



Bhubaneswar Municipal Corporation

Notice/RFP No. 110
FileNo:XXXIVGS43/25

Dt: 01/01/2025

REQUEST FOR PROPOSAL FOR
EMPANELMENT OF AGENCIES FOR PROVIDING FOOD SERVICES, INCLUDING
REFRESHMENTS, TIFFIN PACKETS, BREAKFAST, LUNCH (VEG/NON-VEG), AND STARTERS
FOR VARIOUS EVENTS AND DAY-TO-DAY MEETINGS OF THE BHUBANESWAR MUNICIPAL
CORPORATION (BMC)

Bhubaneswar Municipal Corporation (BMC) invites proposals from **reputed and experienced agencies** for Empanelment of Agencies for Providing Food Services such as Refreshments, Tiffin Packets, Breakfast, Lunch (Veg/Non-Veg), and Starters for Various Events of Bhubaneswar Municipal Corporation (BMC) *Meetings, and Functions* organized by BMC from time to time within its jurisdiction. Interested agencies fulfilling the eligibility criteria may participate in this tender and submit their proposals. The detailed **Request for Proposal (RFP)** document containing terms and conditions, eligibility criteria, scope of work, and submission formats can be downloaded from the BMC website: www.bmc.gov.in from **11:00 AM of 03.01.2026 to 04:00 PM of 19.01.2026**.

The **last date of receipt of technical and financial bids is 19.01.2026 up to 04:00 PM**, and the **bids will be opened on the same day at 05:00 PM** in the presence of the bidders or their authorized representatives. A **Pre-Bid Meeting** will be held on **08.01.2026 at 04:00 PM** in the **Conference Hall of BMC Office**, Bhubaneswar. Bids shall be submitted through registered/speed post or courier service at the address mentioned in the RFP. Please refer the RFP documents for further details. Further details, including any **addendum/corrigendum/cancellation notice**, shall be available only on the **BMC website (www.bmc.gov.in)**.

BMC reserves the right to **cancel this invitation** and/or issue a **fresh RFP** with or without amendments, without any liability or obligation and without assigning any reason thereof. BMC also reserves the right to **accept or reject any or all proposals** without assigning any reason whatsoever.

Sd/-

Deputy Commissioner (Store & Procurement)
Bhubaneswar Municipal Corporation

Memo No. 111 / Dt. 01/01/2025

Copy forwarded to the Director, Information & Public Relation Deptt. Odisha, Bhubaneswar/**Asst. Commissioner (PR & Communication), BMC** with a request to get it published in One English Newspaper in addition to One leading Oriya Daily Newspapers on or before **03/01/2026** for wide circulation. The enclosed complimentary copy of the Newspapers connecting to the tender Call Notice may be sent to this office for reference & record. The cost of Advertisement will be borne by our office.

Sd/-

Deputy Commissioner (Store & Procurement)
Bhubaneswar Municipal Corporation

Memo No. 112 / Dt. 01/01/2025

Copy submitted to PA to Hon'ble Mayor / PA to Commissioner for kind information of Hon'ble Mayor and Commissioner, BMC.

Sd/-
Deputy Commissioner (Store & Procurement)
Bhubaneswar Municipal Corporation

Memo No. 113 / Dt. 01/01/2025

Copy submitted to PA to Additional Commissioner-I, ADC-II, ADC-III, / PA to Chief Finance Officer/ for kind information of ADC-I, ADC-II, ADC-III, and CFO.

Sd/-
Deputy Commissioner (Store & Procurement))
Bhubaneswar Municipal Corporation

Memo No. 114 / Dt. 01/01/2025

Copy to DC (IT),BMC for information and requested to upload in the BMC website.

Sd/-
Deputy Commissioner (Store & Procurement)
Bhubaneswar Municipal Corporation

Memo No. 115 / Dt. 01/01/2025

Copy to ZDC (North),ZDC (SW) ZDC (SE),BMC for information.

Sd/-
Deputy Commissioner (Store & Procurement)
Bhubaneswar Municipal Corporation

Memo No. 116 / Dt. 01/01/2025

Copy to Deputy Commissioner (Welfare) and Chief Medical Officer for kind information.

Sd/-
Deputy Commissioner (Store & Procurement)
Bhubaneswar Municipal Corporation

Memo No. 117 / Dt. 01/01/2025

Copy to Office Notice Board for Publication.

Sd/-
Deputy Commissioner (Store & Procurement)
Bhubaneswar Municipal Corporation

RFP No.- 110
FileNo:XXXIVGS43/25

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**REQUEST FOR PROPOSAL
FOR
EMPANELMENT OF AGENCIES FOR PROVIDING FOOD SERVICES, INCLUDING
REFRESHMENTS, TIFFIN PACKETS, BREAKFAST, LUNCH (VEG/NON-VEG), AND
STARTERS FOR VARIOUS EVENTS AND DAY-TO-DAY MEETINGS OF THE
BHUBANESWAR MUNICIPAL CORPORATION (BMC)**

BHUBANESWAR MUNICIPAL CORPORATION

ICOMC Tower, Unit-IX
Janpath, Bhubaneswar
Website- bmc.gov.in

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in

this RFP.

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

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the selected Agency, as the case maybe, to provide the Services and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

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RFP for Empanelment of Agencies for providing food services, including Refreshments, Tiffin Packets, Breakfast, Lunch (Veg/Non-Veg), and Starters for various events and day-to-day meetings of the Bhubaneswar Municipal Corporation (BMC)

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DATA SHEET

SI.No	Particulars	Details
1.	Name of the Authority	Additional Commissioner Bhubaneswar Municipal Corporation (BMC), ICOMC Tower, Unit-9, Janpath, Bhubaneswar- 751022, Odisha
2.	Method of Selection	The empanelment of agencies shall be carried out on a Least Cost (L1) basis
3.	Mode	Offline Mode
4.	Proposal Validity	180 Days
5.	Publication of RFP	03/01/2026, 11:00 AM
6.	Deadline for Submission of Pre-Proposal / Pre-Bid Queries	Pre-bid queries shall be sent by 07/01/2026 by 6 PM to procurement@bmc.gov.in
7.	Pre-bid meeting	The pre-bid meeting shall be held on 08/01/2026 at 04:00 PM at Conference Hall, 4 th Floor, Bhubaneswar Municipal Corporation (BMC), ICOMC Tower, Unit-9, Janpath, Bhubaneswar- 751022, Odisha
8.	Last date & time for submission of RFP document	19/01/2026 Up to 4:00 PM Bids shall be submitted through registered/speed post or courier service only (no drop box facility available) at the address mentioned below: Deputy Commissioner (Procurement), 3 rd Floor Bhubaneswar Municipal Corporation ICOMC Tower, Unit-9, Bhubaneswar-751022
9.	Date of opening of Technical Proposal	19/01/2026 at 5:00 PM
10.	Date of opening of Financial Proposal	To be intimated later
11.	Bid Processing Fee (Non-Refundable)	Rs. 7,080/- (Rupees Seven Thousand and Eighty Only)-including GST) in form of Demand Draft in favour of "Commissioner, Bhubaneswar Municipal Corporation payable at Bhubaneswar
12.	Earnest Money Deposit (EMD)	Rs.75,000 (Rupees Seventy-Five Thousand only) /- in the form of BG/DD in favour of Commissioner, Bhubaneswar Municipal Corporation payable at Bhubaneswar

RFP for Empanelment of Agencies for providing food services, including Refreshments, Tiffin Packets, Breakfast, Lunch (Veg/Non-Veg), and Starters for various events and day-to-day meetings of the Bhubaneswar Municipal Corporation (BMC)

13.	Performance Bank Guarantee (PBG)	10 % of the contract agreement amount
14.	Contact Person	Senior Assistant (9439257673) Bhubaneswar Municipal Corporation
15.	Place of Opening of Proposal:	Venue: Conference Hall, Bhubaneswar Municipal Corporation, ICOMC Tower, Unit-9, Janpath, Bhubaneswar- 751022, Odisha,

1. RFP can be downloaded from : www.bmc.gov.in
2. Subsequent corrigendum, if required, shall appear in this website or BMC website

ABBREVIATIONS:

BMC	Bhubaneswar Municipal Corporation
EMD	Earnest Money Deposit
FY	Financial Year
GST	Goods and Services Tax
PAN	Permanent Account Number
GSTIN	GST Identification Number
JV	Joint Venture
LOA	Letter of Award
RFP	Request for Proposal

SECTION: 1

LETTER OF INVITATION

LETTER OF INVITATION

Name of the Assignment: Empanelment of Agencies for providing food services, including Refreshments, Tiffin Packets, Breakfast, Lunch (Veg/Non-Veg), and Starters for various events and day-to-day meetings of the Bhubaneswar Municipal Corporation (BMC)

1. Bhubaneswar Municipal Corporation (BMC), (the “**Authority**”) invites proposal from reputed agencies for providing for Empanelment of Agencies for providing food services, including Refreshments, Tiffin Packets, Breakfast, Lunch (Veg/Non-Veg), and Starters for various events and day-to-day meetings of the Bhubaneswar Municipal Corporation (BMC).
2. The **empanelment of agencies shall be carried out on a Least Cost (L1) basis** among the technically qualified bidders. The agency quoting the **lowest evaluated price (L1)** shall be ranked first and considered for empanelment. However, **Bhubaneswar Municipal Corporation (BMC)**, at its discretion, may also **empanel additional agencies** such as **L2, L3, L4**, etc., based on their evaluated prices. In such cases, the **L2, L3, L4** agencies shall be **offered empanelment subject to their acceptance to match the L1 rates** for the respective items/categories. During execution, if the **L1 agency** is unable to provide services due to non-availability or any other valid reason, BMC may, at its sole discretion, **allocate the work to L2/L3/L4 empanelled agencies** at the **L1-approved rate**, as per requirement and approval of the competent authority.
3. This tender is invited by **Bhubaneswar Municipal Corporation (BMC)** through an **offline tendering process**. The proposal must be submitted **in physical form (hard copy)** as specified in this tender document. The detailed **address for submission** and the **procedure to be followed** are provided in the relevant section of this RFP.
4. The proposal should be submitted in two parts as follows:
 - Part 1: Technical Proposal
 - Part 2: Financial Proposal

Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.

5. Method of Selection and Empanelment Process:

Stage 1 – Preliminary Evaluation:

All proposals will be initially examined to determine whether the requisite documents and information, as specified in Point 1 of the RFP, have been properly furnished by the bidder. Only those bids that meet all the prescribed requirements will be considered responsive.

Stage 2 – Technical Presentation:

Responsive bidders shall make a technical presentation before the designated committee. The presentation should include the following:

- Approach and methodology plan
- Hygiene and food safety measures
- Previous experience and track record
- Company background and credentials
- Any other relevant information as required

Stage 3 – Financial Evaluation:

The financial proposals of agencies whose bids are found responsive in Stage 1 and Stage 2 will be opened. The financial proposal must be submitted in physical/offline mode as specified in the RFP. Proposals submitted in any other form shall be summarily rejected.

Ranking and Empanelment:

- I. Empanelment of agencies shall be carried out on a Least Cost (L1) basis among technically qualified bidders. The agency quoting the lowest evaluated price (L1) shall be ranked first and considered for empanelment.
- II. Bhubaneswar Municipal Corporation (BMC), at its discretion, may also empanel additional agencies such as **L2, L3, L4**, etc., based on their evaluated prices.
- III. L2, L3, L4 agencies shall be offered empanelment **subject to their acceptance to match the L1 rates** for the respective items/categories.
- IV. During execution, if the L1 agency is unable to provide services due to non-availability or any other valid reason, BMC may, at its sole discretion, **allocate the work to L2/L3/L4 empanelled agencies at the L1-approved rates**, as per requirement and approval of the competent authority.

The decision of BMC regarding evaluation, empanelment, and allocation of work shall be **final and binding on all bidders**.

6. The proposal, complete in all respect as specified in the RFP Document, must be accompanied with **non-refundable tender fee of Rs. 7,080/- (Rupees Seven Thousand and Eighty only, inclusive of GST)**, payable in the form of **Demand Draft (DD)** drawn in favor of “**Commissioner, Bhubaneswar Municipal Corporation**”, payable at Bhubaneswar and a **Bid Security / Earnest Money Deposit (EMD) of Rs. 75,000/- (Rupees Seventy-Five Thousand only)**, payable in the form of **Bank Guarantee (BG) or Demand Draft (DD)** in favor of “**Commissioner, Bhubaneswar Municipal Corporation**”, payable at Bhubaneswar, as prescribed in the RFP. Proposals **not accompanied by the required tender fee and EMD** shall be **summarily rejected**.
7. The last date and time for submission of proposal, date of opening of technical proposal as mentioned in the Bidder Data Sheet.
8. This RFP includes following sections:
 - a) Letter of Invitation [**Section – 1**]
 - b) Information to the Bidder [**Section – 2**]
 - c) Terms of Reference [**Section – 3**]
 - d) Technical Proposal Submission Forms [**Section – 4**]
 - e) Financial Proposal [**Section –5**]

f) Bid Submission Checklist [**Section –6**]

9. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Authority's knowledge, the Authority holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Authority reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Sd/-

**Deputy Commissioner (Store & Procurement)
On behalf of Commissioner
Bhubaneswar Municipal Corporation**

SECTION: 2

INSTRUCTION TO BIDDERS

1. Pre-Qualification Criteria:

Prior to the evaluation of the Qualification Proposals, each Bidder's Eligibility Proposal will be assessed based on the following Eligibility Criteria (**Eligibility Criteria**). Each Bidder is required to provide copies of the following supporting documents/information as part of its Eligibility Proposal failing which the Proposal will be rejected.

SI No.	Description	Supporting Document
1	The bidder shall be a legal entity , such as a Private Limited Company, Partnership Firm, Proprietorship Firm, Catering/Food Service Agency, Hotel, or Restaurant , and must possess valid registration documents as proof of legal status. (Copies of Incorporation/Registration certificate to be enclosed).	Documentary evidence shall have to be submitted along with the Proposal.
2	The bidder must have a valid FSSAI License.	Documentary evidence shall have to be submitted along with the Proposal.
2	The Bidder must have successfully completed a minimum of two (02) similar assignments during the last five (05) financial years (up to the last date of submission of bid), having a cumulative value of not less than INR 25.00 Lakhs (Rupees Twenty-Five Lakhs only) , wherein the bidder must have supplied food for value of atleast INR 10 lakhs in a single year. For the purpose of this clause, " <i>cumulative value</i> " shall mean the total value of all such eligible assignments executed by the Bidder during the said period, which may comprise two (2) or more assignments . The Bidder shall furnish copies of work orders, completion certificates, or any other documentary proof in support of the above. ("Similar Assignment" shall mean supplying food services such as Lunch, Dinner, Refreshments, or Canteen Services in any Government Department, Government Institution/Hostels, or Public Sector Undertaking (PSU) . Note: In case the Bidder is operating or managing a canteen within any Government Department, Government Institution, or	Copy of Work orders/Agreement along with the completion certificate/CA Certificate as per Form TECH-5 .

RFP for Empanelment of Agencies for providing food services, including Refreshments, Tiffin Packets, Breakfast, Lunch (Veg/Non-Veg), and Starters for various events and day-to-day meetings of the Bhubaneswar Municipal Corporation (BMC)

	PSU , the Bidder must submit relevant experience certificates or documentary evidence issued by the concerned authority in support of such engagement.	
3	The bidder should have minimum annual average turnover of Rs 40 Lakhs the last 03 (three) Financial Years i.e. FY 2022-23, FY 2023-24 and FY 2024-25 (Turnover certificate duly certified by CA and copies of ITR, Balance Sheet and Profit & Loss Account Statement to be submitted).	Statutory Auditor certificate along with Balance Sheet and Profit & Loss Statement as per Form TECH-3
4	The organisation shall be profit making in last three (03) Financial Years (FY2022-23, FY 2023-24 and FY 2024-25).	Statutory Auditor certificate along with Balance Sheet and Profit & Loss Statement as per Form TECH-3
5	The bidder must have a minimum of ten (10) personnel on its payroll, including key catering staff such as Chef, Assistant Chef, Supervisor, and Waiter/Server . The bidder shall submit valid supporting documents as proof of payroll manpower, which may include an employee list, salary disbursement records, EPF/ESI contribution statements, or any other relevant documentary evidence.	Documentary evidence shall have to be submitted such as employee list, salary records, or any relevant proof.
6	The bidder must have a fully operational kitchen in Bhubaneswar equipped with all necessary facilities and adhering to proper hygiene standards.	Supporting documents may include Trade License, Kitchen Lease/Ownership Agreement, or any other relevant certificate demonstrating compliance.
7	Bidder must not have been barred or blacklisted by the Gol, any state government, or any of its organisations from participating in any project or being awarded any contract and the bar subsists on the Proposal Due Date.	Undertaking as per Form TECH-7 on stamp paper of appropriate value.
8	A Bidder shall not have a Conflict of Interest. A Bidder shall be considered to have a Conflict of Interest if any of the conditions set out in Clause as mentioned of this RFP apply to the Bidder.	Self-Declaration from the Bidder as per Form TECH-6

Please note - For the purposes of this RFP, consortium / JV is not allowed.

1.1 Documents / Formats need to be submitted along with TECHNICAL PROPOSAL:

The bidders have to furnish the following documents duly signed in along with their Technical Proposal:

- Filled in Bid Submission Check List in Original (**Annexure-I**)

- Covering letter (TECH– 1) on Bidder's letterhead.
- Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- General Details of the Bidder (TECH – 2)
- Financial Capacity of the Bidder (TECH – 3)
- Power of Attorney (TECH – 4) in favour of the person signing the Proposal on behalf of the Bidder.
- Project Experience of the bidder (TECH – 5)
- Undertaking regarding Conflict of Interest (TECH - 6)
- Undertaking for Non-Blacklisting (TECH-7)
- PAN,GST & Incorporation Certificate
- EFP/ ESI Registration Certificate
- The bidder must have a minimum of **ten (10) personnel** on its payroll, including key catering staff such as **Chef, Assistant Chef, Supervisor, and Waiter/Server**. The bidder shall submit valid supporting documents as proof of payroll manpower, which may include an employee list, salary disbursement records, EPF/ESI contribution statements, or any other relevant documentary evidence.
- The bidder must have a **fully operational kitchen in Bhubaneswar**, equipped with all necessary facilities and adhering to proper hygiene standards.
- The bidder must possess a **valid FSSAI License**.

of required documents as listed above may lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be complete in all respect and indexed. Each page should be numbered and signed by the authorized representative.

2. Bid Processing Fee:

The proposal must be accompanied by a **non-refundable Bid Processing Fee of Rs. 7,080/- (Rupees Seven Thousand and Eighty only, inclusive of GST)**. The fee shall be submitted in the form of a **Demand Draft (DD)** drawn in favor of “**Commissioner, Bhubaneswar Municipal Corporation**”, payable at Bhubaneswar. Proposals submitted **without the Bid Processing Fee** shall be **summarily rejected**.

3. Earnest Money Deposit/ Bid Security:

The Bidder shall furnish as part of its Proposal, a **Bid Security of Rs. 75,000/- (Rupees Seventy-Five Thousand Only)** through **offline mode (Demand Draft / Bank Guarantee)** as prescribed in this RFP, failing which the bid will be rejected (the "Bid Security"). The Bid Security shall be **returnable not later than 180 days** from the Proposal Due Date. In the event that the **first ranked Bidder commences the assignment**, the second ranked Bidder, whose proposal has been kept in reserve, shall be returned forthwith, but in no case later than 180 days.

In case a successful bidder is announced:

- The Bid Security of all **unsuccessful bidders** shall be returned.

- The Bid Security of the **successful bidder** shall continue to be effective until the successful bidder furnishes the **Performance Bank Guarantee** as per the provisions of this RFP.

The Bid Security shall be **forfeited** if:

- a) The successful bidder **fails to sign the Agreement** for any reason, or
- b) The bidder **withdraws the tender during the validity period** of the tender.

during the validity period of tender.

4. Validity of the Proposal:

Proposals shall remain valid for a period of 180 (One hundred and eighty) days from the date of opening of the technical proposal. The Authority 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.

5. Pre -bid Queries/ Pre-bid Meeting:

- a) Bidders are allowed to submit their queries in respect of the RFP and other details if any to BMC through e-mail to procurement@bmc.gov.in till the timeline as per Bidder Data Sheet. Clarifications to the above will be uploaded on the BMC Website.
- b) The pre-bid meeting shall be held as per schedule mentioned in the bidder data sheet.
- c) If any information about the subject site is required by the prospective bidder prior to 3 (three) days from the last date of bid submission, the same can be obtained from:
Deputy Commissioner (Store and Procurement)
Bhubaneswar Municipal Corporation (BMC),
ICOMC Tower, Unit-9, Janpath,
Bhubaneswar- 751022, Odisha,
- d) BMC reserves the right not to offer clarifications on any issue or if it perceives that the clarifications can only be made at a later stage, it can do so at a later date.
- e) No extension of any deadline will be granted on the basis or grounds that BMC have not responded to any question or not provided any clarification

6. Submission of Proposals Packing, Sealing and Marking of Proposals

- i. The bidders shall submit the hard copy of the proposal by way of speed post/ Registered post/ Courier on or before the last date and time of submission of proposal mentioned above. BMC shall not be responsible for delay in receipt of the proposal sent by post or courier. The Technical proposal shall be sealed in an outer cover clearly super scribed the subject matter as below:
- ii. The Technical Proposal must be inserted in sealed envelope, along with bidder's name and address in the left-hand corner of the envelope and super scribed in the following manner.

TECHNICAL PROPOSAL

RFP Empanelment of Agencies for providing food services, including Refreshments, Tiffin Packets, Breakfast, Lunch (Veg/Non-Veg), and Starters for various events and day-to-day meetings of the Bhubaneswar Municipal Corporation (BMC)

iii. The envelope shall be addressed to BMC, Bhubaneswar at the following address:

**Dy. Commissioner (Store & Procurement)
Bhubaneswar Municipal Corporation
ICOMC Tower, Unit-IX,
In front of Satya Nagar Kali Temple on Janpath,
Bhubaneswar- 751022, Odisha, India.**

by speed post/ registered post/ courier (**No drop box facility& hand delivery available, and submissions via FAX or email will not be considered**).

Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

The pages of each part of the bid documents/proposal shall be clearly numbered and stamped and the contents duly indexed. The proposal should not include any loose papers other than tender document cost.

iv. If the envelope is not sealed and marked as mentioned above, then BMC will assume no responsibility for the Proposals being misplaced or opened pre- maturely.

v. Telex, Cable or facsimile Proposals will be rejected

vi. The following shall be the form of various documents in the Application:

6.1 Part 1- Technical Proposal

The bidder must submit the following particulars / documents along with the Technical Proposal failing which the Proposal may be treated as non-responsive.

Part 1, the “**Technical Proposal**” should have the following documents.

- i. Filled in Bid Submission Check List in Original (**Annexure-I**)
- ii. Covering letter (TECH– 1) on Bidder’s letterhead.
- iii. Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- iv. General Details of the Bidder (TECH – 2)
- v. Financial Capacity of the Bidder (TECH – 3)
- vi. Power of Attorney (TECH – 4) in favour of the person signing the Proposal on behalf of the Bidder.
- vii. Project Experience of the bidder (TECH – 5)
- viii. Undertaking regarding Conflict of Interest (TECH - 6)
- ix. Undertaking for Non-Blacklisting (TECH-7)
- x. PAN,GST & Incorporation Certificate
- xi. EFP/ ESI Registration Certificate
- xii. The bidder must have a **minimum of 10 personnel on its payroll**, with supporting documents such as employee list, salary records, or any other relevant proof.
- xiii. The bidder must have a **fully operational kitchen in Bhubaneswar**, equipped with all necessary facilities and adhering to proper hygiene standards.
- xiv. The bidder must possess a **valid FSSAI License**.

xv. Certificate of Incorporation, Copy of PAN & GST Registration.

xvi. RFP Document duly signed by Bidder's Authorized Signatory.

6.2 Part 2- Financial Proposal: The **Financial Proposal** shall be prepared and submitted strictly in accordance with the format provided in **TECH-8** of this RFP.

The Financial Proposal must be **sealed separately** in **Envelope 2** and clearly marked as **“Financial Proposal – RFP for Empanelment of Agencies for Providing food services, including Refreshments , Tiffin Packets, Breakfast Lunch (Veg/Nonveg), and starters for various events and day-to-day meetings of the Bhubaneswar Municipal Corporation (BMC).**

Any Financial Proposal:

enclosed with the Technical Proposal (Envelope 1), or submitted unsealed, or submitted in any other form than specified, shall be **rejected outright**.

The Financial Proposal should clearly indicate the **unit rates for each item/service**, inclusive of all taxes and charges, and must be signed by the authorized representative of the bidder.

6.3 Submission of Bids:

Bids shall be submitted **only through registered post, speed post, or courier service** to the following address:

Deputy Commissioner (Store and Procurement)

Bhubaneswar Municipal Corporation
ICOMC Tower, Unit-9, Janpath
Bhubaneswar – 751022

Bids submitted by **fax, telex, telegram, email, or any other mode** shall **not be entertained** and will be **rejected outright**.

The Bidder shall submit the proposal in the following manner:

- **Envelope 1:** Technical Proposal
- **Envelope 2:** Financial Proposal

Both envelopes must be **sealed separately** and then placed in a **single main outer envelope**, which shall also be **sealed and clearly marked** with the RFP title and the name of the bidder. Any bid that is not submitted as per the above instructions, including unsealed envelopes or incorrect marking, shall be **liable for rejection**, and BMC shall **not assume any responsibility** for misplacement or premature opening of such bids.

Any deviation from the prescribed procedures, formats, or conditions shall result in outright rejection of the proposal. All pages of the bid documents must be duly sealed, signed, and page-numbered by the authorized representative of the bidder, and the entire proposal must be properly spiral-bound. Submission of bids in loose or unbound form shall lead to immediate rejection at

the stage of technical bid opening. Conditional offers or bids containing any deviation from the tender terms and conditions shall also be summarily rejected without further consideration.

7. Bid Due Date

- i. The Bids in the prescribed form as mentioned above must be delivered and received at the address mentioned above on or before the scheduled date and time of submission of bid as stated in the schedule of bidding process. Bids submitted by fax transmission /e-mail shall not be accepted
- ii. Proposals received without requisite tender document cost and EMD shall be summarily rejected.
- iii. BMC may, in exceptional circumstances and its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all bidders only on its website.

8. Late Bids:

Bids received by the BMC after the specified date and time as mentioned in the schedule of bidding process shall not be eligible for consideration and shall be summarily rejected

9. Acknowledgement by the Bidder:

. It would be deemed that by submitting the proposal, the Bidder has:

- a) Made a complete and careful examination of the RFP document;
 - b) Received all relevant information requested from the BMC ;
 - c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the BMC ;
 - d) agreed to be bound by the undertakings provided by it under and in terms hereof; and
 - e) Independently verified all information received from the BMC .
- i. BMC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Selection Process, including any error or mistake therein or in any information or data given by the BMC .
 - ii. BMC shall not be liable for any mistake or error on the part of the Bidder in respect of the above

10. Opening of the proposal:

- i. Completed proposals must be **submitted on or before the time and date** specified in the Data Sheet of this RFP.
- ii. The **Technical Proposals** will be opened in the presence of bidders or their authorized representatives who wish to attend. Only proposals **received through courier, registered post, or speed post** will be considered for opening.
- iii. The **Financial Proposals** will be opened **only for those applicants who are shortlisted** based on the evaluation of Technical Proposals, in accordance with the provisions of this RFP. The **date, time, and venue** for opening of Financial Proposals will be **notified separately** to the shortlisted bidders.

- iv. BMC's decision regarding the opening and evaluation of proposals shall be **final and binding** on all bidders.

11. Evaluation of Proposal:

A three-step evaluation process will be conducted as explained below for evaluation of the proposals:

A. Preliminary Evaluation (1st Stage):

- i. BMC constituted "Tender Evaluation Committee" shall be responsible for evaluation of proposals received based on the responsiveness of the Bidder to the terms & conditions using the eligibility criteria as specified in this RFP.
 - ii. Preliminary Evaluation (1st Stage): Preliminary evaluation of the proposals will be done to determine whether the proposal comply with the prescribed eligibility condition (pre-qualification criteria as mentioned in Sl. 1, Section-2) and the requisite documents / information (as per Clause 6.1) have been properly furnished by the bidder or not. *** Bids not complying with any of the above requirement will be out rightly rejected at the discretion of the Authority's authority.**
 - iii. If any document is found to be deficient and the deficiency is historical in nature, the Committee may seek clarification from the bidder. The bidder shall submit the required clarification/documents within three (3) days from the date of issuance of the clarification notice. If the bidder fails to submit the clarification within the stipulated period, the bid shall be evaluated on its own merits based on the documents originally submitted.
 - iv. Only those bidders meeting both the following capability criteria will be "Technically Qualified" for the project
 - v. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the BMC may, in its sole discretion, seek clarifications/ information in writing from any Bidder regarding its Bid. Any clarification submitted by a Bidder with regard to its Bid that is not in response to a request by BMC shall not be considered.
 - vi. In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the BMC as incorrect or erroneous, the BMC shall reject such claim and exclude the same from evaluation. Where any information is found to be patently false or amounting to material misrepresentation, the BMC reserves the right to reject the Bid.
 - vii. After the technical evaluation is completed, BMC will notify the Bidders whose Technical Proposals meet the eligibility criteria, indicating the date, time, and location for opening of Financial Proposals. (Bidders' attendance at the opening of Financial Proposals is optional).
 - viii. Bidders are advised that qualification of Bidders will be entirely at the discretion of BMC. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
 - ix. BMC reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.
- B. **Technical Capability:** Technical evaluation will be done only for those applicants who clear the requirements set in the 'Pre-Qualification Criteria'. The Technical eligibility of the candidate shall be assessed based on the following criteria:

RFP for Empanelment of Agencies for providing food services, including Refreshments, Tiffin Packets, Breakfast, Lunch (Veg/Non-Veg), and Starters for various events and day-to-day meetings of the Bhubaneswar Municipal Corporation (BMC)

S. N.	Evaluation Criteria	Maximum Marks	Relevant Technical Form
1	Experience in Food Service / Catering <ul style="list-style-type: none"> • 3 to 5 years = 15 Marks • More than 5 years = 20 Marks 	20	TECH-5
2	Average Annual Turnover of the bidder in the last 3 Financial Years (FY 2022-23, FY 2023-24, FY 2024-25) <ul style="list-style-type: none"> • 8 Marks for meeting minimum requirement (Rs. 40 Lakhs) • Additional 1 mark for every additional Rs. 10 Lakhs turnover 	10	TECH-3
3	Past Assignments / Similar Works Experience <ul style="list-style-type: none"> • One (01) similar assignment with value \geq ₹10 Lakhs – 10 Marks • Two (02) similar assignments with cumulative value \geq ₹25 Lakhs – 25 Marks • Additional 1 Mark shall be awarded for each extra similar assignment. 	30	TECH-5
4	Staffing / Manpower <ul style="list-style-type: none"> • Minimum 10 personnel on payroll – 5 marks • Additional 1 mark for each extra person over 10 (maximum 10 marks) 	10	
5	Quality of the presentation – the presentation should contain. <ol style="list-style-type: none"> Company profile, Differentiating factors & Similar work experience = (Maximum 7.5 Marks) Approach & methodology (menu planning, delivery schedule, hygiene measures) = (Maximum 7.5 Marks) Infrastructure & manpower deployment = (Maximum 7.5 Marks) Compliance with RFP requirements = (Maximum 7.5 Marks) 	30	TECH-8
	Total	100	

In the first stage, the Technical Proposal will be evaluated based on the parameters stated above. For each Technical Proposal, the total points that can be awarded for each Bidder are 100, **and the minimum Technical Score that a Bidder requires to qualify for opening of the Financial Proposal is 70.**

- C. **FINANCIAL EVALUATION (3rd Stage):** The Financial Proposals of only those bidders who qualify the Technical Evaluation (Stage 2) shall be opened at this stage. The opening will be conducted in the presence of the bidders' authorized representatives, who must bring a proper authorization letter to attend the meeting.

- i. During the opening, the **name of the bidder** along with the **quoted financial price** will be publicly announced.
- ii. The Financial Proposal must **clearly specify**, as a separate amount, all **local taxes, duties, fees, levies, and other charges** imposed under applicable law on the Agency, sub-Agency, or their personnel (excluding nationals or permanent residents of the Government's country), unless otherwise specified in the Data Sheet.
- iii. These specified costs for taxes and levies will **not be considered in the evaluation** of the Financial Proposal.
- iv. The evaluation and announcement of financial quotes will be carried out **in accordance with the provisions of this RFP**, and the decision of BMC shall be **final and binding** on all bidders.
- v. The **Financial Proposal** must be submitted strictly in the format prescribed in this RFP.
- vi. Any **Financial Proposal that is submitted in a format other than the prescribed format**, or contains errors, omissions, inconsistencies, or alterations, shall be **outright rejected** and shall **not be considered for evaluation**.
- vii. BMC shall **not be responsible** for any consequences arising from such errors or deviations from the prescribed format, and the decision of BMC in this regard shall be **final and binding**.

12. Contract Negotiation

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. The bidder will as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and scope of work.

13. Award of Contract:

Upon completion of the contract negotiation stage, the Authority shall notify the successful bidder in writing by issuing a **Letter of Award (LOA)**. The LOA shall be issued **within seven (7) days** of finalizing negotiations. The successful bidder is required to **sign the contract within fifteen (15) days** of receiving the LOA, **subject to the submission of the Performance Bank Guarantee** as specified in this RFP. In the event of any delays, the Authority reserves the right, at its **sole discretion**, to grant **time extensions** for both the issuance of the LOA and the signing of the contract. Such extensions shall be based on the circumstances surrounding the delay and shall be **communicated in writing** to the bidder. Failure to sign the contract within the stipulated period, without prior approval or extension granted by the Authority, may result in **forfeiture of the Bid Security / EMD** and/or cancellation of the award, at the sole discretion of the Authority.

14. Performance Bank Guarantee (PBG):

The successful bidder shall submit a Performance Bank Guarantee (**PBG**) **equivalent to 10 %** of the total contract value. The PBG must be submitted before signing the contract agreement.

The PBG shall remain valid until the completion of the contractual obligations, including any warranty or defect liability periods as stipulated in the contract. The PBG will be released upon the successful

completion of all works as per the terms and conditions of the contract and after issuance of the final completion certificate by the BMC.

Failure to meet contractual obligations may result in the forfeiture of the PBG, in whole or in part, at the discretion of BMC.

15. Conflict of Interest:

Conflict of interest exists in the event of:

- (i). Conflicting assignments, typically monitoring and evaluation of the same project by the empaneled bidder;
- (ii). Agency, agencies or institutions (individuals or organizations) who have a business or family relation with the Authority 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 Authority as this would amount to their disqualification and breach of contract.
- (iv). Has participated directly or through an Associate as a consultant or advisor in the preparation of the design of or technical specifications for the Project.

16. Disclosure:

- (i). 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.
 - 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.
- (ii). 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:

- (i). Any effort by Bidder(s) to influence the Authority in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.

- (ii). 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 Authority 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 Authority 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 Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. A bidder is 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 only within Odisha.

21. Governing Law and Penalty Clause:

21.1 Governing Law:

This Agreement shall be governed by and construed in accordance with the **laws of India**. All disputes, differences, or claims arising out of or in connection with this Agreement shall be subject to the **exclusive jurisdiction of the competent courts at Bhubaneswar, Odisha**.

21.2 Penalty Clause:

In the event of any **delay, deficiency, or default** in the supply, execution, or performance of services by the Supplier **beyond the stipulated timelines**, without valid justification or **prior written approval** from the Purchaser, a **penalty shall be imposed** at the rate of **0.5% (half percent)** of the **total contract value per week of delay or part thereof**, subject to a **maximum of 10% (ten percent)** of the total contract value.

If the delay **exceeds four (4) weeks**, the Purchaser reserves the right to:

- A) Terminate the Contract in whole or in part;
- b) Forfeit the Performance Security; and
- c) Initiate other legal or administrative actions as deemed appropriate, without prejudice to any other rights or remedies available under the Agreement or applicable law.

21.3 Penalties & Deductions:

In order to ensure timely, hygienic, and quality service delivery, the following penalties shall be levied on the selected agency for non-compliance with any of the contract terms, service obligations, or quality standards as specified in this Tender Document:

I. Delay in Delivery / Service:

- a. If the agency fails to deliver or serve food as per the scheduled time mentioned in the work order, a **penalty of 10%** of the total order value for the particular event shall be imposed.
- b. Repeated delay on more than two occasions shall lead to termination of the contract, forfeiture of Performance Bank Guarantee (PBG), and blacklisting of the agency for a period of 1 (one) year.
- c. In such cases, the **work order may be assigned to the next lowest (L2) bidder, after obtaining approval of the competent authority.**

II. Substandard Quality / Complaints:

If any food item is found to be stale, unhygienic, or not conforming to the approved quality and quantity:

- a. The agency shall be required to replace the item immediately at its own cost, failing which the total bill for the event will be rejected.
- b. Additionally, a **penalty of ₹5,000 per instance** shall be levied.
- c. **Three (3) such complaints** during the contract period shall result in **forfeiture of PBG and blacklisting of the agency for a period of 1 (one) year.**
- d. The contract may also be **terminated**, and the **remaining work allotted to the L2 bidder** with approval of the competent authority.

III. Hygiene and Safety Violations:

- a. Non-compliance with hygiene norms such as staff not wearing gloves, caps, or aprons; improper sanitation in service areas; or unhygienic food handling shall attract a penalty of ₹1,000 per violation per event.
- b. Repeated violations shall result in temporary suspension of services or termination of the contract, forfeiture of PBG, and blacklisting for 1 (one) year.
- c. The work may thereafter be **transferred to the next eligible (L2) bidder**, subject to competent authority's approval.

IV. Absence of Manpower / Serving Staff:

- a. Deployment of trained manpower, servers, or kitchen staff at the venue shall attract a penalty of ₹2,000 per event.
- b. Two or more such instances may result in **termination, PBG forfeiture, and blacklisting for 1 (one) year, with work reallocation to L2** after approval of the competent authority.

V. Refusal or Failure to Execute Work Order:

In case the agency refuses to accept or fails to execute a work order without valid justification, BMC shall have the right to:

- a. Forfeit the Performance Security (PBG),
- b. Terminate the Contract without further notice,
- c. Blacklist the agency for a period of 1 (one) year, and
- d. Assign the work to the next lowest (L2) bidder, with approval from the competent authority.

VI. Recovery of Penalties:

RFP for Empanelment of Agencies for providing food services, including Refreshments, Tiffin Packets, Breakfast, Lunch (Veg/Non-Veg), and Starters for various events and day-to-day meetings of the Bhubaneswar Municipal Corporation (BMC)

- a. All penalties shall be recovered from the agency's pending bills or Performance Security deposit.
- b. If the amount exceeds the available dues, BMC reserves the right to initiate legal or financial recovery actions as per applicable law.

VII. Specific Penalty Provisions:

Sl. No.	Type of Default / Irregularity	Penalty Amount / Action
(a)	Any insect or foreign particle found in the meal	₹5,000/- per occasion
(b)	Supply of adulterated, contaminated, or unhygienic food	₹3,000/- per occasion, and the Contractor shall bear all consequences arising therefrom
(c)	Use of unclean utensils, poor personal hygiene of staff, or unsatisfactory maintenance of serving area	₹1,000/- per occasion
(d)	Serving non-branded, unauthorized, or expired items	₹1,000/- per occasion, along with immediate replacement with branded/approved items
(e)	Serving poor quality food as determined by the evaluation authority (BMC/Competent Authority)	₹2,000/- per occasion
(f)	Serving food that is not properly cooked	₹2,000/- per occasion
(g)	Shortage of food items during an event	₹500/- per occasion
(h)	Shortage or absence of required manpower	Penalty amount as determined at the discretion of the Competent Authority

RFP for Empanelment of Agencies for providing food services, including Refreshments, Tiffin Packets, Breakfast, Lunch (Veg/Non-Veg), and Starters for various events and day-to-day meetings of the Bhubaneswar Municipal Corporation (BMC)

(i)	Misbehavior, misconduct, or act of indiscipline by contractor’s personnel	Penalty amount at the discretion of the Competent Authority, including replacement of such personnel if deemed necessary
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22. Confidentiality:

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Agency of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Authority’s antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Authority, the agency or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

23. Amendment of the RFP Document:

At any time before submission of proposals, the Authority may amend the RFP by issuing an addendum either at www.bmc.gov.in only. 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 Authority may, at its discretion, extend the deadline for the submission of the proposals.

24. Number of RFPS/Single Application Eligibility:

Each applicant is eligible to submit only one application. It is imperative that applicants carefully review and consolidate all relevant information and details into a single, comprehensive application. This policy ensures fairness in the application process, allowing each applicant an equal opportunity to present their qualifications and proposals. Multiple applications from the same applicant will not be considered, and only the first received application will be evaluated.

25. Authority’s right to accept any proposal and to reject any or all proposal(s):

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

26. Copyright, Patents and Other Proprietary Rights:

BMC shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct

relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Authority's request, the Agency shall take all necessary steps to submit them to the Authority in compliance with the requirements of the contract.

27. 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 work. If a force Majeure situation arises, the Agency shall promptly notify Authority 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 Authority 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 Authority 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 15 days, if arising out of causes of Force Majeure, Authority reserve the right to cancel the contract without any obligation to compensate the Agency in any manner for whatsoever reason.

28. Settlement of Dispute:

In the case of dispute arising upon or in relation to or in connection with the contract between the Authority and the Agency, which has not been settled amicably, the same shall be resolved or settled by way of arbitration by the sole arbitrator to be appointed by Commissioner, BMC and the decision of the arbitrator shall be final & binding on both the parties. The arbitration shall be held in accordance to the provisions of Arbitration and Conciliation Act 1996 and the place of arbitration shall be only at Bhubaneswar.

29. Disqualification of Proposal:

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

- Proposal submitted without Bid Processing Fee & EMD as applicable.
- Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
- During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices.
- 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 assumptions, conditions or uncertainty.
- Bids with any conditional technical and financial offer.
- If the bidder provides any assumptions in the financial proposal or qualifies the commercial 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 signed.

- Proposal is not conforming to the requirement of the scope of the work of the assignment.
- 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, clarifications provided by the bidder), excluding 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;
 - Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices

30. Liability:

The Liability of the selected Agency under this agreement in any case shall not be beyond the amount of fees payable to the selected Agency under this agreement.

31. Indemnity:

Selected Agency shall at its expense and to the maximum extent permitted by law, will indemnify, defend and hold harmless BMC from all claims, judgements, actions or suits, proceedings, demands, liabilities, costs, losses damages and expenses arising out of or relating to (a) any negligent act or omission or intentional wrongdoing of the Selected Agency or its representatives; (b) any claim that the provision or utilisation of services or any portion thereof is not in compliance applicable laws, rules, regulations, orders of any governmental agency; (c) for injuries or damages to persons or property sustained by or claimed to have been sustained by anyone whomsoever by reason of the works undertaken by the Agency.

32. Termination:

BMC reserves the right to terminate the contract with the agency under the following circumstances:

- Failure to meet delivery deadlines.
- Non-compliance with quality standards or warranty requirements.
- Failure to provide post-delivery support and maintenance as agreed.

SECTION: 3

TERMS OF REFERENCE (TOR)

Terms of Reference (ToR)

1. Background

Bhubaneswar Municipal Corporation (BMC) is the primary urban local body responsible for the civic administration and infrastructure development of Bhubaneswar city. Established in 1948 as a Notified Area Committee, it became a Municipality in 1979 and was elevated to a Corporation in 1994. Over the years, BMC has expanded its scope and capacity to serve the growing population of Bhubaneswar through various developmental, welfare, and administrative initiatives.

To facilitate its numerous official programs, meetings, workshops, training sessions, and public events, BMC frequently requires high-quality food and catering services, including refreshments, tiffin packets, breakfast, lunch (both vegetarian and non-vegetarian), and starters. In order to ensure uniform quality, timely service, and transparency in procurement, BMC intends to **empanel reputed and experienced catering/service agencies** for providing such food and beverage services as and when required during official events and functions organized by the Corporation.

2. Vision

The vision of this empanelment is to establish a **standardized, hygienic, and efficient catering service system** within BMC that ensures timely and quality food arrangements for all official programs, meetings, and public events. Through this initiative, BMC aims to:

- Maintain consistency in quality, quantity, and presentation of food served.
- Promote hygienic food preparation and service practices.
- Encourage participation of professional, experienced, and compliant food service providers.
- Ensure cost-effectiveness through competitive and transparent selection.

3. Overview:

Bhubaneswar Municipal Corporation (BMC) intends to empanel multiple qualified and experienced agencies for providing refreshments, tiffin packets, breakfast, lunch (veg/non-veg), and starters for various official and public events organized by BMC.

The empanelled agencies will be responsible for:

- Supplying and serving food as per approved menu and quality standards.
- Ensuring hygiene, cleanliness, and safety during preparation and service.
- Providing trained and well-groomed service staff for all events.
- Maintaining punctuality and proper coordination with BMC officials during execution.

This empanelment will enable BMC to allocate catering assignments efficiently across multiple vendors based on event requirements, availability, and performance. It will also strengthen BMC's capacity to conduct large-scale official events seamlessly and with assured quality.

4. Scope of Services

4.1 General Requirements:

- I. The selected catering agency shall be responsible for providing **high-quality, hygienic, and timely food services**, including **refreshments, tiffin packets, breakfast, lunch (veg/non-veg), and starters** for various official and public events organized by Bhubaneswar Municipal Corporation (BMC).
- II. The agency shall obtain and maintain all necessary **licenses, permissions, and approvals** from the **Food and Drug Administration, Directorate of Health Services, FSSAI**, and other **competent local authorities** as required by law.
- III. The agency must possess valid registration under Municipal Corporation, Bhubaneswar, along with a valid Food License under the Food Safety & Standards Act, 2006 (FSSA Act 34 of 2006), preferably as a Food Manufacturer under Rule 4 of the said Act.
- IV. The agency shall ensure full compliance with statutory provisions such as the Employees Provident Fund Act, ESI Act, Child Labour (Prohibition & Regulation) Act, and other applicable labour and municipal laws during the contract period.
- V. No further discussion/interface will be entertained with bidders whose bids are rejected, disqualified, or technically non-responsive.

4.2 Food Supply and Service Requirements:

- I. The agency shall provide freshly cooked and hygienic food, strictly adhering to the approved menu, quantity, and quality standards specified by BMC.
- II. All items must be prepared in the agency's own kitchen (located within Bhubaneswar), as on-site cooking is prohibited at BMC premises or event venues.
- III. Only freshly cooked food shall be served; reuse, reheating, or serving of stale food is strictly prohibited.
- IV. The food must be served hot and in clean utensils, and under no circumstances shall substandard or cold food be accepted.
- V. Meals shall include seasonal vegetables and quality ingredients. Morning breakfast, lunch, tea/coffee, and snacks must be served at the designated time without delay.
- VI. Food should be transported in covered, sanitized, and temperature-maintained containers/vehicles.

4.3 Quality and Hygiene Standards:

- I. The agency shall adhere to certified norms for Quality Assurance and Quality Control (QA/QC) at all times.
- II. All food ingredients must be of standard branded quality (FSSAI-approved) and free from contamination or adulteration.
- III. The agency shall maintain a clean and hygienic kitchen environment, ensuring that utensils, cooking vessels, and food preparation areas are sanitized regularly.
- IV. All staff involved in food preparation and service shall maintain high standards of personal hygiene and grooming, including:
- V. Wearing clean uniforms, aprons, chef caps, gloves, and face masks.

- VI. Maintaining trimmed hair and nails.
- VII. Avoiding smoking, pan, gutka, or tobacco while on duty.
- VIII. No child labour shall be engaged under any circumstances.
- IX. Any foreign particle or insect found in food shall attract penalties and may lead to blacklisting as per penalty clause.

4.4 Manpower Engagement during the event:

- I. The Agency shall deploy adequate, trained, and courteous manpower for cooking, serving, cleaning, and maintenance of serving areas as per the requirements of each event. BMC shall provide the event schedule and related details in advance, and the Agency shall accordingly arrange and deploy manpower without delay.
- II. The manpower deployed shall meet the minimum strength required for each event and shall be adequately trained in catering etiquette, hygiene standards, and customer service. The Agency shall ensure that all staff are competent to perform the assigned duties.
- III. The Agency shall maintain sufficient standby/backup manpower to be deployed in case of large-scale events, simultaneous events, or any unforeseen shortfall in staff.
- IV. All personnel deployed by the Agency shall wear neat and clean uniforms along with proper identification badges at all times during the event. Professional and courteous behaviour shall be strictly maintained.
- V. Any misconduct, misbehaviour, negligence, absence, or short deployment of manpower during service hours shall constitute a breach of contract and shall attract penalties as stipulated under the contract, in addition to any other action as deemed appropriate by BMC.

4.5 Equipment, Utensils, and Consumables:

The agency shall ensure the availability of the following items during service:

- I. High-quality crockery, cutlery, and serving utensils (steel/brass/SS-304 grade).
- II. Disposable or eco-friendly serving materials (where required).
- III. Bone china tea cups, saucers, stirrers/spoons – minimum 200 nos. to be maintained.
- IV. Branded bottled water and beverages.
- V. Good-quality napkins, toothpicks, sugar cubes/sachets, salt, pepper, pickle, saunf, mishri, etc.
- VI. Cleaning materials – brushes, dishwashing liquids, mops, and sanitizers.
- VII. Proper storage racks for displaying and storing food.
- VIII. Adequate stock of raw materials and snack items at all times

4.6 Venue Management and Cleanliness:

The agency shall manage **setup, serving, and cleaning** at the event location, including:

- Sweeping and mopping the dining area before and after meals.
- Cleaning furniture, buffet tables, and utensils after every session.
- Ensuring that no waste or leftover food remains after service.

All **waste and disposables** must be collected in designated bins and disposed of in an **eco-friendly manner** as per BMC's waste management guidelines.

In buffet setups, all plates, bowls, and cutlery must be cleaned, dried, and replenished promptly.

4.7 Service Timeliness and Flexibility:

- I. Time is of the essence. Food must be delivered and ready to serve at the scheduled time and location.
- II. Delay in delivery/service may lead to deductions or penalties as per the contract.
- III. The agency should be capable of catering simultaneously at multiple venues within Bhubaneswar, ensuring proper logistics and manpower deployment.
- IV. Quantities may vary based on attendance. The agency shall remain flexible and responsive to last-minute changes (at least 12 hours' notice).

4.8 Additional Service Requirements:

- I. The agency shall provide table setup, drinking water arrangements, and waste collection bins for all events.
- II. Menu finalization shall be done in consultation with BMC before each event.
- III. BMC may request menu tasting before major events.
- IV. The agency shall maintain courteous service standards for regular, VIP, and special events.
- V. The agency must have in-house lodging/boarding facilities (minimum 25 rooms with modern amenities) to support large events, if required.

4.9 Pricing and Payment Terms:

- I. The bidder shall quote only the service charge, as food item rates will be pre-defined in the tender annexure.
- II. The quoted price shall be inclusive of all costs — manpower, transport, equipment, packaging, and taxes.
- III. No price escalation shall be permitted during the contract period.
- IV. Payment shall be made only after satisfactory completion of services and certification by the designated BMC officer/event in-charge.
- V. All statutory deductions such as TDS/GST shall apply as per government norms.

4.10 Quality Assurance & Monitoring:

- I. BMC reserves the right to inspect kitchens, food samples, and service arrangements at any time without prior notice.
- II. Any deviation from the prescribed standards may lead to penalties, blacklisting, or termination of the contract.
- III. Performance reviews will be conducted periodically to assess service quality, hygiene, punctuality, and overall satisfaction.

4.11 Catering Services for Meetings Outside BMC Premises:

In the event that any meeting, workshop, or official programme is conducted outside the premises of Bhubaneswar Municipal Corporation (BMC), the designated location and address shall be communicated

in advance to the selected agency. The agency shall be responsible for the supply, delivery, and service of food and beverages at the specified venue as per the order and requirements provided by BMC.

The agency shall also deploy adequate manpower for serving and maintenance during the event. **BMC shall not bear or reimburse any transportation or logistic costs** incurred by the agency for such outside services. The **payment for such services shall be made as per the final quoted rate after negotiation and approval by BMC**, subject to satisfactory performance and certification by the concerned authority.

4.12 Compliance with Food Safety Standards:

- I. The agency shall strictly comply with all FSSAI regulations and guidelines under the Food Safety & Standards Act, 2006.
- II. All ingredients, raw materials, and consumables must be of approved brands, fresh, and within expiry date.
- III. Any breach in food safety standards shall be treated as a major violation, attracting penalties and possible termination of contract.

4.13 Subcontracting and Outsourcing:

- I. The agency shall not subcontract, outsource, or delegate any part of the service without prior written approval from BMC.
- II. Non-compliance will be considered a breach of contract, leading to penalties or termination.

4.14 Storage, Transport, and Preservation:

- I. All food items must be transported in covered, insulated, and sanitized containers to maintain hygiene and temperature.
- II. The agency shall be responsible for safe handling, loading, and unloading of all food items and equipment.

4.15 Event-Specific Requirements:

- I. The agency must be flexible to cater to events of varying sizes — small, medium, large, or VIP — as per BMC instructions.
- II. Quantities may be revised at least 12 hours prior to the event, and the agency must comply without extra charges unless mutually agreed.

4.16 Health & Safety of Manpower:

- I. The agency shall ensure that all personnel engaged are medically fit, trained in hygiene practices, and vaccinated as per statutory requirements.
- II. Any staff showing illness or unsafe practices must be immediately replaced.

4.17 Inspection & Monitoring:

- I. BMC reserves the right to inspect kitchens, storage facilities, and delivery vehicles at any time without prior notice.
- II. Food samples may be tested for hygiene and quality compliance, and non-conformance may attract penalties.

4.18 Reporting & Coordination:

- I. The agency shall designate a coordinator/point of contact for each event to liaise with BMC officials.

- II. Daily or event-specific reports regarding manpower deployment, food quality, and service delivery may be requested.

4.19 Replacement of Manpower:

- I. In case of absenteeism or poor performance of staff, the agency shall provide immediate replacement without affecting service quality.

4.20 Insurance & Liability:

- I. The agency shall be responsible for any loss, damage, or liability arising from the supply, service, or handling of food, including accidents or mishaps involving agency personnel.
- II. BMC will not be liable for any claims or damages arising out of agency negligence.

4.21 Logistics and Delivery.

- I. The agency shall be responsible for **safe, timely, and hygienic transportation** of all food items, beverages, and related materials to the designated BMC venues, including any off-site locations specified by BMC.
- II. All food items must be delivered in **covered, insulated, and sanitized containers** to maintain freshness, temperature, and quality.
- III. The agency shall ensure **proper loading, unloading, and handling** of all materials during transit.
- IV. The agency shall deploy sufficient manpower for **transport, setup, serving, and post-event cleanup** at all delivery locations.
- V. All transportation costs for delivery, serving, and related logistics including services rendered at off-site venues shall be borne entirely by the selected agency, unless otherwise specified in the contract. The approved **L1 rate** finalized after evaluation shall be **inclusive of all costs**, including transportation, manpower, equipment, loading/unloading, and service charges. No additional payment whatsoever shall be made to the agency on account of delivery, logistics, or serving arrangements, as the **unit rates are deemed to be all-inclusive**.
- VI. **Transportation costs** for delivery, including to off-site venues, shall be borne entirely by the agency unless otherwise specified in the contract.
- VII. BMC reserves the right to **inspect transport vehicles, packaging, and handling practices** at any time. Any lapses in logistics or delays may attract penalties as per the contract.
- VIII. In case the agency fails to deliver as per schedule, BMC may **allocate the work to the next lowest (L2/L3) empanelled agency** after approval of the competent authority, and the agency may be liable for **performance security forfeiture** or other penalties.

5. Contract Duration and Empanelment:

- I. Bhubaneswar Municipal Corporation (BMC) shall empanel agencies on a Lowest Cost (L1) basis among technically qualified bidders. The agency quoting the lowest evaluated price (L1) shall be ranked first and considered for empanelment. At its sole discretion, BMC may also empanel additional agencies such as **L2, L3, L4**, etc., based on their evaluated prices. Such agencies shall be offered empanelment **subject to their acceptance to provide services at the L1-approved rates** for the respective items or categories.
- II. During the execution of services, if the **L1 agency is unable to provide services** due to non-availability, operational constraints, or any other valid reason, BMC may, at its sole discretion and

with the approval of the competent authority, **allocate the work to L2/L3/L4 empanelled agencies** at the L1-approved rates.

- III. BMC shall enter into a **formal legal agreement** with the selected empanelled agencies for a period of **one (1) year**. **No price escalation** shall be allowed during the tenure of the contract.
- IV. The empanelment and contract execution shall be subject to all terms and conditions specified in the RFP and the executed agreement, including compliance with applicable laws, regulations, and service standards.

6. Price Validity:

The prices quoted and accepted shall remain firm and valid for the entire duration of the contract. No escalation in prices shall be permitted under any circumstances, including increase in raw material cost, transportation charges, labor cost, or statutory levies during the contract period.

The quoted prices shall be inclusive of all taxes, duties, charges, transportation, manpower, and incidental costs. Any request for price revision during the contract period shall not be entertained

7. Splitting of Empanelment and Award:

Bhubaneswar Municipal Corporation (BMC) may, at its sole discretion, split the empanelment and allocate work item-wise, category-wise, zone-wise or event-wise to one or more agencies based on the lowest evaluated price quoted for each

BMC reserves the right to **empanel more than one agency** (L1, L2, L3, etc.) for the same item/category/zone. Where multiple agencies are empanelled, allocation of orders shall be made in accordance with the relative lowest evaluated rates and operational requirements of BMC.

In the event the L1 agency is unable or unwilling to accept an order, or fails to perform, BMC may offer the order to the next ranked empanelled agency (L2/L3) **on the condition that such agency agrees to provide the services at the L1-approved rates** for the relevant item/category. Refusal to match the L1 rates shall render the L2/L3 agency ineligible for that particular allocation.

Empanelment shall **not confer any right to guaranteed volume or exclusivity**. BMC does not guarantee any minimum number or value of orders to any empanelled agency. Quantities and allocations shall be determined by BMC based on requirement, availability, and performance.

BMC may determine the method and proportion of splitting (including but not limited to pro rata, rotational, or ad hoc allocations) in its sole discretion. The decision of BMC regarding splitting, allocation, and empanelment shall be **final and binding** on all bidders and empanelled agencies.

BMC reserves the right to reject any or all bids, vary the splitting mechanism, re-invite offers, or modify allocation criteria at any time prior to award without assigning any reason and without incurring any liability.

8. Termination of Contract:

BMC reserves the right to terminate the contract with the selected agency, without prior notice, if the quality of the supplied products is deemed unsatisfactory or if the materials do not conform to the technical specifications at any time during the contract period. Upon termination, the agency may also be subject to disqualification from future tenders with BMC.

I. Premature Termination Clause:

Bhubaneswar Municipal Corporation (BMC) reserves the right to terminate the contract at any time during its validity under the following circumstances:

a. Termination for Default / Non-Performance:

BMC may terminate the contract, in whole or in part, without any liability, if the selected agency:

1. Fails to deliver the services as per the agreed schedule, quality standards, or scope of work;
2. Commits a material breach of any terms and conditions of the contract;
3. Engages in fraudulent, corrupt, or unethical practices; or
4. Receives more than two written warnings regarding poor performance, service lapses, or non-compliance with the contract.

b. Termination for Poor Quality of Service:

Repeated complaints regarding substandard food quality, unhygienic practices, delayed delivery, absence of manpower, or non-compliance with service obligations shall constitute grounds for termination.

c. Termination due to Insolvency or Bankruptcy:

If the agency becomes insolvent, bankrupt, or enters into any arrangement with its creditors, BMC may terminate the contract.

d. Termination for Public Interest or Administrative Reasons:

If continuation of the contract is deemed contrary to public interest, administrative convenience, or due to policy or regulatory changes by BMC or the Government, the contract may be terminated.

II. Termination for Convenience:

BMC may terminate the contract, in whole or in part, at its sole discretion by providing fifteen (15) days' prior written notice to the agency, without assigning any reason and without any financial liability for services not yet rendered.

III. Termination Due to Force Majeure:

Either party may terminate the contract if a Force Majeure event continues for a period exceeding thirty (30) consecutive days, by giving written notice to the other party.

IV. Notice of Termination:

In all cases of termination, BMC shall serve a written notice specifying the reasons for termination.

V. Effect of Termination:

Upon termination:

1. The agency shall be entitled to payment only for services satisfactorily rendered up to the date of termination, subject to any applicable deductions or penalties. Any excess payment made shall be recoverable by BMC.
2. The agency shall **hand over all relevant documents, reports, and materials/equipment** (if any) in proper working condition and ensure a smooth transition.

VI. Consequences of Termination:

- a. In the case of termination due to default, breach, or non-performance, the Performance Security of the agency shall be forfeited in full or in part at the discretion of BMC.
- b. The agency may be **blacklisted for a minimum period of two (2) years** from participating in future tenders floated by BMC.
- c. In case of termination due to non-availability or failure to provide services, BMC may **allocate the work to the next lowest (L2/L3) empanelled agency** at the approved rates, with prior approval from the competent authority.

9. Payment Schedule:

A. Payment Terms:

The agency shall be entitled to **100% payment** for each event **after successful completion of the event** and submission of the invoice.

B. Invoice Submission:

The agency shall submit the **invoice within ten (10) days** from the date of the event. Any delay in submission of invoice may result in corresponding delay in payment.

C. Verification of Services:

The **Storekeeper of the Procurement Section** along with the designated BMC team shall verify:

- Whether the agency has supplied food and services **as per the requirements specified** in the work order;
- The quality, quantity, and timeliness of food delivery; and
- Compliance with hygiene and service standards.

D. Reporting and Approval:

After verification, the team shall submit a **report to the Deputy Commissioner (Procurement)**, who shall confirm the **final tally of supplied items** and certify the invoice for payment.

E. Payment Processing:

Payment shall be processed **only after the verification and approval** of the supplied quantity and quality, as per the final report. Any discrepancies or shortfall in service shall be subject to **deductions or penalties** as specified in the contract.

F. Taxes and Deductions:

I. Goods and Services Tax (GST):

All payments to the agency shall be inclusive/exclusive of GST as applicable under the prevailing law. The agency shall be solely responsible for compliance with GST regulations, including timely filing of returns and remittance to the Government.

II. Tax Deducted at Source (TDS):

BMC shall deduct TDS at the applicable rates under the Income Tax Act, 1961, or any other relevant statute from all payments due to the agency.

III. Compliance:

The agency shall provide all necessary documents, such as GST invoices, PAN, and other statutory certificates, as required for tax compliance and payment processing.

IV. No Additional Liability:

Any tax liability arising out of the contract, other than TDS and applicable GST, shall be the sole responsibility of the agency, and BMC shall not bear any additional financial obligation.

10. Basis of Quotation, Supply Orders, and Payment:

The bidder shall quote rates on a **per-unit (per person)** basis, with an initial reference of **100 (one hundred) participants**, which is indicative and meant solely for evaluation purposes. The actual number of participants for each event or meeting may vary depending on the requirement.

The bidder shall have **no claim or entitlement** beyond the quantities and scope specified in the individual supply order. Payment shall be made **strictly as per the approved unit rate** and **based on actual quantities and services delivered**, which shall be **inclusive of all costs**, including but not limited to

preparation, packing, delivery, service, manpower, transportation, taxes, and any other incidental or statutory charges.

11. Variation in Items and Additional Requirements:

BMC reserves the sole discretion to increase, decrease, or omit any item listed in the Bill of Quantities (BOQ). BMC may or may not place requisitions for the items indicated in the BOQ, and the empanelled agency shall have no claim, objection, or dispute regarding such decisions.

However, in the event that BMC requires any additional food items not listed in the BOQ, the empanelled agency shall conduct a brief **market survey** and submit **three (03) competitive quotations** for such items. Based on the lowest evaluated rate, BMC shall issue the supply order to the selected empanelled agency.

Schedule 1

Menu Chart Menu-Based Catering Services for Bhubaneswar Municipal Corporation (BMC) Events

i. Minimum technical specifications for

a. Requirement

S. No	Menu Category	Item Description
1. Refreshment		
i	Refreshment (Regular)	2 Cookies, Dry Fruits, and Dry Chana.
ii	Refreshment for VIP	Assorted Sandwich (Veg/Non-Veg), Paneer Roll, Slice Cake, Dry Sweet, Almonds/Cashews, Juice
2. Breakfast		
i	Premium	Puri, Idli, Vada, Upma (150 g per person), Sweets, Tea, Coffee, Sambar, Chutney, 1 glass Fruit Juice.
ii	Special Breakfast	Poha – 150 g per person, Vegetable Sandwich – 2 slices, Chicken, Sprouts Salad – 100 g, Buttermilk / Lassi – 1 glass, Roasted Peanuts / Dry Fruits
3. Launch/Dinner		
i	Lunch /Dinner (Vegetarian)	Rice (200 g)/Roti (3 pcs) Dal Salad (50 g), Papad (1 pc – 10 g), Paneer Curry (150 g), Mixed Vegetable (100 g), Khata (50 g), Kheer (100 g)
ii	Lunch/Dinner (Non-Vegetarian)	Rice (200 g), Roti (2 pcs – 100 g), Dal (150 g), Salad (50 g), Prawn/Chicken/Mutton/Fish Curry (150 g boneless or 200 g with bone)
iii	VIP Lunch (Premium Buffet)	Starter (1 Veg – 100 g + 1 Non-Veg – 100 g), Main Course (Paneer/Chicken/Fish – 150 g), Dal (150 g), Rice (200 g), Naan (2 pcs – 120 g), Salad (50 g), Dessert (100 g) per person.
4. Tea Snacks and Watter Bottles		

RFP for Empanelment of Agencies for providing food services, including Refreshments, Tiffin Packets, Breakfast, Lunch (Veg/Non-Veg), and Starters for various events and day-to-day meetings of the Bhubaneswar Municipal Corporation (BMC)

i	Tea (Milk) & Snacks	• Tea (Milk) 1 cup per person, • Cookies (2 pcs), • Namkeen
ii	Tea (Green Tea) & Snacks	• Tea (Green) 1 cup per person, • Cookies (2 pcs), • Namkeen
iii	Water Bottle (300 ml) – Regular packaged water	
iv	Mineral Water Bottle (1000 ml, glass) (Premium Quality)	
v	Dispenser with 100 paper cups & 2 refills	
5. Starters		
i	Vegetarian Starters	• Paneer Pakoda, • Corn Item / Mushroom Stick
ii	Non-Vegetarian Starters	• Egg Chop, • Chicken Pakoda, • Bali Prawn Chop, • Chutney

SECTION : 4

TECHNICAL PROPOSAL SUBMISSION FORMS

TECH -1

COVERING LETTER

(ON BIDDER'S LETTER HEAD)

[Location, Date]

To,

The Deputy Commissioner (Store & Procurement)

Bhubaneswar Municipal Corporation

ICOMC Tower

Janpath, Unit-9

Bhubaneswar - 751022, Odisha

Subject: Empanelment of Agencies for providing food services, including Refreshments, Tiffin Packets, Breakfast, Lunch (Veg/Non-Veg), and Starters for various events and day-to-day meetings of the Bhubaneswar Municipal Corporation (BMC).

Dear Sir,

1. With reference to your RFP document no. _____, dated _____, I/We, having examined the RFP Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
2. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the Agency for the aforesaid Project, and we certify that all information provided in the proposal and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Agency for the execution of the aforesaid Project and maintenance of the Project during the Maintenance Period.
4. I shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the BID.
5. I acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I declare that:
 - (a) I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (b) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (c) I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I shall continue to abide by them.
8. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
9. I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
11. I further acknowledge and agree that in the event such change in control occurs after signing of the Agreement up to its validity, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
12. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in

connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

13. In the event of i/we were declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
14. I have studied all the Bidding Documents carefully and also surveyed the project area. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
15. The BID Security/EMD is attached.
16. The documents accompanying the Technical Bid, as specified in the RFP, have been submitted in separate files.
17. I agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me or our BID is not opened or rejected.
18. The BID Price has been quoted by me after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
19. I agree and undertake to abide by all the terms and conditions of the RFP document.
20. I shall keep this offer valid for 180 (one hundred and eighty) days from the BID Due Date specified in the RFP.
21. I hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I submit this BID under and in accordance with the terms of the RFP document.

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: _____

RFP for Empanelment of Agencies for providing food services, including Refreshments, Tiffin Packets, Breakfast, Lunch (Veg/Non-Veg), and Starters for various events and day-to-day meetings of the Bhubaneswar Municipal Corporation (BMC)

Address of Bidder: _____

TECH -2

Bidder's Organization (General Detail)

Sl. 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 Odisha If Yes, Please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount: Online reference No. : Date: Name of the Bank:	
7	EMD Details Amount : Online reference No.: Date: Name of the Bank:	

RFP for Empanelment of Agencies for providing food services, including Refreshments, Tiffin Packets, Breakfast, Lunch (Veg/Non-Veg), and Starters for various events and day-to-day meetings of the Bhubaneswar Municipal Corporation (BMC)

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

Authorized Signatory [*In full and initials*]: __

Name and Designation with Date and Seal: .

TECH -3

Bidder Organization (Financial Details)

Financial Information in INR				
Details	FY <u>22-23</u>	FY <u>23-24</u>	FY <u>24-25</u>	Average
Average Annual Turnover (in Crore).				
Supporting Documents: Audited certified financial statements for the last Three FYs (preceding the Financial year in which the proposal is due) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form).. <i>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.</i>				

Signature and Seal of the Company Auditor with Date in original

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

Communication Address of the Bidder: ____

[NB: No Scanned Signature will be entertained]

TECH -4

FORMAT FOR POWER OF ATTORNEY
(On Stamp Paper)

Know all men by these presents, We [name of the company/firm/trust/organization/agency and address of the registered office] do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name),and presently residing at, who is presently employed with us, as our true and lawful attorney (hereinafter referred to as the **Attorney**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for providing _____ Services to **BMC**), including but not limited to signing and submission of all Proposal documents and other documents and writings, participate in investor consultations and other conferences and providing information/responses to BMC, representing us in all matters before BMC, signing and execution of all contracts including undertakings consequent to acceptance of our Proposal, and generally dealing with BMC in all matters in connection with or relating to or arising out of our Proposal and/or upon award of the Project to us and/or till the entering into of the service agreement with BMC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarized)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

TECH -5

(BIDDER'S PAST EXPERIENCE DETAILS)

Details of the similar assignments undertaken / completed during the last Five years:

S. No.	Name of Project	Name of Client with address and contact numbers	Date of Award of Contract	Date of completion of assignment (for both completed and ongoing projects)	Period of Service	Description of project area	Contract Value (in INR)	Description of services provided
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

Note: Bidders are requested to furnish the list of assignments of similar nature undertaken during the last 5 Years (preceding the Proposal Due Date) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document and Completion Certificate from the previous Clients need to be furnished along with the above information..

TECH -6

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your Agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Clause 1, Point (9). If yes, please furnish details of any such activities.

If no, please certify,

IN BIDDER' S LETTER HEAD

I, hereby declare that our Agency _____ as Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Clause 1, Point (9)**.

I, also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Authority which shall be binding on us.

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

Communication Address of the Bidder: _____

TECH -7

Undertaking for Non-Blacklisting on Stamp Paper

[On the Stamp Paper of appropriate value in shape of a notarized affidavit]

I/we, hereby undertake that, our organization has not been blacklisted / debarred by any of the Central / State Government Ministry / Department/ Office or by any Public Sector Undertaking (PSUs) and I/we are not blacklisted by any authority and that no debarment/blacklisting subsists as on the Proposal Due Date.

Yours sincerely,

Authorized Signature

[In full and initials]: _____

Name and Designation of the Signatory:

Name of the Bidder and Address

FINANCIAL PROPOSAL SUBMISSION FORM

(TECH-8)

(On the Letter head of The Bidder)

FROM

(NAME OF THE FIRM)

TO

The Deputy Commissioner (Store & Procurement)

Bhubaneswar Municipal Corporation

ICOMC Tower Janpath, Unit-9

Bhubaneswar - 751022, Odisha

Subject: Empanelment of Agencies for Providing Food Services such as Refreshments, Tiffin Packets, Breakfast, Lunch (Veg/Non-Veg), and Starters for Various Events of Bhubaneswar Municipal Corporation (BMC)

Dear Sir/Madam.

Being duly authorized to represent and act on behalf of _____ (Name of the Bidder), having reviewed and fully understood all the requirements of the Short Quotation Call Notice issued by BMC vide no. _____ dated _____ for "Empanelment of Agencies for Providing Food Services such as Refreshments, Tiffin Packets, Breakfast, Lunch (Veg/Non-Veg), and Starters for Various Events of Bhubaneswar Municipal Corporation (BMC) We hereby submit our financial proposal as under:

Sl. No.	Item Description	Rate per Unit/Person (INR)	Tentative Quantity (100 Persons/Unit)	Total (A×B)	Applicable GST (INR)	Total Amount incl. GST (INR)
1	Refreshment (Regular) – 2 Cookies, Dry Fruits, and Dry Chana		100			
2	Refreshment for VIP – Assorted Sandwich (Veg/Non-Veg), Paneer Roll, Slice Cake, Dry Sweet, Almonds/Cashews, Juice		100			

RFP for Empanelment of Agencies for providing food services, including Refreshments, Tiffin Packets, Breakfast, Lunch (Veg/Non-Veg), and Starters for various events and day-to-day meetings of the Bhubaneswar Municipal Corporation (BMC)

3	<p>Breakfast (Premium) – Puri, Idli, Vada, Upma (150 g per person), Sweets, Tea, Coffee, Sambar, Chutney, 1 glass Fruit Juice</p>		100			
4	<p>Special Breakfast– Poha (150 g), Vegetable Sandwich, (2 slices), Sprouts Salad (100 g), Buttermilk/Lassi (1 glass), Roasted Peanuts/Dry Fruits</p>		100			
6	<p>Lunch/Dinner (Vegetarian) – Rice (200 g)/Roti (3 pcs), Dal, Salad (50 g), Papad (1 pc – 10 g), Paneer Curry (150 g), Mixed Vegetable (100 g), Khata (50 g), Kheer (100 g)</p>		100			
7	<p>Lunch/Dinner (Non-Vegetarian) – Rice (200 g), Roti (2 pcs – 100 g), Dal (150 g), Salad (50 g), Prawn/Chicken/Mutton/Fish Curry (150 g boneless or 200 g with bone)</p>		100			
8	<p>VIP Lunch (Premium Buffet) – Starter (1 Veg – 100 g + 1 Non-Veg – 100 g), Main Course (Paneer/Chicken/Fish – 150 g), Dal (150 g), Rice (200 g), Naan (2 pcs – 120 g), Salad (50 g), Dessert (100 g)</p>		100			
9	<p>Tea (Milk) & Snacks – Tea (Milk, 1 cup), Cookies (2 pcs), Namkeen</p>		100			

RFP for Empanelment of Agencies for providing food services, including Refreshments, Tiffin Packets, Breakfast, Lunch (Veg/Non-Veg), and Starters for various events and day-to-day meetings of the Bhubaneswar Municipal Corporation (BMC)

10	Tea (Green Tea) & Snacks – Green Tea (1 cup), Cookies (2 pcs), Namkeen		100			
11	Water Bottle (Regular Packaged Water, 300 ml)		100			
12	Himalayan Mineral Water Bottle (1000 ml, glass)		100			
13	Dispenser with 100 Paper Cups & 2 Refills		1			
14	Vegetarian Starters – Paneer Pakoda, Corn Item / Mushroom Stick		100			
15	Non-Vegetarian Starters – Egg Chop, Chicken Pakoda, Bali Prawn Chop, Chutney		100			
	Total Amount in Rs (Inclusive of GST)					
	Total Amount in Rs (exclusive of GST)					
	Applicable GST in.....%					

Declaration

- 1 I/We hereby agree to execute the above-mentioned work as per the terms and conditions specified in the **RFP for Empanelment of Agencies for providing Food Services, including Refreshments, Tiffin Packets, Breakfast, Lunch (Veg/Non-Veg), and Starters for various events and day-to-day meetings of the Bhubaneswar Municipal Corporation (BMC)**, and at the rates quoted above.
- 2 We also hereby certify that:
 - We shall abide by all the terms and conditions laid out by the **Bhubaneswar Municipal Corporation (BMC)**.
 - **BMC reserves the right to add, modify, or remove any item** from the scope of work as deemed necessary.

- **BMC also reserves the right to cancel, postpone, or terminate the tender process at any stage** without assigning any reason thereof, and no claim whatsoever shall be entertained on this account.
-

3 **Date:** _____

Place: _____

4 **Seal & Signature of the Authorized Signatory**

Name: _____

Designation: _____

Firm Name: _____

Contact No.: _____

Email ID: _____

SECTION 6

BID SUBMISSION CHECK LIST

Annexure – I

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL			
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH -1)		
3	Bid Processing Fee of Rs. ___/- in form of DD/BG		
4	Bid Security/ EMD		
5	General Details of the Bidder (TECH - 2)		
6	Financial Details of the Bidder (TECH - 3)		
7	Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder.		
8	Similar Project Experience of the Bidder (TECH - 5)		
9	Self-Declaration on Potential Conflict of Interest (TECH - 6)		
10	Undertaking for Non-Blacklisting on Stamp Paper (TECH – 7)		
11	Financial Bid (TECH-8) (Separately sealed)		
12	EFP/ ESI Registration Certificate		
13	The bidder must have a minimum of 10 personnel on its payroll, with supporting documents such as employee list, salary records, or any other relevant		
14	The bidder must have a fully operational kitchen in Bhubaneswar, equipped with all necessary facilities and adhering to proper hygiene standards.		
15	The bidder must possess a valid FSSAI License.		
16	PAN , GST, Incorporation certificate		
17	RFP Document duly signed by Bidder"s Authorized Signatory.		

Undertaking:

RFP for Empanelment of Agencies for providing food services, including Refreshments, Tiffin Packets, Breakfast, Lunch (Veg/Non-Veg), and Starters for various events and day-to-day meetings of the Bhubaneswar Municipal Corporation (BMC)

- *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: _____

