

## **E-bid document**

# **Request for Proposal (RFP) for allotment of food stalls and coffee stalls in the Mela area for Kumbh Mela, 2019**

### **Issued by:**

Prayagraj Mela Pradhikaran

Triveni Bhavan, Veni bandh, Daraganj, Prayagraj,

Uttar Pradesh 211006

## **Disclaimer**

This Request for Proposal (RFP) document for allotment of food stalls and coffee stalls in the Mela area for Kumbh Mela, 2019 (hereinafter referred to as the "Tender") contains information about the scope of work and qualification process for the selection of Bidder. The purpose of the RFP document is to provide the Bidders (hereinafter referred to as "Bidder/s") with information to assist the formulation of their Proposals (hereinafter referred to as the "Proposal/s").

This RFP is not an agreement and is neither an offer by the Prayagraj Mela Pradhikaran (hereinafter referred to as the "Authority") to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Financial Bids pursuant to this RFP. While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. The Authority or any of its employees or existing advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document. The Authority reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.

The Authority reserves the right to accept or reject any or all Proposals without giving any reasons thereof. The Authority will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document.

Information provided in this RFP to the Bidder (s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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**1 Data Sheet**

	Head	Details
1.	Date of issue of the RFP document	12-12-2018, 15.00 Hrs (IST)
2.	Last date of submission of Bids	22-12-2018, 12.00 Hrs (IST)
3.	Name, Designation and address of officer in-charge of receiving the Bids	Mela Adhikari Prayagraj Mela Pradhikaran Triveni Bhavan, Venibandh, Daraganj, Prayagraj Uttar Pradesh 211006
4.	Allotment method for the scheme	Through H1
5.	Availability of RFP	Downloadable from the UP tender website <a href="http://etender.up.nic.in">etender.up.nic.in</a> ,
6.	Eligible entities	Company, Partnership Firm, Proprietorship, Limited Liability Partnership Firm.
7.	Eligibility criteria	As mentioned in section 4
8.	Bid Processing Fee	Non-refundable/non-adjustable fee of INR 5,000/- (through RTGS only)
9.	Earnest Money Deposit (EMD)	Rs. 20,000/- for each food/coffee stall (through RTGS only)
10.	Period of Lease	The allotment of stalls will be made on leasehold basis for the period – 30 <sup>th</sup> December 2018 to 5 <sup>th</sup> March 2019.
11.	Schedule of Bidding Process	
	<b>Task</b>	<b>Key Dates</b>
	Bid upload date/time	12-12-2018, 15.00 Hrs (IST)
	Bid start date/time	12-12-2018, 15.15 Hrs (IST)
	Proposal Due Date (PDD)	22-12-2018, 14.00 Hrs (IST)
	Opening of the Technical Bid	22-12-2018, 16.00 Hrs (IST)
	Opening of the Financial Bid	To be communicated
	Issuance of Allotment Letter	To be communicated
	Signing of the Lease Deed	To be communicated
12.	Subdivision and Sublease of food/coffee stall	Not allowed
13.	Rate of annual Lease Rent	As mentioned in Section 5.3
14.	Account details	For Bid Processing Fee and EMD Account Holder : PRAYAGRAJ MELA PRADHIKARAN ALLAHABAD Account No: 50434426422

Request for Proposal (RFP) for allotment of food stalls and coffee stalls in the Mela area for Kumbh  
Mela, 2019

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		IFSC Code: ALLA0210085 Bank Name: Allahabad Bank, Civil Lines, Allahabad
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## **2 Instructions to the Bidders**

### **2.1 Definitions**

The key definitions for the purpose of this scheme document are as follows:

- a) "Authority" means the Prayagraj Mela Pradhikaran.
- b) "Allotment letter" is the letter issued by the Authority to the Allottee confirming the allotment under a particular scheme for which application was submitted.
- c) "Allottee" is the person whose application for allotment has been approved by the Allotment committee.
- d) "Allotment committee" is a committee constituted at the Authority for reviewing the applications received for allotment under the advertised scheme.
- e) "Bidder" is the person/entity who has submitted response to this Tender document.
- f) "Day" means calendar day.
- g) "Government" means the Government of Uttar Pradesh.
- h) "Lease Rent" is the amount paid by the Lessee to the Lessor as rental against the property allocated to the Lessee.
- i) "Lease Deed" is a contractual agreement by which Lessor conveys a property to Lessee, for a limited period, subject to various conditions, in exchange for Lease Rent, but still retains ownership.
- j) "Lessee" is the person/entity who holds the lease of a property or tenant.
- k) "Lessor" refers to a person/entity who leases or rents a property to another; the owner which in this case is the Authority.
- l) "Reserve Price" also known as Minimum Bid Amount is the minimum price as determined by the Authority for this scheme and would act as the base price at which the bidding starts.

### **2.2 Language and currency**

- 2.2.1 The document and all related correspondence for this Tender shall be in English. The currency for the purpose of this scheme shall be Indian National Rupee (INR)

### **2.3 Bidder's responsibility**

- 2.3.1 It is deemed that before submitting the application, the Bidder has made complete and careful examination of the following:
  - i. The eligibility criteria and other information/requirements, as set forth in Section 4.
  - ii. All other matters that may affect the Bidder's performance under the terms of this Project including all risks, costs, liabilities and contingencies.
- 2.3.2 The Authority shall not be liable for any mistake or error or neglect by the Bidder.

### **2.4 How to apply**

- 2.4.1 The prescribed Tender document including application form, terms and conditions for allotment of food stalls and coffee stalls can be obtained online from the e-tender website [etender.up.nic.in](http://etender.up.nic.in).
- 2.4.2 The application form along with all the documents given in Section 2.5 shall be submitted by the interested Bidder to the Authority.

2.4.3 The RTGS for the value equivalent to Bid Processing Fee and EMD shall be submitted to the Authority on the details provided in data sheet above.

## **2.5 Application Form**

2.5.1 Following documents duly signed by the Bidder on each page, should be enclosed with the application form (Annexure 6):

- i. Registration documents (as mentioned in section 4).
- ii. Affidavit of the Bidder certifying that all the statements made in application /annexures are true and correct (as mentioned in section 6.3).
- iii. Any other information which the Bidder desires to provide.

## **2.6 Allotment process**

2.6.1 The Authority will determine whether each Proposal is responsive to the requirements of the Tender document. The Bids shall be considered responsive if:

- i. It is received/ deemed to be received by the due date and time including any extension thereof.
- ii. It contains all information and documents required in this Tender Document.
- iii. Information is provided as per the formats specified in the Tender Document.
- iv. It mentions the validity period as set out in Clause 2.7.
- v. Bids are accompanied with Bid Processing fee and EMD as given in Data Sheet.

2.6.2 The Authority reserves the right to reject any application which is non-responsive and request for alteration, modification, substitution or withdrawal shall not be entertained by the Authority in respect of such Proposal.

2.6.3 The Committee constituted by the Authority for the purpose of this Tender, shall open the Bids as per the schedule provided in Data Sheet of this Tender document.

2.6.4 Any effort by a Bidder to exert undue or unfair influence in the tendering process shall result in outright rejection of the offer, made by the said Bidder.

2.6.5 The food /coffee stall will be allotted to the Bidder proposing the highest Lease Rent (H1).

2.6.6 In case more than one bid of the same amount is received against the food /coffee stall, an auction will be conducted amongst these bidders, so as to enhance the highest financial bid quoted.

2.6.7 The Bidders cannot withdraw the offer once made or bid once submitted.

2.6.8 The Authority may accept or reject any offer, including the highest bid, and the decision in this behalf shall be final and binding on the Bidders.

2.6.9 Once the decision has been taken on the selected Bidders by the Authority, an Allotment letter shall be issued by the Authority.

2.6.10 The Allotment Letter will specify the food /coffee stall number, area, Lease Rent and other terms and conditions.

2.6.11 The Bidder proposing the higher Lease Rent for food/coffee stall in each sector will be given priority while determining the exact location of the food/coffee stall in that sector. However, in case of equal Lease Rent, the stalls will be allotted as per the process determined by the Authority.



## 2.7 Proposal validity period and extension

- 2.7.1 Proposals shall remain valid for a period of three (3) months from the Proposal submission date as given in Data Sheet and the Authority may solicit the Bidder's consent for extension of the period of validity, if required. The Authority reserves the right to reject any Proposal, which does not meet this requirement.
- 2.7.2 In exceptional circumstances, prior to expiry of the original Proposal validity period, the Authority may request Bidder to extend the validity period for specified additional period.
- 2.7.3 Bidder, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

## 2.8 Change in the name of Bidder

- 2.8.1 Change in name of Bidder shall not be allowed for any Bidder.

## 3 Terms of reference

The Authority intends to Lease out 22 food stalls (FS) and 1 coffee stall (CS) in 4 zones (Table 1) across various sectors of the Mela area for the period – 30<sup>th</sup> December 2018 to 5<sup>th</sup> March 2019 and invites Bids for the same.

Table 1: Description of various zones

S.No.	Zone	Sectors of the Mela area
1	A	Sector 1, 2, 3, 4
2	B	Sector 5, 6
3	C	Sector 13,14,15,16,17,
4	D	Sector 7,9,10,11,12

### 3.1 Particulars

The map of various sectors in the Mela area (map 1) and the specification of food stalls (Table 2) and coffee stalls (Table 3) is given below. The exact location of the food /coffee stall in each sector will be provided in the Allotment Letter/Lease Deed.

Table 2: Specification of the food stalls

S.No.	Description	Zone	Area (sq. ft.)	Reserve Price (INR)
1	Sector 1: FS 1	A	600	₹ 4,41,000
2	Sector 2: FS 2	A	1200	₹ 8,82,000
3	Sector 2: FS 3	A	1200	₹ 8,82,000
4	Sector 2: FS 4	A	1600	₹ 11,76,000
5	Sector 3: FS 5	A	600	₹ 6,30,000
6	Sector 4: FS 6	A	900	₹ 6,61,500
7	Sector 4: FS 7	A	900	₹ 6,61,500
8	Sector 4: FS 8	A	900	₹ 6,61,500
9	Sector 6: FS 9	B	900	₹ 1,97,100
10	Sector 6: FS 10	B	900	₹ 1,97,100
11	Sector 6: FS 11	B	900	₹ 1,97,100
12	Sector 7: FS 12	D	1200	₹ 90,720
13	Sector 9: FS 13	D	1200	₹ 90,720
14	Sector 10: FS 14	D	1200	₹ 90,720
15	Sector 11: FS 15	D	1200	₹ 90,720
16	Sector 12: FS 16	D	1200	₹ 90,720

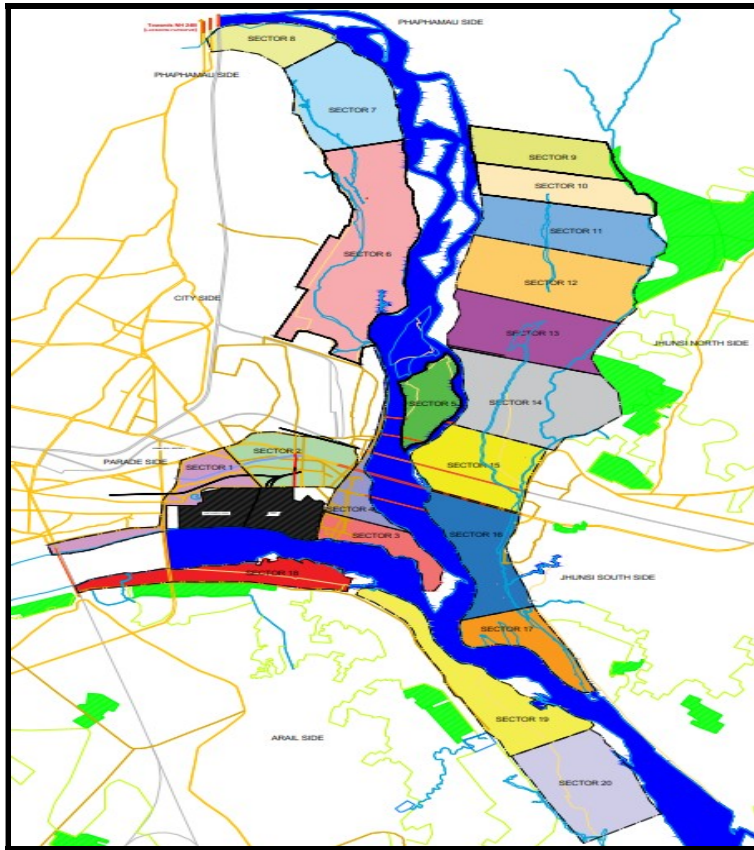
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S.No.	Description	Zone	Area (sq. ft.)	Reserve Price (INR)
17	Sector 13: FS 17	C	900	₹ 1,97,505
18	Sector 14: FS 18	C	1200	₹ 2,63,340
19	Sector 15: FS 19	C	1200	₹ 2,63,340
20	Sector 15: FS 20	C	1200	₹ 2,63,340
21	Sector 16: FS 21	C	600	₹ 1,31,670
22	Sector 17: FS 22	C	1200	₹ 2,63,340

Table 3: Specification of the coffee stalls

S.No.	Description	Zone	Area (sq. ft.)	Reserve Price (INR)
1	Sector 1: CS 1	D	48	52,517

Map 1: Sectors in Mela area



### 3.2 Scope of services

The activities to be performed by the Lessee are:

- i. Make payment to the Authority as per the Lease Rent decided at the time of bidding.
- ii. Setup, operate, maintain and manage the food/coffee stall in the designated space.
- iii. Provide a sitting space for the pilgrims and comply with the parameters mentioned in Section 3.6.
- iv. Ensure setting up of food/coffee stall does not involve damaging of any permanent structures in the Mela area.

- v. If required, cooperate with the Authority and shift the food/coffee stall to a designated location within a deadline given by the Authority. Setup the food food/coffee stall in the new location and empty the land, allotted through this RFP.
- vi. Cooperate with the Authority for any other requirements which shall be defined at the time of drafting of the Lease Deed.
- vii. The indicative list of vegetarian cuisines or food types that the Lessee can sell at the food stalls are: South Indian, North Indian, Punjabi, Gujarati, Rajasthani, Marathi, etc.
- viii. The list of items that can be sold at the coffee stalls are: coffee, tea, milk shakes, cookies and chips.

### **3.3 Payment schedule and timelines**

- 3.3.1 The Lessee will pay the Authority, before signing of the Lease Deed, the amount decided as part of the bidding process.
- 3.3.2 The Lease Deed will be valid till March 05, 2019 post which, the land will have to be vacated by the Lessee within a maximum of 15 days from the expiry of lease.

### **3.4 Review and monitoring**

- 3.4.1 The Authority or any authorised representative of the Authority will conduct regular inspection of the food/coffee stall. They will inspect the key parameters including size of the food/coffee stall, commodities sold, basic hygiene and sanitation levels in and around the stall.

### **3.5 Relocation**

- 3.5.1 The Authority reserves the right to relocate the food/coffee stall. The area of the food/coffee stall will remain the same but the location may change.

### **3.6 Service level agreement**

- 3.6.1 The Lessee need to conform to basic hygiene parameters and proper waste management with respect to their food/coffee stall. The Lessee should deploy appropriate methods of cleaning and solid waste management near the food/coffee stall area. The Lessee will install dustbins at appropriate places around the stall and collect the waste.
- 3.6.2 Collection of waste around the area will be the responsibility of the Lessee. Waste in this case includes but is not limited to: used plates and cups, rotten fruits and vegetables, wrappers and other waste.
- 3.6.3 The Lessee shall not encroach upon any area outside the area allotted for the food/coffee stall as per the Lease Deed.
- 3.6.4 No Lessee is allowed to sell any object or commodity in plastic covers. The sale of plastic items is forbidden in the Mela area.
- 3.6.5 The Lessee shall only be allowed to sell vegetarian food.

### **3.7 Assistance by Authority**

The Authority shall not be obliged to provide any form of assistance to Lessee in cases of:

- 3.7.1 Natural disasters such as rains, storms, lightning floods etc.
- 3.7.2 Increase or decrease in the number of visitors/ pilgrims to the stalls than expected numbers.
- 3.7.3 Unavailability or increased rates of commodities to be sold.

3.7.4 Any other harm that befalls the food/coffee stall.

#### 4 Eligibility Criteria

4.1 The Bidder has to meet the following eligibility criteria to qualify as Eligible Bidder for food/coffee stall in Zone A:

#	Basic Requirement	Specific Requirements	Documentary proof to be submitted
1	Legal Entity	The Bidder, should be a legal person, which may be: <ul style="list-style-type: none"> <li>• A Proprietorship; or</li> <li>• A Company, incorporated under Companies Act, 2013 or 1956, amended till date; or</li> <li>• A Limited Liability Partnership Firm, incorporated under Limited Liability Partnerships Act, 2008; or</li> <li>• A Partnership Firm registered under Partnership Act, 1932.</li> </ul>	Copy of certificate of incorporation and/or registration under the relevant law.
2	Turnover	The Bidder should have minimum annual turnover of INR 25 lakh in each of the last three (3) years (2015-2018)	Audited Financial statements. (Annexure 6.2)
3	Experience	For food stall: The Bidder should have experience of setting up and managing at least one (1) food stalls/shops in any of the last three (3) years.  For coffee stall: The Bidder should have experience of setting up and managing at least one (1) coffee stalls/shops in any of the last three (3) years.	Copy of the work order or completion certificate or any other document as a proof for the experience. (Annexure 6.3)
4	Blacklisting	The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.	Affidavit by the Bidder on a notarized stamp paper. (Annexure 6.4)

4.2 The Bidder has to meet the following eligibility criteria to qualify as Eligible Bidder for food stall/coffee stall in Zone B:

#	Basic Requirement	Specific Requirements	Documentary proof to be submitted
1	Legal Entity	The Bidder, should be a legal person, which may be: <ul style="list-style-type: none"> <li>• A Proprietorship; or</li> <li>• A Company, incorporated under Companies Act, 2013 or 1956, amended till date; or</li> <li>• A Limited Liability Partnership Firm, incorporated under Limited Liability Partnerships Act, 2008; or</li> <li>• A Partnership Firm registered under Partnership Act, 1932.</li> </ul>	Copy of certificate of incorporation and/or registration under the relevant law.
2	Turnover	The Bidder should have minimum annual turnover of INR 10 lakh in each of the last three (3) years (2015-2018).	Audited Financial statements. (Annexure 6.2)
3	Blacklisting	The Bidder should not have been barred by the Central Government, any State Government, a statutory	Affidavit by the Bidder on a

	authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.	notarized stamp paper. (Annexure 6.4)
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4.3 The Bidder has to meet the following eligibility criteria to qualify as Eligible Bidder for food stall/coffee stall in Zone C or Zone D:

- a) In case of Individual/ Proprietorship Firm
  - Copy of Aadhar Card/PAN Card/Passport/Voter Card
  - Copy of recent bank statement from any Nationalized Bank
- b) In case of Company
  - Certificate of Incorporation issued by the Registrar of the Companies.
  - Memorandum of Association and Articles of Association.
- c) In case of Society
  - Registration Certificate issued by the Registrar of Societies.
  - Memorandum of Association of Society.
  - Rules & Regulations of the Society.
- d) In case of Trust
  - Registered Trust Deed.
- e) In case of Partnership Firm
  - Form A and Form B issued by the Registrar of Firms.
  - Partnership Deed.
- f) In case of Limited Liability Partnership Firm
  - Certificate of incorporation in Form 16 issued by Ministry of Corporate Affairs.
  - LLP Agreement.

## 5 General terms and conditions

### 5.1 Execution of Lease Deed

5.1.1 The Allottee is required to execute the Lease Deed and take the physical possession by 30<sup>th</sup> December 2018.

5.1.2 In case of failure to execute the Lease Deed and taking over of possession within the above-stipulated time period, the allotment may be cancelled and the entire amount deposited with the Authority would be forfeited.

### 5.2 Period of Lease

5.2.1 The period of Lease is 3 months as mentioned in the data sheet.

### 5.3 Lease Rent

5.3.1 The Allottee/Lessee shall have to pay the Lease Rent upfront (before the time of signing of the Lease Deed) on lump sum basis. The option of payment of Lease Rent in instalments will not be available for the Allottee.

5.3.2 In case of non-payment of the above amount within the stipulated time given by the Authority, the Bidder with the next lower quote will be automatically invited for allocation of the food/coffee stall.

### 5.4 Construction of the food/coffee stall

- 5.4.1 The Lessee shall construct a temporary structure after taking possession of the land from the Authority.
- 5.4.2 The Lessee shall commence and complete construction within prescribed time limit from the due date of execution of Lease Deed.

**5.5 Possession of the food/coffee stall**

- 5.5.1 Possession of allotted food/coffee stall will be handed over to the Lessee after execution and registration of Lease Deed.
- 5.5.2 Execution and registration of Lease Deed can be done only after 100% Lease Rent has been received by the Authority.
- 5.5.3 For the purpose of payment of Lease Rent and other statutory, possession shall be deemed from the due date of execution of Lease Deed.

**5.6 Maintenance**

- 5.6.1 The Allottee/Lessee at his own expense will take permission for sewerage, electricity and water connections from the concerned departments of the Authority or from the competent authority in this regard.
- 5.6.2 The Lessee shall have to plan a maintenance programme whereby the entire demised premises shall be kept:
  - a. At all times in a state of good condition and in good sanitary condition to the satisfaction of the Lessor.
  - b. And to make available required facilities as well as to keep surroundings neat and clean, good and healthy and in safe condition at all times, according to the convenience of the inhabitants of the place.
- 5.6.3 It is permissible for the Lessee to provide certain amenities (sitting, eating, and drinking) for pilgrims/visitors within the area prescribed for the food/coffee stall.
- 5.6.4 In case of non-compliance of these terms and conditions, and any directions of the Authority, the Authority shall have the right to impose penalty as the Mela Adhikari or the Authorised Officer of the Authority may consider just and/or expedient by explaining or recording the reasons.
- 5.6.5 The Lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or are indecent or immoral.
- 5.6.6 The Lessee shall not display or exhibit any advertisement or placard in any part of the exterior wall, except which shall be constructed over the demised premises or at a place specified for the purpose by the Lessor.
- 5.6.7 All Lessee would be required to have a display board indicating the commodities sold in the food/coffee stall.
- 5.6.8 Upon inspection, if the food/coffee stall has less or no stock of the commodities it is expected to sell, then the license of such food/coffee stall will be cancelled and they will be removed from the Mela Area.

**5.7 Surrender**

- 5.7.1 The Allottee/Lessee can surrender the premises in favour of the Authority before cancellation. The Authority may permit the surrender of the food/coffee stall, subject to necessary deductions, from the deposits made by the Allottee/Lessee to the Authority as per the prevailing policy of the Authority at the time of surrender.
- 5.7.2 The request for surrender should contain signatures of the Allottee/Lessee.

5.7.3 The Allottee has to execute Surrender Deed, if Lease Deed has been executed, then all the original legal documents are to be surrendered unconditionally to the Authority.

5.7.4 The date of surrender in above case shall be the date on which application is received at the Authority's office. No subsequent claim on the basis of postal certification will be entertained.

#### **5.8 Transfer of food/coffee stall**

5.8.1 Transfer of food/coffee stall shall not be permitted under any circumstances.

5.8.2 Sub-lease of the allotted food/coffee stall is also not permissible. Doing so would result in blacklisting of Lessee and action will be taken by the Authority on such Lessee.

#### **5.9 Misuse, Additions, Alterations, etc.**

5.9.1 The Allottee / Lessee shall not use the food/coffee stall for any purpose other than that for which it has been allotted / leased. The Lessee / Allottee shall not be entitled to divide the food/coffee stall or amalgamate it. The Allottee shall in no situation use the allotted land for any tangible/intangible use (advertising, mortgage, etc.) other than mentioned in this Tender.

5.9.2 In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any shall be resumed by the Authority.

#### **5.10 Indemnity**

5.10.1 The Lessee shall be wholly and solely responsible for the construction of the food/coffee stall and also for ensuring the quality of development/construction, subsequent Operations and maintenance of facilities and services.

5.10.2 The structure will have to be temporary and no permanent structure must be constructed at the food/coffee stall. The Lessee shall execute an indemnity bond, indemnifying the Authority against all disputes arising out of:

- i. The non-completion of work
- ii. The quality and validity of development, construction, operations and maintenance

#### **5.11 Liability to pay taxes**

5.11.1 The Allottee/Lessee will be liable to pay all rates, Goods and Services Tax (GST), charges, user fee and assessment of every description imposed by any Authority empowered in this behalf on the rate quoted by the Bidder, in respect of the food/coffee stall.

#### **5.12 Cancellation**

5.12.1 In addition to the other specific clauses relating to cancellation the Authority/ Lessor as the case may be shall be free to exercise its rights of cancellation of Lease/Allotment in the case of:

- i. Allotment being obtained through misrepresentations/ suppression of material facts.
- ii. Any violation of directions issued or rules and regulations framed by the Pollution Control Board, FSSAI or by any other statutory body.
- iii. Default on the part of the Bidder Allottee/Lessee for breach/violation of terms and conditions of registration Allotment/Lease and / or non-deposit of Allotment money/Acceptance money/ Instalment money.

- 5.12.2 In the event of cancellation, under sub-clause (i) above, the entire deposits till the date of cancellation shall be forfeited and possession of the food/coffee stall will be resumed by the Authority / Lessor with structure thereon, if any, and the Allottee/Lessee will have no right to claim compensation thereof.
- 5.12.3 In the event of cancellation, under sub-clause (ii) & (iii) above, 20% of the Lease Rent shall be forfeited and balance, if any, shall be refunded without any interest.

### **5.13 Other Clauses**

- 5.13.1 The Authority reserves the right to make such amendments, additions, deletions and alterations in the terms and conditions of allotment, Lease, as it finds expedient and such amendments, addition, deletion and alterations shall be binding on the Allottee/Lessee.
- 5.13.2 If due to unavoidable circumstances, the Authority is unable to allot the food/coffee stall, the EMD deposited by Bidder would be refunded. However, no interest on the deposits will be paid to the Bidder.
- 5.13.3 If due to any "Force majeure" or such circumstances beyond the Authority's control, the Authority is unable to make allotment or the possession of the allotted food/coffee stall, entire registration money or the deposit, depending on the stage of allotment will be refunded without any interest.
- 5.13.4 In case of any dispute in the interpretation of any word or terms and conditions of the allotment / Lease, the decision of the Mela Adhikari of the Authority shall be final and binding on the Allottee / Lessee.
- 5.13.5 The Authority will monitor the implementation of the project. Bidders who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
- 5.13.6 Any dispute between the Lessor and Lessee shall be subject to the territorial jurisdiction of the High Court at Allahabad.
- 5.13.7 The allotment will be accepted by the Allottee on "As is where is basis". The Allottee is advised to visit the site before submission of application form for allotment.
- 5.13.8 Provisions related to the fire safety, environmental clearance, NGT directives shall be observed by the Allottee. Necessary approvals shall be obtained from the competent authority by the Allottee.
- 5.13.9 The Lessee shall not be allowed to assign or change his role, otherwise the Lease may be cancelled and entire money deposited shall be forfeited.
- 5.13.10 The Authority in larger public interest has the Authority to take back the possession of the land after giving the Allottee/Lessee an opportunity of being heard. However, the decision of the Mela Adhikari of the Authority shall be final and binding on the Allottee/Lessee in this regard.



## 6 Annexures - Technical forms

### 6.1 Application form

Form Sl. No. \_\_\_\_\_

To

**The Mela Adhikari,  
Prayagraj Mela Authority  
Triveni Bhawan, Veni Bandh  
Daraganj, Prayag, Allahabad  
Uttar Pradesh**

Self-attested  
photograph of  
authorized  
signatory

**Subject: Application for allotment of food/coffee stall No. \_\_\_\_\_ (insert the food/coffee stall number) \_\_\_\_\_ in Sector No. (insert the sector number) \_\_\_\_\_ and Zone \_\_\_\_\_ (insert the zone) of the Mela area**

Dear Sir / Madam,

We hereby submit our application form for allotment of food/coffee stall in Sector No. \_\_\_\_\_ (insert the Sector number) for selling \_\_\_\_\_ (commodity/cuisine to be sold) on an area of \_\_\_\_\_ Sq.ft.

We hereby agree to pay Lease Rent as per payment plan mentioned in the Data Sheet and General Terms and Conditions.

We are enclosing herewith the following documents:

- a) RTGS No. \_\_\_\_\_ dt. \_\_\_\_\_ for INR 5,000/- drawn on \_\_\_\_\_ towards **non-refundable / non-adjustable processing fee.**
- b) RTGS No. \_\_\_\_\_ dt. \_\_\_\_\_ for INR 20,000/- drawn on \_\_\_\_\_ towards **EMD.**
- c) Details along with background of the Bidder submitting the application.

- d) This entire document, including all terms and conditions is enclosed herewith which will be duly signed by the authorized signatory upon submission as acceptance of the terms and conditions of the allotment of land.-

<b>#</b>	<b>Description</b>	<b>Enclosed "Yes" not Enclosed "No"</b>	<b>Reference (page no.).</b>
1.	Certificate of incorporation/registration		
2.	Turnover Details (Annexure 6.2)		
3.	Experience (Annexure 6.3)		
4.	Affidavit of the Bidder certifying that all the statements made in application/ annexures are true and correct. (Annexure 6.4)		
5.	Other documents as applicable to the eligibility criteria for each entity.		

**Refund Account Details** (For the purpose of refund or registration money of unsuccessful Bidders)

Name of Bank & Branch

\_\_\_\_\_

Bank Account No.

\_\_\_\_\_

IFSC Code:

\_\_\_\_\_

Date \_\_\_\_\_

Address of Bidder \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Signature of Authorized signatory

Stamp of Bidder with name & designation

Signature duly attested by Bank Manager

**6.2 Financial information**

#	Financial Year	Annual Turnover (in INR)
1.		
2.		
3.		
4.		

**Note:** Attach audited financial statements as proof of the above figures.

**6.3 Details of the projects undertaken by the Bidder**

#	Name of the Project	Name of the Client	Location of the Project	Duration	Project Cost (INR)
1					
2					
3					

**6.4 Format for affidavit**

(To be furnished on non-judicial stamp paper of Rs.100/- duly attested by notary public, by the sole Bidder or by Each Member in case of Consortium).

**Subject: Application for allotment of food/coffee stall No. \_\_\_\_\_ (insert the food /coffee stall number) \_\_\_\_\_ in Sector No. (insert the sector number) \_\_\_\_\_ and Zone \_\_\_\_\_ (insert the zone) of the Mela area**

1. I, the undersigned, do hereby certify that all the statement made in our application, including in various Annexures & Formats, are true and correct and nothing has been concealed.
2. The undersigned also hereby certifies that they have not been debarred by Government of Uttar Pradesh or any other State Government or Government of India or their agencies for any work or for the bidding / submitting application for any project.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Authority to verify this statement or regarding my (our) competence and general reputation.

Signature of Authorized signatory

Stamp of Bidder with name

## 7 Financial proposal

To

The Mela Adhikari,

Prayagraj Mela Pradhikaran,

Allahabad

**Subject: Financial proposal for allotment of food/coffee stall No. \_\_\_\_\_ (insert the food/coffee stall number) \_\_\_\_\_ in Sector No. (insert the sector number) \_\_\_\_\_ and Zone \_\_\_\_\_ (insert the zone) of the Mela area**

Dear Sir,

We have read and examined the complete RFP document with the Terms of reference, Instructions to Bidders and General terms and conditions.

We hereby quote the rates in the Bill of Quantities (BOQ) attached with this letter.

The Financial proposal submitted is unconditional and fulfils all the requirements of the RFP document. GST shall be paid over and above the quoted price.

Our Financial proposal shall be binding upon us up to expiration of the validity period of the proposal. We understand the Authority is not bound to accept any proposal that is received.

### BOQ

Name of the Bidder/ Bidding Firm / Company:			NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Reserve Price in Rs.	BASIC RATE In Figures (Rs.)	AMOUNT In Words
1	2	3	4	5	6	7	9
1	Sector 1: FS 1	Item1	1.00	nos	₹ 4,41,000		
2	Sector 2: FS 2	Item2	1.00	nos	₹ 8,82,000		
3	Sector 2: FS 3	Item3	1.00	nos	₹ 8,82,000		
4	Sector 2: FS 4	Item4	1.00	nos	₹ 11,76,000		
5	Sector 3: FS 5	Item5	1.00	nos	₹ 6,30,000		
6	Sector 4: FS 6	Item6	1.00	nos	₹ 6,61,500		

Request for Proposal (RFP) for allotment of food stalls and coffee stalls in the Mela area for Kumbh  
Mela, 2019

Name of the Bidder/ Bidding Firm / Company:							
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
SI. No.	Item Description	Item Code / Make	Quantity	Units	Reserve Price in Rs.	BASIC RATE In Figures (Rs.)	AMOUNT In Words
1	2	3	4	5	6	7	9
7	Sector 4: FS 7	Item7	1.00	nos	₹ 6,61,500		
8	Sector 4: FS 8	Item8	1.00	nos	₹ 6,61,500		
9	Sector 6: FS 9	Item9	1.00	nos	₹ 1,97,100		
10	Sector 6: FS 10	Item10	1.00	nos	₹ 1,97,100		
11	Sector 6: FS 11	Item11	1.00	nos	₹ 1,97,100		
12	Sector 7: FS 12	Item 12	1.00	nos	₹ 90,720		
13	Sector 9: FS 13	Item 13	1.00	nos	₹ 90,720		
14	Sector 10: FS 14	Item 14	1.00	nos	₹ 90,720		
15	Sector 11: FS 15	Item 15	1.00	nos	₹ 90,720		
16	Sector 12: FS 16	Item 16	1.00	nos	₹ 90,720		
17	Sector 13: FS 17	Item 17	1.00	nos	₹ 1,97,505		
18	Sector 14: FS 18	Item 18	1.00	nos	₹ 2,63,340		
19	Sector 15: FS 19	Item 19	1.00	nos	₹ 2,63,340		
20	Sector 15: FS 20	Item 20	1.00	nos	₹ 2,63,340		
21	Sector 16: FS 21	Item 21	1.00	nos	₹ 1,31,670		
22	Sector 17: FS 22	Item 22	1.00	nos	₹ 2,63,340		
23	Sector 12: CS 1	Item 23	1.00	nos	₹ 52,517		

\_\_\_\_\_  
(Name and signature)

Registration number: \_\_\_\_\_