# Expression of Interest

"Expression of Interest" in sealed cover is hereby invited for Operating Canteen Service in the premises of Odisha Crafts Museum-

Kala Bhoomi, Bhubaneswar. For details of EOI, TOR etc. please visit the

website www.sidacodisha.org.in. The last date for submission of EOI in the office of

SIDAC, Handicrafts Complex, Gandamunda, Khandagiri, Bhubaneswar, Ph: 0674-2350318 is upto 05:00 P.M. on 12.05.2022. The details of

EOI's are available in the website w.e.f. 28.04.2022. **Member Secretary** 

Handicrafts Complex, Gandamunda, Bhubaneswar - 751030 Tel No. +91 (0) 674 2350318, E-mail: sidacorissa@gmail.com, www.sidacodisha.org.in



State Institute for Development of Arts & Crafts Handlooms, Textiles & Handicrafts Department, Govt. of Odisha

# EXPRESSION OF INTEREST FOR OPERATING CANTEEN SERVICE IN THE PREMISES OF ODISHA CRAFTS MUSEUM - KALA BHOOMI BHUBANESWAR

#### **State Institute for Development of Arts & Crafts (SIDAC)**

Handicrafts Complex, Gandamunda, Bhubaneswar-30

Tel: (0674) 2350318

E-mail: sidacorissa@gmail.com, info@odishacraftsmuseum.com

# STATE INSTITUTE FOR DEVELOPMENT OF ARTS & CRAFTS (SIDAC), HANDLOOMS, TEXTILES & HANDICRAFTS DEPARTMENT, GOVT. OF ODISHA

# EXPRESSION OF INETERST FOR OPERATING CANTEEN SERVICE IN THE PREMISES OF ODISHA CRAFTS MUSEUM - KALA BHOOMI, BHUBANESWAR

No. 1215 Date: 28.04.2022

State Institute for Development of Arts & Crafts (SIDAC) on behalf of Handlooms, Textiles & Handicrafts Department, Govt. of Odisha is the implementing partner of Kalabhoomi-Odisha Crafts Museum.

Expression of Interest (EOI) in sealed cover along with requisite documents are invited from interested & experienced agency having required eligibility and expertise in relevant field to provide end to end service for operating canteen service in the premises of Odisha Crafts Museum - Kala Bhoomi, Pokhariput, Bhubaneswar.

The Bid Document can be downloaded from the website: <a href="www.sidacodisha.org.in">www.sidacodisha.org.in</a>. The bidder has to submit the cost of document i.e., Rs.500/- in shape of DD favoring Member Secretary, SIDAC with the technical bid. The last date of receipt of the sealed offers in the office at SIDAC is up to 5pm on dt. 12.05.2022 by Speed Post/ Registered Post/ Courier only. The "Technical Bids" will be opened at 11.00AM on dt. 17.05.2022 in presence of the bidders or their authorized representatives. The "Financial Bids" of qualifying bidders will be opened on suitable date and time under intimation to the qualified bidders.

The bidders have to submit documents along with technical bid in conformity with the detail terms & conditions as specified in bid documents.

The authority reserves the right to accept or reject any or all the offers without assigning any reason thereof.

-Sd-Member Secretary

# **DATA SHEET**

Sl. No.	Particulars	Details
1	Name of the Client	State Institute for Development of Arts & Crafts (SIDAC), Handlooms, Textiles & Handicrafts Deptt., Govt of Odisha
2	Method of Selection	Upper-end Cost Selection Process
3	Date of Issue of EOI	28.04.2022
4	Deadline for receipt of Proposal	12.05.2022 (5 PM)
5	Date of opening of Technical Proposal	17.05.2022 (11 AM)
6	Date of opening of Financial Proposal	Will be intimated to the technically qualified bidders separately.
7	Expected date of commencement of assignment	01.06.2022
8	Bid document Fee (Non-Refundable)	Rs 500/- (Rupees Five Hundred) only in shape of DD favouring Member Secretary, SIDAC drawn in any scheduled commercial bank payable at Bhubaneswar.
9	Earnest Money Deposit (EMD)* *Refundable subject to satisfactory performance & compliance to laid down conditions.	Rs. 5,000/- (Rupees Five Thousand only) in shape of DD favouring Member Secretary, SIDAC drawn in any scheduled commercial bank payable at Bhubaneswar.
10	Contact Person	Sri Manas Ranjan Sethy Handicraft Promotion Officer, SIDAC Ph: 7978319959
11	Postal Address for submission of Proposal	Member Secretary, State Institute for Development of Arts & Crafts, Handicrafts Complex, Gandamunda Khandagiri, Bhubaneswar Odisha-751030 Phone: 0674-2350318 Email: sidacorissa@gmail.com
12	Mode of Submission of proposal	Speed Post/ Registered Post/ Courier only to the address as specified at Sl. No 11 during the office hour only. Submission of bid through any other mode and late bid will be rejected.
13	Place of opening of proposal	Conference Hall, SIDAC, Bhubaneswar
14	Website to visit for download of bid document.	www.sidacodisha.org.in www.odishacraftsmuseum.com

# EXPRESSION OF INETERST FOR OPERATING CANTEEN SERVICE IN THE PREMISES OF ODISHA CRAFTS MUSEUM - KALA BHOOMI, BHUBANESWAR

#### **TERMS OF REFERENCE**

#### 1. Introduction- SIDAC

- 1.1. "State Institute for Development of Arts & Crafts" (SIDAC) is an organization under Handlooms, Textiles & Handicrafts Department Government of Odisha, registered under societies registration Act XXI of 1860 bearing no 21959/137 of 2004-05 dated 15.10.2004 with its registered office at Handicrafts Complex, Gandamunda, Bhubaneswar.
- 1.2. It has been created to function as an autonomous agency for all round development of Handicraft sector of the state such as: survey and diagnostic study of crafts and craft clusters, capacity building of artisans/ entrepreneurs, cluster development programs, skill upgradation training, organizing design development program, facilitation for export marketing, participation in international level trade fairs, organization of national level exhibitions, enterprise development, revival of languishing craft, craft documentation, establishing common facility center, GI and IPR registration of crafts & artisan welfare.
- 1.3. SIDAC is the implementing partner of Kalabhoomi-Odisha Crafts Museum.

#### 2. Introduction - Odisha Craft Museum (OCM) - Kalabhoomi

- 2.1. Kala Bhoomi is a one-of-a-kind Crafts Hub created to display all the Handicrafts and Handlooms of the state in one place. The journey to create this museum started almost 8 years ago when the Handicrafts and Handlooms department set out to look for a piece of land in the capital.
- 2.2. Inaugurated by the Chief Minister on the 22nd of March 2018, the museum has been attracting people organically ever since. The Handicrafts and Handlooms department has taken constructive steps to increase awareness and bridge the gap between the consumer and maker.
- 2.3. Spanning across 12.68 acres at Pokhariput, Kala Bhoomi was developed as the one stop for Odisha Handicrafts and Handlooms. Featuring 10 galleries 8 of which are open, the campus also has an impressive set of other amenities. The galleries cover Terracotta, Traditional Paintings, Stone and Wood carving, Metal crafts, Natural Crafts, Tribal Crafts, Pre-weaving techniques and Cocoons and lastly Handlooms.
- 2.4. Other than that, there is an Outdoor Amphitheatre, special workshop area, children's play area, an outdoor canteen and a souvenir shop. A unique feature of the museum is the outdoor display sections in the form of courtyards. Courtyards dedicated to Tribal living and Temple architecture are part of the museum complex while the entry courtyard which leads up to the museum has a special large container display section as well as a Kuldevi temple.
- 2.5. A readily built-up canteen area is available in the premises of OCM-Kalabhoomi for Museum Canteen having 900 Sqft for kitchen and two big dining areas with 21 persons sitting capacity at one go in each of the dining space.

#### 3. Objective

3.1. The objective of the EOI is to select a professional agency to operate the canteen services in the premise of Odisha Crafts Museum - Kala Bhoomi for providing Snacks, Beverages and Lunch facilities to the visitors / participants/ officials on Odisha Crafts Museum working days at a reasonable price.

#### 4. Duration

4.1. 1 Year from the date of agreement. The duration may be renewed subject to satisfactory performance as decided by SIDAC authority.

#### 5. Scope of Work

5.1. The selected bidder would be required to provide end-to-end services for all aspects of the scope of work for a duration of 1 year. The detailed scope of work, which inter alia includes but is not limited to the following:

The scope of work has been divided across 3 segments which need to be adhered to while working in the premises of Odisha Craft Museum (OCM) - Kalabhoomi:

- 5.1.1. Day to day operation of Museum canteen
- 5.1.2. Planning special events

#### 5.2. Day to day operation

- 5.2.1. Opening and closing canteen for allocated work times as per the agreement.
- 5.2.2. Operation, maintenance and supervision of kitchen and dining area.
- 5.2.3. Preparing and selling menu items (preferably Ethnic odia food both Veg & Non-Veg) as per the mutually agreed canteen menu.
- 5.2.4. To prepare complete range of fresh and wholesome breakfast, meals, snacks & beverages and offer catering services to the visitors & other customers (on actual basis) and employees & official guests (payable as per agreed rates with SIDAC).
- 5.2.5. To arrange for supply of packaged water, tea, coffee, green tea, buttermilk, lassi & snacks in the meetings and to the official guests on call basis (Reimbursement for the same as per agreed rates with SIDAC).

#### 5.3. Planning Special Events

5.3.1. In conjunction with SIDAC & OCM – Kalabhoomi, the selected bidder will be required to plan for preparing complete range of fresh and wholesome breakfast, meals, snacks & beverages and offering catering services for events as and when required on the days as intimated by SIDAC.

#### 6. Eligibility Criteria

The agency has to fulfill the below mentioned eligibility criteria:

- 6.1. The agency should be having office or such set up in Bhubaneswar.
- 6.2. The agency may be a sole proprietary concern or partnership firm or a company or a startup and should be in existence at least for 2 years.
- 6.3. Agencies having experience of undertaking similar nature of maintenance/catering contract work for Central/ State Government offices/ Public Sector Undertakings/ Public Sector Banks/ Autonomous Bodies/ Large Private Sectors/ Reputed Housing Societies etc. during the last year may be given preference.
- 6.4. The agency shall comply with all the laws and regulations relating to preparation and sale of food stuffs, beverages and refreshments and shall obtain & produce the necessary registrations, licenses and permissions form respective authorities under various Central and State enactments (including Food Safety and Standards Act, 2006) in agency's own name and at agency's own expenses for providing the catering services.
- 6.5. To ensure the day-to-day operations in smooth and qualitative manner, the agency should have sufficient number of manpower (cooks, service persons, managers etc.) to attend to the various kitchen and dining area activities.
- 6.6. A Committee of Officials from SIDAC may visit the location, where the agency is providing its services to evaluate the quality and verify the claims stated in the technical bid document.

#### 7. Terms and condition for applying

- 7.1. This Bid document will be received in sealed cover of <u>A4 size envelope</u> super scribed "Expression of Interest for operating Canteen Services in the premises of Odisha Crafts Museum Kala Bhoomi, Bhubaneswar" (containing sealed technical bid and financial bid in separate sealed covers of <u>A4 size envelope</u>) by the office at State Institute for Development of Arts & Crafts (SIDAC), Gandamunda, Khandagiri, Bhubaneswar up to 5.00 PM on dt.12.05.2022.
- 7.2. The agency must submit their proposal by **Speed Post/ Registered Post/ Courier only** to the address as specified at **Sl. No. 11 of the DATA SHEET** during the office hour only on or before

- the last date and time for submission of proposal as specified at **Sl. No. 4 of the DATA SHEET**. Submission of proposal through any other mode and late bid will be rejected. The client will not be responsible for postal delay/ any consequence in receiving of the proposals.
- 7.3. The agency shall deposit earnest money as prescribed in the EOI as a guarantee of good faith. The amount will be counted towards security for due performance of the contract. In the event of refusal to execute the agreement in schedule time, the same will be forfeited. If the offer of the agency is not accepted, the earnest money will be refunded without any interest.
- 7.4. The above deposit of agency shall remain as security for the due rendering of services. On successful completion of the event, the same will be refunded as per agreement.
- 7.5. The agency may visit the premises at OCM Kalabhoomi to obtain any information they may consider necessary before submission of the bid documents. This may be done on their own expenses.
- 7.6. In view of the Covid19 pandemic and the uncertain situation caused due to any disruption, all communication would be through email and phone. No hard copies would be sent by post. Hence, the agencies are advised to provide at least 2 email addresses.
- 7.7. Communication by email from the authorized email address of SIDAC (<u>sidacorissa@gmail.com</u>) & OCM Kalabhoomi (<u>info@odishacraftsmuseum.com</u>) would be treated as full and final communication in all respect.

#### 8. Selection of the agency

- 8.1. The agency will be selected on the basis of Upper end cost selection mode assessed by the designated committee.
- 8.2. The technical bid will be opened first by a designated committee on a pre-decided date and time in the presence of bidders.
- 8.3. The bidders will be called for interaction with the Evaluation committee where they will present their credentials in respect of operating the Canteen Service.
- 8.4. The technically qualified bidders will be notified about the financial bid opening date and time via email.
- 8.5. The financial bid of the qualified bidders only will be opened by a designated committee on the pre-decided date and time.
- 8.6. The qualified bidders will be notified of the selection results via email.

#### 9. Technical Bid

- 9.1. The bidder has to submit the Technical Bid in the prescribed format i.e., Covering letter and other information as per the "Annexure-IV" along with following documents fulfilling the eligibility criteria.
  - 9.1.1. Demand Draft of Rs. 500/- (Rupees five hundred) only in favour of Member Secretary, SIDAC, drawn in any scheduled commercial bank payable at Bhubaneswar towards bid document cost.
  - 9.1.2. Earnest Money in form of a demand draft of Rs. 5,000/- (Rupees Five Thousand) only in favor of Member Secretary, SIDAC, drawn in any scheduled commercial banks payable at Bhubaneswar.
  - 9.1.3. Valid registration/incorporation certificate of the bidder towards its constitution from the designated authorities of relevant department/ establishment of State/ Central Govt.
  - 9.1.4. Necessary registrations, licenses and permissions form authorities under various Central and State enactments (including Food Safety and Standards Act, 2006) in agency's own name and at agency's own expenses for providing the catering services.
  - 9.1.5. GST Registration Certificate and up-to-date returns of the last two financial years (i.e., 2019-20, 2020-21); For startup organizations- since inception
  - 9.1.6. Copy of PAN Card and up to date return copy of Income Tax for the last two assessment years (i.e., 2020-21, 2021-22); For startup organizations- since inception
  - 9.1.7. Official turnover of the firm for the previous two years (general- 2019-20, 2020-21; startup organizations- since inception certified by Chartered Accountant firm.

- 9.1.8. All documents as required to show proof of work against points mentioned under Pt. 6.
- 9.1.9. Detailed profile of the bidder including the list of manpower to be associated & their details like Name, Father's name, permanent address, correspondence address, current contact number, qualification etc.
- 9.1.10. Power of Attorney in favour of the person signing the bid on behalf of the bidder.
- 9.1.11. The detailed proposed menu chart with price list.
- 9.1.12. An affidavit to operate the canteen services as per the guidelines of COVID-19 notified by Govt. of Odisha/ Govt. of India from time to time.
- 9.1.13. An affidavit to use eco-friendly materials for serving food and shall not use banned plastic materials (as notified by Govt. of Odisha) under any circumstances in the premises.
- 9.1.14. An undertaking by way of affidavit to maintain hygienic condition of the kitchen, the dining area, sell hygienic food items and beverages at the canteen as per the approved menu chart and price list and shall be solely responsible for all liabilities for running the Canteen Services in the premises of Kalabhoomi.
- 9.1.15. Undertaking that no criminal case is pending with the police at the time of submission of bid. (Annexure-I).
- 9.1.16. Undertaking in shape of affidavit for not have been blacklisted by any Central/ State Govt/ any autonomous bodies during the recent past (Annexure-II).
- 9.1.17. Undertaking in shape of affidavit regarding trueness and correctness of the information submitted by the firm (Annexure-III).
- 9.1.18. The bid submission checklist (Annexure-VII).
- 9.2. After opening and acceptance of the technical bids, all the bidders shall be required to present their credentials i.e., the food items as per proposed menu and rate chart. The same will be verified and evaluated by the designated committee at a specified time/place.
- 9.3. Anyone found guilty of furnishing false information shall be blacklisted by the H.T.&H. Department, Govt. of Odisha and EMD or performance bank guarantee or both of such agencies shall be forfeited.

#### 10. Evaluation of Technical Bids

- 10.1. The technical bid will be evaluated on the basis of bid documents submitted by the bidders and the factors such as hygiene, variety, price, taste and presentation etc. of the food items to be presented as per proposed menu.
- 10.2. Discrepancies observed (if any) on the food items as per proposed menu and rates by the designated committee will lead to disqualification of the bidder for opening of the financial bid.
- 10.3. Bids of those who will qualify in the evaluation of menu and rate chart by the designated committee will be eligible for opening of the financial bid.

#### 11. Financial Bid

- 11.1. The Minimum annual maintenance cost for Canteen is INR 75,000/- (Rupees Seventy-five thousand) only per year which is exclusive of electricity charges.
- 11.2. The **Financial Bid** shall be the lump-sum quote (including GST) exclusive of electricity charges for the scope of work mentioned in the EOI Bid Documents to be submitted in the prescribed format (Annexure-VI) which is to be submitted with the prescribed Covering Letter as per the Annexure-V.

#### 12. Terms & Conditions for selected bidder:

- 12.1. The selected bidder shall have to sign an agreement in Non-Judicial Stamp paper of appropriate value.
- 12.2. Selected bidder has to abide by any conditions / alterations as imposed by the authority time to time.

- 12.3. SIDAC Authority shall continue to have all rights and control over the licensed premises as its licensor & will provide a built-up space, water supply, electricity & dining table and Chair.
- 12.4. The selected bidder has to restrict his activities within the allotted premises.
- 12.5. The electricity charges to be borne by the selected bidder and will be deposited every month as per actual meter reading.
- 12.6. The ambience of the canteen dining should be made in a way which signifies odia culture.
- 12.7. Extra Decoration/Signage/ Flex, if necessary, may be done with prior permission from SIDAC.
- 12.8. No permanent or temporary construction or any business other than as mentioned under pt.5.2. will be allowed within the premises given for running the canteen services without approval from SIDAC.
- 12.9. The selected bidder has to ensure that visitors & official guests are being served on ethnic odia utensils (Kansa Utensils).
- 12.10. As the OCM-Kalabhoomi is a plastic free zone, the selected bidder has to use eco-friendly materials for serving food and shall not use banned plastic materials (as notified by Govt. of Odisha) under any circumstances.
- 12.11. Tea/ coffee may be served in kulhad (earthen pot) or paper cup only. Paper/ Bamboo Straw and paper bags are permitted in OCM-Kalabhoomi premises.
- 12.12. The allottee will take necessary steps for proper cleaning & sanitization of the kitchen area, dining area, equipment & utensils.
- 12.13. The solid waste generated from the canteen must be disposed in the earmarked area as per BMC waste management instructions.
- 12.14. Adequate number of fire extinguishers (as to be specified by the Fire Officer of Govt. of Odisha) needs to be installed in the kitchen and dining area.
- 12.15. Fire retardant solution may be sprayed in all fabrics/ flex materials used inside/ outside the kitchen and dining area.
- 12.16. If any loss or damage is caused, the same shall be recovered & adjusted from the performance security deposit made as before by the selected bidder.
- 12.17. The selected bidder shall keep SIDAC authority totally indemnified and harmless against all claims, damages, dues, payments, fines, penalties, demands, compensations, liabilities and other losses etc. which may incur on account of non-compliance or violation of any statutory provisions or on account of accident, injury, loss or damages etc. to life of the visitors/ official guests/ employees of SIDAC or OCM & any manpower of the agency on any account.
- 12.18. Cost of serving any food and beverage items to the employees or official guests is to be charged as per the agreed rates with SIDAC only on production of valid identity card as approved by SIDAC.
- 12.19. Food handling practices and regulations have to be followed strictly to prevent food spoilage and contamination.
- 12.20. The allottee may be allowed to provide take away service to customers post due approval from SIDAC.
- 12.21. Cost of the services as mentioned at pt.5.3.1. is to be charged as per the mutually agreed rates with SIDAC.
- 12.22. SIDAC reserves the right not to plan with the selected bidder and may outsource the same for the service as mentioned at pt.5.3.1.
- 12.23. The selected bidder will have to make necessary arrangement to deploy sufficient manpower (Manager, cooks, service persons etc.) and equipment to run the canteen.
- 12.24. The selected bidder should appoint a canteen manager to manage the canteen, who will be responsible for the overall management of the canteen as per the rules & regulations of SIDAC and the terms and conditions. Additionally, he/she shall be responsible for immediate interaction with SIDAC as and when required.
- 12.25. The selected bidder will not employ anyone below the age of 18 years.
- 12.26. For all purposes the selected bidder shall alone be liable and responsible for full payment of all kind of wages, salaries, remuneration and other benefits etc. as per the minimum wages or statutory

- wages/ rate fixed by the Govt of India/ Govt of Odisha to them without claim or reimbursement from SIDAC Authority.
- 12.27. The selected bidder will ensure that the resources deployed at the site for getting the work done must have a good character duly verified by the Police Authorities and shall produce such police verification on demand.
- 12.28. The selected bidder shall make arrangement to issue identity cards & uniforms to each of its staffs & manager for entry into the licensed premises. The identity cards & uniforms shall be issued by the contractor at its cost. Security staff of SIDAC shall be at liberty to exercise check on any of its staffs & manager while entering the premises, during the work and while leaving from the premises.
- 12.29. The details of the workers like name, father's name, address, mobile number and copy of Id Card issued by the selected bidder shall have to be submitted to SIDAC on regular basis.
- 12.30. Under no circumstances, the selected bidder shall appoint any sub-contractor or sub-lease the contract. If it is found that the selected bidder has violated this condition, the contract will be terminated forthwith without notice, by SIDAC authority.
- 12.31. SIDAC authority will not be responsible for any decline in the revenue for running canteen services for any reason whatsoever. Any claim for remission on the basis of harm to business interest on extraneous / unforeseen conditions / reasons whatsoever shall be summarily rejected by SIDAC authority without any kind of response to the selected bidder & he/she shall not be entitled to make any claim / remission on that account.
- 12.32. The selected bidder may be engaged for other projects under the H,T & H dept. on similar terms and conditions after mutual negotiation.
- 12.33. In view of the covid19 pandemic and the uncertain situation caused by disruption, all communication would be through email and phone. No hard copies would be sent by post. Hence, the selected bidder is advised to provide at least 2 email addresses that they will access on a regular basis.
- 12.34. Communication by email from the authorized email address of SIDAC (sidacorissa@gmail.com) would be treated as full and final communication in all respect.

  The Performance Bank Guarantee (PBG)
- 12.35. The selected bidder shall have to deposit of INR 30,000 (Rupees Thirty thousand) in shape of Performance Bank Guarantee towards performance security within 3 days after acceptance of the EOI proposal.
- 12.36. The selected bidder will deposit PBG in shape of DD drawn in favour of Member Secretary, SIDAC.
- 12.37. In case of breach of any terms & conditions, the performance security deposit of the selected bidder shall be liable to be forfeited besides annulment of the agreement.
- 12.38. Failure to comply with the conditions of the agreement shall constitute sufficient ground for the forfeiture of the PBG.
- 12.39. No interest shall be paid on the PBG. The PBG shall be refunded after successful completion of the agreed period.
- 12.40. Contract Negotiation, if required will be held at a date, time and address under intimation to the selected bidder. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract.

#### 13. Mode of Payment:

- 13.1. The entire annual maintenance cost for the year will be deposited by the selected bidder on the execution of the agreement. The selected bidder shall pay other fees or taxes to SIDAC authority in connection with the regulation /monitoring / management of the business of running the canteen services.
- 13.2. All payments relating to canteen service on special occasion, will be made on submission of bill. Deduction of tax at source, if applicable, shall be made at the appropriate rate, as per the prevailing law at the time of payment.

#### 14. Governing Law and Penalty Clause:

- 14.1. The selected bidder shall handover the vacant and peaceful possession of the licensed premises along with all the lands, building, fixtures and fittings to SIDAC on expiry, revocation/ termination of the license to be granted. If he/she fails to handover the possession of the premises or on expiry of termination revocation of the license peacefully, SIDAC has a right to charge for illegal use and occupation of the premises @ Rs. 2,000/- per day till such time the premises is vacated by the successful bidder along with electricity consumption will be deposited.
- 14.2. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the selected bidder shall be final. The authority reserves the right to accept or reject any or all the offers without assigning any reason thereof.

  Dispute Resolution
- 14.3. Any dispute arising out of the EOI, the decision of the Commissioner- cum- Secretary to Government, Handlooms, Textiles and Handicrafts Department, Government of Odisha shall be final & binding to all
- 14.4. In case of a dispute, it will be governed by the laws of the court in the jurisdiction of Bhubaneswar.

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#### Annexure-I

#### **UNDERTAKING**

(On the Bidder's Letter Head regarding not have any pending judicial proceedings for any criminal offence)

I, hereby undertake that there is no criminal case pending in any Court of Law against our agency or against the Proprietor/ Director/ Persons to be deployed by our agency.

I/ we further certify that Proprietor/ Director/ Persons to be deployed by our company have not been convicted of any offence in any Court of Law during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely,

Authorized Signature (in full and initials)

Name and Designation of the Signatory:

Name of the Bidder and Address:

#### **Annexure-II**

#### **UNDERTAKING**

(On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding nonblacklisting)

I, hereby undertake that, our agency has not been blacklisted/ debarred by any of the Central Government/ State Government Department/ Office or by any Public Sector undertaking (PSUs) and not blacklisted by any authority during the recent past.

Yours sincerely,

Authorized Signature (in full and initials)

Name and Designation of the Signatory:

Name of the Bidder and Address:

#### **Annexure-III**

#### **UNDERTAKING**

(In shape of affidavit regarding trueness of the submitted information)

I hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal.

Yours sincerely,

Authorized Signature (in full and initials)

Name and Designation of the Signatory:

Name of the Bidder and Address:

# **Annexure-IV**

#### TECHNICAL BID COVERING LETTER

(ON BIDDER LETTER HEAD)

To [Name and Designation of Tender Inviting Authority] (Office Address and Location]
Sub: - Tender for selection of an agency for operating Canteen Services in the premises of Odisha Crafts Museum - Kala Bhoomi, Bhubaneswar (Technical Proposal).
Sir,  I, the undersigned, offer to participate in the tender process to provide services in accordance with your EOI Notice No.: Date We are hereby submitting our proposal, which includes Technical Proposal sealed in an A4 size envelope.
I, hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal.
I, hereby unconditionally undertake to accept all the terms and conditions as stipulated in the EOI document. In case any provision of this tender is found violated by our agency, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely.
I remain, Yours faithfully,
Authorized Signatory with Date and Seal
Name and Designation of the Signatory:
Name of the Bidder and Address:

Sl. No	Specification	Details
1	Name of the Bidder	
2	Details of Bid Document Cost	DD No:
	(Demand Draft Details)	Date:
		Amount(Rs.)
		Drawn on Bank.
3	Details of EMD: (Demand Draft Details)	DD No:
		Date:
		Amount(Rs.)
		Drawn on Bank.
4	Name of the Director/ Proprietor	
5	Full Address of Registered Office if any	Postal Address:
	Tun radiess of Registered Office if any	Tostal Address.
		Telephone No.
		FAX No.
		E-Mail Address
6	Name & telephone number of the authorized person	
	signing the bid	
7	Bank Name	Account Number:
		Bank and Branch Name:
		IFSC Code
8	PAN No. (Attach self attested copy )	
9	GSTIN (Attach self attested copy)	
10	Acceptance to all the terms & conditions of the tender	
	(Yes/No)	
11	Power of Attorney/authorization letter for signing of	
	the bid documents (submitted/ not submitted)	
12	Please submit an undertaking that no criminal case is	
	pending with the police at the time of submission of	
	bid. (submitted/ not submitted)	
13	Kindly mention the total number of pages in the	
	tender document	
14	No. of Samples of Previous Work done	

15. Details of the similar type service provided by the bidder in last 2 years/ since inception as requested in the eligibility criteria:

Period	Name of Authority	Type of services	Contract	Dura	tion
	with complete address & Phone No.	provided with details of manpower/ machinery deployed		From	То

16. Financial Turnover of the bidder for the previous 2 financial years/ since inception as certified by Chartered Accountant firm.

Financial Year	Turn over Amount (in INR)	Average Turnover (in INR)
FY2 (2019-20)		
FY3 (2020-21)		

1/. Deciai auon	17.	Decl	laration
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I, Shri		, Son/	Daughter/ Wife
of Shri	Proprie	tor/ Direct	tor/ Authorized
signatory of		(Nam	ne of the Service
Provider), competent to sign th	is declaration and execute this t	ender. I ha	ve carefully read
and understood all the terms an	d conditions of the tender and ur	ndertake to a	abide by them.

The information and documents furnished along with the tender are true and authentic to the best of my knowledge and belief. I am well aware of the fact that, furnishing of any false information/ fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Authorized	d Representative with seal)
Place:	
Date	

#### **Enclosures:**

- i. Bid processing Fee in the form of Demand Draft in original.
- ii. EMD in the form of Demand Draft in original.
- iii. Copy of tender document (each page must be signed and sealed)
- iv. Duly filled Technical Bid
- v. List of Documents as applicable.

Annexure-V

#### FINANCIAL BID COVERING LETTER

(ON BIDDER LETTER HEAD)

[Location Date]

To [Name and Designation of Tender Inviting Authority] (Office Address and Location]
Sub:- Tender for selection of an agency for operating Canteen Services in the premises of Odisha Crafts Museum - Kala Bhoomi, Bhubaneswar (Financial Proposal)
Sir, I, the undersigned, offer to provide the services for ( <i>insert title of the Service</i> ) in accordance with your EOI No.: Dated Our attached financial price is <i>{insert amount(s) in words and figures} for the proposed service}</i> . This amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.
Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly.
I understand that you are not bound to accept any proposal you receive. I remain,
Yours faithfully,
Authorised Signatory (in full and initials)
Name and Designation of Signatory with Date and Seal:
Address of the Bidder:

Annexure- VI

# FORMAT FOR FINANCIAL PROPOSAL

Name of the Project	Financial Quote
	Amount in Figure & Word (Inclusive of GST & exclusive of electricity charges as applicable)
Annual maintenance cost for operating Canteen Services in the premises of Odisha Crafts Museum - Kala Bhoomi, Bhubaneswar	

Authorised Signatory (in full and initials)

Name and Designation of Signatory with Date and Seal:	
Address of the Bidder:	

# **Annexure-VII**

#### BID SUBMISSION CHECK LIST

Sl. No.	Description	Submitted (Yes/No)	Page No.
	TECHNICAL BID (ORIGINAL)		
1	Covering letter along with information in Bidders Letter Head		
2	Bid Processing Fee (Demand Draft)		
3	EMD (Demand Draft)		
4	Valid registration/ incorporation certificate of the bidder towards its constitution from the designated authorities of relevant department/ establishment of State/ Central Govt.		
5	Necessary registrations, licenses and permissions form authorities under various Central and State enactments (including Food Safety and Standards Act, 2006) in agency's own name and at agency's own expenses for providing the catering services		
6	Copy of the GST Registration Certificate and return copy for last 2 years till March 2020 (general- 2019-20, 2020-21; startup organizations- since inception)		
7	Copy of PAN Card and up to date return copy of Income Tax for the last two assessment years (general- 2020-21, 2021-22; startup organizations-since inception)		
8	Official turnover of the firm for the previous two years (general- 2019-20, 2020-21; startup organizations- since inception as certified by CA firm)		
9	The copy of completion certificates/ work orders in support of executing similar kind of projects/ assignments for past 2 years/since inception		
10	Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
11	An affidavit to operate the canteen services as per the guidelines of COVID-19 notified by Govt. of Odisha/ Govt. of India from time to time.		
12	An affidavit to use eco-friendly materials for serving food and shall not use banned plastic materials (as notified by Govt. of Odisha) under any circumstances in the premises.		
13	An undertaking by way of affidavit to maintain hygienic condition of the kitchen, the dining area, sell hygienic food items and beverages at the canteen as per the approved menu chart and price list and shall be solely responsible for all liabilities for running the Canteen Services in the premises of OCM - Kalabhoomi.		
14	Undertaking for not have been black-listed by any Central/State Govt/any Autonomous bodies during the recent past		
15	Undertaking for not having any judicial proceedings pending against the bidder in the court of law.		
16	Undertaking in shape of affidavit regarding trueness of information submitted.		

17	Detailed profile of the bidder including the list of manpower to be associated & their details like Name, Father's name, permanent address, correspondence address, current contact number, qualification etc.		
18	The detailed proposed menu chart with price list.		
FINANCIAL BID (ORIGINAL)			
1	Covering Letter in Bidders Letter Head		
2	Duly filled in Financial Bid		

#### It is to be ensured that:

All information has been submitted as per the prescribed format only.

Each part has been separately bound with no loose sheets and each page of all the three parts are page numbered along with Index Page.

All pages of the proposal need to be sealed and signed by the authorised representative.

Authorised Signatory (in full and initials):	
Name and Designation with Date and Seal:	