

REQUEST FOR PROPOSAL
For Leasing of Food Court & Kiosks
At
BDA CITY CENTRE LTD., BHUBANESWAR

BDA City Centre Ltd.
BDA City Centre, Unit 4, Madhusudan Nagar, Bhubaneswar, Odisha -751012

Disclaimer

The information contained in this Request for Proposal ("RFP") document provided to the Bidder(s), by or on behalf of BDA City Centre Ltd. (BCCL) or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for BCCL, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. BCCL, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

BCCL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document or modify it by uploading the same in the website i.e. www.bda.gov.in.

Data Sheet

S. N.	Description	
1	Method of Selection proposal required	Highest financial proposal (H1)
2	Date of publication of proposal	01.03.2020
3	Last date and time of Submission of proposal (Proposal Due Date)	15.03.2020 up-to 4:00 P.M.
4	Opening of Technical proposal	17.03.2020
5	Earnest Money Deposit	Rs. 15,000/- in shape of a Demand Draft in favour of the “BDA”, on any scheduled commercial bank, payable at “Bhubaneswar”
6	Validity of proposal	180 days from due date of submission of proposal.
7	Name and Address where queries/correspondence concerning this Request for proposal is to be sent	Member Finance, BDA Bhubaneswar Development Authority Bhubaneswar Odisha fmbdabbsr@gmail.com Tel. No.- 0674-2392473
8	Address where Bidders must submit proposal	Secretary, Bhubaneswar Bhubaneswar Development Authority Aakash Shova Building, Sachivalaya Marg Bhubaneswar Odisha
9	Detailed RFP is available in BDA website	bda.gov.in

SECTION 1

INVITATION TO SUBMIT PROPOSALS AND INSTRUCTION TO BIDDERS

1. INTRODUCTION

- 1.1. The amusement park was established in 1999, in an area of 24.128 acre in the area of Madhusudan Nagar. The park is being operated and maintained by M/s. BDA City Centre Ltd., a Joint Sector Company, jointly promoted by BDA, NICCO park & M/S Sun tech City Pvt Ltd..
- 1.2. BDA City Centre Ltd. (BCCL) (Client) intends to License the food courts / kiosks situated within BDA City Centre, Bhubaneswar. The details are as follows-

i. Food Court

S. N.	Room Specification	Sizes	Minimum Reserve Price per Month
1	Kitchen	196 Sft.,	Rs. 40,000/- Per Month
2	Room 1	123.5 Sft.	
3	Room 2	123.5 Sft.	
4	Room 3	123.5 Sft.	
5	Room 4	123.5 Sft.,	
6	Hall	144 Sft.	
7	Front Area	1450 Sft.	
	Total	2284 Sft	

ii. Kiosks

S. N.	Room Specification	Sizes	Minimum Reserve Price per Month
1	Room - 1	80 Sft.	Rs. 5000/-
2	Room -2	46 Sft.	Rs. 5000/-
3	Room-3	66 Sft.	Rs. 5000/-
4	Room -4	56 Sft.	Rs. 5000/-
5	Roome-5	88 Sft.	Rs. 5000/-

2. INVITATION TO SUBMIT PROPOSALS

Client invites sealed proposals in prescribed formats from eligible Bidders (“Bidders”) for leasing of the Food court & Kiosks.

3. MINIMUM ELIGIBILITY CRITERIA

The Bidders, participating in the bid shall be a single Business Entities and shall fulfill the following minimum eligibility conditions:

- 3.1. The bidder should be Legal entity mean a single propriety firm/ a registered partnership firm / a company registered in India under the Companies Act / NGO registered under society/LLP.
- 3.2. The bidder should have at least 2 years of experience in operation, maintenance and management of a restaurant / food court / kiosks in India. (An affidavit of the above mentioned experience shall be enclosed)
- 3.3. The average annual turnover in last three (3) financial years of the bidder should be at least **INR 10 lakhs** (Indian Rupees Ten lakhs).
- 3.4. Municipal License & Food License under Food Safety and Standards Authority of India should be taken.

Note:

- (i) Self-declaration in form of affidavit shall be submitted by the bidders towards the extent / type of services being provided. If any part of such self-declaration is found to be false, the bidder shall be rejected or the agreement shall be terminated, if such findings are known after the execution of the agreement
 - (ii) Any and all such bids shall be rejected in the event of non-submission of any of the above documents in the manner it is stated above.
- 3.5. Any bidder, which has earlier been barred by the Client, Government of Odisha (GoO), or any other state government in India (SG) or Government of India (GoI), or any of the agencies of GoO/SG/GoI from participating in its projects and the bar subsists as on the Proposal Due Date, shall not be eligible to submit a Proposal.

4. EARNEST MONEY DEPOSIT (EMD)

- 4.1. Proposal should necessarily be accompanied by an Earnest Money Deposit for an amount of Rs.15,000 /- (Rs. Fifteen thousand only) in the form of a Demand Draft in favour of the “**BDA**”, on any scheduled bank, payable at “**Bhubaneswar**”.
- 4.2. EMD shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of execution of License Agreement with Successful Bidder. EMD submitted by the Successful Bidder shall be adjusted towards the performance security and retained by Client.
- 4.3. EMD / Performance Security shall be forfeited in the following cases:
- i. EMD shall be forfeited
 - a) if a Bidder withdraws its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof; and
 - b) if any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
 - c) if the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice; and
 - d) if the successful Bidder fails to execute the License Agreement within the stipulated time or any extension thereof provided by Client.
 - ii. Security Deposit shall be forfeited
 - a) if the selected agency is unable to perform its obligation under the RFP & License Agreement.
 - b) if the selected agency fails to comply any terms and conditions of the RFP & License Agreement

5. FRAUD AND CORRUPTION

Client requires bidders to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, the Client:

- 5.1. defines, for the purposes of this provision, the terms set forth below as follows:
 - (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the bidder selection process or in contract execution;
 - (b) “fraudulent practice” means a representation or omission of facts in order to influence a selection process or the execution of a contract;
 - (c) “collusive practices” means a scheme or arrangement between two or more bidders, designed to influence the action of any party in License agreement.
 - (d) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a bidder selection process, or affect the execution of a contract; and
- 5.2. Client will reject a proposal for award if it determines that the bidder recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;

6. PREPARATION OF THE PROPOSAL

- 6.1. The proposal shall be in English language. The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by bidders themselves. Any such corrections, interlineations or overwriting must be initialed by the person(s) who had signed the proposal. The authorized representative of the bidder shall initial all pages of the original hard copy of the key submissions, Technical and Financial proposal.
 - a. Bidder’s proposal (the proposal) shall consist of one (1) envelopes - Containing 2

inner envelope with in its. (Inner envelope for Part-1 i.e. Description of Bidder & Inner envelope for Part-2 i.e. Financial Proposal)

- b. The bidder shall submit original document in the inner envelope-1.

Part 1: “Description of bidders” The following documents shall be submitted –

- a) Covering letter in Form **TECH-1**
- b) A brief description of the organization supported by a certified copy of registration of the Firm and details of contact person in Form **TECH-2**.
- c) Work / project experience Form **TECH-3**.
- d) Average Annual Turnover Form **TECH-4**.
- e) List of under takings Form **TECH-5**.

Part 2: “Financial Proposal”

- a) The Financial proposal must be submitted in hard copy using Form **FIN - 1**
Bidders shall use only Indian currency.

The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder’s own risk.

It shall be deemed that prior to the submission of the Proposal, the Bidder has:

- a. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
- b. received all such relevant information as it has requested from Client; and
- c. made a complete and careful examination of the various aspects of the Project.

Client shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

7. SUBMISSION , RECEIPT AND OPENING OF PROPOSALS

- 7.1. Proposals must be delivered at the indicated addresses on or before the time and date stated in this RFP, or any new date extended by Client.

SECTION 2

8. EVALUATION, AWARD AND SIGNING OF AGREEMENT

- 8.1. From the time the proposals are opened till the time the contract is awarded, the bidder should not contact Client on any matter related to its Technical and/or Financial proposal. Any effort by a bidder to influence in examination, evaluation, ranking of proposals or recommendation for award of contract may result in rejection of the bidder's proposal.
- 8.2. No request for alteration, modification, substitution or withdrawal shall be entertained by Client in respect of proposals already submitted by the bidder.
- 8.3. Prior to evaluation of proposals, Client will determine whether each proposal is responsive to the requirements of the RFP by opening the Envelop-1. A proposal shall be considered responsive only if:
 - a. It is received by the proposal Due Date including any extension thereof;
 - b. It is accompanied by the EMD in accordance with the RFP document;
 - c. It is signed, sealed, bound and marked as stipulated in this RFP document;
 - d. It contains all the information (complete in all respects) as requested in the RFP;
 - e. It does not contain any condition or qualification;
- 8.4. The bidder shall not sub-lease the whole or any portion of the food court / kiosk or permit any other party to occupy or conduct business on any portion of the food court / kiosk in any circumstances.
- 8.5. Client reserves the right to reject any proposal which is non responsive.
- 8.6. Client shall evaluate the responsive proposals on the basis of the evaluation criteria specified hereunder.
- 8.7. Bidder eligible after evaluation of technical proposal shall be eligible for opening of financial proposal.

9. OPENING AND EVALUATION OF FINANCIAL PROPOSALS

9.1. Evaluation of Financial proposals

9.1.1. Financial proposals will be checked for adherence with the prescribed format. It would be checked whether all financial proposals are above the minimum reserved price excluding tax for monthly License rent.

9.1.2. The financial proposals which are below the amount of minimum reserved price shall be rejected.

9.1.3. The highest financial proposal proposed by the bidder shall be declared as first ranked bidder, second for the next to that and so forth

9.2. The event of acceptance of the Proposal of the Preferred Bidder with or without negotiations, Client shall declare the Preferred Bidder as the Successful Bidder. Client will notify the Successful Bidder through a Letter of Acceptance (LoA) that its Proposal has been accepted.

9.3. The Successful Bidder(s) shall execute the License Agreement within one week of the issue of LoA or within such further time as Client may agree to in its sole discretion. License Agreement shall be signed after receipt of monthly Fee for the first month in advance by BCCL and the security deposit in the manner prescribed herein.

9.4. Failure of the Successful Bidder to execute the contract agreement within specified period shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD.

9.5. The bidder shall be required to furnish a Security deposit on or before signing of License agreement of an amount of equivalent to six months License rent proposed by the selected bidder, in the form of Fixed Deposit Receipt (FDR) in favor of BCCL, issued by one of the Scheduled Banks in India in favour of the Client, operable in Bhubaneswar, and if invoked, be encashable at any branch of Bhubaneswar.

- 9.6. Failure of lessee to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of contract and forfeiture of earnest money / security deposit.
- 9.7. Notwithstanding anything contained in this RFP, Client reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.
- 9.8. The lessee shall have to apply for electricity meter and connection at its own cost.
- 9.9. The lessee shall have to furnish manage, operate, maintain its food court / kiosks at its own cost.
- 9.10. The lessee shall have to start operating its food court / kiosk commercially **within 1 months** from the date of signing of License agreement, failing which the agreement shall stand terminated, unless BCCL grants any extension.
- 9.11. The lessee shall procure and maintain requisite insurance for its food court / kiosk at its own cost.
- 9.12. The lessee shall not store/ sell any illegal/ prohibited products/ items.
- 9.13. The lessee shall operate the food court / kiosk as per applicable laws.
- 9.14. In the event of failure by the lessee in adhering one or more mandatory requirements by the applicable laws, RFP & its corrigendum if any, letter of award and the License agreement, the License agreement may be terminated after providing lessee to represent its case.
- 9.15. The lessee / operator will be responsible to always keep the food court / kiosk including the surroundings very neat, clean, and maintain hygiene as per the standard guidelines and applicable law. In case it is found that food court / kiosk is serving stale food or using stale raw material for preparing food or selling stale, expired, substandard items, or the hygiene is not maintained in the kitchen and the serving area penalty of **Rs.1000/- per instance**

shall be charged. In case of any dispute, the decision of BDA shall be final and binding.

10. CONTRACT COMMENCEMENT DATE

The contract shall commence from the date of signing of License agreement. However, bidder under the License Agreement shall commence from the date of signing of License Agreement.

11. DESTRUCTION OR DAMAGE

The bidder shall be liable for any damage caused to the exterior or interior of the food court / Kiosks. If the food court / kiosk are totally or partially destroyed or damaged, the client shall have the right to cancel this Agreement, or the costs of such repair shall be borne by the bidder.

12. JURISDICTION

All disputes arising shall be subject to the jurisdiction of the appropriate court at Bhubaneswar, Orissa and will be governed by the laws of Orissa and India, as the case may be.

DRAFT AGREEMENT

This License Agreement (the “**Agreement**”), is executed at [•] on this [•] day of [•] 20[•],
BETWEEN

The BDA City Centre Ltd., Bhubaneswar (hereinafter referred to as “**BCCL**” which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors, permitted assigns) as party of the First Part;

AND

M/s, Company incorporated under Companies Act, Partnership..... / Proprietor (hereinafter referred to as “**Licensee**” which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its such defined affiliates as set forth herein this Agreement, successors, permitted assigns and affiliates of Licensee) as party of the Other Part;

"BCCL" and "Licensee" shall hereinafter be collectively referred to as 'Parties'.

WHERE AS: BCCL has decided to License out the Food Courts / Kiosks at BDA City Centre, Bhubaneswar.

BCCL, pursuant to RFP dated, floated a Bid for selection of agency for leasing of the Food Court / Kiosks at BDA City Centre.

On the basis of the evaluation of the various bids received by BCCL, including the bid response by the Licensee, BCCL has selected the ‘Preferred Bidder’ on the basis of the commercial and technical evaluation;

In terms of the Bid, the submissions of the Licensee and such other subsequent discussions between the Parties, the Parties hereby agree to confirm the license arrangement on such terms and conditions as set forth herein, after regarding the requirements of the Bid as the sacrosanct basis for the arrangement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND UNDERSTANDINGS HEREIN SHARED BETWEEN THE PARTIES, THE PARTIES, HEREBY AGREE AS FOLLOWS:

1. ARTICLE 1 SCOPE OF THE ARRANGEMENT

- 1.1** The parties agree that the scope of services shall be principally to set up the Food Court / Kiosks operate, and manage from the commencement date of operations which is agreed by the parties to be (Commencement Date).
- 1.2** This Agreement confirms and establishes that the scope of the arrangement between the parties shall be governed by the provisions of **Annexure I** (scope of services to be rendered by the Licensee).

2. ARTICLE 2 COMMENCEMENT OF OPERATION UNDER THE LICENSE

The Licensee hereby undertakes that Licensee shall be bound to comply with all submissions, commitments & representations made in response to the Bid unless agreed otherwise in this Agreement.

3. ARTICLE 3 TENURE OF THE AGREEMENT

- 3.1.** The Tenure of the Agreement will commence on the Commencement Date which has been agreed by the parties as six (6) months and subject to the provisions of Article 3.2. 8 and Article 13 herein below, respectively, shall continue until a period of One (1) years from the Commencement Date and, if not terminated/ expired, will be renewed on the mutually agreed terms.

3.2. Tenure and Renewal of License

The tenure of License shall be initially for a period of 1(one) year with a provision of further renewal for period(s) of 6(six) months on satisfactory performance and payment of all dues and arrears and Renewal will not be a matter of right. The licensee must apply for renewal minimum 1(one) month in advance before the expiry of the contract. No Dues Certificate from the concerned authority must be attached along with the application for renewal.

4. ARTICLE 4 FINANCIAL TERMS AND CONDITIONS

4.1. Collection of Revenue by the Licensee

The Licensee is authorized to collect revenues (inclusive of tax) on issue of invoice directly from customers in consideration of having rendered goods / services.

4.2. License Fee

- a. The monthly License Fee, is Rs.(hereinafter "License Fee).
- b. The monthly License Fee shall be payable in advance for each month of the license, seven (07) days prior to the commencement of next month of the license.
- c. License fee will be reassessed and revised at the time of each renewal subject to a minimum of 5% increase over year to year to be compounded yearly .
- d. The licensee will be required to pay all the charges as per the contract agreement and all statutory duties/charges/levies, etc. would also be borne by the licensee as and when due.
- e. The licensee shall have to pay BCCL for electricity bill @ Rs. ____/ units of actual electricity consumed.
- f. The licensee shall have to apply for water meter and connection at its own cost and shall pay for the actual consumption.

4.3. Failure/ Delay in deposit of License Fee

Without prejudice to any other right that may be available to BCCL in this Agreement or otherwise, any delay in payment of License Fee shall attract interest @ 20 % per annum calculated for the number of days of default. BCCL reserves the right to terminate the license, in case the licensee fails to make payment within three months of the due date.

4.4. Payment of taxes

The Licensee shall have to pay applicable G.S.T. and Rs. 2/- per Sqft. maintenance charge over and above the license fee to the licensor along with the license fee.

Licensee, thus, agrees that all taxes payable on account of the grant of license including applicable taxes etc. shall be borne by the Licensee exclusively and that the BCCL shall not be responsible towards the same at any time during the term. Furthermore, in the event that any new tax is imposed or an existing tax enhanced under a governing law

upon the services/ deliverables of the Licensee, the liability of payment of Tax to the Government agency shall be also borne by the Licensee exclusively.

4.5. Mode of Payment

Any payment payable by the Licensee to BCCL under this Agreement shall be paid through demand draft or banker's cheque made in Bhubaneswar. In favour of "BDA City Centre Ltd.", Payable at "Bhubaneswar".

4.6. Recovery of outstanding dues

Notwithstanding anything contained in this Agreement, the BCCL shall be at liberty to receive any payments /outstanding dues including penalties against the Licensee from the Security Deposit provided by the Licensee after which BCCL shall communicate to the Licensee of such deductions. In such an event, the Licensee shall be obligated to ensure that the Security Deposit is restored to its original value within seven (7) working days from such deduction failing which the same shall be deemed as material breach by the Licensee and entitle the BCCL to terminate this Agreement.

5. ARTICLE 5 SECURITY DEPOSIT

- 5.1. As mentioned elsewhere in this Agreement, the Licensee shall furnish to BCCL (in the manner and form acceptable to BCCL) a Security Deposit for an amount equal to **three month's license fee** 15 (fifteen) days prior to the Commencement of License.
- 5.2. Security Deposit shall be paid in the form of Fixed Deposit Receipt (FDR) in favour of BDA City Centre Ltd. valid for the Term of the Agreement and a period extending 6 months beyond the Term of the Agreement. BCCL agrees to discharge the Security Deposit within 90 days from the expiry of the aforementioned period after deduction/settlement of outstanding dues against the Licensee.
- 5.3. Notwithstanding anything mentioned in this Agreement, upon any default or breach of obligations by the Licensee under the Agreement, BCCL may at its sole discretion draw upon the Security Deposit to satisfy its claims against the Licensee by imposition of Penalties or otherwise, irrespective of any other remedy under this Agreement.

6. ARTICLE 6 RIGHTS AND OBLIGATION OF THE LICENSEE

6.1. General

- a) The Licensee hereby agrees to fulfill all technical and commercial requirements set forth in the Bid as well as all the commitments made in its response to the Bid and this agreement.
- b) Without prejudice to the aforesaid, it is represented by the Licensee that all services will be performed in a professional manner by its personnel and that the said performance by Licensee shall be in accordance with the desired performance levels as described in the RFP document or as per direction of BCCL.
- c) The Licensee warrants that during the Terms of this Agreement, the Licensee shall at all times be responsible for ensuring that the services should undertaken with utmost care and diligence.
- d) The Licensee also hereby assures BCCL of the quality, suitability and the warranties of all the food and related services under the Agreement, over and above the desired performance levels assured. The Licensee represents and warrants that the principle liability for the quality, suitability and warranties for catering service shall be of the Licensee and that all products will be in conformity with the requirements of the law as well as those stipulated by BCCL from time to time. The Licensee hereby covenants that no exception to the liability, guarantee & assurance of the Licensee shall apply with regard to food and the services thereof as prescribed in this agreement.

6.2. Certificates/Permissions

The Licensee shall obtain necessary certificates/permissions required by law such as food license, test reports for various food items, etc. or as required as per the local regulations from the competent authorities / applicable act. In case of any offense or failure to obtain the necessary certificates/ permissions, the Licensee will be solely responsible for its penalty and consequences.

6.3. Display of menu and tariff, etc.

The Licensee shall exhibit menu, tariff and list of food items to be sold in the Food Court / kiosk. The Licensee shall also ensure that printed menu cards should always be available at the Food Court / kiosk and provided to the passengers on demand.

6.4. Sale of items with the BCCL prior approval

The Licensee shall not sell any unlawful items. If sale of unauthorized items is detected in contravention to approved items, BCCL may seize such items and the unauthorized seized items shall be disposed off as per policy of the BCCL in addition to any penalty to be imposed for such contravention. The items / services rendered should not be priced more than the indicated maximum retail price.

6.5. Compliance of Food Adulteration Act and other statutory laws

- (a) The Licensee shall be responsible for compliance with applicable laws such as Prevention of Food Adulteration Act, 1954 or any other amendments thereto.
- (b) The Licensee shall be responsible for compliance with applicable laws such as taxes, provident fund, labour laws or any other applicable laws.
- (c) BCCL shall not be responsible for compliance of any laws applicable with respect to carrying out the catering activity by the licensee relating to catering, tax, its employees or any other related matter. The licensee shall be solely responsible for following all the laws applicable in this regard. In case of any harm to BCCL, it shall be indemnified by the licensee.

6.6. Maintenance of proper hygiene, cleanliness, etc.

The Licensee shall be responsible for ensuring the quality and quantity, maintaining proper hygiene and cleanliness while handling raw materials, preparation, packaging, supply, service, etc. of food/ meals in accordance with the parameters specified herein and in the bid documents. Licensee shall abide by the instructions issued by the BCCL from time to time in this regard.

6.7. No unlawful/ illegal activity

The Licensee and/or its staff shall not carry on any unlawful, immoral or illegal activity in the Food Court / Kiosks and/or at the station(s). It is clarified that if the Licensee suffers any loss or damage on account of the Licensee being restrained by the BCCL or any other competent authority for indulging in illegal activities or any contravention of any law, the Licensee shall not be entitled to any compensation whatsoever.

6.8. Provision of suggestion/ complaint book

The Licensee shall keep a suggestion/complaint book at a conspicuous place where the passengers can register their suggestions/complaints without any difficulty.

6.9. No use of plastic material

The Licensee shall, in rendering catering services, not use plastic material but eco-friendly/ biodegradable packaging material for supply of food items, good quality glasses/ paper cups for serving tea/coffee, etc.

6.10. Collection of garbage

Licensee shall be responsible for availability/provision of adequate number of garbage bins at appropriate places. Licensee shall also ensure to place bio-degradable bags in garbage bins for easy disposal and proper handling. These should be cleaned outside the production area. Licensee shall avoid use of metallic dustbins, which become rusted over a period of time. Segregation of waste should be done as bio-degradable and bio non-degradable. Licensee shall be responsible for disposing the garbage suitably at the designated location outside the station/maintenance area. All garbage bins must be labeled, cleaned and sanitized regularly.

All instructions in regard to disposal of garbage issued by concerned departments are to be adhered to by licensees.

6.11. Issue of proper bills, etc.

The Licensee shall issue proper bill(s)/ receipts(s) against the sale of food items/ beverages to the customers of the Food Court / Kiosks.

6.12. **Ban on sale of products**

The Licensee shall not sell/ distribute tobacco products, wine, beer or any other alcoholic drink or any other item prohibited by law on the Food Court / Kiosks. Further, the Licensee shall not use beef/ pork in any form in any food items served to customers.

6.13. **Food articles not to be kept on floor, etc.**

The Licensee shall ensure that the catering staff shall not keep any food article on the floor and maintain proper hygiene.

6.14. **Provision of equipment**

The Licensee will arrange his own equipment for satisfactory provisions of services.

6.15. **Damage to BCCL Property**

The Licensee shall be responsible for any damage caused to BCCL property provided arising due to the acts of omission or commission of the staff of the Licensee.

6.16. **Handing over of Premises on expiration/termination of the Agreement**

Upon expiration or termination of this Agreement the Licensee shall immediately vacate the Food Court / Kiosks and shall deliver the vacant possession of the Food Court / Kiosks to the BCCL along with the fixtures and fittings therein in good condition. In default, the BCCL shall be entitled to enter and take possession of the Food Court / kiosk and to lock up the same or remove the furniture or other articles of the Licensee that may be lying there and to dispose of the same by sale or otherwise without being liable, for any damages, and all expenses incurred in connection therewith, shall be deducted by the BCCL from the sale proceeds or from the Security Deposit or outstanding dues of the Licensee.

6.17. **Compliance of Instructions**

The Licensee shall comply with any other instructions issued by the BCCL from time to time as may be necessary to ensure better services.

6.18. The licensee shall provide EPF & ESIC registration and establishment code.

7. Right to resume the possession of Food Court / Kiosks

BCCL reserves the right to resume the possessions of the Food Court / Kiosks if required for the purpose of serving people at large.

8. ARTICLE 9 PERFORMANCE LEVEL GUARANTEE COMPLIANCE

- 8.1. The Licensee hereby undertakes and represents that it shall adhere to the Scope of Work as determined in RFP and the desired performance levels as determined in the RFP at all time during the Term of the Agreement.
- 8.2. The Licensee undertakes and agrees that in the event that the desired performance levels are not complied with, then BCCL has the right to impose service level penalties (Penalties) on the Licensee as also set forth in this agreement.
- 8.3. Without prejudice to the generality of the above Article 8.2, the Licensee hereby acknowledges and agrees that the right for the imposition of Penalties by BCCL is irrevocable and undisputed & that the Licensee shall not have any right whatsoever to pre-empt BCCL from claiming Penalties automatically as and when there are performance level defaults by the Licensee.

9. ARTICLE 10 THIRD PARTY CONTRACTORS AND PROHIBITION OF SUB-LETTING

- 9.1. The Licensee shall not sublet, transfer or assign this Agreement or any part thereof. However, the BCCL appreciate that for a license of this nature, the Licensee may have to take services of various suppliers of materials, goods etc. The Licensee may appoint such third party contractors for supply of goods and materials, whose details should be disclosed to the BCCL. It is agreed by the parties that no other appointment of third parties by the Licensee shall be permitted.
- 9.2. For the purposes of this Agreement, the prohibition of sub-letting, transfer or assignment shall be deemed to include but not limited to the following:
 - (a) The Licensee shall not delegate or sub-delegate the performance of any of the services under the license except as permitted in this Agreement.

- (b) The Licensee shall not sublet, transfer, assign or allow any entity, personnel or corporation the benefits of this Agreement.
- 9.3. If third parties are appointed pursuant to Article 9.1 under this Agreement, then the Licensee shall at all times remain principally liable towards the BCCL and that there shall be no exception to their liability under this Agreement. The Licensee will also remain at the sole point of contact regarding all the services during the Term of this Agreement.
- 9.4. If the BCCL at any point of time expresses any concerns to the Licensee regarding any third party sub-contractor (appointed under Article 9.1), then the Licensee will comply with the requirements of the BCCL forthwith; which may include the direction by the BCCL to remove the said sub-contractor, etc.

10. ARTICLE 14 INSURANCE & INDEMNITIES

- 10.1. During the Term of this Agreement, the Licensee will obtain and maintain at its own expense, adequate insurance with regards all its obligations under this Agreement including insurance for workers compensation, life insurance, health insurance, accident & risk insurance, etc. for employees including the catering staff of the Licensee. The Licensee hereby agrees and confirms that BCCL shall not be responsible in any manner whatsoever towards claims of the personnel, employees, directors, etc. of the Licensee.
- 10.2. The Licensee agrees to indemnify, hold harmless and defend BCCL from any and all losses, claims, actions, damages, liabilities, costs and expenses, including attorneys' fees that may be claimed upon or incurred by BCCL due to breach or violation or non-compliance of the terms of this Agreement by the Licensee. The aforesaid indemnity granted by the Licensee can be invoked by BCCL at any time during the tenure of the Agreement and the Licensee shall comply without any delay, protest or demur.
- 10.3. The Licensee accepts liability, civil and criminal for compensation/damages in accordance with provision of Consumer Protection Act, 1986 or any statutory modification of the Act or any other law for the time being in force for action occasioned by negligence, deficiency of service, imperfect or improper performance by

the Licensee, his workmen, servants and agents. The Licensee shall indemnify the BCCL from and against all payments made under the provision of the said Act or law including all costs.

- 10.4. In case the Licensee suffers any loss on account of it being restrained by the BCCL or any competent authority for indulging in illegal activities or any contravention of law, the BCCL shall not be liable to pay any indemnification/compensation to the Licensee. BCCL shall bear no liability in case of loss/damage to the licensee's moveable/immovable property, if any, due to accidents.
- 10.5. The Licensee shall, at all times indemnify the BCCL against all claims and penalties which may be suffered by the BCCL or its employees by reason of any default on the part of the Licensee or its staff in due observance and performance of provision of:
- (a) Workmen's Compensation Act –1923
 - (b) Employment of Children's Act, 1938 and
 - (c) Any other relevant laws

11. ARTICLE 15 EVENTS OF DEFAULT/ MATERIAL BREACH

- 11.1. The following event(s) shall be deemed to be the event(s) of default or material breach on the part of the Licensee:
- (a) If the Licensee fails to start commercial operation within one (1) month from the Commencement Date as defined in Article 1.1 of the License Agreement.
 - (b) If the Licensee fails to provide satisfactory services as under the License; or
 - (c) If the Licensee fails to adhere to the desired performance levels as determined by BCCL at any time during the term of this Agreement; or
 - (d) If the BCCL receives persistent complaints against the Licensee from the passengers or otherwise; or
 - (e) If the Licensee fails to pay license fee along with interest, if any, to the BCCL on or before due dates; or
 - (f) If the Licensee engages in corrupt or fraudulent practices in execution of its services under the Agreement; or
 - (g) If the Licensee fails to provide any information/record within the prescribed time as may be demanded by the BCCL from time to time; or

- (h) If there is any failure or default at any time on the part of the Licensee to carry out the terms and provisions of this Agreement to the satisfaction of the BCCL.

12. ARTICLE 16 PENALTIES

The penalty (ies) that may be levied by the BCCL on the Licensee in any of the instances mentioned in Article 11 shall be Rs. 1000/- per instance and shall include but not limited to the following:

- (a) forfeiture/appropriation of the Security Deposit in whole or part thereof, furnished by the Licensee; and/or
- (b) To annul the license and forthwith terminate the License Agreement; and/or
- (c) Debar the Licensee from participating in the future similar contract/ license of the BCCL for a period to be determined by BCCL.

13. ARTICLE 17 TERMINATION

- 13.1. If either party to the Agreement is subject to liquidation or insolvency under the applicable law, then the other party may forthwith terminate this Agreement by issuing a notice for termination upon such confirmed events having taken place.
- 13.2. The parties agree that 'Material Breach' for the Licensee shall also mean (other than those instances set forth in this Agreement), the failure to maintain the desired performance levels' and/or the delay in achieving the Commencement Date by one (1) month from the agreed date (i.e. [•]) and/or non-payment of the license fee by the Licensee in accordance with the provisions herein contained and/or any misrepresentation or violation of the commitments set forth in this entire Agreement or in response to the Bid or the breach or non-compliance by Licensee of its fundamental obligations under this Agreement, such that the breach or non- achievement defeats the object and purpose of this Agreement.
- 13.3. BCCL shall also have, without prejudice to other rights and remedies, the right, in the event of 'Material Breach' by the Licensee of any of the terms and conditions of the contract, or due to the Licensee's inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the un-expired

period of the License at the 'risk and cost' of the Licensee or in the manner BCCL deems fit. The decision of the BCCL about the breach/ failure on the part of the Licensee shall be final and binding on the Licensee and shall not be called into question.

- 13.4. Notwithstanding the provisions of Article 13.1 above, BCCL or the Licensee may terminate this Agreement without assigning any reason to the Licensee / BCCL by giving 3 (three) months prior notice in writing to the BCCL / Licensee.
- 13.5. In the event that the Agreement is terminated by either party pursuant to Article 13.1 or by BCCL under Article 13.4, then the undisputed payments accruing to BCCL shall be due and settled in accordance with the terms of the Agreement until the effective date of termination.

14. ARTICLE 18 CANCELLATION/ WITHDRAWAL/ NON-OPERATION OF THE FOOD COURT / KIOSK AND REFUND OF LICENSE FEE

- 14.1. In the event of permanent cancellation/withdrawal/non-operation of the Food Court / Kiosks this Agreement shall be terminated without any notice or assigning any reason to the Licensee. In such an event the License Fee shall be refunded to the Licensee on pro-rata basis.
- 14.2. Except as otherwise provided in this Article, the Licensee shall not make any claim for any consequential loss of business/damages due to permanent cancellation/withdrawal by the BCCL. .

15. Force Majeure

In the event of any unforeseen event directly interfering with the operation of license arising during the currency of this Agreement; such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, accident, strike, riot, lock out, act of public enemy, acts of God, sabotage, etc., the Licensee shall, within a week from the commencement thereof, notify the same in writing to the BCCL with reasonable evidence thereof. In such event of force majeure, if mutually agreed by both parties, the tenure of this Agreement may be further extended for the period during which license was not operational.

16. Execution of the Agreement

This Agreement shall be executed/entered only with the Licensee on a non-judicial stamp paper of Rs. 100/- and all cost and expenses for registration, stamp duty, etc. thereof shall be borne by the Licensee.

IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED AND DELIVERED THIS AGREEMENT BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE EFFECTIVE DATE.

BCCL

LICENSEE

By:

By:

Title

Title

Date:

Date:

IN WITNESS OF

FORM TECH-1

Covering Letter

(On the Letterhead of the bidder)

To,

Date: _____

**The Secretary,
Bhubaneswar Development Authority,
Akash Shova Building, Sachivalaya Marg,
Bhubaneswar -01.**

Dear Sir,

Sub: SUBMISSION OF PROPOSAL FOR “LEASING OF FOOD COURT / KIOSKS”

Having examined the advertisement and RFP including guidelines for submission, scope of work etc., we hereby submit all the necessary information and relevant documents to undertake Lease of Food Court / Kiosks.

We understand that BCCL reserves the right to reject any application without assigning any reason thereof.

(Signature of Authorised Person)

With seal of firm

Date:

Enclosure-

1. EMD vide DD NO _____, Dated _____, Amounting to Rs. _____ issued by _____ bank.

DETAILS OF BIDDER

(On the Letter Head of the Bidder)

1. Details of Bidder
 - a) Name of Bidder
 - b) Address of the office(s)
 - c) Date of incorporation and/or commencement of business
 - d) Sales Tax registration details
 - e) Pan

2. Details of individual(s) who will serve as the point of contact / communication for Client with the Bidder:
 - f) Name :
 - g) Designation :
 - h) Company/Firm :
 - i) Address along with Pin code :
 - j) Telephone number :
 - k) E-mail address :
 - l) Fax number :
 - m) Mobile number :

3. Company/Firm Profile, Locational Presence in India.

Enclosure:

Notarised copy of the following shall be enclosed with this Form:

1. Certificate of Incorporation/ registration
2. Enclose copy of any certification / accreditation / affiliation
3. Self-declarations / undertakings as required by this RFP

(Signature with seal of Authorised Person of Bidder)

FORM TECH-3

Details of “similar assignments” as applicable containing following information

1.	Name of the Assignment	
2.	Name and Address of the Client <i>(with Contact Details)</i>	
3.	Nature of Assignment and broad scope of services	
4.	Number of person along with its grade deputed for the assignment	
5.	Engagement period	Start – End -

(Note: Completion certificate/Work Order of the Client for each project is to be attached)

Signature of Authorised Person
(with Seal of Firm)

FORM TECH-4**ANNUAL TURN OVER IN LAST THREE FINANCIAL YEARS**

Financial Year	Turn Over of the Firm (Rs. in Lacs)
2018-19	
2017-18	
2016-17	
Average Turnover	Rs. _____ (Indian Rupees _____)

Note:

1. The Audited Financial Statement should be submitted by the bidder
2. The Turn Over should be certified by the Statutory Auditor/Chartered Accountant, stating its membership number. Turn Over not certified by Statutory Auditor/Chartered Accountant shall not be considered for evaluation

Signature of Authorised Person
(with Seal of Firm)

LIST OF UNDERTAKINGS

Submission of Undertaking by the Bidder on the following: (all document in the form of an affidavit)

- a) Never blacklisted, terminated by any client in India
- b) The bidder shall not sub-lease the food court / kiosk or any part of it.
- c) An affidavit setting no pending criminal cases with police and judiciary.
- d) Other undertakings as required under this RFP

Undertakings shall be prepared by the bidder in its letter head and shall be notarised

Submission of above undertakings is mandatory

FORM FIN-I

Format for Financial Proposal
(On the letterhead of the Bidder)
(To be placed in separate envelope)

To,

Date: _____

**The Secretary,
 Bhubaneswar Development Authority,
 AkashShova Building, Sachivalaya Marg,
 Bhubaneswar -01.**

Sub: SUBMISSION OF FINANCIAL PROPOSAL FOR “RFP FOR LEASING OF FOOD COURT / KIOSKS”

Dear Sir,

Having gone through the RFP and draft License Agreement and having fully agreed upon the terms and conditions set out herein. We are pleased to quote the following lump sum amount for the License fee to be paid to the BDA City Centre Ltd. on monthly basis -

S. N.	Room Specification	Sizes	Minimum Reserve Price per Month	Quoted Amount (Rs / Per month) (Excluding taxes)
Food Court				
1	Kitchen	196 Sft.,	Rs. 40,000/- Per Month	Rs. (In words)
	Room 1	123.5 Sft.		
	Room 2	123.5 Sft.		
	Room 3	123.5 Sft.		
	Room 4	123.5 Sft.,		
	Hall	144 Sft.		
	Front Area	1450 Sft.		
	Total	2284 Sft		
Kiosk				
1	Room - 1	80 Sft.	Rs. 5000/-	Rs. (In words)
2	Room -2	46 Sft.	Rs. 5000/-	Rs. (In words)
3	Room-3	66 Sft.	Rs. 5000/-	Rs. (In words)
4	Room -4	56 Sft.	Rs. 5000/-	Rs. (In words)
5	Roome-5	88 Sft.	Rs. 5000/-	Rs. (In words)

We confirm that the rate quoted above are exclusive of all applicable taxes, cess and levies. We also understand in the event of mismatch of the financial proposal stated in figure and words, the amount indicated in words shall prevail. I also undertake to deposit all such type of taxes along with the monthly rent.

We confirm that our price proposal shall remain valid for a period of 180 days from the due date of submission of bids.

We understand that In the event our proposal are lower than the minimum reserved price, our proposal shall berejected.

Yours faithfully,

(Signature of the Authorised signatory)

Date:

Place: