
**EXPRESSION OF INTEREST
FOR OPERATING
TWO JUICE CENTRES,
ONE FOOD STALL
&
ONE KIOSK
IN EKAMRA HAAT, BHUBANESWAR**

State Institute for Development of Arts & Crafts (SIDAC)

Handicrafts Complex, Gandamunda, Bhubaneswar-30

Tel: (0674) 2350318

E-mail: sidacorissa@gmail.com

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

**EXPRESSION OF INTEREST FOR OPERATING TWO JUICE CENTRES, ONE FOOD STALL &
ONE KIOSK IN EKAMRA HAAT, BHUBANESWAR**

No. 2275

Date: 01.08.2022

State Institute for Development of Arts & Crafts (SIDAC) on behalf of Handlooms, Textiles & Handicrafts Department, Govt. of Odisha is responsible for day-to-day management of three haats at Bhubaneswar, Puri and Konark.

Expression of Interest (EOI) in sealed cover of A4 size envelope along with requisite documents are invited from interested & experienced agencies having required eligibility and expertise in relevant field for operating two juice centres, one food stall & one Kiosk in Ekamra Haat, Bhubaneswar.

The Bid Document can be downloaded from the website: www.sidacodisha.org.in. 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 A4 size envelope in the office at SIDAC is up to 5pm **on dt. 19.08.2022 by Speed Post/ Registered Post/ Courier only**. The "Technical Bids" will be opened at 11.00AM **on dt.22.08.2022** 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	02.08.2022
4	Deadline for receipt of Proposal	19.08.2022
5	Date of opening of Technical Proposal	22.08.2022
6	Date of opening of Financial Proposal	Will be intimated to the technically qualified bidders separately.
7	Expected date of commencement of assignment	Will be intimated after selection
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. 10,000/- (Rupees Ten 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

EXPRESSION OF INTEREST FOR OPERATING TWO JUICE CENTRES, ONE FOOD STALL & ONE KIOSK IN EKAMRA HAAT, 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 responsible for the day-to-day management of three urban haats- Ekamra Haat- Bhubaneswar, Neelachal Urban Haat- Puri and Urban Haat- Konark. Urban haats were established to provide a single location for culture, craft and cuisine. Additionally, the haats provide marketing opportunities to the craftsmen and weavers of the state.

2. Introduction – Ekamra Haat, Bhubaneswar

- 2.1. The Ekamra Haat was set up to provide tourists a central point to enjoy the handloom and handicraft products of Odisha, local food & delicacies and the rich culture of the state.
- 2.2. It has 83 stalls, 5 Kiosks, one amphitheater, two green rooms, two toilet blocks, two dormitories & two juice centres.
- 2.3. It has beautifully carved idols along with a fountain to attract tourists.
- 2.4. EOI is invited herein for operation of following vacant categories of services.
 - a. Two nos. of juice centres. (JC-1 & JC-2)
 - b. One no. of Food stall (FS-3)
 - c. One no. of Kiosk (S3)

3. Objective

- 3.1. The objective of the EOI is to select interested & experienced professional agency having required eligibility and expertise in relevant field for operating two juice centres, one food stall and one Kiosk in Ekamra Haat, Bhubaneswar. This will help in attracting more visitors/ buyers, ease of shopping and promote sale of handicrafts and handloom products of Odisha.

4. Duration

- 4.1. The validity of this tender is initially for a period of 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

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:

- 5.1. The details of the tendered space inside Ekamra Haat are annexed at Annexure-VIII.
- 5.2. Opening and closing tendered space for allocated work times as per the agreement.
- 5.3. Operation and maintenance of the Kiosk for rendering services as applied for.
- 5.4. The Kiosk would be utilised both for fooding / non-fooding services. However, for fooding services only take away facility will be allowed. No on ground dining provision will be allowed.
- 5.5. Operation, maintenance and supervision of kitchen, dining & surrounding area of food stall / juice centres.

- 5.6. Preparing and selling menu items as per the approved rate, quantity & menu inclusive of all taxes following all food safety guidelines. The minimum market rate for selling food & beverages is to be fixed by the selected bidder.
- 5.7. In conjunction with SIDAC & Ekamra Haat, the selected bidder will be required to supply food & beverages on priority basis at reasonable rates during any programme 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 should have a minimum turnover of INR 40 Lakhs per annum for the last two financial years.
- 6.3. 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.
- 6.4. Agencies having experience of undertaking similar nature of maintenance of catering/ cafeteria & Juice centres / resto café/ restaurant/Kiosk contract work in past 2 years.
- 6.5. Agencies having experience of undertaking similar nature of maintenance of catering/ cafeteria & Juice centres / resto café/ restaurant 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.
- 6.6. 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 from 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 operating juice centres / food stall.
- 6.7. The agency should have sufficient number of manpower (cooks, servicepersons, managers etc.- Minimum 10 in total) to attend to the various kitchen, dining area & cleaning activities.
- 6.8. The agency should have similar nature of experience on the services to be provided in the Kiosk.

7. Terms and condition for applying

- 7.1. This Bid document will be received in sealed cover of **A4 size envelope** super scribed "**Expression of Interest for operating _____ (the stall(s) is required to be mentioned) in Ekamra Haat, Bhubaneswar**" (containing sealed technical bid and financial bid in separate sealed covers of **A4 size envelope**) by the office at State Institute for Development of Arts & Crafts (SIDAC), Gandamunda, Khandagiri, Bhubaneswar up to **5.00 PM** on dt. **19.08.2022**.
- 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. This is not mandatory to apply for all juice centres, food stall and Kiosk. The bidder may opt for quoting any one of the juice centre/ food stall/Kiosk as well.
- 7.5. 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.
- 7.6. The agency may visit the premises at Ekamra Haat, Bhubaneswar to obtain any information they may consider necessary before submission of the bid documents. This may be done on their own expenses.

- 7.7. 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.
- 7.8. Communication by email from the authorized email address of SIDAC (sidacorissa@gmail.com) 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 one/ two juice centre(s)/ one food stall&/or one Kiosk.
- 8.4. The committee 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.
- 8.5. The technically qualified bidders will be notified about the financial bid opening date and time via email.
- 8.6. The financial bid of the qualified bidders only will be opened by a designated committee on the pre-decided date and time.
- 8.7. 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. 10,000/- (Rupees Ten 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. Necessary licenses and permission from competent authorities for the services applied for in respect of Kiosk.
 - 9.1.6. GST Registration Certificate and up-to-date returns of the last two financial years (i.e., 2021-22, 2020-21); For startup organizations- since inception.
 - 9.1.7. Copy of PAN Card and up to date return copy of Income Tax for the last two assessment years (i.e., 2022-23, 2021-22); For startup organizations- since inception.
 - 9.1.8. Official turnover of the firm for the previous two years (general- 2021-22, 2020-21; startup organizations- since inception certified by Chartered Accountant firm.
 - 9.1.9. All documents as required to show proof of work against points mentioned under Pt. 6.
 - 9.1.10. 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.
 - 9.1.11. Power of Attorney in favour of the person signing the bid on behalf of the bidder.
 - 9.1.12. The detailed proposed menu chart with price list.
 - 9.1.13. An affidavit to operate one/ two juice centres & / or one food stall &/or one KIOSK as per the guidelines of COVID-19 notified by Govt. of Odisha/ Govt. of India from time to time.

- 9.1.14. 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.
- 9.1.15. An undertaking by way of affidavit to maintain hygienic condition of the kitchen, the dining area, sell hygienic food items and beverages at the Juice centres / food stall/Kiosk as per the approved menu chart and price list and shall be solely responsible for all liabilities for running the Juice centres / food stall/Kiosk.
- 9.1.16. Undertaking that no criminal case is pending with the police at the time of submission of bid. (Annexure-I).
- 9.1.17. Undertaking in shape of affidavit for not have been blacklisted by any Central/ State Govt./ any autonomous bodies during the recent past (Annexure-II).
- 9.1.18. Undertaking in shape of affidavit regarding trueness and correctness of the information submitted by the firm (Annexure-III).
- 9.1.19. The bid submission checklist (Annexure-VII).
- 9.2. After opening and acceptance of the technical bids, all the bidders applied for food services 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.

Description of components for marking	Scoring mode	Max. Marks
Turn Over	INR 40 Lakhs- 10 marks For each additional 5 lakhs- 1 mark extra Maximum marks- 15	15
Details of manpower	10 employees on its payroll as of March 2022 - 10 marks	10
Work experience	Maintenance of catering/ cafeteria & Juice centres/ resto café/ restaurant contract work in past 3 years- 10 marks	10
Work experience	Maintenance of catering/ cafeteria & Juice centres/ resto café/ restaurant/ KIOSK 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- 15 marks	15
License	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- 10 marks	10
Presentation	Presentation as mentioned under Pt. 9.2	40
Total		100

- 10.2. Minimum qualifying marks in the technical evaluation is 70 marks.
- 10.3. 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 in the technical evaluation.
- 10.4. Bids of those who will qualify in the technical evaluation will be eligible for opening of the financial bid.

11. Financial Bid

- 11.1. The minimum annual maintenance cost for one Juice centre/ one food stall is INR 1,50,000/- (Rupees One lakh fifty thousand) only per year. But, the minimum annual maintenance cost for the Kiosk-S3 in Ekamra haat is Rs.1,20,000/- (Rupees One lakh twenty thousand only) per year. which is exclusive of electricity charges for each category.
- 11.2. The **Financial Bid** shall be the lump-sum quote exclusive of electricity charges for the scope of work mentioned in the EOI Bid Documents to be clearly indicated both figures & number in the prescribed format (Annexure-VI) which is to be submitted with the prescribed Covering Letter as per the Annexure-V.
- 11.3. The bidder may opt for quoting any one of the juice stall/food stall/ Kiosk-S3 as well.

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.

Tendered Space & Utilities

- 12.2. The Ekamra haat authority will provide a built-up space only. The selected bidder has to arrange equipment and other furniture etc from own source for running the juice centres. The selected bidder has to restrict his/her activities within the allotted premises.
- 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.
- 12.4. The selected bidder shall be required to execute all work at their own cost as required for commercial development of the tendered area where only temporary structure shall be constructed/ developed.
- 12.5. Under no circumstances, any form of permanent structures shall be constructed or installed in & around the tendered spaces for running the juice centres as approved by SIDAC.
- 12.6. Additionally, in case of running ATM, its cabin structure, air conditioning, electric cabling, communication cabling, communication and internet devices including antenna etc. i.e., all physical structure shall be provided by the Bank at its own cost and responsibility. SIDAC's responsibility pertains to providing the required land space only. The selected bidder shall install ATM at the station strictly as per the locations indicated in the approved drawing under guidance/supervision of officials of SIDAC
- 12.7. Under no circumstances, the tendered space can be mortgaged, charged or otherwise put under any lien (including negative lien). No charge or encumbrance will be created or agreed to be created in favor of any person, including the Lenders/ Financial Institution (s)/ Banks etc.
- 12.8. The selected bidder shall also ensure that the proposed commercial development within tendered area is neither an impediment for smooth flow of traffic nor a safety hazard for any of the property of Ekamra Haat and public at large.
- 12.9. The electricity charges to be borne by the selected bidder and will be deposited to SIDAC every month as per actual meter reading.
- 12.10. For running equipment & machineries (if any), the additional required electrical points are to be installed by the selected bidder.
- 12.11. The selected bidder shall also ensure that all existing utilities and facilities (if any) falling within the said tendered space will be kept accessible and the selected bidder shall not interfere or tamper with those installations at any time.
- 12.12. The responsibility of security, maintenance & cleanliness of the tendered premises shall rest with the selected bidder. The allottee will take necessary steps for proper cleaning & sanitization of the inside area, equipment & utensils etc.
- 12.13. As the Ekamra haat area is a plastic free zone, the selected bidder has to use eco-friendly materials in the premises and shall not use the banned plastic materials (as notified by Govt. of Odisha) under any circumstances. Earthen Materials, Paper/ Bamboo Materials, and paper bags are permitted in Ekamra Haat premises.

- 12.14. The solid waste generated from the tendered premises must be disposed in the earmarked area as per BMC waste management instructions.
- 12.15. The timing of the opening of Juice centres /food stall/ kiosk will be 10.00AM to 9.00 PM only. However, on special occasion (exhibitions/ festivals) it can be changed as per approval of the authority.
- 12.16. Extra decoration/signage/flex may not be allowed and as exception it may be done with the prior permission of the competent authority.
- 12.17. The selected bidder will operate, manage and maintain the entire offered space with adequately trained and experienced team responsibly.

Manpower Management by the selected bidder

- 12.18. The selected bidder will have to make necessary arrangement to deploy sufficient number of staffs, equipment & drinking water to run the activity. The agency may issue identity cards to each of its staffs at his own cost for entry into the licensed premises.
- 12.19. Security staffs of Ekamra Haat shall be at liberty to exercise check on any of its staff/ supervisor/ manager while entering the premises, during the work and while leaving from the premises.
- 12.20. 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.
- 12.21. 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.
- 12.22. The persons employed by the selected bidder shall be present at all times. 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. to its employees as per the minimum wages or statutory wages/ rate fixed by the Govt. of India/ Govt. of Odisha without claim or reimbursement from SIDAC Authority.
- 12.23. The selected bidder shall not engage anyone below the age of 18 years.
- 12.24. The selected bidder should appoint a POC to manage the allotted area who will be responsible for the overall management of the Juice centres / food stall / KIOSK allotted to them, 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.

Permissions/ Licenses/ Clearances/ Sanctions

- 12.25. Procuring all the permissions/ licenses etc. required from the statutory/ regulatory/ civic authorities concerned from time to time, to be able to use the tendered space for running juice centre/ food stall/KIOSK will be sole responsibility of the selected bidder.
- 12.26. Adequate number of fire extinguishers needs to be installed in the tendered space by the selected bidder or as to be specified by the Fire Officer of Govt. of Odisha. The selected bidder shall be responsible for obtaining fire NOC for their licensed area/space from the competent authorities and comply with all statutory requirements in connection with this tender document.
- 12.27. Fire retardant solution may be sprayed in all fabrics/ flex materials used inside/ outside the kitchen and dining area.
- 12.28. 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.
- 12.29. 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 & any manpower of the agency on any account.
- 12.30. Food handling practices and regulations have to be followed strictly to prevent food spoilage and contamination.

- 12.31. The selected bidder shall at all times adhere to all rules, regulations and provisions of the Ekamra Haat and its amendments thereto and shall also comply with all notices and circulars issued by SIDAC in this regard.
- 12.32. The selected bidder shall ensure that they follow and adhere to the Guidelines, Rules, Regulations and Acts defined by Bhubaneswar Municipal Corporation and its amendments time to time.
- 12.33. The selected bidder shall not assign any of its rights, or interest in respective agreement in favor of any company/person(s) at any time and for any reasons whatsoever.
- 12.34. 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.
- 12.35. SIDAC authority will not be responsible for any decline in the revenue for running Juice centres/ food stall/Kiosk 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.
- 12.36. The selected bidder may be engaged for other projects under the H,T.& H dept. on similar terms and conditions after mutual negotiation.
- 12.37. 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 2 email addresses that they will access on regular basis.
- 12.38. 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 Security Deposit

- 12.39. The selected bidder shall have to deposit of INR 50,000/- (Rupees Fifty thousand Only) for each of the selected activity in shape of Demand Draft (DD) towards performance security within 7 days after placing the work order.
- 12.40. The selected bidder will deposit performance security in shape of DD drawn in favour of Member Secretary, SIDAC from any scheduled commercial bank payable at Bhubaneswar.
- 12.41. 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.
- 12.42. Failure to comply with the conditions of the agreement shall constitute sufficient ground for the forfeiture of the performance security.
- 12.43. No interest shall be paid on the performance security. The performance security shall be refunded after successful completion of the agreed period.
- 12.44. 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 Juice centres / food stalls/Kiosk-S3.
- 13.2. All payments relating to Juice centres / food stalls 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.
- 14.3. **The authority reserves the right to accept or reject any or all the offers without assigning any reason thereof.**
Dispute Resolution
- 14.4. For 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
- 14.5. In case of a dispute, it will be governed by the laws of the court in the jurisdiction of Bhubaneswar.

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:

UNDERTAKING

(On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding non-blacklisting)

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:

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:

TECHNICAL 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 _____ *(the stall(s) is required to be mentioned)* in Ekamra Haat, 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 (Demand Draft Details)	DD No:
		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:
		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 with complete address & Phone No.	Type of services provided with details of manpower/machinery deployed	Contract Amount (in INR)	Duration	
				From	To

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 (2020-21)		
FY3 (2021-22)		

17. **Declaration**

I, Shri _____, Son/Daughter/Wife of Shri _____ Proprietor/Director/ Authorized signatory of _____ (Name of the Service Provider), competent to sign this declaration and execute this tender. I have carefully read and understood all the terms and conditions of the tender and undertake to 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 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.

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 _____ *(the stall(s) is required to be mentioned)* in Ekamra Haat, Bhubaneswar (Financial Proposal)

Sir,

I, the undersigned, offer to provide the services for *(insert title of the Service)* in accordance with your EOI No.:_____ Dated_____. Our attached financial price is *{insert amount(s) in words and figures} for the proposed service}*. 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:_____

FORMAT FOR FINANCIAL PROPOSAL

Name of the Project	Financial Quote <i>Amount in Figure & Word (Exclusive of electricity charges as applicable)</i>
Annual maintenance cost for operating _____ <i>(Mention One or Two)</i> juice centre(s) in Ekamra Haat, Bhubaneswar	
Annual maintenance cost for operating one food stall in Ekamra Haat, Bhubaneswar	
Annual maintenance cost for operating one Kiosk-S3 in Ekamra Haat, Bhubaneswar	

A
Authorized Signatory
(in full and initials)

Name and Designation of Signatory with Date and Seal: _____

Address of the Bidder: _____

BID SUBMISSION CHECK LIST

Sl. No.	Description	Submitted (Yes/No)	Pg. 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- 2021-22, 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- 2022-23, 2021-22; startup organizations- since inception)		
8	Official turnover of the firm for the previous two years (general- 2021-22, 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 one/ two juice centres &/or one food stall &/or KIOSK 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 juice centres / food stall /KIOSK as per the approved menu chart and price list and shall be solely responsible for all liabilities for running the juice centres/ food stall in Ekamra Haat, Bhubaneswar.		
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: _____

DETAILS OF STALLS AVIALABLE FOR ALLOTMENT IN EKAMRA HAAT, BHUBANESWAR

The name, dimension and minimum annual maintenance rates of the Stalls will be as mentioned below:

Sl. No.	Kiosk Name	Activity to run	Dimensions	Base Rate (Rs)
1	Juice Centre-1 (JC-1)	Juice & other non-alcoholic beverages facilities/ services	14 ft X 11 ft	Rs. 1,50,000/-
2	Juice Centre-2 (JC-2)	Juice & other non-alcoholic beverages facilities/ services	14 ft X 11 ft	Rs. 1,50,000/-
3	Food Stall -3 (FS-3)	Food & beverages facilities/ services	10 ft X 18 ft	Rs. 1,50,000/-
4	Kiosk-S3	Any fooding /non-fooding services	10 ft X 10 ft	Rs. 1,20,000/-