



**RFP to Operate, Maintain & Transfer
(OMT), Mohwa Restaurant, Radhanagar
Village, Swaraj Dweep**

Andaman & Nicobar Islands Integrated Development Corporation Ltd. (ANIIDCO) invites RFP to Operate, Maintain & Transfer (OMT), Mohwa Restaurant, Radhanagar Village, Swaraj Dweep. Details of the RFP can be obtained from the website <http://aniidco.and.nic.in> and <https://eprocure.andaman.gov.in>

A pre bid meeting will be held at 04.00 pm on 20.06.2024 in the conference hall, Vikas Bhawan, ANIIDCO, Port Blair and the last date for submission of RFP is 3.00 pm on 22.07.2024.

ANIIDCO reserves the right to annul the process without assigning any reason whatsoever.

General Manager (Projects), ANIIDCO

F. No. 1-1490/ANIIDCO/HNR/2019-20/736 Dt. 06.06.2024

महाप्रबंधक
General Manager
अनिइको लिमिटेड
ANIIDCO LTD, PORT BLAIR

**ANDAMAN AND NICOBAR ISLANDS
INTEGRATED DEVELOPMENT CORPORATION LIMITED
(ANIIDCO)
Vikas Bhawan, Port Blair**

Name of Work	:	Operate, Maintain and Transfer (OMT) of the Mohwa Restaurant located at Radhanagar, Swaraj Dweep, A&N Islands, India
Bid Reference No.	:	1-1490/ANIIDCO/HNR/2019-20/736 dated 06/06/2024
Date, Time and venue of Pre-bid meeting	:	04.00 pm on 20/06/2024 at Conference Hall, ANIIDCO, Vikas Bhawan, Port Blair and also through video conference
Last Date and Time of Receipt of Bids	:	03.00 pm on 22/07/2024
Date and Time of Opening of Techno-Commercial Bid	:	03.30 pm on 22/07/2024
Officer Inviting Bids	:	The Managing Director ANIIDCO Ltd., Vikas Bhawan, Port Blair.

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SECTION - I

INVITATION FOR PARTICIPATION IN 'OMT' PROJECT

Tourism Department of A&N Administration has leased Mohwa Restaurant located at Radhanagar, Swaraj Dweep to ANIIDCO to be given on rent to private operator for operation and maintenance. The Managing Director, ANIIDCO Ltd., invites bids from interested parties to operate, maintain and transfer (OMT) Mohwa at Radhanagar, Swaraj Dweep. The Mohwa Restaurant mentioned at Annexure I shall be given on rent on "as and where is condition" to the successful BIDDER for a period of 05 years.

The rent shall be decided through a competitive bidding. The successful BIDDER shall have to pay the rent from the date of execution of Rent Deed, of the Mohwa Restaurant. The rent will be annually increased by 5 per cent of last revised rent. The successful BIDDER should organize funding for the project and will be responsible for repair, maintenance and all expenses for the operation and day to day running of the Mohwa Restaurant, to be given on rent.

The successful BIDDER to whom the Mohwa Restaurant will be given on rent for operation shall be selected on the basis of:

1. Techno-Commercial Bid
2. Financial Bid

Only parties satisfying the eligibility criteria of operating restaurant and having minimum annual average turnover of Rs. 3.00 crores from restaurant business as on 31.03.2023 during three years in last seven years are eligible to participate in the tender.

Financial bid of only those bidders who satisfy the above pre-qualification criteria and whose Techno-Commercial bids are acceptable will be opened.

The cost of tender document is Rs. 1000/- (Rupees: One thousand only) which is non-refundable and payable in the form of Demand Draft from any Nationalised Bank/Scheduled Bank drawn in favour of The General Manager, ANIIDCO, payable at Port Blair. Tender document to be downloaded from the website <https://eprocure.andaman.gov.in> Prospective bidders those who download the bid document from the website may send an e-mail to us at gmaniidco.and@nic.in and aniidcoprojects@gmail.com.

A pre-bid meeting shall be held at 04.00 pm on 20/06/2024 at Conference Hall, Vikas Bhawan, ANIIDCO, Port Blair and also through Video Conference. Necessary link for video conference will be available on the website <https://aniidco.and.nic.in> under Announcement Section and on <https://eprocure.andaman.gov.in>.

Bid together with all information requested in the bid document should be submitted/filled online at <https://eprocure.andaman.gov.in> along with scanned copy of an EMD of Rs. 72,000/- (Rupees: Seventy Two Thousand only) as Demand Draft from any Nationalised Bank/Scheduled Bank drawn in favour of ANIIDCO Ltd., payable at Port Blair on or before 03.00 pm on 22/07/2024. The Techno-Commercial Bid will be opened at 3.30 pm on the same day in the presence of bidders, who may be present at the time. In case this date happens to be a holiday, the technical bids will be opened on the next working day at the same time.

Any further information on the above can be obtained at the following addresses:

General Manager (Projects),
ANIIDCO, Vikas Bhawan,
Port Blair.

Tel : 03192 – 232098

Email: gmaniidco.and@nic.in and aniidcoprojects@gmail.com

ANIIDCO Ltd. reserves the right to reject or accept any bid either partially or wholly or to cancel the tendering process without assigning any reason, and the bidders shall not be eligible for any compensation in that event.

SECTION - II
INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1.0 SCOPE OF BID

1.1 Tourism Department of A & N Administration has leased Mohwa Restaurant located at Radhanagar, Swaraj Dweep to ANIIDCO to be given on rent to private operator for operation and maintenance. The Managing Director, ANIIDCO Ltd., invites bids from interested parties to operate, maintain and transfer (OMT) Mohwa Restaurant including wine/beer bar/RTD. The Mohwa Restaurant mentioned at Annexure I shall be given on rent on "as is where is basis" to the successful bidder for a period of 05 years.

The successful bidder will be free to engage his own staff in the Mohwa Restaurant. All the dues towards the Mohwa Restaurant before handing it over to the successful BIDDER will be borne by ANIIDCO/Tourism Department.

ANIIDCO intends to rent out the Mohwa Restaurant on "as is where is condition" to a successful bidder for operating and maintaining for a period of 05 years and transfer the same to ANIIDCO Ltd. on expiry of the Rent Agreement.

1.2 Scope of Work

1.2.1 The scope of work shall consist of:

- a. Renovate and maintain the Mohwa Restaurant.
- b. Operation of Mohwa Restaurant and bar having license to sell soft liquor like beer/wine/RTD for a period of 05 years.
- c. Deploy trained manpower for operation of Mohwa Restaurant.
- d. Compliance of all applicable laws, registration of Mohwa Restaurant etc.
- e. Handing over of the Mohwa Restaurant building to ANIIDCO in good working condition, on completion of the rent period.

1.2.2 a. The successful bidder shall be permitted to use the Mohwa restaurant building as per site map enclosed as **Annexure – I** subject to the general control of the ANIIDCO/ Directorate of Tourism, A&N Administration.

- b. The successful bidder shall be allowed to utilize the Mohwa Restaurant and carryout renovation and maintenance of the building, subject to prior intimation to ANIIDCO and Directorate of Tourism but shall not be permitted to carry out any additional construction or modification of the building including structural changes. Any renovation expenses will be the sole responsibility and liability of the bidder and ANIIDCO will not bear any responsibility for any cost including for any part of the renovation costs as re-imburement or payment to the bidders.
- c. The building shall be utilized only for operation of cafe, restaurant and sale of soft liquor like beer/wine/RTD and not for any other liquor.
- d. All the operating expenses, cost of raw material, maintenance charges, annual maintenance charges, utility charges, taxes and cesses, etc. shall be borne by the successful Bidder.

- e. The successful bidder shall be permitted to operate the restaurant/bar as per the timing prescribed under applicable law/Excise Rule of A & N Administration.
- f. The successful bidder shall also install CCTV at the premises with one month recording backup.
- g. Tourism Department and ANIIDCO will facilitate the successful bidder to obtain electrical and water connection on payment of applicable charges, however, it will be the responsibility of successful bidder to arrange for backup supply.
- h. The existing common toilet facility available in Radhanagar beach shall be utilized for guest of the restaurant and bidder has to make arrangements for its maintenance.
- i. The successful bidder shall not assign or sub-let the property/contract or create any charge on property.
- j. The successful bidder shall be free to decide the menu rate for operation of Mohwa Restaurant and for operation of bar selling soft liquor like beer/wine/RTD, however, it will be the responsibility of the successful bidder to obtain necessary license for operation of bar selling soft liquor like beer/wine/RTD, food license, fire clearance, etc.
- k. It will be the responsibility of the successful bidder for installation of furniture, equipment, etc. for operation of the restaurant and at the end of the rent period of 5 years, vacant possession of the building shall be handed over in good condition. It will be the responsibility of the successful bidder to carry out any repair & maintenance of the building during the rent period with prior intimation to ANIIDCO and Directorate of Tourism.
- l. No terminal payment shall be made at the end of the rent period of 5 years. Cost towards any damage to the building shall be recovered from the performance security of the successful bidder.
- m. Successful bidder is also expected to carry out the inspection of the building to satisfy itself regarding the condition of the building, availability of power & water, toilet facility, space for guest, kitchen, etc. No deficiency regarding condition of the building, non availability of power, water, toilet facility, etc. shall be entertained.

2.0 ELIGIBLE BIDDERS

- 2.1 This invitation for Bids is open to all bidders who satisfy the qualification criteria specified below.

3.0 QUALIFICATION CRITERIA OF THE BIDDER

- 3.1 All bidders shall include the following information and documents in their Techno-Commercial bid.
 - i. Copies of original documents defining the constitution or legal status (Registered Partnership deed/Registration certificate & Memorandum and Articles of Association, etc) place of registration, principal place of business, etc. (SCHEDULE – A)
 - ii. Details of previous experience in running Restaurant Business (SCHEDULE – B).
 - iii. Report of the financial standing of the Bidder such as Profit and Loss statement and Auditor's report for the last three years.
 - iv. Information regarding any litigation, current or during the last five years in which the Bidder is involved, the parties concerned and dispute amounts (SCHEDULE – C)
 - v. Proposed organization chart for managing the operation of the Mohwa Restaurant (SCHEDULE – D).

- vi. Plan for operation of the Mohwa Restaurant to be rent out (SCHEDULE – E).
- vii. Affidavit in the format indicated in SCHEDULE – F.
- viii. Demand Draft of Rs. 1,000/- towards the cost of tender document.
- ix. EMD of Rs. 72,000/-.
- x. Any additional information as considered relevant by the Bidder.

3.2 In order to assess the suitability and competence of the bidders, information in respect of the above aspects is required in the prescribed forms provided in the SCHEDULES.

Bidders providing full and detailed information would be evaluated for responsiveness. Incomplete and inadequate information may lead to the disqualification of the Bidder. It shall be the sole responsibility of the Bidder to provide all the relevant information.

3.3 To qualify for award of Contract, only parties satisfying the eligibility criteria of operating restaurant and having minimum annual average turnover of Rs. 3.00 crores from restaurant business as on 31.03.2023 during three years in last seven years are eligible to participate in the tender. Certificates from Chartered Accountants need to be attached as a proof of eligibility criteria mentioned at clause 3.3.

4.0 ONE BID PER BIDDER

4.1 Each Bidder/associate shall participate in only one bid for the work. A Bidder who submits or participates in more than one bid will cause all the bids having the Bidder's participation to be disqualified.

5.0 COST OF BIDDING

5.1 The Bidder shall bear all costs associated with the preparation and submission of the bid, and the ANIIDCO will in no case be responsible and liable for those costs.

6.0 INSPECTION

6.1 The BIDDER, at the BIDDER's own responsibility and interest is encouraged to visit and examine the Mohwa Restaurant and obtain all information that may be necessary for preparing the Bid and for entering into an Agreement for the operation of the project. The cost of visiting the site and collecting the necessary information shall be borne by the BIDDER. The BIDDER shall assess the condition of building as stated in **Annexure I**.

B. BIDDING DOCUMENTS

7.0 CONTENTS OF BIDDING DOCUMENTS

7.1 One set of bidding documents comprises the documents listed in the table below issued in accordance with Clause 9.0

SECTION – I	INVITATION FOR PARTICIPATION IN 'OMT' PROJECT
SECTION – II	INSTRUCTION TO BIDDERS (ITB)
SECTION – III	SCHEDULES (A to F)
SECTION – IV	FORM OF RENT AGREEMENT
SECTION – V	FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT
SECTION – VI	FORM OF PRICE BID
ANNEXURE – I	SITE MAP OF MOHWA RESTAURANT

8.0 CLARIFICATION ON BIDDING DOCUMENTS

8.1 A prospective Bidder requiring any clarification on the bidding documents may notify the ANIIDCO in writing prior to the pre-bid meeting. The ANIIDCO will respond to such request for clarification at the time of pre-bid meeting.

8.2 Pre-Bid Meeting

8.2.1 The Bidder or his official representative is invited to attend a Pre-bid meeting, which will take place at 04.00 pm on 20/06/2024 at Conference Hall, Vikas Bhawan, ANIIDCO, Port Blair and also through Video Conference. Necessary link for video conference will be available on the website <https://aniidco.and.nic.in> under Announcement Section and on <https://eprocure.andaman.gov.in>.

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may have been raised up to that stage.

8.2.3 Minutes of the meeting, including the text of the questions raised and the responses given will be transmitted within 02 weeks of pre-bid meeting by hoisting on the website <https://aniidco.and.nic.in> under Announcement Section and on <https://eprocure.andaman.gov.in>. Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the ANIIDCO exclusively through the issue of an Addendum pursuant to Clause 9 below.

8.2.4 Non attendance at the Pre-bid meeting will not be a cause for disqualification of a Bidder.

9.0 AMENDMENT OF BIDDING DOCUMENTS

9.1 The ANIIDCO may modify the bidding documents by issuing addendum, before the dead line for submission of bids.

9.2 Any addendum thus issued shall be part of the bidding documents and shall be hosted on the website <https://eprocure.andaman.gov.in> or <https://aniidco.and.nic.in>.

9.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the ANIIDCO shall extend as necessary the deadline for submission of bids in accordance with sub-clause 17.2 below.

C. PREPARATION OF BIDS

10.0 LANGUAGE OF THE BID

All documents relating to the bid shall be in the English language.

11.0 BID PRICES

11.1 The successful Bidder shall pay the fixed annual rent plus applicable GST (which will be annually increased by 5 per cent of last revised rent) specified by him/her in the price bid for a rent period of 05 years.

11.2 The rent shall be payable every year in advance on or before the 5th working day of April. However, the rent of first financial year will be paid in advance prior to execution of Rent Deed for Mohwa Restaurant. An interest of 18 per cent per annum shall be payable for any delay in the payment of rent.

11.3 The BIDDER shall quote annual rent for operation of Mohwa Restaurant.
The BIDDER who offers the maximum annual rent will be treated as the successful BIDDER, provided he fulfils all the other terms and conditions specified in the bid documents.

11.4 No extension/renewal of the rent period shall be granted to the BIDDER/TENANT.

12.0 CURRENCIES OF BID

12.1 The BIDDER shall quote the rates in Indian Rupees.

13.0 BID VALIDITY

13.1 Bids shall remain valid for a period not less than **180** days after the deadline for bid submission specified in Clause 17.0 of ITB.

13.2 In exceptional circumstances, prior to expiry of the original validity period, the ANIIDCO may request that the BIDDER extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing or by E-mail. A BIDDER may refrain from conceding to the request without forfeiting his EMD.

13.3 A BIDDER agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his EMD for the period of the extension of the bid, and in compliance with Clause 14.0 of ITB in all respects.

13.4 Bids which are valid for a shorter period than that required by the ANIIDCO shall be treated as non-responsive and will be rejected.

14.0 EARNEST MONEY DEPOSIT (EMD)

14.1 The Bidder shall furnish, as part of his/her bid, an EMD for an amount of Rs. 72,000/- (Rupees: Seventy Two Thousand only) in the form of Demand Draft in favour of ANIIDCO Ltd., Port Blair, payable at Port Blair.

14.2 Any bid not accompanied by an acceptable EMD and not secured as indicated in sub clause 14.1 of ITB shall be rejected by the ANIIDCO as non-responsive.

14.3 The EMD of the successful Bidder will be discharged when the Bidder has signed the agreement and furnished the required security deposit.

14.4 The EMD may be forfeited:

- a. If the Bidder withdraws the bid after bid opening during the period of Bid validity;
- b. In the case of the successful Bidder, if the Bidder fails within the specified time limit to:
 - i. Sign the Rent Agreement/Agreement or
 - ii. Furnish the required security deposit.

14.5 EMD of the unsuccessful bidders will be returned within 30 days of the end of the bid validity period specified in Clause 13.0.

15.0 FORMAT AND SIGNING OF BID

15.1 The bid shall be printed, typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid and places where entries or amendments have been made shall be initialed by the person or persons signing the bid.

15.2 The bid shall be complete without any deletions, and shall contain no alternatives or additions, except those to comply with instructions issued by the ANIIDCO, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

D. SUBMISSION OF BIDS

16.0 DOCUMENTS COMPRISING THE BID

16.1 The bid submitted by the Bidder shall comprise the following:

Qualification Information, Form and Documents, EMD and Techno-Commercial details.

Price bid

Any other material required to be completed and submitted by the bidders in accordance with these instructions shall also be submitted. The documents listed under Sub-Clause 3.1 of ITB shall be filled in without exception. The bidders may also submit any additional details/documents to enhance their claim for techno-commercial qualification.

16.2 Submission of Bids

The proposal should be filled online at <https://eprocure.andaman.gov.in> and the bidding is based on two bids i.e., separate Technical and Financial Bids.

Technical Bid:

The technical bid shall contain the following:

- i. Scanned copy of the EMD
- ii. Pre-qualification details containing **schedules A to F** duly filled in, enclosing documentary evidence to prove qualification and Techno-Commercial Bid.
- iii. Duly signed bid documents along with format of Rent Agreement except the filled "price bid".
- iv. Scanned copy of Demand Draft towards the cost of tender document.
- v. Any other details which the Bidder feels are relevant to enhance their claim.

The original EMD and cost of tender document is to be submitted in the office of General Manager (projects), ANIIDCO Ltd. Vikas Bhawan, P.B No. 180 before 03.00 pm on 22.07.2024 However, the scanned copy of the EMD towards bid security and Demand Draft towards cost of tender document shall be uploaded alongwith the technical bid.

Price Bid

The price bid is to be filled online at <https://eprocure.andaman.gov.in> as per the format given under Section-VI.

17.0 DEADLINE FOR SUBMISSION OF THE BIDS

- 17.1 Bids must be submitted at <https://eprocure.andaman.gov.in> not later than the time and date specified in Invitation for Participation.
- 17.2 The ANIIDCO may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9.0 of ITB, in which case all rights and obligations of the ANIIDCO and the bidders previously subject to the original deadline will then be subject to the new deadline.

18.0 LATE BIDS

- 18.1 No bids will be received after the deadline prescribed in Clause 17.0 of ITB.

19.0 MODIFICATION AND WITHDRAWAL OF BIDS BEFORE DEADLINE OF SUBMISSION

- 19.1 No bid may be modified or withdrawn after the deadline for submission of bids.

E. BID OPENING AND EVALUATION

20.0 BID OPENING

- 20.1 The ANIIDCO will open the Techno-Commercial bid on the same day of receipt at the specified time. In the event of the specified date of Bid opening being declared a holiday for the ANIIDCO, the Bids will be opened at the appointed time and location on the next working day.
- 20.2 Price Bids of only those bidders whose Techno-Commercial Bids are acceptable and substantially responsive will be opened at a later date and the time, date and place of opening will be intimated over phone or e-mail to the qualified bidders after evaluation of Techno-Commercial Bids.
- 20.3 The Price bids of all other bidders, who are found not eligible and whose Techno-commercial bids are not acceptable, will be unopened. The decision of the ANIIDCO in this respect shall be final and binding on all the bidders.

21.0 PROCESS TO BE CONFIDENTIAL

- 21.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the ANIIDCO's processing of bids or award decision may result in the rejection of his bid.

22.0 CLARIFICATION OF BIDS

22.1 To assist the examination, evaluation and comparison of bids, the ANIIDCO may, at their discretion, ask any Bidder for clarification on his/her bid. The request for clarification and the response shall be in writing or by e – mail but no change in the price or substance of the bid shall be sought, offered, or permitted.

23.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

23.1 Prior to the detailed evaluation of bids, the ANIIDCO will determine whether each bid (a) is accompanied by the required EMD, (b) meets the eligibility criteria (c) has been properly signed and (d) is substantially responsive to the requirements of the bidding documents.

23.2 A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, the ANIIDCO's rights or the Bidder's obligations under the contract or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

23.3 If a bid is not substantially responsive, it will be rejected by the ANIIDCO and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

24.0 CORRECTION OF ERRORS

24.1 Bids determined to be substantially responsive will be checked by the ANIIDCO for any arithmetic errors. Errors will be corrected by the ANIIDCO as follows:

- a. where there is a discrepancy between the entries in figures and in words, the entries in words will govern; and
- b. If there is an arithmetical error, the correct total shall be computed by the ANIIDCO and the same shall govern.

24.2 The Bid will be adjusted by the ANIIDCO in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder.

24.3 If the Bidder does not accept the corrected Bid entries, the Bid will be rejected, and the EMD may be forfeited in accordance with Sub-Clause 14.4 (b) of ITB.

25.0 EVALUATION AND COMPARISON OF BIDS

25.1 The ANIIDCO will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 23. No bid will be considered if the complete requirements covered in the schedule is not included in the bid.

F. AWARD OF CONTRACT

26.0 AWARD CRITERIA

26.1 Subject to Clause 27.0, the ANIIDCO will take a decision on award of the contract to the Bidder whose bid has been determined to be substantially responsive to the bidding

documents and who has offered the maximum annual rent and who has been determined to be (a) eligible in accordance with the provisions of Clause 2, (b) qualified in accordance with the provisions of Clause 3 and (c) whose Techno-Commercial Bid is acceptable.

Provided however that Bidder who otherwise qualifies as aforesaid shall be liable to be disqualified if they have:

- made misleading or false representation in any of the forms, statements and attachments submitted in proof of the qualification requirements.
and/or
- a record of poor performance such as abandoning the works, not properly completing contracts, inordinate delays in completion, bad quality of work, litigation history, financial failures, etc.

26.2 The process of decision and award of contract shall be as under.

- a. Only bids that qualify pursuant to the Pre-qualification criteria in Clause 3.4 above and Techno-Commercial Bid shall be considered for further evaluation. The price bid of non-qualifying bids shall be unopened.

The price bid of only those bidders who qualify in the pre-qualification and Techno-Commercial evaluation will be opened subsequently.

The decision of the ANIIDCO regarding the technical evaluation, qualification, and opening of bids shall be final and binding on all Bidders.

- b. The Bidder who offers the maximum annual rent and qualified as above shall be awarded the work as per the terms of the contract.

27.0 ANIIDCO'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

27.1 Notwithstanding anything contained in Clause 26.0 of ITB, the ANIIDCO reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the ANIIDCO's action.

28.0 NOTIFICATION OF AWARD, FURNISHING SECURITY DEPOSIT AND SIGNING OF AGREEMENT

28.1 The Bidder whose bid has been accepted will be notified of the award by the ANIIDCO prior to expiration of the bid validity period in writing.

This letter (hereinafter called the "Letter of Acceptance") will state period of rent (hereinafter and in the Contract called the "Rent Period").

28.2 The Notification of Award will constitute the formation of the Contract, subject to the Bidder furnishing security deposit in accordance with the provisions of Clause 28.3 & 28.4 of ITB and signing the Agreement in accordance with Clause 28.6.

- 28.3 Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the ANIIDCO a Security Deposit equivalent to 12 months rent (quoted) as per format given or another form acceptable to the ANIIDCO.
- 28.4 The bank guarantee shall be issued either (a) at the Bidder's option by a Scheduled Indian bank or (b) by a Nationalised bank located in India and acceptable to the ANIIDCO.
- 28.5 Failure of the successful Bidder to comply with the requirements of Clause 28.3 of ITB shall constitute sufficient grounds for cancellation of the award and forfeiture of EMD.
- 28.6 Upon the successful Bidder furnishing the Security Deposit, an Agreement is to be signed between the ANIIDCO and the Bidder in the prescribed form enclosed with bid document. This Agreement will incorporate all provisions of Agreements between the ANIIDCO and the successful Bidder. It will be signed by the ANIIDCO and the successful Bidder within 28 days of Notification of Award in the ANIIDCO's office.
- 28.7 The ANIIDCO will then promptly notify the other Bidders that their bids have been unsuccessful and will return their EMD within 30 days of the end of the bid validity period specified in clause 13.0.

Managing Director, ANIIDCO

SECTION – III

SCHEDULES

SCHEDULE – ‘A’

CORPORATE INFORMATION OF BIDDER

1. Name of Bidder

Head Office Address

Telex No.

Telephone No.

Fax No.

2. Place and year of incorporation (attach copy of certificate of incorporation)

3. Brief description of the Company

4. Main lines of Business

5. Details of individual who will serve as the point of contact / communication within the firm with following information

- a) Name
- b) Designation
- c) Company
- d) Address
- e) Telephone number
- f) e- mail address
- g) Fax number

6. Name, designation, address and phone number of authorized signatory of the Bidder

- a) Name
- b) Designation
- c) Address
- d) Phone No.
- e) Fax No.
- f) e- mail address

Signature:

Name:

Designation:

Name of the bidder:

SCHEDULE - 'B'

EXPERIENCE

Experience of the bidders in operation of restaurant for atleast three years during last seven years

Sl. No	Financial Year	Annual Turnover from operations of restaurant (Rs. in crores)
1.	2022-23	
2.	2021-22	
3.	2020-21	
4.	2019-20	
5.	2018-19	
6.	2017-18	
7.	2016-17	
	Total	

Note:

1. Please attach annual report and audited accounts of the Bidder.
2. CA certified Turnover to be furnished.

Signature:

Name:

Designation:

Name of the bidder:

SCHEDULE - 'C'

LITIGATION HISTORY

(Each Bidder should provide information on history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. Sheets should be attached wherever necessary).

Sl. No.	Name of the Bidder	Name of Company	Year of start of litigation	Disputed amount in Rs. in lakhs	Award 'for' or against applicant Rs. in lakhs	Actual Awarded Amount in Rs. in lakhs

Signature :
Name :
Designation :
Name of Bidder :

SCHEDULE – 'D'

PROPOSED ORGANISATION FOR OPERATION OF THE MOHWA RESTAURANT (RESOURCES AVAILABLE/TO BE DEPLOYED)

1. KEY PERSONNEL

Sl. No.	Designation	No. of persons

2. BIO DATA OF KEY PERSONNEL

Signature:

Name:

Designation:

Name of the bidder:

SCHEDULE – 'E'

PLAN FOR MANAGING THE OPERATION OF MOHWA RESTAURANT

1. Investment and source of finance
2. Operation plan

Signature:

Name:

Designation:

Name of the bidder:

SCHEDULE – 'F'

AFFIDAVIT

(To be given on a non-judicial stamp paper)

I, the undersigned do hereby certify that all the statements made in the attachment are true and correct.

The undersigned hereby authorizes and requests any Bank, person, Firm or Corporation to furnish pertinent information deemed necessary and requested by the ANIIDCO.

The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of ANIIDCO.

The undersigned also hereby certifies that neither our firms/companies/ Joint Ventures/ Associates Ms..... nor any of its constituent partners/companies/Joint Ventures/Associates have abandoned any work in India nor any contract awarded to us for such work has been rescinded in the past five years.

The undersigned also hereby authorizes ANIIDCO and their authorized representative to conduct any inquiries or investigation to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and ANIIDCO regarding any financial and technical capability. This will also serve as authorization to ANIIDCO representative to contact in person or otherwise, any individual or authorized representative of any institution referred to in the supporting information and obtains such information as may be required by him to verify statements and information provided in this application, or with regard to the resources, experience and competence of the Applicant.

The undersigned understands that furnishing of false information could result in my disqualification.

(Signed by an Authorized Signatory of the Bidder)
Title of Officer

Name of Bidder

Date:

SECTION – IV

FORM OF RENT AGREEMENT

This Rent Agreement is made at Port Blair on this day ofby and between Andaman and Nicobar Islands Integrated Development Corporation Limited, Vikas Bhawan, Port Blair, represented by its General Manager (hereinafter called "ANIIDCO" which expression shall, unless repugnant to the context and meaning thereof, be deemed to include its successors and permitted assigns) of the ONE PART AND....., a company incorporated under the provisions of the Companies Act, 1956/2013, having its Registered Office at (hereinafter referred to as "TENANT" represented by the, Shri. which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns), of the OTHER PART,

WHEREAS the Tourism Department of A&N Administration has leased Mohwa Restaurant located at Radhanagar, Swaraj Dweep to ANIIDCO for giving on rent to private operator for operation and maintenance of Mohwa Restaurant stated at Annexure I.

AND WHEREAS the ANIIDCO is desirous to rent out the Mohwa Restaurant stated at Annexure I for a period of 05 years, and invited competitive tenders vide tender no.....dated with the condition that the annual rent for the Mohwa Restaurant is (at present) and with an annual increment of 5 per cent in the subsequent years; the Letter of Award of work was issued vide the letter no. dated to the TENANT, who has quoted the highest rental of Rs. _____ (Rupees _____only) subject to the terms and conditions stipulated in the tender document.

AND WHEREAS,

In pursuance of the said tenderdated and in consideration of the rent mentioned there in and covenants hereinafter mentioned, ANIIDCO hereby demise unto and its successors and assigns (TENANT) the Project Assets, to hold the Project Assets unto for a period of 05 years commencing from the date of execution of this Rent Deed, at a annual rent of Rs. (Rupees.....Only) payable in advance for the financial year due on or before the 5th April, till, and with an enhancement of 5 per cent over and above the said rent on every anniversary in the subsequent years;

The payment of the said rent will be made by (TENANT) prior to execution of Rent Deed, of the said property in the first year, and within 5th day of the anniversary of the execution of the Agreement in subsequent years.

The ANIIDCO shall transfer the possession of the Projects Assets to the TENANT within 7 calendar days upon execution hereof.

The TENANT has furnished the Performance Security to the ANIIDCO as provided for in the Letter of Award.

The TENANT shall commence the operation of the Mohwa Restaurant with in 90 calendar days from the date of execution and registration of this Rent Agreement and upon handing over of the Projects Assets after obtaining all necessary statutory approvals for the commencement of operation and maintenance. The ANIIDCO shall extend the time if required, depending upon the merit of the case. In the event of any delay directly attributable to the TENANT for

commencement of taking over beyond the aforesaid period and any extensions given by the ANIIDCO, the TENANT shall pay Rs. 1.00 lakh per month for every month of delay for a maximum period of six months, after which the Rent Agreement may be cancelled, unless mutually agreed by both parties for further extension. The amount due to ANIIDCO shall be recovered from the Security Deposit provided by the TENANT.

NOW THIS AGREEMENT BY AND BETWEEN THE PARTIES WITNESSETH AS UNDER:

1.0 DEFINITIONS AND INTERPRETATIONS

Definitions

In this Rent Agreement, the following terms shall have the meaning hereby assigned to them except where the context otherwise requires;

“Contract” means the rent agreement, these conditions, bid documents and the further documents (if any) which are listed in the rent agreement.

“TENANT” shall mean the person, firm or company who has entered into Agreement for the repair, maintenance & operation of the Mohwa Restaurant and shall include their executors, successors and permitted assigns.

“Work” shall mean the works to be executed in accordance with the contract.

“Applicable Permit/Law” means all clearances, permits, authorization, consents and approvals required to be obtained or maintained under applicable laws in connection with the repair, construction, engineering, procurement, additional works, operation, maintenance, marketing and managing the Mohwa Restaurant during the rent period.

“Project” means to “Operate, Maintain and Transfer” of Mohwa Restaurant owned by the Andaman and Nicobar Administration at Radhanagar, Swaraj Dweep, Andaman & Nicobar Islands and leased to the ANIIDCO.

“Project Assets” means the building of Mohwa Restaurant stated at Annexure I of the Rent Agreement and given on rent by the ANIIDCO for the purpose of this Agreement.

Rent Period means a period of 05 years from the date of signing the Agreement, for which the Project Assets will be rent out to the TENANT by the ANIIDCO as per the Agreement and in case of termination of Agreement by the ANIIDCO, the period up to the date of such termination from the date of agreement.

“Transfer” means actual delivery of possession of the project assets in accordance with this agreement by the TENANT to ANIIDCO or its nominee on expiry of Rent Agreement.

“Construction” shall include, unless the context otherwise requires, investigation, design, engineering procurements, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction.

“Operation and Maintenance” means all works necessary to keep the Mohwa Restaurant stated at Annexure I functioning satisfactorily during the rent period.

“Renovation and maintenance” means interior renovation/decoration of floor, wall, ceiling of Mohwa Restaurant.

“Appointed Date” means the date of which:

- i. Signing of Rent Agreement and handing over of the site without encumbrance.
- ii. Taking possession of Mohwa Restaurant stated at Annexure I.

“Drawings” means all of the drawings, calculations and documents pertaining to the project and shall include “as built” drawings of the Project.

“Good Industry Practice” means those practices, methods, techniques, standards, skill, diligence and prudence which are generally and reasonably expected of and accepted internationally from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and would mean good engineering practices in the design, engineering, and production management and which would be expected to result in the performance of its obligations by the TENANT and in the operation and maintenance of the Mohwa Restaurant in accordance with this Agreement, applicable laws, applicable permits, reliability, safety, environment protection, economy and efficiency.

“Administration” means Government of India or Tourism Department or any Department of A & N Administration of Andaman & Nicobar Islands.

“O & M” means the Operation and Maintenance of the Mohwa Restaurant stated at Annexure I during the rent period.

“Rs.” or “Rupees” means the lawful currency of the Republic of India.

“Scope of Project” shall have the meaning ascribed there to in Clause 2.1 of the bid document.

“Specifications and Standards” means the specifications and standards relating to the quality, capacity and other requirements for the Mohwa Restaurant and any modifications thereof, or additions thereto as included in the design and engineering for the Mohwa Restaurant submitted by the TENANT to and expressly approved by ANIIDCO.

“Taxes” means any Indian taxes on corporate income, sales tax, excise duties, customs duties and local taxes and any impost of like nature (whether Central, State or local) charged, levied, imposed on the goods, materials, equipment and services incorporated in and forming part of the Project on the construction operation and maintenance thereof and on the Project Assets, and all taxes/duties, sales tax, turnover taxes, VAT, CST, GST, etc. on raw materials and finished goods, etc. but excluding any interest, penalties and other sums in relation thereto imposed to any account whatsoever.

“Termination” means the termination of this Agreement.

“Termination Date” means the date on which this Agreement is terminated by a Termination Notice.

“Termination Notice” means the communication issued in accordance with this Agreement by the party terminating this Agreement to the other.

COD means Commercial Operations Date

1.2 Interpretations

Agreement unless the context otherwise requires

- i. Any reference to a statutory provision shall include such provision as it is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder.
- ii. Reference to Indian law shall include the laws, acts ordinances, orders, rules, regulations, bye laws or other instruments which have the force or law of any State or Union Territory forming part of the Union of India.
- iii. The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity).
- iv. The headings are for convenience of reference only and shall not be used in and shall not affect the construction or interpretation of this Agreement.
- v. Terms beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein and the terms defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.
- vi. The words “include” and “including” are to be construed without limitation.
- vii. Any reference to any period of time shall mean a reference to that according to Indian Standard Time.
- viii. Any reference to day shall mean a reference to a calendar day.
- ix. Any reference to month shall mean a reference to a calendar month of Gregorian calendar.
- x. The Schedule to this Agreement forms an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.
- xi. Any reference at any time to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended or the time of such reference, provided that this clause shall not operate so as to increase liabilities or obligations of ANIIDCO hereunder or pursuant hereto in any manner whatsoever.
- xii. Reference to Recitals, Articles, Clauses, Sub-Clauses, paragraphs, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be reference to Recitals, Articles, Clauses, Sub-clauses, paragraphs and schedules of or to this Agreement.
- xiii. Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any party or the Consultant shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such party.
- xiv. Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; and
- xv. Unless otherwise expressly provided in this Agreement, any Documentation required to be provided or furnished by the TENANT to ANIIDCO shall be provided free of cost and in three copies and if ANIIDCO is required to return any such Documentation with their comments and / or approval, they shall be entitled to retain two copies thereof.

1.3 **Priority of contract documents and errors/discrepancies**

The several documents forming this Agreement are to be taken as mutually explanatory to one another and, unless otherwise expressly provided elsewhere in this Agreement, the priority of the following documents shall in the event of any conflict between them be in the order they are set out:

- i. Rent Agreement
- ii. Bid Document

2. **SCOPE OF WORK**

2.1 The scope of the Project shall be as described in project particulars (Clause 1.2 of Section-II) of the Bid document read with this Agreement and shall include performance and execution by the TENANT to:

- a. Renovate and maintain the Mohwa Restaurant
- b. Operation of Mohwa Restaurant and bar having license to sell soft liquor like beer/wine/RTD for a period of 05 years.
- c. Deploy trained manpower for operation of Mohwa Restaurant.
- d. Compliance of all applicable laws, registration of Mohwa Restaurant etc.
- e. Handing over of the Mohwa Restaurant building to ANIIDCO in good working condition, on completion of the rent period.

- 2.2
- a. The TENANT shall be permitted to use the Mohwa restaurant building as per site map enclosed as **Annexure – I** subject to the general control of the ANIIDCO/Directorate of Tourism, A&N Administration.
 - b. The successful bidder shall be allowed to utilize the Mohwa Restaurant and carryout renovation and maintenance of the building, subject to prior intimation to ANIIDCO and Directorate of Tourism but shall not be permitted to carry out any additional construction or modification of the building including structural changes.
 - c. The TENANT shall utilize the building only for operation of cafe, restaurant and sale of soft liquor like beer/wine/RTD and not for any other liquor.
 - d. All the operating expenses, cost of raw material, maintenance charges, annual maintenance charges, utility charges, taxes and cesses, etc. shall be borne by the TENANT.
 - e. The TENANT shall be permitted to operate the restaurant/bar as per the timing prescribed under applicable law/Excise Rule of A & N Administration.
 - f. The TENANT shall also install CCTV at the premises with one month recording backup.
 - g. The TENANT shall obtain electrical and water connection on payment of applicable charges, however, it will be the responsibility of TENANT to arrange for backup supply.
 - h. The TENANT shall utilize the existing common toilet facility available in Radhanagar beach for the guests of the restaurant and TENANT has to make arrangements for its maintenance.
 - i. The TENANT shall not assign or sub-let the property/contract or create any charge on property.
 - j. The TENANT shall be free to decide the menu rate for operation of Mohwa Restaurant and for operation of bar selling soft liquor like beer/wine/RTD, however, it will be the

responsibility of the TENANT to obtain necessary license for operation of bar selling soft liquor like beer/wine/RTD, food license, fire clearance, etc.

- k. It will be the responsibility of the TENANT for installation of furniture, equipment, etc. for operation of the restaurant and at the end of the rent period of 5 years, vacant possession of the building shall be handed over in good condition. It will be the responsibility of the TENANT to carry out any repair & maintenance of the building during the rent period subject to prior intimation to ANIIDCO and Directorate of Tourism.
- l. No terminal payment shall be made at the end of the rent period of 5 years. Cost towards any damage to the building shall be recovered from the performance security of the successful bidder.

3. RENT PERIOD

The rent period of 05 years shall commence on the date of signing of the agreement. At the end of the rent period, Mohwa Restaurant to be returned to ANIIDCO in good operating condition along with furniture & fixture and other assets failing which the amount shall be recovered from the performance security. No extension of rent period beyond the agreed upon duration as per the Agreement shall be given to the TENANT under any circumstance or on any ground whatsoever except under Force Majeure event (refer clause 26(e)(i)).

4. OCCUPATION AND USE OF LAND BUILDING OF MOHWA RESTAURANT

The TENANT shall be granted permission in connection with the project including:

- i. Rights of way from public roads to the site.
- ii. Permission/license to enter into and utilize the Mohwa Restaurant for the procurement, installation and commissioning of additional equipment in accordance with this Deed.
- iii. Rights to utilize the existing building specifically stated in Annexure I.
- iv. Rights to obtain power and water connections and draw lines.
- v. Maintain and manage the project assets.
- vi. Receive profits and other service charges from the operation of the unit of the Mohwa Restaurant during the rent period.
- vii. The successful bidder shall be allowed to utilize the Mohwa Restaurant and carryout renovation and maintenance of the building, subject to prior intimation to ANIIDCO and Directorate of Tourism but shall not be permitted to carry out any additional construction or modification of the building including structural changes and the condition that they will hand over the same to ANIIDCO without any compensation at the time of expiry or termination of lease whichever is earlier. However, the Tenant shall not change the basic structure of building and Tenant shall not have right/claim on the let out property, after completion of tenancy period or termination of rent agreement whichever is earlier.

5. ASSIGNMENT OR SUB-LETTING OF CONTRACT

The TENANT shall not assign or sub-let the property/contract or create any charge on property.

6. SECURITY DEPOSIT

To ensure due and faithful performance of its obligation during the project period provided, the TENANT shall furnish a Security Deposit equivalent to 12 months rent in the form of bank guarantee from any Scheduled Bank in the form set forth in Section-V in favour of ANIIDCO Ltd., Port Blair within 21 days of the date of letter of acceptance to the ANIIDCO. Security Deposit (in the form of Bank Guarantee) should be valid for the period of rent plus six months. In the event of the TENANT being in default in the due and faithful performance of its obligations under the agreement during the maintenance and operation period or fails to remedy the default within a reasonable period, the ANIIDCO shall, without prejudice to its other rights and remedies hereunder, be entitled to forfeit or enhance the security deposit as damages for such default.

7. REGISTRATION OF AGREEMENT

The Rent Agreement between ANIIDCO and TENANT shall be registered at Port Blair. All the costs and charges associated with the registration of Agreement shall be borne by the TENANT.

8. RENT

The TENANT has to pay the ANIIDCO the Rent as specified in the Invitation for Participation of OMT Project from the date of execution of Rent Deed, of the Mohwa Restaurant stated at Annexure I. The rent shall be payable every year in advance on or before the 5th working day of April in the form of Demand Draft/ Banker's Cheque issued by a Scheduled Bank/Nationalized Bank in favour of General Manager, ANIIDCO Ltd., payable at Port Blair. However, the Rent of first financial year will be paid in advance at the time of taking possession of the Mohwa Restaurant stated at Annexure I. The Rent shall be increased annually by 5 per cent of last revised rent. An interest of 18 per cent per annum shall be payable for any delay in the payment of rent.

9. CONSULTANCY FEE

If the ANIIDCO incurs additional expense for checking the designs for additional works, electrification, etc. by a 3rd party, the ANIIDCO has the right to get additional fee towards such expenses.

10. UTILITIES

The existing water and electrical supply available at Mohwa Restaurant can be used by the TENANT against payment of actual basis. However backup power, additional water or any additional requirement of utilities will be met by the TENANT.

11. WASTE DISPOSAL

TENANT shall not discharge any waste in sea and comply with the standards laid down by the Pollution Control Board and/or by the ANIIDCO.

12. INDEMNITY AND LIABILITY

The TENANT will indemnify, defend and hold ANIIDCO harmless against any and all proceedings and actions and 3rd party claims, losses, damages, accidents, loss of life and expenses of whatever nature arising out of the design, engineering, construction, renovation, interior decoration, procurement, operation and maintenance of the Mohwa Restaurant or arising out of any breach by the TENANT or sub-contractor of any of its obligations under this Deed/Agreement or subsequent agreement executed by the TENANT. The TENANT shall also fully indemnify and hold harmless and defend the ANIIDCO including its officers, servants, agents and authorities representatives from or against any and of loss and damages arising out of or with respect to:

- a. Non-compliance with applicable laws and applicable permit by TENANT.
- b. Non-payment of tax relating to works, sub-contractors, suppliers, etc. or tax required in connection with operation and maintenance sales tax or any other tax to be paid by the TENANT or
- c. Non-payment of amount due as a result of materials or services furnished to the TENANT or any of its agencies which are payable by the TENANT or any of its agencies.
- d. Any acts done by the TENANT during the pendency of the rent period.

13. RELICS

Relics of gold, silver, oil and other materials of any description and all precious stones, coins, treasures, relics, antiquaries and other similar things, which may be found in or up on the site shall be the property of the ANIIDCO and the TENANT shall duly preserve the same to the satisfaction of the ANIIDCO and shall from time to time deliver the same to such person or persons as the ANIIDCO may appoint to receive the same.

14. PATENT RIGHT

The TENANT shall fully indemnify ANIIDCO or the agent/servant or employee against any action, claim or proceedings relating to infringement or the use of any patent or design and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract.

15. a) STATUTORY ASPECTS

The TENANT shall obtain all relevant statutory registrations, approvals, permissions, license and other compliance under GST, central excise, custom, provident fund, ESI, etc in his/her own name and the ANIIDCO shall not be liable for any of the non-compliances and liabilities arising thereby.

b) TAX AND DUTIES

All charges on account of GST, excise or sales tax, compensations and/or other duties or any levy as the case may be on the works shall be borne by the TENANT.

All taxes, cesses and duties on procurement of goods and services and sales of finished products shall be borne by the TENANT.

16. BYE-LAWS

a) The TENANT shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for obtaining prior approval, if any, and payment of all fees and other charges, giving and receiving of all necessary notices and keeping the ANIIDCO informed of the said compliance with the bye-laws, payments made, notices issued and received.

The TENANT shall indemnify ANIIDCO against all claims in respect of royalties, patent rights, design trademarks of name or other protected rights in respect of any plant, machine, work or materials used for or in connection with the work or temporary works and from and against all claims, demands proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The TENANT shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

b) The TENANT shall comply with proper and legal orders and directions of the Administration and abide by their rules and regulations and pay all fees and charges which he may be liable.

17. INSURANCE

The TENANT shall insure against liability for any loss, damage or body injury, which may occur to any physical property or to any person which may arise out of the performance of the contract and during the operation and maintenance period.

The TENANT shall keep all the documents relating to the insurance and shall be made available for the inspection of the ANIIDCO. The expiry date of effective insurance policy will be 6 months after the transfer of project assets to the ANIIDCO.

The TENANT while insuring the Project Assets, shall incorporate suitable provisions in the insurance policy, such that the insurance proceeds towards the same, if any, are paid to the ANIIDCO by the insurance provider.

18. ENGAGING OF STAFF

- i. The TENANT will be free to engage his own staff in the Mohwa Restaurant.
- ii. The TENANT shall be responsible for the safety of all employees employed by him on the works, and shall report any serious accident to any of them, whatever and wherever, occurring on the works to the concerned authorities and shall make every arrangement to render all possible assistance.
- iii. The TENANT shall make at his own expense adequate arrangements for the housing, supply of drinking water, food, provision of latrines and urinals for his staff.
- iv. The TENANT shall conform to all laws, byelaws and rules and regulations for the time being in force pertaining to the employment of local or imported staff and shall provide the needed ESI cover to the workers employed by him. The TENANT shall pay rates of wages and observe conditions of staff, which are not lower than those established for the trade or industry subject to payment of minimum wages as fixed by the A&N Administration time to time.
- v. The TENANT shall comply with all the relevant laws applicable to the industry including laws relating to the employment, health, safety, welfare, immigration and emigration and shall allow them all their legal rights.

- vi. The ANIIDCO shall be kept indemnified under the policies of insurance by the TENANT against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the TENANT or any other of the TENANT's personnel. The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the works. The workers engaged by the TENANT shall not be entitled to claim any benefit from the ANIIDCO on account of any act of the TENANT.
- vii. On completion of the rent period or termination of Rent Agreement, the TENANT shall settle all the claims and liabilities of the employees/staff employed by him. The ANIIDCO shall not provide any employment to any of the employees/staff who are employed by the TENANT for the project and the TENANT will be solely responsible for redeploying or suitably compensating them upon completion of rent period or termination of the rent agreement. The ANIIDCO will not and shall not regularize or take over any of the appointments made by the TENANT for the project.

19. FINANCING OF THE PROJECT

- i. The TENANT shall raise all the funds necessary for the successful completion, marketing, renovation, operation and maintenance of the Mohwa Restaurant. Additional funds, if any, required for the completion shall be arranged by the TENANT. The TENANT shall indicate the funding pattern and resources with sufficient proof along with the technical bid.
- ii. The TENANT shall not SUB-LET/mortgage/pledge/hypothecate Projects Assets of Mohwa Restaurant.
- iii. The successful bidder shall be allowed to utilize the Mohwa Restaurant and carryout renovation and maintenance of the building, subject to prior intimation to ANIIDCO and Directorate of Tourism but shall not be permitted to carryout any additional construction or modification of the building including structural changes and the condition that they will hand over the same to ANIIDCO without any compensation at the time of expiry or termination of lease whichever is earlier. However, the Tenant shall not change the basic structure of building and Tenant shall not have right/claim on the let out property, after completion of tenancy period or termination of rent agreement whichever is earlier.
- iv. None of the parties shall be liable to the other party for any special, indirect, incidental losses or consequential damages, including damages due to lost profits, loss of opportunities, data, goodwill, image or savings in connection with or arising out of or under this Rent Deed.

20. OBLIGATIONS OF ANIIDCO

The ANIIDCO shall perform the following:

- i. So long as the TENANT is not in breach of his obligations under this Agreement, ANIIDCO agrees to the faithful use of the facilities, operation and maintenance of the Mohwa Restaurant stated at Annexure I by the TENANT.
- ii. Enable access of the TENANT to the site and infrastructure facilities mentioned in Annexure I.
- iii. Assist the TENANT in procuring such of the applicable permits as required by law in accordance with and subject to the TENANT complying with applicable laws.

21. RIGHTS OF ANIIDCO

- i. The ANIIDCO shall have the following rights:
- ii. To enter the Mohwa Restaurant at all times
- iii. To examine any documents relating to safety, compliance of law, maintenance of equipment etc. maintained by TENANT on the day to day management of Mohwa Restaurant.
- iv. To examine the day-to-day management of Mohwa Restaurant and to give suggestions for improving performance of the day to day management and the TENANT shall incorporate such suggestions in his working within reasonable time.
- v. To bring to the notice of the TENANT unsatisfactory behavior of any of the persons employed by the TENANT for appropriate action including removal.

22. WARRANTS AND COVENANTS

(A)The ANIIDCO is the warrants and covenants to the TENANT as follows:

- i. The ANIIDCO has full right, absolute authority and good power and good title to execute this Deed/Agreement for causing grant of rent in respect of the Project Assets.
- ii. The TENANT shall hold and enjoy the Project Assets for the entire rent period of 05 years without any interruption, disturbance, claims or demand whatsoever by the ANIIDCO or any person claiming under or through or in trust of the ANIIDCO, subject to the TENANT observing and performing the covenants, conditions and stipulations herein contained and on its part to be observed and performed.
- iii. The rent period shall not be extended, on any ground or under any circumstance, after the termination of the rent period.
- iv. The possession of the Project Assets free from all encumbrances shall be handed over to the TENANT within 7 working days after execution of this Rent Deed.
- v. The TENANT, shall not use or allow usage of Mohwa Restaurant, its premises, its infrastructure and amenities or any part thereof for any purpose other than the intended purpose.
- vi. During the rent period the ANIIDCO shall not terminate the Agreement save and except as expressly set out herein.
- vii. That during the subsistence of the rent period, the ANIIDCO shall not permit anything whereby the rights of TENANT hereunder over the Project Assets are adversely or prejudicially affected, violated or extinguished.
- viii. The ANIIDCO/Tourism Department of A & N Administration shall pay all past, present and future taxes, duties, levies and other charges with respect to the land in which the Mohwa Restaurant and premises situated.
- ix. The ANIIDCO shall observe and perform all the terms and conditions, covenants and agreements on which it holds the Project Assets and shall pay all the liabilities to Government, local bodies and other authority in respect of the land and building in which the Mohwa Restaurant and premises situated.

(B)The TENANT warrants and covenants to the ANIIDCO as follows:

- i. The TENANT shall pay a annual rent of Rs. _____ (Rupees _____ only) to the ANIIDCO payable in advance for the financial year due on fifth day of April that financial year from the date of signing of the Rent Deed, and at the enhanced rate for subsequent years, as agreed up on earlier in this deed.
- ii. The TENANT shall be entitled on their own to apply for all permissions, clearances and or licenses for the repair, electrification, water supply, internet facility, telephone connectivity, cable laying or any other related activity for the

effective implementation of the project, from all statutory, local or Government authority, Pollution Control Board, Fire & Rescue Department or such other similar service providers. The ANIIDCO shall not be held liable for providing any assistance for obtaining such approvals/clearances/ permissions. The cost for providing required facilities for supply of power, water and communication lines to the Project Assets shall be borne by the TENANT. All power and water consumption charges shall be borne by the TENANT.

- iii. All expenditure for the repair, overhauling, maintenance, operation shall be borne by the TENANT. The maintenance of the Projects assets shall be undertaken by the TENANT directly or through reputed agencies. Upkeep and maintenance of the premises shall be as per the normal practice of facility maintenance.
- iv. The TENANT shall insure against liability for any loss, damage or body injury, which may occur to any physical property or to any person which may arise out of the performance of the contract and during the operation and maintenance period and keep the ANIIDCO indemnified at all times in respect of these matters.
- v. The TENANT shall market the services of Mohwa Restaurant directly without involving ANIIDCO. The TENANT shall also not use the name or label of ANIIDCO. The TENANT shall use its own license, approval, registration and trade mark etc.
- vi. The TENANT shall not cause any loss or damage to the Mohwa Restaurant, and building allowed to be used as specified in Annexure – I.

23. FINAL AUTHORITY

Notwithstanding any of the conditions mentioned above, the final authority on any matter connected with the project vests with the Managing Director, ANIIDCO.

24. TERMINATION

The ANIIDCO shall have the right to terminate the Rent Agreement without paying any compensation to the TENANT in case of breach of contract or default by the TENANT. Following events shall constitute events of breach of contract or default by TENANT.

- i. TENANT fails to commence the work within nine months from the date of signing of Agreement.
- ii. TENANT abandons the project or any of its material obligations under the contract.
- iii. TENANT commits default in complying with any of terms and conditions of the Agreement and fails to rectify the same within 30 days on receipt of notice in this behalf from ANIIDCO.
- iv. TENANT fails to maintain the project to the satisfaction of ANIIDCO during the operation period.
- v. TENANT fails to pay the charges for electricity, water, etc at the appropriate tariffs and the dues for such services are outstanding for more than 3 months.
- vi. TENANT fails to pay the liabilities with respect to workmen namely payment of wages, EPF contribution and all similar liabilities and such liabilities are outstanding for more than 3 months.
- vii. TENANT delays any payment that has fallen due under this contract and if such delay exceeds 30 days.
- viii. TENANT fails to act on any instructions issued by ANIIDCO as per clause 21 within a reasonable period to the satisfaction of ANIIDCO.

- ix. TENANT commits any alterations/modifications/ interior decorations/ furnishing/additional constructions without prior intimation to ANIIDCO and Directorate of Tourism.
- x. TENANT fails to keep the buildings, structures, installations and equipments in good condition and under safe custody.
- xi. TENANT uses the Mohwa Restaurant and premises for any purpose not related to the business of restaurant or make any alteration or additions or constructions or renovations or interior decoration or furnishing, without prior intimation to ANIIDCO and Directorate of Tourism, during the operation period.
- xii. TENANT commits any act that the ANIIDCO deems it to be against the interest of the rented property.
- xiii. TENANT fails to ensure the safety of workers or fails to maintain regulations related to the labour laws and other applicable laws.
- xiv. TENANT lays off the Mohwa Restaurant and fails to run the Mohwa Restaurant continuously for 5 days other than the annual maintenance of the restaurant.
- xv. The business of the TENANT is dissolved or reconstituted, or the business is closed either due to disputes inter-se amongst its stakeholders or otherwise.

Without prejudice to any other rights or remedies which the ANIIDCO may have in respect of/under this agreement, if there is a breach or failure to perform or observe all or any of the terms and condition on the part of the TENANT to be performed and/or observed, the ANIIDCO shall issue a notice calling upon the TENANT to remedy/rectify such defects/failure, and if within a reasonable time it is not done by the TENANT, the ANIIDCO shall have the right to terminate the Rent Agreement by forfeiting the security deposit and to re-enter the rented premises.

If the TENANT fails to remedy such breach or default within the period provided by the ANIIDCO, the ANIIDCO shall terminate the agreement/contract by a communication in writing (termination notice), take possession and control of the materials and built-up areas and control the project including collection of any amount due to TENANT.

The TENANT shall be bound to operate the Mohwa Restaurant for the specified rent period. However, the TENANT can approach the ANIIDCO for termination of Agreement on a mutually agreeable basis subject to following conditions:

- a. TENANT shall submit No-dues certificate/Non-liability certificate from concerned agencies/authorities with respect to service charges like water, electricity etc and statutory payments like GST, excise duty, payment of wages, EPF contribution, etc.
- b. TENANT shall provide an appropriate indemnity bond for any other third party liability.
- c. TENANT shall re-deploy all the employees/staff employed by him in the Mohwa Restaurant.
- d. ANIIDCO will not take any responsibilities for any manpower employed by the TENANT.
- e. ANIIDCO shall forfeit the Security Deposit provided by the TENANT.
- f. In the event of termination of Rent Agreement by the ANIIDCO, for whatever reason, the TENANT shall not be entitled for any compensation.

25. HANDING OVER

On completion of the rent period the TENANT shall deliver the Projects Assets of Mohwa Restaurant including the building allowed to be used, without any encumbrances and liabilities to the ANIIDCO. Any renovation expenses will be the sole responsibility and liability of the bidder and ANIIDCO will not bear any responsibility for any cost including for any part of the renovation costs as re-imburement or payment to the bidders. The security deposit shall be with held/forfeited if the Projects Assets are not returned to the ANIIDCO. In such an event, right in respect of the building, equipment and all the improvements thereupon for the smooth working of the Mohwa Restaurant shall absolutely vest with the ANIIDCO.

On completion of the rent period or termination of Rent Deed, the TENANT shall settle all the claims and liabilities of all the parties/authority including the employees/staff employed by them. The ANIIDCO shall not guarantee any employment to any of the employees/staff who are employed by the TENANT for the project and the TENANT will be solely responsible for redeploying or suitably compensating them upon completion of rent period or termination of the Rent Agreement. The ANIIDCO will not and shall not regularize or take over any of the appointments made by the TENANT for the project. As in the case of termination of Deed, the TENANT shall not be entitled for any compensation. If the TENANT does not transfer the Project Assets on completion of rent period or on termination of Rent Agreement, whichever is earlier, the TENANT will be liable to pay damage @ double the normal rent per year along-with penal interest @ 18% per annum for occupying the rented premises till it is vacated. This does not mean that the TENANT can occupy the premises by paying penalty charges and the TENANT shall be evicted by invoking the provisions of Public Premises Act.

26. FORCE MAJEURE

- a. If either party is temporarily unable by a reason of Force Majeure or the laws or regulations of India to meet any of its obligations under the contract, and if such party gives to the other party written notice of the event within two weeks after its occurrence, such obligations of the party as it is unable to perform by reason of the event, shall be suspended for, as long as the inability continues.
- b. Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in Clause (a) above or delays arising from such event.
- c. The term "Force Majeure" as employed herein, shall mean "Act of God, Strike, Lock-outs or other Industrial Disturbances, Insurrection, Riots, Epidemics, Land Slides, Earth Quakes, Storms, Lightening, Floods, Wash Outs, Civil Disturbances, Explosions and any other similar event not within the control of either party, and which, by the exercise of due diligence, neither party is able to overcome".
- d. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such party's sub-consultants or agents or employees, nor (ii) any event which a diligent party could reasonably have been expected to both (A) take into account at the time of the conclusion of this contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- e. Effect of Force Majeure Event: Upon the occurrence of any Force Majeure Event, the following shall apply:
 - i. Where a Force Majeure Event occurs after COD, the Tenant shall continue to make all reasonable efforts to operate the Project, but if he is unable to operate the Project during the subsistence of such Force Majeure Event, the corresponding rent Period shall be extended

- ii. Cost arising out of or concerning such Force Majeure Event shall be borne by the Lessee.

27. AMICABLE SETTLEMENT OF DISPUTES

In case of any dispute between the ANIIDCO and the TENANT, all reasonable efforts shall be made for an amicable settlement in the first instance. Unresolved dispute between the ANIIDCO and the TENANT shall be referred to sole arbitrator to be appointed by the Managing Director, ANIIDCO Ltd., Port Blair. Within thirty days of receipt of notice from the TENANT of his intention to refer the dispute to arbitration, the ANIIDCO shall finalize a panel of three Arbitrators and intimate the same to the TENANT. The TENANT shall within fifteen days of receipt of this list, select and confirm his acceptance to the appointment of one from the panel as Arbitrator. If the TENANT fails to communicate his selection of name within the stipulated period, the ANIIDCO shall, without delay, select one from the panel and appoint him as the sole Arbitrator. If the ANIIDCO fails to send such a panel within thirty days as stipulated, the TENANT shall send a similar panel to the ANIIDCO within fifteen days. The ANIIDCO shall then select one from the panel and appoint him as the sole Arbitrator within fifteen days. If the ANIIDCO fails to do so, the TENANT shall communicate to the ANIIDCO the name of one from the panel who shall then be the sole Arbitrator. The appointment of sole Arbitrator so made shall be final and conclusive. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. The venue of the arbitration shall be at Port Blair only. Fees and other expenses payable to the Arbitrator shall be paid equally by both the parties. The Arbitrator shall give reasons for the award and the decision of the sole arbitrator shall be final and binding on both the parties as per the Arbitration and Conciliation Act, 1996.

Performance under the Contract shall, if reasonably possible, continue during the Arbitration proceedings and payments due to the ANIIDCO by the TENANT or VICEVERSA shall not be withheld, unless they are the subject of the Arbitration proceedings.

28. EXCLUSIVITY & CONFIDENTIALITY

Each of the parties hereby warrants and undertakes with the other party, that during the continuance and after determination of this rent deed, they will not, except with the consent of the other party, use or disclose any information obtained by either party under this rent deed, unless and until such information becomes generally available to the public. Such confidential information shall not include information which:

- a) Is or becomes publicly and widely known through no fault of the receiving party.
- b) Is or becomes available to the receiving party without any obligation of confidentiality from any third party not having a confidential relationship with the disclosing party with respect to the confidential information.
- c) Is already known by the receiving party without any obligation of confidentiality provided that written evidence of such prior knowledge is provided by the receiving party.
- d) Is required to be disclosed by law or by an order of a competent Court.
- e) Is required to be disclosed to fulfill contractual obligations & as a part of pre-marketing efforts by the TENANT.

29. AMENDMENTS:

Any amendments to this Rent agreement shall be in writing and signed by the authorized representatives of each party.

30. GOVERNING LAW AND DISPUTE RESOLUTION:

This agreement shall be interpreted, construed and governed in accordance with the laws of India and the court in Port Blair alone shall have exclusive jurisdiction for matters arising out of this Agreement.

31. SERVICE OF NOTICE

Any notices to be served hereunder shall be deemed sufficiently served on the TENANT if left addressed to them at the "Rented Premises" or forwarded to them by registered post at the address given herein above and shall be deemed sufficiently served on the ANIIDCO if delivered to them personally or forwarded to them by registered post at their address first herein before given.

32. Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorized representatives of the Parties.

33. Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

The Rent Agreement shall be executed in duplicate and the first set shall be kept with the TENANT and the second set with the ANIIDCO.

IN WITNESS WHEREOF, the ANIIDCO and the TENANT have put their respective hands on the original and duplicate thereof the day and year first hereinabove written.

Signed and delivered by the within named

ANIIDCO

Witnesses:

Signed and delivered by the within named

TENANT (.....)

Witnesses:

SECTION-V
BANK GUARANTEE FOR SECURITY DEPOSIT

In consideration of the (hereinafter called "TENANT") to operate, maintain and transfer the Mohwa Restaurant at Radhanagar, Swaraj Dweep, as per the Letter of Award No. dated and Agreement, to be executed as provided along with Letter of Award, between The ANIIDCO Ltd., (hereinafter called "ANIIDCO") and the TENANT along with the terms and conditions appended in the schedule thereto (hereinafter called the 'Agreement') which, inter-alia, provides for production of a Bank Guarantee to the extent of Rs./- by way of security for due observance and performance of terms and conditions contained therein.

We (indicate the name and address and other particulars of the Bank) (hereinafter referred to as 'Bank') at the request of the TENANT hereby irrevocably and unconditionally guarantee to the ANIIDCO that the TENANT shall abide by the terms and conditions as contained in the Agreement.

We..... (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the ANIIDCO stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the ANIIDCO by reason of breach by the said TENANT of any of the terms or conditions contained in the Agreement or by reason of the TENANT's failure to perform the Deed. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

We undertake to pay the ANIIDCO any money so demanded notwithstanding any dispute or disputes raised by the TENANT in any suit or proceedings pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability of payment there under and the TENANT shall have no claim against us for making such payment.

We..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the Agreement and that it shall continue to be enforceable till the dues of the ANIIDCO under or by virtue of the Agreement have been fully and properly carried out by the TENANT and accordingly discharged from this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before 03 months after expiry of the contract period, we shall be discharged from all liability under this guarantee thereafter.

We (indicate the name of the Bank) further agree with the ANIIDCO that the ANIIDCO shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of performance by the TENANT from time to time or postpone for any time or from time to time any of the powers by the ANIIDCO against the TENANT and to forbear or enforce any of the terms and conditions relating to the Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the TENANT or for any forbearance, act or omission on the part of the ANIIDCO or any indulgence by the ANIIDCO to

the TENANT or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the TENANT/ANIIDCO.

We (indicate the name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the ANIIDCO in writing.

Dated the day of 20.....
For
(Indicate Bank's name)

(Note: A grace claim period of minimum 30 days shall be given after the due date)

SECTION - VI

FORM OF PRICE BID

Bid Ref. No.

Name of Work	<u>Annual Rental in Rupees</u> from the date of signing the Rent Deed
Operate, Maintain and Transfer (OMT) of the Mohwa Restaurant at Radhanagar, Swaraj Dweep	Rs.(In figure) Rupees..... (In words)
Note :- 1. GST will be extra, as applicable 2. The rent will be annually increased by 5% of last revised rent.	

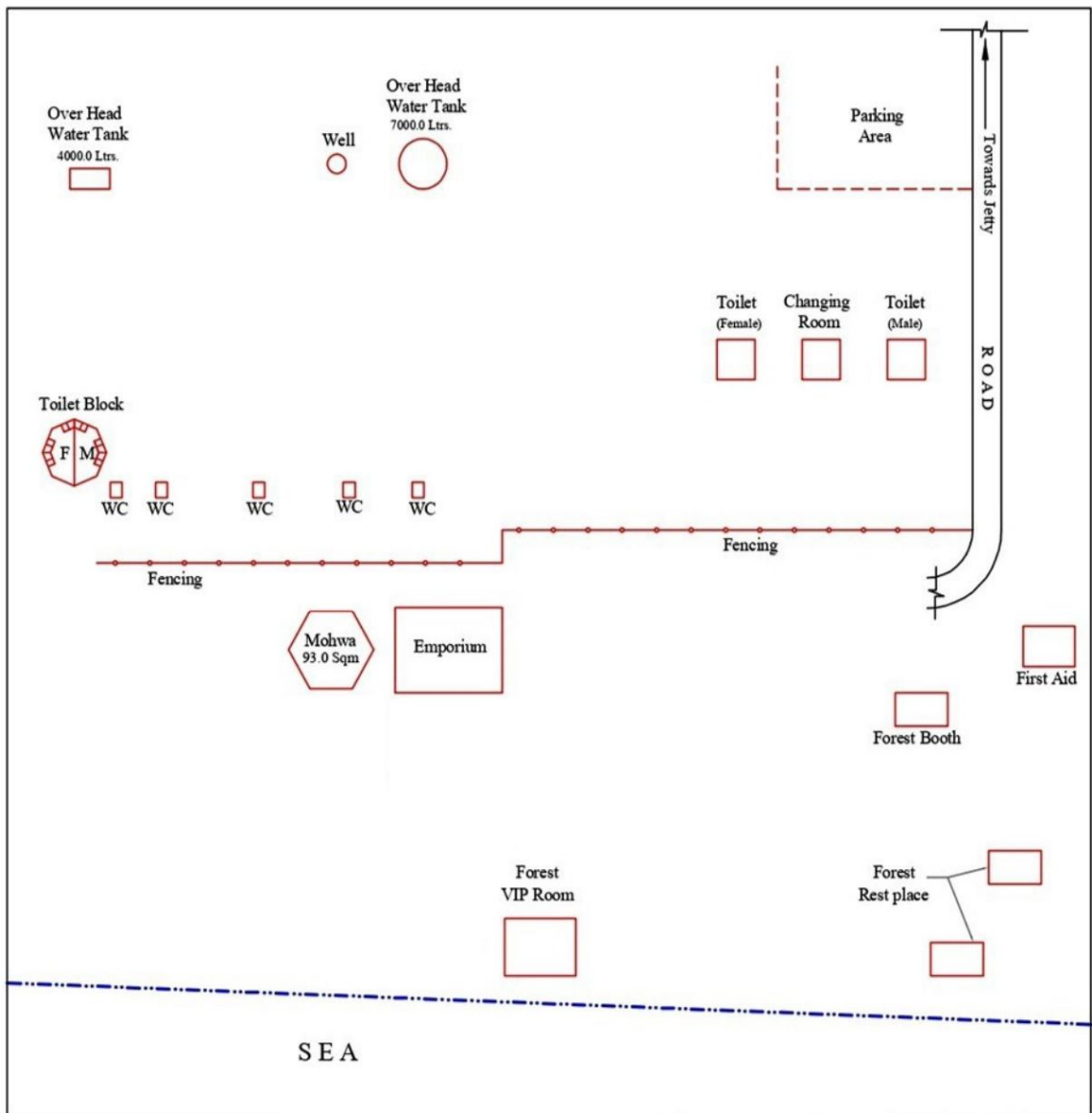
Signature of the Bidder

Name

Designation

Seal

SKETCH MAP OF MOHWA RESTAURANT LOCATED AT RADHANAGAR, SWARAJ DWEEP



<p>LAYOUT PLAN OF MOHWA RESTAURANT AT RADHANAGAR, SWARAJ DWEEP</p>	<p>All Dimensions are in Mtr. Scale : Not to scale</p>	<p>ANIIDCO CIVIL WORKS UNIT VIKAS BHAWAN PORT BLAIR</p>
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