



**RFP for Annual Contract for Operation & Maintenance of Food Kiosk at Netaji Subhas Chandra Bose (NSCB) Dweep**

Andaman & Nicobar Islands Integrated Development Corporation Ltd. (ANIIDCO), Sri Vijaya Puram invites RFP for Annual Contract for Operation & Maintenance of Food Kiosk at Netaji Subhas Chandra Bose (NSCB) Dweep. Details of the RFP can be obtained from the website <https://aniidco.and.nic.in> and <https://andaman.gov.in> Bids are invited through offline mode and the technical & financial bids to be dropped in the tender box kept at ANIIDCO, Vikas Bhawan, Sri Vijaya Puram.

The last date for submission of RFP is 03:00 pm on 22.07.2025 and technical bids will be opened on the same day at 03:30 pm at ANIIDCO, Vikas Bhawan, Sri Vijaya Puram.

Managing Director, ANIIDCO reserves the right to accept or reject any bid and to annul the bidding process and reject all the bids, at any time without any liability to anyone.

General Manager (Projects), ANIIDCO

F. No. 1-1721/ANIIDCO/Tsm/2022-23/ **4136** Dt. 27.06.2025

महाप्रबंधक (परियोजनाएँ)

**General Manager (Projects)**

अनिइको लिमिटेड, श्री विजयपुरम  
ANIIDCO Ltd., Sri Vijaya Puram

**ANDAMAN AND NICOBAR ISLANDS  
INTEGRATED DEVELOPMENT CORPORATION LIMITED  
(ANIIDCO)**

*A Government Undertaking*

UT Administration  
*Andaman and Nicobar Islands (ANI)*

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**REQUEST FOR PROPOSAL (RFP)**

**Annual Contract  
for Operation & Maintenance  
of Food Kiosk  
at Netaji Subhas Chandra Bose (NSCB) Dweep**

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**RFP DOCUMENT**

**Issued on: 27.06.2025**

**Reference No.: File No. 1-1721/ANIIDCO/Tsm/2022-23/1136**

**ANIIDCO Ltd.  
Vikas Bhawan  
PB No.180, Sri Vijaya Puram: 744101  
Andaman & Nicobar Islands, India**

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## Disclaimer

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*The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Andaman & Nicobar Islands Integrated Development Corporation Ltd. (“ANIIDCO”) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.*

*This RFP is not an agreement and is neither an offer nor invitation by ANIIDCO to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bid pursuant to this RFP (the “Bid”). This RFP includes statements, which reflect various assumptions and assessments arrived at by ANIIDCO in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for ANIIDCO, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.*

*Information provided in this RFP to the Bidders 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. ANIIDCO accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.*

*ANIIDCO, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bidding Process.*

*ANIIDCO also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.*

*ANIIDCO may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.*

*The issue of this RFP does not imply that ANIIDCO is bound to select a Bidder or to appoint the Selected Bidder or Operator, as the case may be, for the Project and ANIIDCO reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. ANIIDCO reserves all the rights to cancel, terminate, change, or modify this procurement process and/or requirements of bidding stated in the RFP, at any time without assigning any reason or providing any notice and without accepting any liability for the same.*

*The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by ANIIDCO or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and ANIIDCO shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.*

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## 1 INTRODUCTION

### 1.1 Background

- 1.1.1 The Administration of Andaman and Nicobar Islands (the “**A&N Administration**”) has requested Andaman and Nicobar Islands Integrated Development Limited (“**ANIIDCO**”) to establish a kiosk for food items (“**Kiosk**”) for the visitors / tourists visiting the Netaji Subhash Chandra Bose (NSCB) Dweep. The layout of the Kiosk, measuring an area of about 125 sq.mts. is given at Schedule 1.
- 1.1.2 The NSCB Dweep, formerly known as Ross Island, offers a unique blend of history and natural beauty. Tourists explore its historical ruins, learn about its colonial past and the period of Japanese occupation, and enjoy the island's lush greenery and scenic beauty. The NSCB Dweep is accessible by a short boat ride from Sri Vijaya Puram (formerly known as Port Blair).
- 1.1.3 ANIIDCO, is desirous of handing over the Kiosk on as-is-where basis to a private sector operator to manage and operate the facility (“**Licensed Premise**”) with the highest levels of efficiency and convenience for the visitors and therefore, decided to undertake the bidding process for selection of a operator (“**Operator**”) for operation and maintenance of the Licensed Premise.
- 1.1.4 The Selected Bidder shall be responsible for operation, maintenance and management of the Kiosk under and in accordance with the provisions of the contract (the “**Contract**”) to be entered into between the Operator and ANIIDCO in the form provided as part of the RFP Document pursuant hereto.
- 1.1.5 ANIIDCO shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in “**Bid Information**” for submission of Bids.

## 2 BID INFORMATION

<i>Description</i>	<i>Details</i>
<b>Project Name</b>	Annual Contract for Operation & Maintenance of Food Kiosk at NSCB Dweep
<b>Bidding Process</b>	single-stage bidding process for selection of the Bidder for award of the Contract
<b>Type of Bidding</b>	Offline Mode RFP Document is available on the websites <a href="https://aniidco.and.nic.in">https://aniidco.and.nic.in</a> and <a href="https://andaman.gov.in">https://andaman.gov.in</a> which may be downloaded by the interested Bidders.
<b>Number of Bids</b>	No Bidder shall submit more than one Bid for the Contract
<b>RFP Document Fee</b>	Nil
<b>Bid Security</b>	a) The Bidder shall furnish as part of its Bid, a bid security of INR 4,500 (Rupees Four Thousand Five Hundred only), in the form of a Demand Draft issued by a Nationalized or a Scheduled Bank in India, in favour of ANIIDCO having a validity period not less than 90 (ninety) days from the Bid

<i>Description</i>	<i>Details</i>
	<p>Due Date, and may be extended as may be mutually agreed between ANIIDCO and the Bidder from time to time. Any Bid not accompanied by the Bid Security shall be summarily rejected as non-responsive.</p> <p>b) The Bidder has also the option to submit the Bid Security through RTGS/NEFT mode as per following details:  <i>Beneficiary Name: ANIIDCO Ltd.;</i>  <i>Beneficiary Bank: State Bank of India;</i>  <i>Beneficiary Account No.: 10605077144;</i>  <i>IFSC Code: SBIN0000156;</i>  <i>Branch: Mohanpura, Sri Vijaya Puram</i></p> <p>The Bid Security of unsuccessful Bidders shall be returned, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by ANIIDCO. Bid security of the Selected Bidder shall be returned on receipt of the Performance Security.</p>
<b>Performance Security</b>	One month Rent
<b>Bidding Parameter</b>	Annual Rent payable to ANIIDCO
<b>Reserve Price</b>	The Reserve Price of the Annual Rent is INR 1,44,000/- (Rupees One Lakh Forty Four Thousand Only)
<b>Selected Bidder</b>	<p>The Annual Rent indicated in the Financial Bid shall be deemed as final and the Bidder offering the Highest Annual Rent shall be declared as the Selected Bidder.</p> <p>Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, ANIIDCO may, in its discretion, initiate fresh Bidding Process.</p>
<b>Validity of Bids</b>	The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date
<b>Nodal Officer</b>	<p>General Manager (Projects)  Andaman &amp; Nicobar Islands Integrated Development Corporation Ltd. (ANIIDCO);  Vikas Bhawan, Post Box No. 180; Sri Vijaya Puram – 744101;  Andaman and Nicobar Islands  Mob.: 9434280661; <a href="mailto:aniidco@gmail.com">aniidco@gmail.com</a></p>
<b>Schedule of Bidding Process</b>	
<i>Bid Due Date</i>	<b>22.07.2025 till 03:00 pm</b>
<i>Opening of Technical Bids</i>	<b>22.07.2025; 03:30 pm</b> <i>at ANIIDCO Office, Vikas Bhawan, Sri Vijaya Puram</i>
<i>Opening of Financial Bids</i>	<i>to be intimated later</i>
<i>Letter of Award (LoA)</i>	<i>Within seven (7) days of opening of Financial Bids</i>
<i>Signing of Contract</i>	<i>To be finalized with Selected Bidder</i>

<i>Description</i>	<i>Details</i>
<b>Bid Submission</b>	Offline Mode Part A: Technical and Part B: Financial Bid
<b>Technical Bid</b>	a) Form 1: Covering Letter; (Annexure-I – Form 1) b) Form 2: Details of the Bidder; (Annexure-I – Form 2) c) Form 3: Financial Capacity of the Bidder; (Annexure-I – Form 3)  The Bidder shall submit the Technical Bid (Part A) along with supporting documents as appropriate
<b>Financial Bid</b>	Bidders would be required to submit the Financial Bid as per the format (Annexure-II – Form 1) and as per the terms and conditions specified in the RFP (Part B)
<b>Address for correspondences and Bid Submission</b>	The Technical & Financial Bids including all subsequent correspondences should be addressed to:  General Manager (Projects) Andaman & Nicobar Islands Integrated Development Corporation Ltd. (ANIIDCO); Vikas Bhawan, Post Box No. 180; Sri Vijaya Puram – 744101; Andaman and Nicobar Islands  with the subject line: “Annual Contract for Operation & Maintenance of Food Kiosk at NSCB Dweep”

2.1.1 Interested Bidders may obtain further information from the office of General Manager (Projects), ANIIDCO.

## **2.2 Brief Description of the Bidding Process**

2.2.1 Bids are invited for the Annual Rent (the “**Annual Rent**”) payable by the Bidder to ANIIDCO for award of the Contract. The Annual Rent shall constitute the sole criteria for evaluation of Bids and the Contract shall be awarded to the Bidder quoting the highest Annual Rent.

- a) The Annual Rent shall be exclusive of GST and all other taxes. The GST and all other taxes, if any shall be paid by the Selected Bidder;
- b) The Annual Rent should be paid on or before signing of the Contract;

## **2.3 Eligibility of Bidders**

2.3.1 For determining the eligibility of Bidders for submission of Bids hereunder, the following shall apply:

- a) A Bidder may be a natural person or private entity;
- b) The Bidder shall be legally competent to enter into an Agreement as per prevailing Indian law;
- c) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified;
- d) The bidder should not be black listed for corrupt or fraudulent practices or any other reason by ANIIDCO and or any UT or Central Government Department/ Agencies/ Ministries. The Bidder shall give an undertaking to this effect on Stamp Paper

2.3.2 To be eligible for this RFP, a Bidder shall fulfil eligibility conditions as specified below:

a) Technical Capacity:

*The Bidder must be in a similar business;*

*Similar Business: business of catering, hotel, Dhaba, restaurant, holiday center and other short-stay accommodations, cafés, takeaways, mobile food stands, canteens, clubs, lodging, event planning and management, theme parks or running any commercial establishments etc. for a minimum period of one year preceding the bid due date.*

b) Financial Capacity

*The Bidder must have a minimum annual turnover of Rs. 5.00 Lakh (Rupees Five Lakh) in the last Financial Year, immediately preceding the Bid Due Date in operation of similar business.*

## **2.4 Cost of Bid**

2.4.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and participation in the Bidding Process. ANIIDCO shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## **2.5 Site Visit and Due Diligence**

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Licensed Premise and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities, access to site, handling and storage of materials, Applicable Laws, and any other matter considered relevant by them.

## **2.6 Right to Accept and Reject any or all Bids**

2.6.1 Notwithstanding anything contained in this RFP, ANIIDCO reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that ANIIDCO rejects or annuls all the Bids, it may, in its discretion, invite fresh bids hereunder.

2.6.2 ANIIDCO reserves the right to reject any Bid if:

- a. at any time, a material misrepresentation is made or discovered, or
- b. the Bidder does not provide, within the time specified by ANIIDCO, the supplemental information sought by ANIIDCO for evaluation of the Bid.

Such mis-representation/improper response by the Bidder may lead to the disqualification of the Bidder.

2.6.3 ANIIDCO reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by ANIIDCO shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of ANIIDCO thereunder.

## **2.7 Amendment of RFP**

2.7.1 At any time prior to the Bid Due Date, ANIIDCO may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda or Corrigendum. Any Addendum or Corrigendum thus issued by ANIIDCO shall form part of the original RFP Document.

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**2.8 Language**

2.8.1 The Bid with all accompanying documents and all communications in relation to or concerning the Bidding Process shall be in English language.

**2.9 Submission of Bids**

2.9.1 ANIIDCO will not be responsible for any delay, loss, or non-receipt of bid.

2.9.2 The Technical Bid (Part A) and Financial Bid (Part B) must be inserted in separate sealed envelopes, along with bidder's name and address on the envelope and clearly marked as follows:

Part-A: Technical Bid for “**Annual Contract for Operation & Maintenance of Food Kiosk at NSCB Dweep**” - ENVELOP 1

Part-B: Financial Bid for “**Annual Contract for Operation & Maintenance of Food Kiosk at NSCB Dweep**” - ENVELOP 2

2.9.3 Both the above envelopes must be packed in a separate sealed outer envelope and clearly marked with the following on the top of this envelope (i.e. ENVELOP 3):

Bid for “**Annual Contract for Operation & Maintenance of Food Kiosk at NSCB Dweep**”. The inner and outer envelopes shall be addressed to the General Manager (Projects), ANIIDCO Ltd., Vikas Bhawan, Post Box No. 180, Sri Vijaya Puram – 744101.

2.9.4 If the outer envelope is not sealed and marked as mentioned above, then ANIIDCO will assume no responsibility for the Bid's misplacement or premature opening.

**2.10 Opening of Technical Bids**

2.10.1 ANIIDCO shall open the Technical Bids at the time, date and the place specified in Bid Data Sheet, in the presence of the Bidders' representatives who choose to attend the same.

2.10.2 To facilitate evaluation of Bids, ANIIDCO may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by ANIIDCO for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

**2.11 Opening of Financial Bids**

2.11.1 Bidders who fulfill the Eligibility Criteria in terms with Clause 2.3 shall be invited for opening of their Financial Bids. ANIIDCO shall inform the date and time of opening of the Financial Bids to the Technically Qualified Bidders. The Financial Bids shall be opened at the office of the General Manager (Projects), ANIIDCO, in the presence of Bidders' representatives who choose to attend the same.

2.11.2 In the event that two or more Bidders quote the same amount of Annual Rent, as the case may be (the “**Tie Bidders**”), ANIIDCO shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

**2.12 Letter of Award**

- 2.12.1 After selection, a Letter of Award (the “LoA”) shall be issued, in duplicate, to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder is not received by the stipulated date, ANIIDCO may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated compensation and damages payable to ANIIDCO for, inter alia, time, cost and effort of ANIIDCO on account of failure of the Selected Bidder to acknowledge the LoA.
- 2.12.2 The LoA may be awarded even in the case of a single Technically Qualified Bidder, at the discretion of ANIIDCO.

**2.13 Execution of Agreement**

- 2.13.1 After acknowledgement of the LoA as aforesaid by the Selected Bidder, it shall execute the Contract within the period prescribed in Bid Data Sheet. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract.
- 2.13.2 Failure of the Selected Bidder to comply with the requirements of Clause 2.13.1 shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, ANIIDCO reserves the right to take any such measure as may be deemed fit in the sole discretion of ANIIDCO, including annulment of the Bidding Process.

**2.14 Confidentiality**

- 2.14.1 Information relating to the examination, clarification, evaluation, and recommendation of the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional adviser advising ANIIDCO in relation to, or matters arising out of, or concerning the Bidding Process.

**2.15 Other Conditions**

- 2.15.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Sri Vijaya Puram in which ANIIDCO has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 2.15.2 It shall be deemed that by submitting the Bid, the Bidder agrees and releases ANIIDCO, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

**General Manager (Projects)**

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**Annexures**  
**Annexure - I**

**Form 1**

**ANNEXURE-I**  
**Letter comprising the Technical Bid**  
*(On Bidder's letter head)*

Dated:

To

**The Managing Director,  
Andaman and Nicobar Islands Integrated Development Corporation Ltd.  
(ANIIDCO Ltd)  
Vikas Bhawan, PB No. 180,  
Sri Vijaya Puram, Andaman and Nicobar Islands- 744101**

**Sub: RFP Annual Contract for Operation & Maintenance of Food Kiosk at Netaji Subhash Chandra Bose (NSCB) Dweep ("Project")**

With reference to your RFP dated \_\_\_\_\_, I/we, having examined the RFP Documents and understood their contents, hereby submit our Bid for the aforesaid Project.

2. I/ We acknowledge that ANIIDCO will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Operator for the aforesaid Project, and we certify that all information provided in the Bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. I/We shall make available to ANIIDCO any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I/We acknowledge the right of ANIIDCO to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to bid for the Project, without incurring any liability to the Bidders.
6. I/ We certify that in the last 3 (three) years, I/we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
  - a. I/We have examined and have no reservations to the RFP Document, including any Addendum issued by ANIIDCO; and
  - b. I/We do not have any Conflict of Interest as defined in the RFP; and
  - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by any public sector enterprise or any government or concerning any agreement entered into with the authority or any other public sector enterprise or any government, Central or State; and

- d. I/We hereby certify that I/We have taken steps to ensure that, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
8. I/We believe that I/we satisfy the eligibility criteria and meet all the requirements as specified in the RFP Document and are/ is qualified to submit a Bid.
  9. I/We certify that in regard to matters other than security and integrity of the country, I/We certify that I/we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  10. I/We certify that in regard to matters other than security and integrity of the country, I/we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
  11. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Contract in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
  12. I/We have studied the RFP Document carefully and also surveyed the Project Site. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by ANIIDCO or in respect of any matter arising out of or relating to the Bidding Process including the award of Project.
  13. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
  14. I/We herewith submit a Bid Security of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to ANIIDCO in accordance with the RFP Document through Bank Guarantee No. \_\_\_\_\_ Date \_\_\_\_\_ issued by \_\_\_\_\_
  15. The Annual Rent has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and revenue realisation and after a careful assessment of the Project Site and all the conditions that may affect the Bid.
  16. I/We agree and understand that the Bid is subject to the provisions of the RFP Document. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to us or our Bid is not opened.
  17. I/We confirm that the bid shall remain valid for a period of 120 (one hundred and twenty) days from the Bid Due Date.
  18. The Bid is unconditional and unqualified.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP Document.

**Yours faithfully,**

**(Signature of the Authorised signatory)**

**(Name and designation of the of the Authorised signatory)**

**Name and seal of Bidder**

**Date:**

**Place:**

**ANNEXURE-I**  
**Particulars of the Bidder**

1.	Name of the Bidder	
2.	Legal status (please tick)	Sole Proprietorship; Company; Partnership Firm; Limited Liability Partnership
3.	Country of incorporation (if applicable)	
4.	Date of incorporation and/ or commencement of business	
5.	Registration No. and Certificate	
6.	Registered Address	
7.	Permanent Account Number (PAN)	<i>(attach copy of PAN)</i>
8.	GST registration certificate	<i>(attach copy of GST)</i>
9.	FSSAI Registration Certificate	<i>(or submit an undertaking to produce before signing of Contract, in case of Selected Bidder)</i>
10.	Brief description of the Bidder	<i>Provide a brief on current business</i>
11.	Particulars of the Authorised Signatory	Name: Designation: Address: Mobile Number: E-Mail Address:

Please attach:

*Copy of Certificate of Incorporation and Memorandum of Association (in case of Company); or Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms or LLP; or any other relevant Certificate to claim legal entity of the Bidder.*

I/We hereby certify that the information furnished above is full and correct to the best of our knowledge. I/We understand that in case found any deviation in the above statement at any stage, our company/organization can be black-listed and will not have any deal with the \_\_\_\_\_ in future.

**(Signature of the Authorised signatory)**

**(Name and designation of the of the Authorised signatory)**

**Name and seal of Bidder**

**Date:**

**Place:**

ANNEXURE-I  
**Financial Capacity of Bidder**

	2023-24 / 2024-25
Annual Turnover / Annual Income	

- a) The Bidder shall attach copies of the audited and certified Financial statements / Income Tax Returns and other financial data to support the claim.

**(Signature of the Authorised signatory)**

**(Name and designation of the of the Authorised signatory)**

**Name and seal of Bidder**

**Date:**

**Place:**

ANNEXURE-II  
**Format for Financial Bid**

**Annual Contract for  
Operation & Maintenance of Food Kiosk  
at Netaji Subhash Chandra Bose (NSCB) Dweep**

<b>Annual Rent (excluding GST / taxes)</b>	
INR _____	In figures

*Note: 1. Rate quoted must be exclusive of GST/ Taxes  
2. The successful bidder is liable to pay the annual rent quoted plus applicable GST.*

**(Signature of the Authorised signatory)**

**(Name and designation of the of the Authorised signatory)**

**Name and seal of Bidder**

**Date:**

**Place:**

### 3 CONTRACT

This Contract is made at Sri Vijaya Puram on this ..... day of .....  
.2025

by and between

Andaman & Nicobar Islands integrated Development Corporation Limited (ANIIDCO), represented by the Managing Director with its principal office at Vikas Bhawan, Sri Vijaya Puram, Andaman & Nicobar Islands, India (hereinafter referred to as the “**ANIIDCO**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of One Part.

AND

....., a sole proprietor/partnership firm/LLP/company incorporated under the provisions of the Companies Act, 1956/2013, having its Registered Office at ..... (hereinafter referred to as “**Operator**” 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,

The ANIIDCO and the Operator shall collectively be referred to as “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. ANIIDCO intends to give the Annual Contract for Operation & Maintenance of a Food Kiosk located at Netaji Subhash Chandra Bose (NSCB) Dweep on an “as-is-where-is” basis to a private sector operator.
- B. ANIIDCO has accordingly invited proposals under its [Request for Proposal No. \_\_\_\_\_] dated [\_\_\_\_\_] (the “**RFP**”) for selection of a Operator for undertaking the Operation, Maintenance, and Management of the Kiosk. The Selected Bidder M/s \_\_\_\_\_ (mentioned as applicable) was one of the bidders who had submitted its bid (the “**Bid**”).
- C. Following the evaluation of the bids submitted by the bidders, including that of the Selected Bidder, ANIIDCO had accepted the Bid. Subsequently, the ANIIDCO had issued the letter of award no. [\_\_\_\_\_] dated [\_\_\_\_\_] (the “**Letter of Award**” or “**LoA**”) to the Selected Bidder, inter alia, requiring it to execution of this Agreement within [30 (thirty)] days of the date of issue thereof.
- D. The Selected Bidder has, in compliance with the terms of the LoA and as per the RFP, made the following payments to ANIIDCO:
  - a) ‘Annual Rent’ - As amount of INR \_\_\_\_\_/-. (Rupees \_\_\_\_\_ only), by means of demand draft dated \_\_\_\_\_, bearing number \_\_\_\_\_ on \_\_\_\_\_ (name of bank), in the name of ANIIDCO, payable at Sri Vijaya Puram]; and
  - b) An irrevocable, unconditional, bank guarantee, in the name of ANIIDCO, issued by \_\_\_\_\_, \_\_\_\_\_, [name & address

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of the issuing bank] for an amount equal to INR \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), as a guarantee for the performance of its obligation under this Contract by the Operator (herein the “**Performance Security**”).

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the adequacy of which is hereby acknowledged and confirmed, the terms and conditions of this Contract are set out below:

### **3.1 Contract Period**

3.1.1 The Contract Period is one (1) Year from the date of handing over the Licensed Premise to the Operator.

3.1.2 The Operator shall start operation within fifteen (15) days from the date of handover of the Licensed Premises.

### **3.2 Performance Security**

3.2.1 The Operator shall, for the due and faithful performance of its obligations hereunder during the Contract Period, provide to ANIIDCO, 7 (seven) days before the Execution Date, an irrevocable and unconditional bank guarantee from a Schedule or Nationalized Bank for a sum equivalent to one (1) month Rent<sup>1</sup> (the “**Performance Security**”). Until such time the Performance Security is provided by the Operator pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, ANIIDCO shall release the Bid Security to the Selected Bidder. In the event, the Selected Bidder fails to provide the requisite Performance Security as specified above, ANIIDCO may cancel the LoA.

3.2.2 In case of breach of terms and conditions set forth in the Contract, by the Operator, the Performance Security shall be forfeited by ANIIDCO and the firm shall be blacklisted in addition to the termination of the Contract;

3.2.3 The Performance Security shall be released by ANIIDCO within seven (7) days after expiry of the Contract Period.

### **3.3 Sole Purpose**

3.3.1 The Licensed Premises (Schedule 1) shall only be used for the purpose of running of Kiosk for serving Beverages, Snacks & Food items.

3.3.2 In case Licensed Premise is used for any other purpose other than the purpose indicated in Clause 3.3.1, the Contract is liable to be terminated automatically and the Operator shall vacate Licensed Premise immediately with in a period for 15 (fifteen) days failing which the ANIIDCO will have the liberty to charge penalty four times than the daily rental as damages till such time the Licensed Premise vacated by the Operator.

### **3.4 Prohibition of Conflicting Activities**

3.4.1 The Operator shall not engage, and shall cause its employees not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

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<sup>1</sup> One Month Rent Amount = Annual Rent payable/12

3.4.2 The Operator shall not do anything in or outside the Licensed Premise which may create nuisance or may cause annoyance to the neighbour and or to ANIIDCO.

3.4.3 The following activities shall be strictly prohibited in the Licensed Premise:

- a) Gambling, Smoking and Sale/purchase of Tobacco and Liquor Products;
- b) any activities that is unlawful/illegal or deemed unlawful under any Indian Act or legislation.

### **3.5 ANIIDCO's Responsibilities**

3.5.1 ANIIDCO hereby undertakes to handover the physical possession of the Licensed Premise as defined in Schedule 1 free from encumbrance but subject to the rights of ANIIDCO and the land-owning Department / A & N Administration.

3.5.2 It shall be the right of the ANIIDCO to supervise/inspect the License Premises through its Authorised Representative during operational hour;

3.5.3 ANIIDCO reserves the right to withdraw / temporarily suspend the specified area of the Licensed Premise due to security reasons, VIP movement, for some special event or for meeting of any other statutory obligations without any compensation.

### **3.6 Responsibilities of the Operator**

3.6.1 Subject to and on the terms and conditions of this Agreement, the Operator shall, at its own cost and expense, observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder, including the following obligations:

- a) The Operator shall obtain necessary license from the Government Instrumentality of the A&N Administration to run the Licensed Premise;
- b) The Operator shall not sublet, assign the Licensed Premise or part there of at any stage during the Contract Period. Violation of this Clause will invite immediate cancellation of the Contract;
- c) The Operator shall ensure that no additional construction on the Licensed Premise is undertaken unless specifically approved and advised by ANIIDCO;
- d) The Operator shall comply with the timings of opening of the Licensed Premise as per the Applicable Laws of A&N Administration;
- e) The Operator shall abide by / comply with any instructions of ANIIDCO, Police/Securities Agencies/Government Instrumentality from time to time;
- f) All employees of the Operator will always be in proper uniform identification badges and will carry photo identity cards while on duty;
- g) The Operator or its employees will not stay back within the Licensed Premise after closing hours of the NSCB Island, as decided by A&N Administration from time to time;
- h) The Operator and its employees shall observe, perform and comply with all the rules and regulations of the Shops and Establishment Act, Prevention of Food Adulteration Act, Contract Labour Public Premises Act and Minimum Wages Act and Municipal Laws or any provision of any statutory as applicable to the Operator including any rules regulations made by ANIIDCO or any other Government Instrumentality;
- i) The Operator shall be solely responsible for the administration of its employees as regard general discipline and courteous behavior;

- j) The Operator shall get all his workers medically examined from approved registered medical practitioner recognized by Indian Medical Counsel, to be free from communicable diseases;
- k) The Operator shall employ only such staff above 18 years of age and it shall also furnish to ANIIDCO in writing the name, age, residence, specimen signature or thumb mark;
- l) The Operator shall indemnify ANIIDCO against any claim, damages suffered by ANIIDCO by reasons of any default on the part of the Operator or its employees in the due performance of the Contract and provision of any law which may be related to the purpose of this Contract. ANIIDCO shall not be responsible in any way for any loss or damages by a means caused to the stock, property of the Operator as well as to its customers /visitors;
- m) The Operator shall be solely responsible for the redressal of grievances /resolution of disputes relating to persons engaged by them. ANIIDCO shall, in no way responsible for settlement of such issues.
- n) The Operator shall not damage the Licensed Premise or any part thereof. In the event of any damage being caused to the Licensed Premise by the Operator, its employees or customers, ANIIDCO shall be entitled to repair the damage and the Operator shall reimburse the cost thereof in which the Operator undertakes to pay for the same on demand;
- o) If because of any strike, force majeure event or lockout, the Operator is unable to function or its business is affected; ANIIDCO shall not be liable for any losses, which the Operator may suffer and in such an event, the Operator shall not be entitled to any adjustment of the Annual Rent payable to the ANIIDCO or any compensation receivable from ANIIDCO;
- p) The Operator will obtain the comprehensive Insurance Policy and will provide the copy to ANIIDCO;
- q) The Operator shall follow the color scheme and design for hoardings / display boards as approved by ANIIDCO.

3.6.2 The Operator shall have the sole and exclusive right to demand, collect and appropriate revenue from the Licensed Premise, during the Contract Period at prevailing market rates in accordance with Applicable laws and Good industry practice.

### **3.7 Utilities**

3.7.1 The Operator shall pay the followings in addition to the Annual Rent:

- a) Electricity charges to be paid on Monthly basis on demand as per actual consumption against the sub meter installed by ANIIDCO;
- b) Any other tax/levy/cess etc. prevailing on and, as and when levied by the Government Instrumentality;
- c) Any additional requirements of utilities will be met by the Operator.

### **3.8 Waste Disposal**

3.8.1 The Operator shall not discharge any waste in sea and comply with the standards laid down by the Pollution Control Board and/or by the Government Instrumentality. The Operator will ensure clearance of all the rubbish and the waste generated at their low outlet and ensure safe and quick disposal of all such material.

**3.9 Environment and Health Guidelines**

- 3.9.1 The Operator shall comply with the requirement of Health Guidelines of Government Instrumentality and the Operator shall at its own cost maintain the Licensed Premise in a purpose of state of cleanliness and abide by such directions as may be given by the ANIIDCO and or such other Government Instrumentality as may be entrusted by the rules and regulations with the work or inspections and enforcement about the conditions of sanitation a cleanliness and hygiene. When the Licensed Premise is not maintained in a reasonably clean condition by the Operator, the authorized representative of the ANIIDCO shall have powers to get the Licensed Premise cleaned at the risk and cost of the Operator and recover liquidated damages and can also take any other action including termination of the Contract.
- 3.9.2 The Operator shall not abuse the water sources and draining facility in the Licensed Premise so as to create a nuisance or in sanitary situation prejudicial to the public health.
- 3.9.3 The Operator shall ensure the maintenance of hygiene conditions and will ensure that eatable items sold / served from the Licensed Premise be of requisite hygienic and quality standards and conform to the provision of the prevention of food adulteration Act. The Operator shall be solely responsible for any action/penalty imposed by relevant authorities in this regard.
- 3.9.4 The Operator will be solely liable for any loss and expenses due to food poisoning/contamination.
- 3.9.5 The Operator shall ensure that hazardous or inflammable or any intoxicated material is not stored in Licensed Premise.

**3.10 Security**

- 3.10.1 The Operator shall comply with all safety regulations applicable, access arrangements and operations on the Licensed Premise. Operator shall also be liable for the security Licensed Premise.

**3.11 Annual Rent**

- 3.11.1 The Operator agrees voluntarily and unequivocally to make all payments as may be due before the due date, without waiting for any formal advice / invoice from ANIIDCO.
- 3.11.2 All statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted for onward remittance to the ANIIDCO.

**3.12 Taxes payable**

- 3.12.1 The Operator shall also be liable to pay all Central, State and local taxes including GST, or any other tax, cess or levy as may become payable in accordance with various laws / rules prevalent in Andaman & Nicobar Islands;

**3.13 Handing over the Licensed Premise**

- 3.13.1 The Operator shall handover the Licensed Premise to ANIIDCO upon early termination or expiry of Contract Period. In case the Operator does not vacate the Licensed Premise after the expiry of the Contract Period and / or earlier termination

of Contract, a penalty of Rs.2000/- (Rupees Two Thousand) per day is imposed on the Operator and the amount shall be recovered from the Performance Security.

- 3.13.2 The provision of Public Premises (eviction of unauthorized occupants) Act 1971 and rules framed there under or any other laws, which are now in force or may comforted, shall be applicable for all matter provided in said Act.

### **3.14 Dispute Resolution**

- 3.14.1 In the event of any Dispute between the Operator and ANIIDCO, either Party may require such dispute to be referred to the Managing Director, ANIIDCO and the [Managing Director/Owner] of Operator for amicable settlement.

### **3.15 Termination**

- 3.15.1 Notwithstanding what is stated above, the Contract is terminable by both Party by giving 2 (two) Months' notice in writing to each other.

### **3.16 Applicable Law**

- 3.16.1 The Agreement shall be interpreted in accordance with the Indian Laws for the time being in force and will be subject to the exclusive jurisdiction of a competent court of jurisdiction within the city of [Sri Vijaya Puram].

### **3.17 Contract Amendment**

- 3.17.1 No variation in or modification of the terms of the Agreement shall be made except by written amendment signed by both parties to the Agreement.

### **3.18 Currency of Payments**

- 3.18.1 Any payment transaction shall be made in Indian Rupees (INR) only.

### **3.19 Compliance with Laws**

- 3.19.1 The Operator shall comply with the laws in force in India in the course of performing the Contract.

### **3.20 Notices**

- 3.20.1 Unless otherwise stated, notices to be given under this Agreement shall be in writing and shall be given by hand delivery/ recognized international courier, email, telex or facsimile and delivered or transmitted to the Parties at their respective addresses set forth below:

<i>If to ANIIDCO</i>	<i>If to the Operator</i>
(Name of the Concerned Official)	(Name of the Concerned Official)
Detailed Address: e-mail id: Mobile No.	Detailed Address: e-mail id: Mobile No.

### **3.21 Counterparts**

- 3.21.1 This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF, ANIIDCO and the Operator 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

**For and on behalf of ANIIDCO  
(Authorized Representative)**

**Witnesses:**

1.

2.

**Signed and delivered by the within named**

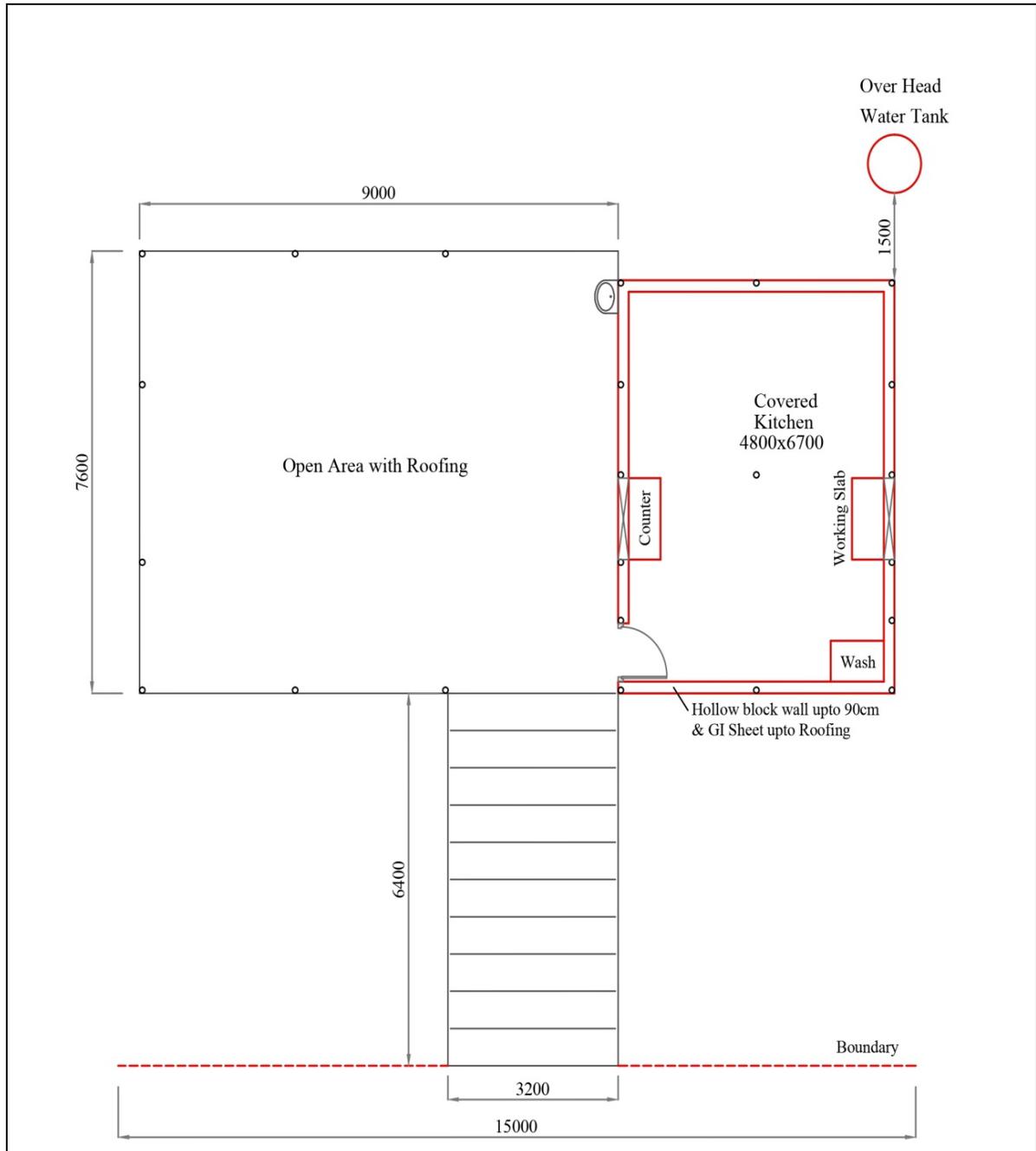
**Operator (.....)  
(Authorized Representative)**

**Witnesses:**

1.

2.

**Schedule – I**



**Existing layout of food Kiosk at NSCB Dweep**