REQUEST FOR PROPOSAL

SELECTION OF PRIVATE OPERATORS FOR LEASING AND OPERATION OF RESTRO CAFE 1/RESTRO CAFÉ 2/RESTRO CAFÉ 3/CANTEEN OF ODISHA CRAFTS MUSEUM AT KALA BHOOMI, BHUBANESWAR



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

NOVEMBER, 2025

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DISCLAIMER

This Request for Proposal (RFP) is issued by the MEMBER SECRETARY, STATE INSTITUTE FOR DEVELOPMENT OF ART AND CRAFTS (SIDAC), HANDLOOMS, TEXTILES & HANDLOCRAFTS DEPARTMENT, GOVERNMENT OF ODISHA.

While the information in this RFP has been prepared in good faith, it does not support to be comprehensive or to have been independently verified. Neither the Client nor any of its officers or employees, nor any of its advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or mis-statements, negligent or otherwise, relating to the proposed assignment, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of the Client. It does not claim to contain all the information that a bidder may require for the purposes for making a decision for participation in this selection process. Each bidder must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed assignment, the regulatory regime which applies thereto and by and all matters pertinent to the project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the project.

This RFP includes certain statements, information, projections and forecasts with respect to the proposed assignment. Such statements, information, projections and forecasts reflect various assumptions made by the management, officers and employees of the Client, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty. The issue of this RFP does not imply that the Client is bound to select a Bidder or to engage the selected bidder, as the case may be, for the required service and the Client reserves the right to reject all or any of the proposals without assigning any reasons whatsoever

MEMBER SECRETARY, SIDAC, HANDLOOMS, TEXTILES & HANDICRAFTS DEPARTMENT, GOVERNMENT OF ODISHA shall be the sole and final authority for selection of a competent private operators through this RFP.

BIDDER DATA SHEET

Sl. No.	Particular	Details
1.	Name of the Client	MEMBER SECRETARY, SIDAC
2.	Method of Selection	HIGHEST ANNUAL LICENSE FEE (H1 METHOD) FOR THE RESPECTIVE PREMISE
3.	Date of Issue of RFP	18.11.2025
4.	Deadline for Site Visit and Submission of Pre- Bid Query	26.11.2025
5.	Pre-Bid Meeting	28.11.2025
6.	Issue of Pre-Bid Clarification	01.12.2025
7.	Proposal Due Date	10.12.2025
8.	Opening of Technical Proposal	11.12.2025
9.	Opening of Financial Proposal	To be intimated later
10.	Expected Date of Commencement of Assignment	DECEMBER, 2025
11.	Bid Processing Fee (Non-Refundable)	Rs. 2,000/- (Rupees Two Thousand Only) favouring Member Secretary, SIDAC drawn in any scheduled commercial bank payable at Bhubaneswar.
12.	Earnest Money Deposit (EMD)	Each bidder shall submit an EMD in the form of a Demand Draft drawn in favour of Member Secretary, SIDAC, payable at Bhubaneswar. Facilities wise EMD Rate: Restro Cafe-1 = Rs. 16,000/- Restro Cafe-1 = Rs. 8,000/- Restro Cafe-1 = Rs. 8,000/- Canteen = Rs. 4,000/- In case a bidder submit a proposal for more than one (1) facility, the EMD amount shall be the cumulative value of both facilities applied for and is to be submitted through a single Demand Draft drawn in favour of Member Secretary, SIDAC, payable at Bhubaneswar.

13.	Contact Person	Sri Rasmi Ranjan Bhutia Assistant Conservator, OCM Ph: 9853835341
14.	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 Mode of Submission: Speed Post / Courier only to the address as specified above during the office hours. Submission of bid through any other mode and late bid will be rejected.
	Venue for Pre Bid Meeting, Opening of	
15.	Technical, Technical Presentation and	Conference Hall of SIDAC, Bhubaneswar
	Opening of Financial Proposal	Biluballeswal
16.	Allotment of Infrastructure to the Bidder	A bidder may apply for maximum of two (2) of the following premised: Restro Café-1, Restro Café-2, Restro Café-3, and Canteen under a single proposal. The bidder shall submit a single consolidated Financial Proposal indicating the Annual License Fee (ALF) offered for the respective facility(ies) they intend to apply for, subject to a maximum of two (2) premises. SIDAC reserves the right to evaluate and allot each facility independently based on the financial offers received and the terms and conditions as prescribed in this RFP.

For details please visit: www.sidacodisha.org.in or www.odishacraftsmuseum.odisha.gov.in

SECTION: 1

LETTER OF INVITATION

LETTER OF INVITATION

RFP No: 3017 Dated: 18.11.2025

Assignment: SELECTION OF PRIVATE OPERATOR FOR LEASING AND OPERATION OF RESTRO

CAFE 1/RESTRO CAFE 2/RESTRO CAFE 3/CANTEEN OF ODISHA CRAFTS

MUSEUM AT KALA BHOOMI, BHUBANESWAR

- 1. The Member Secretary, SIDAC (The Client) invites sealed proposal from eligible private operator under the selection process for "LEASING AND OPERATION OF RESTRO CAFE 1, RESTRO CAFE 2, RESTRO CAFE 3, AND CANTEEN OF ODISHA CRAFTS MUSEUM AT KALA BHOOMI, BHUBANESWAR". More details on the proposed work are provided at Section-3: Scope of Work of this RFP Document.
- 2. The Private Operator will be selected under the **Highest Annual License Fee (H1)** mode for respective premises individually as prescribed in this RFP document, in accordance with the principles and procedures laid down in the applicable guidelines of the Government of Odisha / Government of India governing transparent allotment and licensing of government assets.
- 3. The proposal completes in all respect as specified in the RFP document must be accompanied with a non-refundable Bid Processing Fee and a refundable Earnest Money Deposit (EMD) as per the provisions of the Bidder Data Sheet both in the form of Demand Draft in favour of "Member Secretary, SIDAC" drawn in any scheduled commercial bank and payable at Bhubaneswar, Odisha failing which the bid will be rejected.
- **4.** The proposal must be delivered at the specified address as per the Bidder Data Sheet at **(SI. No. 14)** by **Speed post / Courier** only. The Client shall not be responsible for delivery delay or any consequence. Submission of proposal through any other mode will be rejected.
- 5. The last date and time for submission of proposal complete in all respects is 10.12.2025 and the date of opening of the technical bid is 11.12.2025 in the presence of the bidder's authorized representative at the specified address as mentioned in the Bidder Data Sheet (SI. No.14).
- **6.** This RFP includes following sections:
 - a. Letter of Invitation [Section 1]
 - **b.** Information to the Bidder [Section 2]
 - c. Scope of work [Section 3]
 - d. Technical Proposal Submission Forms [Section 4]
 - e. Financial Proposal Submission Forms [Section -5]
 - **f.** Annexures [Section 6]

7. While all information and data provided in this RFP are believed to be accurate within the scope of the proposed work to the best of the Client's knowledge, the Client does not warrant or guarantee the accuracy, completeness, or feasibility of any information or data provided.

It shall be the sole responsibility of the prospective private operator to undertake a site visit and physical verification of the premises and the infrastructures at its own cost and assess the viability of the assets for business operations before submitting the proposal.

8. The Client reserves the right to accept or reject any or all proposals, or to cancel the entire selection process at any stage, without assigning any reason thereof and without any obligation to compensate any bidder for the costs incurred in the preparation of the proposal.

Member Secretary, SIDAC

SECTION: 2

INFORMATION TO THE BIDDERS

Conditions of Eligibility:

Bidder should read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those bidders who satisfy the Conditions of Eligibility will be considered for further evaluation. Before evaluation of the technical proposal, the proposal of each bidder will be evaluated with respect to the following conditions of eligibilities, subject to submission of the required documents / information as part of their technical proposal.

Sl. No.	Eligibility Criteria	Supportive Documents
1	Bidder as single entity to be a Company as registered under Indian Companies Act, 1956 / 2013 / a Society registered under The Societies Registration Act, 1860 / Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 or / Sole Proprietorship Firm registered under appropriate act.	Certificate of Incorporation / Registration / support of formation of the entity
	Consortium or Joint Venture not allowed	
2	The bidder should have been in the business for more than 5 years from the date of Incorporation on the last date of submission of the proposal.	
3	Bidder must have undertaken at two (2) similar nature of work related to operation and maintenance of catering/ cafeteria/ Restro cafe/ restaurant contract work for any Central/ State Government offices/ Public Sector Undertakings/ Public Sector Banks/ Autonomous Bodies/ Large Corporate Houses/ Reputed Housing Societies etc. during the last 3 financial years of 2022-23, 2023-24 and 2024-25.	Copies of Work Order / Contract Document / from the previous clients
4	The average annual financial turnover must be Rs. 50.00 Lakh from the similar business only during the last 3 financial years of 2022-23, 2023-24 and 2024-25	Financial Details of the bidder (TECH -3) along with copies of the audited balance sheet and I/E Statement duly sealed and certified by the CA and the authorized representative of the bidder.

5	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 providing the Restro café/canteen services.	Self-Declaration along with copies of valid supportive documents such as copies of valid FSSAI License Registration Certificate and Trade License to operate café/canteen/restaurant within BMC area.
6	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	List of manpower and other resources with the firm

2. <u>Documents to be submitted along with TECHNICAL PROPOSAL:</u>

The bidders must have to furnish the duly certified documents along with their Technical Proposal as mentioned below:

- Filled in Bid Submission Check List in Original (Annexure-I)
- Covering letter (TECH 1) on bidder's letterhead to participate in the bidding process.
- Bid Processing Fee and EMD as applicable
- Copy of Certificate of Incorporation/ Registration
- Copy of PAN
- Copy of Goods registration certificate along with a copy of the GST Return (GSTR-1) for the last financial year
- Copies of IT Return for the last 3 assessment years (AY 2021-22, 2022-23 and 2023-24).
- General details of the Bidder (TECH 2).
- Financial details of the bidder (**TECH 3**) along with all the supportive documents as applicable duly signed as per the instruction/s.
- Power of Attorney (TECH 4) in favour of the person signing the bid on behalf of the bidder.
- Self-Declaration regarding complying with the laws and regulations relating to preparation and sale of food stuffs (TECH -5) along with copies of valid FSSAI Registration and Trade License Certificates.
- Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in the recent past on its letter head (TECH-6).
- Duly filed in Technical Proposal Submission Form (TECH 7 to TECH-9). **NB**:

Bidders must have to submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to carefully go through all instructions,

forms, terms & conditions and other information as mentioned in the RFP document. The proposal must be complete in all respect, indexed and hard bound. Each page should be numbered and certified by the authorised representative. Failure to comply with the RFP requirements will result in outright rejection of the proposal.

3. Bid Processing Fee:

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to Rs. 2,000/- (Rupees Two Thousand Only) in shape of Demand Draft from any scheduled commercial bank in favour of Member Secretary, SIDAC" payable at Bhubaneswar. Proposal received without bid processing fee will be out rightly rejected. The bid processing fee is non-refundable in any case.

4. Earnest Money Deposit (EMD):

The bidder must furnish, as part of the technical proposal, an Earnest Money Deposit (EMD) as per the RFP terms and conditions as mentioned in the Bidder Data Sheet in shape of Demand Draft from any scheduled commercial bank in favour of "Member Secretary, SIDAC" payable at Bhubaneswar. The EMD of unsuccessful bidders shall be refunded after finalization of selection process and award of contract without any interest. The EMD of the successful bidder will be released only after furnishing of the required Performance Security and signing of the Agreement. Bid not accompanied by the required EMD shall be rejected by the Client as non-responsive. The EMD will be forfeited under following reasons:

- > Bidder withdraws its proposal during the bid validity period as specified in RFP
- Bidder does not respond to requests for clarification of its proposal.
- ➤ Bidder fails to provide required information during the evaluation process or is found to be non- responsive or has submitted false information in support of its qualification.
- If the bidder fails to
 - provide any clarification to the Client
 - agree to the decisions of the contract negotiation meeting
 - sign the contract within the prescribed time period
 - furnish required Performance Bank Guarantee within the prescribed time period as per the agreed terms and conditions of the RFP
 - fails to accept the offer without any justified reasons reason / fails to sign the contract within the allowed time period.
- Any other circumstance which holds the interest of the Client during the overall selection process.

5. Validity of the Proposal:

Proposals shall remain valid for a period of <u>120 (One Hundred Twenty Days)</u> from the date of opening of the technical proposal. The Client reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

6. Site Visit:

Prospective bidders are strongly advised to visit the site(s) at Odisha Crafts Museum – Kala Bhoomi, Bhubaneswar, before submitting their proposals, to acquaint themselves with the location, existing infrastructure, utilities, and operational environment. The purpose of the visit is to enable the bidder to obtain all necessary information related to the site conditions, space layout, facilities available, and other factors that may affect their proposal or future operations. Bidders shall be deemed to have fully satisfied themselves regarding the site conditions and shall not be entitled to any claim or revision of the quoted Annual License Fee on account of lack of knowledge of the site or its surroundings.

7. Submission of Pre-Bid Queries:

Bidders can submit their queries as per the prescribed format provided at (Annexure-II) on details the Client the RFP other if any, to by <odishacraftsmuseum@gmail.com> by 26.11.2025. Clarifications to the above will be uploaded in the website for information of the bidders latest by 28.11.2025. Queries submitted beyond the above deadline will not be entertained. Request for alteration/change in existing terms and conditions of the RFP will not be considered /entertained.

8. Pre-bid Meeting:

A Pre-Bid Meeting will be held as per the date and time specified in the Bidder Data Sheet at the Conference Hall of SIDAC, Bhubaneswar. The purpose of the meeting is to clarify issues and queries raised by the prospective bidders regarding the RFP, eligibility requirements, scope of work, lease terms, and any other relevant aspects. Authorized Representative of the Bidders' (limited to 2 persons) are allowed to attend the meeting as per the schedule. Any modification to the RFP arising out of the Pre-Bid Meeting shall be issued only through a Corrigendum/Addendum on the official website of SIDAC. The corrigendum shall form part of the RFP and shall be binding on all bidders.

9. Submission of Proposal:

Bidder must submit their proposals by <u>Speed Post / Courier</u> only to the specified address on or before the last date and time for submission of proposals as mentioned in Bidder Data Sheet. The Client will not be responsible for postal delay / any consequence in receiving of the proposal. The proposal must have to be submitted in two parts. Each part should be separately spiral bound with no loose sheets. Each page of the two parts should be page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Client will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the due date will be out rightly rejected by the Client.

The procedure for submission of the proposal is described below:

i) <u>Technical Proposal (Original + 1 Copy):</u>

The envelope containing technical proposal shall be sealed and superscripted as "TECHNICAL PROPOSAL – TITLE OF THE RFP". The duly filled-in technical proposal submission forms along with all the supportive documents and information have to be furnished as part of technical proposal as per the requirement.

ii) Financial Proposal (Original + 1 Copy):

The envelope containing financial proposal shall be sealed and superscripted as "FINANCIAL PROPOSAL – TITLE OF THE RFP". The duly filled-in Financial Proposal Submission Form shall contain the Annual License Fee (ALF) offered by the bidder for the specific facility (ies) applied for (subject to a maximum of two units), as prescribed in this RFP. The Financial Proposal shall be furnished strictly as per the prescribed format provided in the RFP and shall include all applicable taxes, duties, and charges as per prevailing laws. Any deviation from the prescribed format or inclusion of conditions not specified in the RFP may render the proposal liable for rejection.

Both the above envelopes have to be sealed and placed inside a third main envelope with proper labeling of following information in bold:

RFP TITLE:
RFP NUMBER AND DATE:
NAME OF THE BIDDER:
DEADLINE FOR SUBMISSION OF BID:
NAME AND ADDRESS OF THE BIDDER:

Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal have to be sealed and signed by the authorized representative of the bidder. Technical and Financial bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.

10. Opening of the proposal:

The Client will constitute a Tender Committee (TC) to evaluate the proposals submitted by bidders. The FIRST ENVELOPE containing **TECHNICAL PROPOSAL** will be opened in the initial stage by the committee in presence of the bidder's authorized representative at the location, date and time specified in the Bidder Data Sheet who wishes to attend. Only one representative with proper authorization letter from the participating bidder will be allowed to attend the bid opening meeting. The SECOND ENVELOPE containing **FINANCIAL PROPOSAL** of the technically qualified bidders only will be opened during the subsequent stage. The date and time for opening of the financial proposal will be intimated accordingly to the technically qualified bidders well in advance.

11. Evaluation of Proposal:

A three-stage process will be adopted as explained below for evaluation of the proposals:

- Preliminary Evaluation (1st Stage): Preliminary evaluation of the proposals will be done
 to determine whether the proposal comply to the prescribed eligibility condition and the
 requisite documents / information have been properly furnished by the bidder or not.
 Submission of documents / information will be verified as mentioned under prescribed
 eligibility and responsive requirements. Bid not complying to any of the above
 requirement will be out rightly rejected.
- During the preliminary evaluation of proposals, SIDAC may, at its discretion, seek written clarifications from any bidder to confirm or clarify the contents of the documents submitted.
- The bidder shall submit the clarification or additional information in writing or by e-mail
 within the period specified in the communication from SIDAC. Failure to provide the
 requested clarification within the prescribed time may render the bid liable for
 rejection. Any clarification or information submitted by the bidder that is not specifically
 requested by SIDAC shall not be considered for evaluation
- Technical Presentation and Evaluation Framework (2nd Stage): The technically prequalified bidders shall be invited for a Technical Presentation before the Committee. The purpose of the presentation is to assess the bidder's preparedness, design concept, business approach, and ability to operate the facilities in a professional and sustainable manner. Each presentation shall be evaluated by the Committee based on the following parameters, carrying a total of 50 marks:

SI. No.	Evaluation Parameter	Evaluation Criteria / Description	Maximum Marks
1	Concept and Vision	Understanding of SIDAC's objective; thematic concept reflecting Odia crafts / culture / heritage; creativity and visitor orientation	10
2	Design and Layout Proposal	Space utilization plan, interior/exterior aesthetics, eco-friendly materials, accessibility, harmony with museum ambience	10
3	Operational Plan	Detailed methodology for day-to-day operations: Food quality, staffing pattern, workflow, hygiene practices, supply chain, safety & maintenance systems and compatible to museum rules and regulations	10

4	Sustainability & Waste Management	Compliance with plastic-free policy, solid-waste segregation / disposal, energy & water conservation, fire and safety measures	10
5	Branding & Value Addition	Innovation, customer engagement, digital payment systems, promotional strategy, and visitor experience enhancement	10
Total N	Mark		50

Cut-off Mark:

Bidders must obtain a score above **35 marks (70%)** out of **50 Mark** to qualify for consideration in the financial evaluation stage. The marks awarded by each Committee member shall be averaged to arrive at the final technical score. Bidders failing to secure the minimum qualifying marks shall be eliminated from further evaluation, and their financial bids shall remain unopened. The Committee's decision regarding the scoring and qualification shall be final and binding on all bidders.

• **FINANCIAL EVALUATION (3rd Stage):** The bid parameter for evaluation shall be the Annual License Fee (ALF) offered by the bidder for each individual facility — Restro Café-1, Restro Café-2, Restro Café-3, and Canteen. Each facility shall be evaluated and allotted independently. The Highest Annual License Fee (H1) quoted for each respective facility, provided that it is above the prescribed Reserve License Fee as per the RFP terms and Conditions, shall determine the Preferred Bidder for that particular unit.

Bidders quoting an amount below the respective Reserve License Fee shall be summarily rejected and shall not be considered for evaluation. In case the same bidder emerges as H1 for more than two units, only the two highest-value units shall be allotted to that particular bidder. The remaining unit(s) shall be allotted to the next highest (H2) bidder(s) in order of ranking at H1 price. The financial ranking, evaluation outcome, and award of license shall be decided by SIDAC and shall be final and binding on all bidders.

12. Performance Security:

- Within seven (7) days of receiving the notification of acceptance of proposal for the award of license, the selected bidder (Licensee) shall furnish a Performance Security amounting to five percent (5%) of the quoted Annual License Fee (ALF) for the respective allotted facility allotted.
- The Performance Security shall be submitted in the form of a Bank Guarantee (BG) or Term Deposit Receipt (TDR) issued by any scheduled commercial bank, pledged in favour of "Member Secretary, SIDAC", payable at Bhubaneswar.
- The Performance Security must remain valid for a period covering the entire lease term (three years) plus an additional three (3) months beyond the expiry of the lease period.

- If the Performance Security is furnished through a Bank Guarantee, it shall strictly follow the prescribed format provided in **Annexure-III** of this RFP. Any deviation from the prescribed format shall render the BG liable for rejection. The BG must be authenticated by the local branch of the issuing bank at Bhubaneswar, and a confirmation letter to that effect shall be furnished by the bidder's representative at the time of signing of the License Agreement.
- In the event that a bidder is awarded more than one facility, separate Performance Securities shall be furnished for each allotted facility, corresponding to the quoted Annual License Fee for the respective premises.
- Failure to furnish the required Performance Security within the stipulated time or failure
 to comply with the terms and conditions of the RFP / License Agreement shall constitute
 sufficient grounds for forfeiture of the Earnest Money Deposit (EMD) and cancellation of
 the award of license.
- The Performance Security shall be released only after three (3) months from the expiry of the lease period, subject to satisfactory fulfilment of all contractual obligations, settlement of dues, and confirmation that no breach or damage to SIDAC property has occurred. No interest shall be payable on the Performance Security amount.

13. Signing of Agreement:

After completion of the evaluation process, SIDAC shall issue a Letter of Award (LoA) to the selected bidder, hereinafter referred to as the Licensee, notifying them of their selection and inviting them to complete the formalities for execution of the License Agreement. The selected Licensee shall acknowledge the LoA in writing and complete all requirements, including submission of the Performance Security (5% of the quoted Annual License Fee) as specified, within 7 (seven) days from the date of issuance of the LoA. The Licensee shall execute the License Agreement with SIDAC on a Non-Judicial Stamp Paper of appropriate value within the stipulated period. Failure to do so shall result in forfeiture of the EMD and cancellation of the award.

The License Agreement shall be valid for the lease period from the Effective Date of the Agreement. Continuation of the license shall be subject to annual performance review by SIDAC based on compliance with the terms of the Agreement, hygiene and safety standards, and timely payment of the Annual License Fee. The Annual License Fee (ALF) quoted by the successful bidder shall remain valid for the first year of the license period. For the subsequent years, the Annual License Fee shall be increased by ten percent (10%) over the fee payable for the immediately preceding year. This escalation shall be applicable uniformly for all facilities and will form part of the financial terms of the License Agreement.

Sub-leasing, sub-contracting, or outsourcing of any part of the licensed premises or operation shall be strictly prohibited. Any violation shall result in immediate termination of the license and forfeiture of the Performance Security, without prejudice to other legal remedies available to SIDAC.

14. Payment of Annual License Fee:

The Annual License Fee (ALF) quoted by the successful bidder shall become payable at the time of signing of the License Agreement for the first year. For each subsequent year of the license period, the Licensee shall pay the revised Annual License Fee with **applicable 10% escalation** prior to extension of License Agreement for the extended period.

Delay in payment of the Annual License Fee beyond the stipulated period shall attract penalty of 1% of the prescribed annual license fee calculated on a daily basis until payment is made. Persistent default in payment for more than 15 days from the due date shall constitute a material breach of agreement, entitling SIDAC to terminate the license and forfeit the Performance Security as per the terms of the agreement.

15. Conflict of Interest:

Conflict of Interest exists in the event of: (i) conflicting assignments like supervision, implementation, monitoring and evaluation/environmental assessment of the same project by the eligible bidder; (ii) Consultants, agencies or institutions (individuals or organizations) who have a business or family relation with the Client directly or indirectly; and (iii) practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Client as this would amount to their disqualification and breach of contract.

16. Disclosure:

- Bidders have an obligation to disclose any actual or potential conflict of interest.
 Failure to do so may lead to disqualification of the bidder or termination of its contract.
- b. Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- c. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;
 - corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
 - failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

17. Anti-corruption Measure:

- Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- b. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

18. Language of Proposals:

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the **English** language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

19. Cost of bidding:

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bidders are not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

20. Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of civil court of Bhubaneswar, Odisha only.

21. Governing Law and Penalty Clause:

The License Agreement shall be governed and interpreted in accordance with the **laws of India / Odisha**. Any dispute arising out of or in connection with the RFP, the bidding process, or the License Agreement shall be subject to the **exclusive jurisdiction of the court at Bhubaneswar, Odisha**. In the event of breach of any term or condition of the License Agreement, SIDAC shall have the right to impose penalties, recover damages, or terminate the license, as deemed appropriate. Illustrative cases include but are not limited to:

- Non-payment or delayed payment of the Annual License Fee;
- Violation of hygiene, food safety, or eco-friendly norms;
- Unauthorized structural alterations or use of banned plastic materials;
- Sub-leasing, sub-contracting, or use of premises for purposes other than approved;
- Failure to maintain required manpower, cleanliness, or service standards.

Penalty Schedule

- Minor violations (hygiene lapse, staff misconduct, delayed reporting) fine up to ₹1,000 per instance;
- *Moderate violations* (non-compliance of waste management, use of restricted materials, delay in fee payment up to 15 days) fine up to ₹5,000 per instance;

• Serious violations (non-payment of dues beyond 30 days, use of banned plastics, unauthorized construction, or repeated complaints) – fine up to ₹10,000 per instance, and may attract termination of the license and forfeiture of Performance Security.

Termination for Persistent Default

Repeated breach of terms or three or more penalty instances in any review year shall render the Licensee liable for **termination after due notice of 15 days**. SIDAC's decision in this regard shall be final and binding.

Any damage caused to SIDAC property, fixtures, or equipment by the Licensee or its staff shall be recovered at actual cost, in addition to applicable penalties. SIDAC reserves the right to adjust such recoveries from the Performance Security or any dues payable.

22. Amendment of the RFP Document:

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through its website. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposals. All clarifications and outcomes of each stages of the selection process will be published through the website of the Planning and Convergence Department. Hence, bidders are advised to refer to the designated website for all updates on the selection process.

23. Client's right to accept any proposal, and to reject any or all proposal/s

The Client reserves the right to accept or reject any /all proposal, and cancel the bidding / selection process at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

24. Force Majeure:

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency If a force Majeure situation arises, the agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Client in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserve the right to

cancel the contract without any obligation to compensate the agency in any manner for what so ever reason.

25. Settlement of Dispute:

The Client and the Private Operator/s shall make every effort to resolve amicably, by direct informal discussion, any disagreement or dispute arising between them under or arising from or in connection with the Contract within thirty (30) days from the commencement of such informal negotiation. All dispute resolution proceedings shall be held at Bhubaneswar, Odisha, and the language of such proceedings and that of all documents and communications between the parties shall be in English. Secretary, Handloom, Textile and Handicraft Development Department will be the final authority to resolve any dispute arising between Client and the Private Operator.

26. Disqualification of Proposal:

The proposal is liable to be disqualified in the following cases as listed below:

- Proposal submitted without Bid Processing Fee and EMD as applicable.
- Proposal not submitted in accordance with the procedures and formats as prescribed in the RFP
- During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices or tries to withdraw its proposal
- Proposal is received in incomplete form
- Proposal is received after due date and time for submission of bid
- Proposal is not accompanied by all the requisite documents / information
- A commercial bid submitted with own assumptions or conditions
- Bids with any conditional technical and financial offer
- If the bidder provides any assumptions in the financial proposal or qualifies the financial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value
- Proposal is not properly sealed or signed
- Proposal is not conforming to the requirements of the scope of the work
- Bidder tries to influence the proposal evaluation process by unlawful/ corrupt/ fraudulent means at any point of time during the bid process
- If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), including the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
- Price bid not furnished as per the prescribed format / price components are furnished with assumptions / conditions or with blended / composite price component
- Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
- Any other condition / situation which holds the paramount interest of the Client during the overall section process.

SECTION – 3

SCOPE OF WORK

1. Introduction- SIDAC:

"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.

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.

SIDAC is the implementing partner of Kalabhoomi-Odisha Crafts Museum.

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

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 12 years ago when the Handicrafts and Handlooms department set out to look for a piece of land in the capital.

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.

Spanning across 12.68 acres at Pokhariput, Kala Bhoomi was developed as the one stop for Odisha Handicrafts and Handlooms. Featuring 10 galleries 9 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. 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 Grama Devi temple.

Two readily built-up area is available in the premises of OCM-Kalabhoomi one for Restro café and another for canteen.

MAP OF THE LOCATION OF KALABHOOMI



3. Objective of the RFP

The objective of this Request for Proposal (RFP) is to select a competent and experienced Private Operator for the allotment, leasing, and operation of Restro Café-1, two designated open spaces (each measuring approximately 11,00 sq. ft.) for Restro Café-2 and Restro Café-3, and the existing Canteen within the premises of the Odisha Crafts Museum – Kala Bhoomi, Pokhariput, Bhubaneswar.

The selected operator shall be responsible for establishing, operating, and maintaining these facilities to serve quality snacks, meals, and non-alcoholic beverages to visitors, officials, and participants at reasonable prices, while ensuring adherence to hygiene, safety, and eco-friendly practices.

The allotment shall be made through a competitive bidding process based on the **Highest Annual License Fee (H1 method) for the respective premises**, in accordance with the applicable guidelines of the Government of Odisha governing transparent allotment and licensing of government assets.

4. Duration of Lease Allotment:

The lease period shall be for a duration of three (3) years from the date of execution of the Lease Agreement. The Annual License Fee (ALF) quoted by the successful bidder shall remain applicable for the first year of operation.

For each **subsequent year**, the Annual License Fee shall be **enhanced by ten percent (10%)** over the license fee payable for the immediate preceding year. The enhanced license fee shall be payable as per the prescribed terms and conditions of this RFP. Continuation of the lease shall be subject to **annual performance review** by the competent authority of SIDAC based on the following parameters:

- Timely payment of the Annual License Fee (including the applicable escalation);
- Maintenance of hygiene, sanitation, and eco-friendly practices;
- Adherence to service quality standards and customer satisfaction; and
- Compliance with all terms and conditions of the agreement and statutory requirements.

SIDAC reserves the right to terminate the agreement at any point during the lease period in the event of unsatisfactory performance, breach of agreement terms, non-payment of license fee, or non-compliance with statutory or regulatory obligations.

5. Scope of Work

- **5.1.** The selected Private Operator (Licensee) shall be responsible for the establishment, operation, and maintenance of the allotted café(s) and canteen within the premises of Odisha Crafts Museum Kala Bhoomi, Bhubaneswar for a period of three (3) years, subject to annual performance review by competent authority of SIDAC.
- **5.2.** The Licensee shall operate the allotted facilities to provide quality Odia cuisine, multistate delicacies, snacks, and non-alcoholic beverages to visitors, participants, and officials

- at reasonable prices, ensuring high standards of hygiene, service, and customer satisfaction.
- **5.3.** Restro Café-1: One existing built-up café unit in Kala Bhoomi shall be allotted for operation. The Licensee shall undertake necessary interior improvements, equipment installation, and furnishing at its own cost, with prior approval of SIDAC.
- **5.4.** Restro Café-2 and Restro Café-3: Two open spaces (each measuring approximately 1,100 sq. ft. 500 sq. ft. core area and 600 sq. ft. dining area) are available for development. The Licensee shall construct temporary MS-frame structures (non-permanent, no brick/cement/CC work) and submit the design and layout drawings along with the technical proposal for SIDAC's approval prior to construction.
- **5.5. Canteen:** One built-up canteen is available for allotment to serve ethnic Odia and other regional cuisines, snacks, and beverages. The Licensee shall maintain the canteen in good condition and ensure continuous operation during museum working hours and special events.
- **5.6.** The Licensee shall maintain allotted premises, furniture, kitchen equipment, and dining areas in a clean, safe, and functional condition throughout the lease period, carrying out repairs and replacements as required at its own cost.
- **5.7.** The Licensee shall ensure compliance with all applicable laws and regulations, including those relating to food preparation, hygiene, labour, fire safety, and environmental norms, and shall obtain all necessary registrations, licenses, and permits (FSSAI, GST, labour, trade license, etc.) in its own name and at its own expense.
- **5.8.** The Licensee shall deploy an adequate number of trained manpower (cooks, service personnel, cleaning staff, and managerial staff) for daily operations and customer service, ensuring proper uniforms and identification as required by SIDAC.
- **5.9.** The Licensee shall use eco-friendly and biodegradable materials for serving food and beverages and shall strictly avoid any single-use plastic items in compliance with Government of Odisha notifications.
- **5.10.** A Committee of Officials from SIDAC may visit or inspect any café/canteen operated by the bidder or the licensed premises at any stage to evaluate the quality, hygiene, service standards, and compliance with the terms of the agreement.
- **5.11.** The Licensee shall bear all operational expenses including manpower costs, electricity, consumables, and statutory payments. SIDAC shall not be responsible for any financial losses or business shortfalls during the lease period.

6. Terms & Conditions for the Selected Bidder:

- **6.1** The selected bidder (hereinafter referred to as "Licensee") shall execute a **License Agreement** with SIDAC on a Non-Judicial Stamp Paper of appropriate value within the stipulated time from the issue of Letter of Award (LoA).
- **6.2.** The Licensee shall abide by all terms and conditions stipulated in this RFP and the License Agreement, and by any subsequent instructions, modifications or conditions issued by SIDAC from time to time in the interest of public service, safety, and administration.
- **6.3. Ownership of Premises:** SIDAC shall remain the absolute owner and licensor of the allotted premises. The Licensee shall have only a limited right to use the premises for the approved purpose during the lease period.

- **6.4.** The Licensee shall restrict all activities strictly within the allotted premises and shall not use the area for any purpose other than that specified in the agreement.
- **6.5. Electricity Charges:** Electricity shall be borne by the Licensee as per actual consumption based on separate meter readings. Monthly payment shall be made directly to SIDAC or to the concerned utility, as directed.
- **6.6.** Any additional electrical installations or equipment connections required for business operation shall be undertaken by the Licensee at its own cost, with prior approval from SIDAC.
- **6.7.** Any signage, décor, or flex/banner installations must receive prior written permission from SIDAC and shall comply with museum aesthetics and branding guidelines.
- **6.8.** No permanent construction shall be permitted within the licensed premises. Any temporary structure required (for Café-2 and Café-3) must be of approved design and material (MS framework, non-brick, non-cement) and removable without damage to property.
- **6.9. Eco-friendly Operations:** As OCM–Kala Bhoomi is a designated **plastic-free zone**, only eco-friendly, biodegradable materials shall be used for serving food and beverages. Use of banned single-use plastics is strictly prohibited.
- **6.10.** Tea/coffee shall be served only in kulhads (earthen cups), paper, or approved biodegradable cups. Only paper/bamboo straws and paper carry bags are permissible.
- **6.11.** The Licensee shall maintain cleanliness and hygiene in the kitchen, dining, and service areas through regular cleaning, sanitization, and pest control.
- **6.12.** Solid and wet waste shall be segregated and disposed of in accordance with BMC waste management norms and SIDAC's directions.
- **6.13.** Adequate fire-safety equipment (extinguishers, alarms, etc.) shall be installed as per the Fire Officer's specifications, and maintained in working condition at all times.
- **6.14.** All fabric or flex materials used inside/outside shall be treated with fire-retardant solution as per safety standards.
- **6.15.** Any damage to the premises, assets, or equipment of SIDAC caused by the Licensee or its personnel shall be recovered from the Performance Security Deposit or other dues payable.
- **6.16.** The Licensee shall indemnify and keep SIDAC harmless against any claims, damages, penalties, or liabilities arising out of the Licensee's operations, statutory violations, or accidents involving staff or visitors.
- **6.17.** The Licensee shall comply with all Food Safety and Standards Act, 2006 provisions and maintain proper food-handling practices to prevent contamination and spoilage.
- **6.18.** Adequate and trained manpower (Manager, Cooks, Service Personnel, Cleaners, etc.) shall be deployed to ensure efficient and hygienic operations.
- **6.19.** A Point of Contact (POC) shall be nominated by the Licensee, who will be responsible for daily operations, supervision, and coordination with SIDAC authorities.
- **6.20.** Deployment of manpower below 18 years of age is strictly prohibited.
- **6.21.** The Licensee shall be solely responsible for the payment of wages, EPF, ESI, and other statutory benefits to its employees as per applicable labour laws. SIDAC shall have no financial liability towards the Licensee's staff.
- **6.22.** All employees engaged must be of verified character and antecedents, supported by police verification certificates, to be produced on demand.

- **6.23.** The Licensee shall issue photo identity cards and uniforms to all deployed personnel at its own cost. SIDAC security personnel may check identity at entry/exit points.
- **6.24.** Details of all employees (name, address, contact number, ID proof) shall be furnished to SIDAC and updated in case of any change.
- **6.25.** Sub-leasing or sub-contracting of the allotted premises or operations is strictly prohibited. Any violation shall lead to immediate termination of the license and forfeiture of the performance security.
- **6.26.** SIDAC shall not be responsible for any decline in the Licensee's business or revenue due to external conditions (footfall variations, market trends, etc.). No remission or refund of license fee shall be considered on such grounds.
- **6.27.** SIDAC reserves the right to consider the Licensee for similar projects of the Handlooms, Textiles & Handicrafts Department based on satisfactory performance and mutual consent.

7. Mode of Payment:

- **7.1.** The private operator shall deposit the entire Annual License Fee in advance at the time of execution of the Lease Agreement. For subsequent years, For each subsequent year of the license period, the Licensee shall pay the revised Annual License Fee with **applicable 10% escalation** prior to extension of License Agreement for the extended period.
- **7.2.** All statutory deductions (TDS/GST) shall be applicable as per prevailing laws.
- **7.3.** Any additional charges for utilities or special events shall be paid as per actuals, on submission of bills and supporting documents.

8. Governing Law, Penalty & Dispute Resolution:

- **8.1.** On expiry or termination of the agreement, the Licensee shall hand over peaceful and vacant possession of the licensed premises along with fixtures, fittings, and assets to SIDAC in good condition. Unauthorized occupation beyond the permitted period shall attract a penalty of ₹2,000 per day, in addition to electricity and other charges, until the premises are vacated.
- **8.2.** SIDAC's decision regarding interpretation of terms, performance compliance, or any delay attributable to the Licensee shall be final and binding. SIDAC reserves the right to accept or reject any proposal or cancel the license without assigning reasons.
- **8.3.** Any dispute arising out of or related to this RFP or the subsequent agreement shall be referred to the Commissioner-cum-Secretary, Handlooms, Textiles & Handicrafts Department, Government of Odisha, whose decision shall be final and binding on all parties.
- **8.4.** The agreement shall be governed by the laws of India / Odisha, and courts at Bhubaneswar shall have exclusive jurisdiction.

9. Reserve Price for the Infrastructure:

The Reserve Annual License Fee (Reserve Price) represents the minimum annual amount payable to SIDAC by the successful bidder (Licensee) for the lease and operation of the respective facility exclusive of electricity and water charges. The following reserve prices have been fixed for each infrastructure unit based on the assessment of location, footfall, and infrastructure viability.

```
Restro Cafe-1 - Rs. 8,00,000.00 (Rupees Eight Lakh only)
Restro Cafe-2 - Rs. 4,00,000.00 (Rupees Four Lakh only)
Restro Cafe-3 - Rs. 4,00,000.00 (Rupees Four Lakh only)
Canteen - Rs. 2,00,000 (Rupees Two Lakh only)
```

The evaluated Annual License Fee (ALF) for the respective premises by the bidder must be higher than the above prescribed Annual Reserve Price.

10. Allocation of Infrastructure:

Each café/canteen facility shall be treated as an independent unit of allotment under this RFP. A bidder may apply for a **maximum of two (2) facilities** under a single proposal. Allocation shall be made facility-wise to the bidder quoting the Highest Annual License Fee (H1) above the respective Reserve Price. If a bidder emerges H1 for more than two facilities, only the two highest-value facilities shall be allotted to that bidder; the remaining facilities shall be allotted to the next highest (H2) bidders. SIDAC reserves the right to retain, withdraw, or re-advertise any facility depending on administrative or operational considerations. The successful bidder(s) shall execute separate License Agreements for each allotted facility and pay the corresponding Annual License Fee and Performance Security independently as per the norms of the RFP.

11. Performance Review of the Private Operator/s:

The performance of the selected private operator (Licensee) shall be periodically reviewed by SIDAC to ensure adherence to the terms and conditions of the License Agreement and the objectives of the work.

The review shall assess, inter alia, the following parameters:

- Timely payment of the Annual License Fee (including applicable escalation);
- Maintenance of hygiene, sanitation, and eco-friendly practices within the allotted premises;
- Compliance with approved menu, pricing, and service quality standards;
- Proper upkeep of infrastructure, furniture, and equipment; and
- Adherence to statutory, safety, and labour regulations.

The annual performance review shall form the basis for continuation of the lease for the subsequent year. SIDAC reserves the right to issue warnings, impose penalties, or terminate the agreement in case of persistent deficiencies, unsatisfactory performance, or violation of agreement terms.

SECTION: 4

TECHNICAL PROPOSAL SUBMISSION FORMS

TECH -1

COVERING LETTER (BIDDER LETTER HEAD)

[Location, Date]

To

Member Secretary, State Institute for Development of Arts & Crafts, Handicrafts Complex, Gandamunda Khandagiri, Bhubaneswar

Subject: SELECTION OF PRIVATE OPERATOR FOR LEASING AND OPERATION OF RESTRO CAFE 1/RESTRO CAFE 2/RESTRO CAFE 3/CANTEEN OF ODISHA CRAFTS MUSEUM AT KALA BHOOMI, BHUBANESWAR. [TECHNICAL PROPOSAL]

Dear Sir, I, the undersigned, offer to provide the services for the proposed work in respect to your Request for Proposal No. , Dated: . I hereby submitting the proposal which includes this technical proposal sealed under a separate envelope. Our proposal will be valid for acceptance up to 120 Days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date. All the information and statements made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations. I have examined all the information as provided in your Request for Proposal (RFP) and offer to participate in the selection process and to undertake the service in accordance with the prescribed terms and conditions of the RFP Document. In case, any provisions of this RFP/ ToR including of our technical & financial proposal is found to be deviated, then your department shall have rights to reject our proposal absolutely. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf. I understand you are not bound to accept any proposal you receive. Yours faithfully, Authorized Signatory with Date and Seal: Name and Designation: Address of Bidder: ____

TECH -2 General Details of Bidder

SI No.	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel: Fax: Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No.: Email id:	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in Bhubaneswar If Yes, Please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount: DD No.: Date: Name of the Issuing Bank:	
7	EMD Details Amount: DD No.: Date: Name of the Issuing Bank:	
8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out assignments as per the scope of work of the RFP	YES
11	Willing to accept all the terms and conditions as specified in the RFP	YES
ı		

Authorized Signatory [In full and initials]:	
Name and Designation with Date and Seal:	

TECH -3 Financial Details of Bidder

	Financial In	formation in INR		
Details	FY 2021-22	FY 2022 -23	FY 2023 -24	Average
Financial Turnover from similar business Only (In Lakh				

Supporting Documents:

Audited certified financial statements for the last five FYs (2021-22, 2022-23 and 2023-24) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with the Technical Proposal)

Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.

Signature and Seal of the Auditor with Date and Seal (In original)
Name of the Audit Firm:
Unique Document Identification Number (UDIN):
ICAI Membership No:
Address with Contact Details:
Authorized Signatory [In full initials with Date and Seal]:
Communication Address of the Bidder:

NB: TECH-3 to be furnished in original along with Technical Proposal.

REQUEST FOR PROPOSAL

<u>TECH – 4</u>

(On Bidder's Letter Head)

FORMAT FOR POWER OF ATTORNEY

I,, the <pre> <designation> of <name of="" organization="" the=""> in witness whereof</name></designation></pre>
certify that <name of="" person=""> is authorized to execute the attorney on behalf of <name of<="" th=""></name></name>
Organization>, < Designation of the person> of the organization acting for and on behalf of the
organization under the authority conferred by the Date <date of="" reference=""> has signed this</date>
Power of attorney at <place> on this day of <day><month>, <year>.</year></month></day></place>
The signatures of <name of="" person=""> in whose favour authority is being made under the</name>
attorney given below are hereby certified.
Name of the Authorized Representative:
(Circulture of the Authorized Bourseautotics with Data)
(Signature of the Authorized Representative with Date)
CERTIFIED:
Signature, Name & Designation of person executing attorney with Seal:
Address of the Bidder:

TECH - 5

DECLARATION REGARDING PREPARATION OF FOOD ITEMS

ON BIDDER'S LETTER HEAD

I/We, [Name of Bidder/Agency], hereby declare that we have read and understood all applicable laws and regulations governing the preparation and sale of food, beverages, and refreshments, including the provisions of the Food Safety and Standards Act, 2006, and undertake to comply with the same in full during the operation of the Restro Café(s)/Canteen at Odisha Crafts Museum – Kala Bhoomi, Bhubaneswar.

We further confirm that all necessary registrations, licenses, and permissions shall be obtained and maintained valid for the entire duration of the license period, and that SIDAC shall not be held responsible for any non-compliance or legal action arising therefrom.

Authorized Signatory [In full initials with Date	and Seal]:
Communication Address of the Bidder:	
Date:	
Place:	

<u>TECH - 6</u>

Form for self-declaration of not being blacklisted

(To be submitted on Bidder's Letter Head)

In response to the RFP No, Dated:
Name of the Assignment:
I/We hereby declare and solemnly swear that our Company / firm is not been banned blacklisted as on date by any competent court of Law, forum or any State Government of Central Government or their agencies or by any statutory entities or any PSUs.
AND, if at any stage the declaration/statement on oath is found to be false in part or otherwise then without prejudice to any other action that may be taken, I/We, hereby agree to be treate as a disqualified Bidder for the on-going tender process. In addition to the disqualification the proposal, our concern/entity may be banned / blacklisted.
AND, that I/We shall have no right whatsoever, to claim for consideration of our bid at an stage and the RFP, if any to the extent accepted may be cancelled.
Authorized Signatory:
Name and Designation with Date and Seal:

<u>TECH - 7</u>

BIDDER'S ORGANISATION (Brief Profile)

[Provide here a brief description regarding professional background of the organisation]
Authorized Signatory [<i>In full and initials</i>]:
Name and Designation with Date and Seal:
[NB: Bidder needs to restrict the above information within 3 pages only]

REQUEST FOR PROPOSAL

<u>TECH - 8</u>

Bidder's Experience

(List of assignment of similar nature in any sector during last 3 FYs)

SI. No.	Period	Name of the Assignment with details	Name of the Client		Date of Award / Commencement of assignment		Remarks if any
Α	В	С	D	E	F	G	Н
1							
2			_				_

Authorized Signatory [In full and initials]:	
Name and Title of Signatory with date and seal	

NB:

> Copies of Work Order / Contract Document / Completion Certificate for the respective assignments need to be furnished along with the technical proposal.

<u>TECH - 9</u>

DESCRIPTION OF APPROACH, METHODOLOGY TO UNDERTAKE THE ASSIGNMENT

A. <u>Understanding of Scope and Objectives of the assignment</u>
B. <u>Description of Approach/Methodology:</u>
C. <u>Management Plan:</u>
D. Staff Deployment Strategy:
Authorized Signatory [In full and initials]:
NR: Ridders are requested to furnish the above information limiting it up to 5 pages only

SECTION: 5

FINANCIAL PROPOSAL SUBMISSION FORMS

FIN-1

COVERING LETTER

(In Bidder's Letter Head)

[Location, Date]

To

Member Secretary, State Institute for Development of Arts & Crafts, Handicrafts Complex, Gandamunda Khandagiri, Bhubaneswar

Subject: SELECTION OF PRIVATE OPERATOR FOR LEASING AND OPERATION OF RESTRO CAFE 1/RESTRO CAFE 2/RESTRO CAFE 3/CANTEEN OF ODISHA CRAFTS MUSEUM AT KALA BHOOMI, BHUBANESWAR. [FINANCIAL PROPOSAL]

Sir

I, the undersigned, having gone through the Request for Proposal (RFP) and its terms and conditions, hereby submit my Financial Proposal for the above assignment.

We undertake that, in the event of our selection, we shall deposit the prescribed Performance Security (5% of the quoted ALF) for the quoted premise/s and execute the License Agreement with SIDAC within the stipulated time.

We confirm that our Financial Proposal shall remain valid for a period of 120 (one hundred twenty) days from the last date of submission of bids and shall be binding upon us subject to modifications arising out of mutual agreement during the contract finalization stage.

We have carefully read and understood all the terms and conditions of the RFP and agree to abide by the same.

FIN-2

FINANCIAL PROPOSAL

Infrastructure wise Quoted Annual License Fee

Serial No.	Particulars of the Premise/s	Proposed Annual License Fee (In INR) (In Figure)	Proposed Annual License Fee (In INR) (In Words)
1			
2			

- ➤ Bidder shall submit the financial proposal as per the prescribed format given above in both figures and words, and signed by the Bidder's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. Any conditional offer will be outrightly rejected.
- The bidder may quote for a **maximum of two (2) facilities** only.
- The quoted Annual License Fee (ALF) must be above the corresponding Reserve Price.
- Fee (H1) quoted for each facility.
- All amounts quoted above are exclusive of applicable taxes (GST, etc.) electricity, and other utility charges.
- > Taxes will be paid by the Client as per the applicable rate under GST Act from time to time.

Authorized Signatory [In full and initials]:

Name and Designation of Signatory with Date and Seal:

Address of the Bidder:

SECTION - 6

ANNEXURES

<u>Annexure – I</u> <u>BID SUBMISSION CHECK LIST</u>

SI. No.	Description	Submitted (Yes/No)	Page No.
TECH	INICAL PROPOSAL (ORIGINAL +1 COPY)		
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH -1)		
3	Bid Processing Fee of Rs. 2,000/- in form of DD		
4	EMD of as applicable as per the terms and		
	conditions of the RFP in the form of DD		
5	Copy of Certificate of Incorporation / Registration of the Bidder		
6	Copy of PAN		
7	Copy of Goods registration certificate along with a copy of the GST Return (GSTR-1) for the last financial year		
8	Copies of IT Returns for the last 3 assessment years of 2021-22, 2022-23 and 2023-24		
9	General Details of the Bidder (TECH - 2)		
10	Financial details of the bidder (TECH - 3) along		
	with all the supportive documents such as copies		
	of Profit – Loss Statement and Balance Sheet for		
	the concerned period		
11	Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder.		
12	Self-Declaration regarding complying to the laws		
	and regulations relating to preparation and sale		
	of food stuffs (TECH -5) along with copies of valid		
	FSAAI and Trade License Certificate.		
13	Undertaking for not have been black-listed by any		
	Central / State Govt./any Autonomous bodies		
	during in the recent past (TECH-6)		
14	Duly Filled in Technical Forms along with required documents (TECH 7 to TECH 9)		
FINA	NCIAL PROPOSAL (ORIGINAL + 1 COPY)		
1	Covering Letter (FIN-1)		
2	Summary of Financial Proposal (FIN-2)		

Undertaking:

- All the information have been submitted as per the prescribed format and procedure.
- Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.
- All pages of the proposal have been sealed and signed by the authorized representative.

Authorized Signatory [In full and initials]:	
Name and Designation with Date and Seal: _	

FORMAT FOR SUBMISSION OF PRE-BID QUERY

The bidders will have to ensure that their queries in soft copy with covering letter should addressed to the "Member Secretary, SIDAC" through email at www.odishacraftsmuseum.odisha.gov.in latest by

26.11.2025 as per the prescribed format mentioned below.

SI. No.	Page Number / Section of RFP Document	Current Provision / RFP Text	Query from the Bidder
1.			
2.			
3.			
4.			
5.			
6.			

Authorized Signatory [In full and initials]:	
Name and Designation with Date and Seal: _	

[Any deviation to the above prescribed format will not be taken into consideration for clarification. The Client shall not responsible for ensuring that the bidders' queries have been received by them. Any request for clarification post submission date and time as per the Bidder Data Sheet of the RFP shall not be entertained by the Client. The purpose of pre proposal clarification is to provide the bidders with information regarding the RFP terms and conditions, selection process and terms of reference for the assignment. The Client will endeavor to provide timely response to the queries by uploading the same in its website. No individual responses to be provided and its responsibility of the bidder to acknowledge the clarification from the reliable sources prior to preparation of its proposal. However, the client makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been submitted by the bidders.]

PERFORMANCE BANK GUARANTEE FORMAT

<u></u>
Member Secretary,
SIDAC
WHEREAS
AND WHEREAS it has been stipulated by(Name of the Client) in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;
AND WHEREAS we have agreed to give the supplier such a bank guarantee;
NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the private operator, up to a total of
We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the consultant shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.
This performance bank guarantee shall be valid until the <u>DD/MM/YYYY</u>
Our branch at Bhubaneswar (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Bhubaneswar branch a written claim or demand and received by us at our .Bhubaneswar branch on or before Dtotherwise bank shall be discharged of all liabilities under this guarantee thereafter.
(Signature of the authorized officer of the Bank) Name and designation of the officer
Seal, name & address of the Bank & Branch

STANDARD OPERATING PROCEDURE (SoP)

For Operation and Maintenance of Restro Cafes and Canteen at Odisha Crafts Museum – Kala Bhoomi, Bhubaneswar

1. Objective

To ensure uniform operational standards, hygiene, safety, and service quality across all cafés and the canteen within the Odisha Crafts Museum – Kala Bhoomi premises, while maintaining the cultural and aesthetic ambience of the site and complying with all regulatory and environmental norms.

2. Applicability

This SoP shall apply to all selected Private Operators (Licensees) responsible for managing and operating the allotted Restro Cafe-1, Restro Cafe-2, Restro Cafe-3, and/or Canteen at Kala Bhoomi, Bhubaneswar, under a license agreement with SIDAC.

3. **Operating Hours**

- The canteen shall remain open during Museum working hours (currently 10:00 AM to 5:30 PM) and during special events as instructed by SIDAC.
- The cafes shall remain open during hours (currently 10:00 AM to 8:00 PM) and during special events as instructed by SIDAC
- Changes in timing may be allowed with prior written approval of SIDAC.
- Service to staff and visitors shall be ensured throughout operating hours without interruption.

4. Food Quality and Hygiene

- Food shall be prepared in clean, hygienic conditions, ensuring compliance with FSSAI standards and the Food Safety and Standards Act, 2006.
- Cooking oil, ingredients, and raw materials shall be of standard branded quality, with expiry dates duly checked.
- Stale or leftover food shall not be re-used under any circumstances.
- Periodic sampling or inspection may be conducted by SIDAC or authorized agencies.
- The Licensee shall maintain:
 - > Daily cleaning logbook for kitchen and dining area.
 - > Temperature and storage registers (for perishable items).
 - > Pest control and disinfection records.

5. Eco-Friendly and Sustainable Practices

- The cafe/canteen shall strictly comply with the plastic-free policy of Kala Bhoomi.
- Only biodegradable or compostable plates, cups, straws, and packaging materials shall be used.
- Use of *kulhad* (earthen pots)/paper cups, paper/bamboo straws, and paper carry bags is mandatory.
- Waste shall be segregated at source (wet/dry) and disposed of as per BMC Waste Management Guidelines.

REQUEST FOR PROPOSAL

Energy-efficient lighting and equipment should be used wherever possible.

6. Staffing and Behavioural Standards

- Adequate staff including Manager, Cook(s), Service Staff, and Cleaner(s) shall be deployed daily.
- All staff must wear uniforms and ID cards issued by the operator.
- Staff must maintain polite behaviour, personal hygiene, and discipline within the museum premises.
- Employment of persons below 18 years of age / engagement of Child Labour is strictly prohibited.
- Police verification of all staff shall be ensured before engagement.

7. Safety and Security

- Adequate fire extinguishers and first aid kits must be installed and maintained.
- Gas cylinders, stoves, and electrical equipment must meet safety norms and be inspected regularly.
- Fire retardant solutions shall be applied to any flex or fabric décor materials.
- Emergency exits shall be kept unobstructed at all times.

8. Infrastructure and Maintenance

- The Licensee shall maintain the allotted premises, furniture, fixtures, and fittings in good condition.
- Any structural modification, repair, or temporary construction must have prior written approval from SIDAC.
- Temporary MS structures for Cafe-2 and Cafe-3 shall be aesthetically designed, removable, and non-permanent.
- Regular housekeeping and maintenance of kitchen, dining, and surrounding areas shall be ensured.

9. Menu, Pricing, and Display

- The proposed menu and price list must be approved by SIDAC before commencement of operations.
- Food prices shall be reasonable and visitor-friendly.
- Prominent display of approved menu, prices, GST registration, and FSSAI license shall be mandatory.
- Inclusion of Odia cuisine and traditional snacks is encouraged.

10. Monitoring and Reporting

- SIDAC may conduct surprise inspections to verify hygiene, service, and compliance.
- The operator shall maintain:
 - > Daily sales and operations register.
 - > Customer feedback registers.
 - Monthly report on maintenance and manpower.
- Any non-compliance observed during inspection shall be recorded and rectified within 3 days.

11. Financial Compliance

- The Licensee shall pay the Annual License Fee (ALF) as per the terms of the agreement.
- Monthly electricity and utility charges shall be paid based on actual meter readings.
- Delayed payments shall attract penalty as per the RFP terms.

12. Performance Review

- Performance shall be reviewed annually based on:
 - > Hygiene and safety compliance;
 - Service quality and customer satisfaction;
 - > Timely payments and adherence to eco-friendly practices;
 - > Maintenance of premises and staff discipline.
- Unsatisfactory performance may lead to termination as per the agreement.

13. Prohibited Activities

- Sub-leasing or outsourcing of the cafe/canteen operations.
- Sale of alcohol, tobacco, or any prohibited item.
- Use of museum branding without approval.
- Any form of loud music, littering, or nuisance-causing activity.

14. Compliance and Penalties

- Violation of any clause in this SoP shall attract penalties as defined under *Governing Law* and *Penalty Clause* of the RFP.
- Persistent non-compliance may result in termination of the license and forfeiture of the Performance Security.

15. Acknowledgment

The Licensee shall sign and submit an Acknowledgment of Compliance with this SoP at the time of agreement execution.