

No - 1936/TDCCOL

Date - 23.08.2017

EXPRESSION OF INTEREST FOR OUT SOURCING OF FOOD COURT AT TRIBAL MUSEUM, SCSTRTI CAMPUS, CRP SQUARE, BHUANESWAR.

The Managing Director, Tribal Development Cooperative Corporation of Odisha Limited, Bhubaneswar invites sealed Expression of Interest in prescribed form to be received up to 3 P.M. on 11.09.2017 from entrepreneurs, caterers, hoteliers for letting out of Food Court for providing Tribal cuisine and other foods to the tourists visiting Tribal Museum, SCSTRTI campus, CRP Square, Bhubaneswar. The Food Court consists of one dining hall, one kitchen & one storage room.

The authority desires to sublet the food court to selected bidder for day to day operation and management of the food court for a period of one year from the date of award of the contract. The bidder will be selected on the basis of highest rent amount quoted from amongst the shortlisted and qualified bidders who fulfil all other criteria.

Please read the Terms & Conditions carefully before filling up the document. Incomplete Documents will be rejected.

A- GENERAL TERMS AND CONDITIONS

1. Before submitting the EOI, details of documents to be attached may be verified from the Check List given in Technical Bid of the EOI Document.
2. The Contractor will serve Tribal cuisine and other foods.
3. The timing of operation will be from 9.00 AM to 6.00 PM. The Food Court shall be opened on all working days as per the calendar of Tribal Museum.
4. The Bidder must write the name, phone No. & complete postal address of the bidding firm on the back side of the Demand Draft(s).
5. All pages of the EOI Document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the Terms and Conditions of this Tender.
8. EOI received without the prescribed Earnest Money Deposit (EMD) of **Rs.5,000/-**(Rupees five thousand only) shall be rejected.
9. The name and address of the bidder shall be clearly written in the space provided for the purpose and no over-writing, correction, insertion shall be permitted in any part of the tender unless duly countersigned by the bidder. The document should be filled in and submitted strictly in accordance with the instructions contained herein; otherwise the bid is liable to be rejected.
10. The Financial bids submitted by all bidders should be valid at least for a minimum period of three months from the date of opening of Technical Bids.

11. Person signing the bid or other documents connected with EOI must clearly write his/her name and also specify the capacity in which signing.
12. Managing Director, TDCCOL reserves the right to reject any or all the EOI without assigning any reason.
13. Before submitting the filled in document, the bidder may visit the premises of the Tribal Food Court on working days between 10.30 AM to 5.30 PM.
14. TDCCOL reserves the right to change any condition of the EOI before opening of the Technical Bids.
15. The successful bidder will have to enter into an agreement with the TDCCOL.
16. Canvassing in any form will make the EOI liable to rejection.
17. Successful bidder has to obtain all the necessary licenses compulsory for operation of the food court from the competent authority within one month of execution of the agreement.

B- ELIGIBILITY & SELECTION OF BIDDERS

I. ELIGIBILITY

The Bidder must possess the following eligibility criteria & to this effect must produce supportive documents as specified below.

- Individual or registered entity having Food licence with appropriate certification/ registration with Govt. Of Odisha.
- Earnest Money Deposit of Rs. 5,000.00 (Rupees Five Thousand) only in shape of Demand Draft favouring the "Managing Director", TDCCOL, payable at Bhubaneswar from any nationalized bank has to be submitted along with the documents.

II. SELECTION OF BIDDERS

A committee, chaired by the MD, TDCC will act as the Selection Committee for the selection of bidders. The committee will adopt a two stage process for selection of bidders. In the 1st stage the bids will be scrutinized and the eligible bidder will be shortlisted for the 2nd stage. The technical bids at (**Annexure II**) will be evaluated based on the scores obtained by the bidders as per the criteria stated in **Annexure-I**. The bidders should score a minimum of 40 marks to be shortlisted for opening of their Financial Bids.

The Financial bids (**Annexure III**) of the shortlisted bidders will be opened by the Selection Committee. The financial evaluation shall be done on the basis of rent amount quoted by the bidder amongst the qualified bidders and fulfilling all criteria. The bidder who has quoted the highest rent amount will be awarded the contract.

On completion of selection process, the bidder selected shall be awarded the contract by issuing the Letter of Award (LOA). The bidder should furnish a letter of acceptance to the MD, TDCC within 1 week of the award of the issuance of LOA.

C- CRITICAL INFORMATION

I. PERIOD OF CONTRACT

- i. The contract for Food Court shall remain valid initially for a period of one year.
- ii. The one year contract period is subject to renewal by TDCCOL on satisfactory performance on mutually agreed terms and conditions for a further period of 01 (one) year.

II. FORFEITURE OF EMD

- i. EMD of the successful bidder shall be liable to be forfeited if the bidder does not fulfill any of the following conditions:
- ii. An agreement is not signed in the prescribed form within 15 days of the receipt of the Letter of Award of the Contract.
- iii. The bidder does not commence services within seven days of the stipulated date.
- iv. If the successful bidder withdraws or alters the terms of the tender during this period, the Earnest Money Deposit shall be forfeited.

III. SECURITY DEPOSIT

- i. The successful bidder shall be required to deposit an amount of Rs. 20,000/- (Rupees Twenty Thousand only) as security deposit immediately on acceptance of Work Order in the form of demand draft of nationalized bank/schedule bank only in favour of "Managing Director", TDCCOL, payable at Bhubaneswar". No interest shall be paid on such security deposit, which shall remain with TDCCOL during the continuance of the contract and it shall be released only three months after expiry or termination of the contract, subject to clearance of all dues by the bidder.
- ii. If the Contract is terminated by the bidder without giving three months of notice or fails to observe the terms & conditions of the EOI/ Letter of Award for the Contract/ agreement signed by the bidder with TDCCOL, the Security Deposit shall be forfeited by the Managing Director, TDCCOL. Further the Managing Director, TDCCOL reserves the right to proceed against the contractor for any damages in the food court or otherwise that TDCCOL may suffer as a result of the breach of the aforesaid terms and conditions.

IV. ELECTRICITY WATER & OTHER CHARGES

- i. The bidder will be required to pay the electricity charges on actual basis for the food court, for which sub-meters shall be provided. Out of the total bills received by TDCCOL for electricity consumption, the amount in respect of the units consumed by the Contractor shall be paid by him / her to TDCCOL.
- ii. Water charges will be charged by TDCCOL if any as per actuals.
- iii. Refilling of the commercial gas connections will be borne by the bidder.
- iv. Air Condition & Freezer maintenance charges have to be borne by the bidder.

- v. Day to day repairs of any kind of equipments supplied by TDCCOL has to be maintained by the bidder.

V. STATUTORY OBLIGATIONS OF THE SUCCESSFUL BIDDER

- i. The bidder shall be responsible for engaging adequate number of trained manpower required for providing good services. The names of the employees along with their Identity proof shall be submitted to TDCCOL, with a copy to be provided to SCSTRTI.
- ii. All employees engaged by the bidder shall be supplied proper uniforms while in service in the food court.
- iii. The employees of the bidder should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases.
- iv. The bidder shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act of Govt. of India and fulfill all other statutory obligations, such as, Provident Fund, ESI, Service Tax, Workman's Compensation Act / Fatal Accident Act, Personal Injuries, etc., whichever is applicable.
- v. The bidder shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any unlawful activity.
- vi. Employment of child labour is strictly prohibited under the law. Therefore, the Contractor will not employ any child.
- vii. In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the TDCCOL by any individual, agency or government authority due to acts of the bidder, the bidder shall be liable to make good/compensate such claims or damages to the TDCCOL. As a result of the acts of the bidder, if the TDCCOL is required to pay any damages to any individual, agency or government authority, the bidder would be required to reimburse such amount to the TDCCOL or the TDCCOL reserves the right to recover such amount from the payment(s) due to the bidder while settling his/her bills or from the amount of Security Deposit of the bidder lying with the TDCCOL.
- viii. The successful bidder shall submit the detailed menu proposed to be served in the tribal food court including tribal cuisine, Odisha's delicacies, other foods, beverages etc to TDCCOL for approval. The menu finally approved by TDCCOL will be served by the bidder in the food court.
- ix. The bidder shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc.

- x. The bidder shall not appoint any sub-contractor to carry out his obligations under the contract.
- xi. The bidder shall keep the Food Court and its surrounding areas clean .The cleaning includes cleaning of kitchen, Dining hall, floor, counter, benches, tables, chairs, etc. TDCCOL management will have 24 hour access to inspect the premises at any time for ensuring the cleanliness and hygienic conditions of the kitchen and dining hall premises.

VI. OTHER OBLIGATIONS OF THE BIDDERS.

- i. The TDCCOL will provide to the bidder space for storing raw material, kitchen equipment for cooking, sitting and serving space, freezer & two air conditions etc. The TDCCOL shall also provide tables and chairs in the serving area and other accessories as available.
- ii. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipments provided by the TDCCOL are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the bidder, failing which the same will be got done by TDCCOL at the bidder's risk and cost. In this regard, the decision of the designated officer of TDCCOL shall be final and binding on the bidder.
- iii. The bidder shall not keep the Food Court closed during any day of the year (Except Holidays of the Tribal Museum) without permission from TDCCOL authority in writing. Any such incident will be treated as breach of contract and suitable action including penalty shall be taken by TDCCOL as it may deem fit.
- iv. Waste and Garbage disposal must be done by bidder on regular basis. No adjacent place like verandas/open space shall be used/occupied by bidder without prior permission of TDCCOL except allocated/earmarked for Food Court purpose.
- v. Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the Food Court. Any breach of such restrictions by the bidder will attract deterrent action against the bidder as per statutory norms.
- vi. The bidder shall ensure that either he/she himself/herself or his/ her representative is available for proper administration and supervision of Food Court to the entire satisfaction of the Food Court.
- vii. The bidder will bring his own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs etc., in sufficient quantity as needed to maintain the Food Court in addition to what is provided for by TDCCOL.
- viii. The bidder shall not use the Canteen premises for any other activity except for the purpose for which it has been provided for.

VII. TERMINATION OF THE CONTRACT

- i. The Contract can be terminated by either party, i.e., TDCCOL or the bidder, after giving three-month notice to the other party extendable by mutual agreement till alternate arrangements are made. However, TDCCOL reserves the right to terminate the contract without giving any notice in case the bidder commits breach of any of the terms of the contract. Managing Director, TDCCOL decision in such a situation shall be final and shall be accepted by the bidder without any objection or resistance.
- ii. On termination of the contract, the bidder will hand over all the equipments/furniture/articles etc., supplied by TDCCOL, in good working condition, back to TDCCOL.

D- GUIDELINES FOR SUBMISSION OF BIDS

The bids are to be submitted in two parts-

- i. Sealed Technical Bid, along with a Demand Draft for Rs.5,000/- (Rupees five thousand only), drawn in favour of "Managing Director", TDCCOL, payable at Bhubaneswar" towards Earnest Money Deposit (EMD) in one sealed envelope super-scribed "TECHNICAL BID FOR OUTLET OF FOOD COURT AT TRIBAL MUSEUM, SCSTRTI CAMPUS, CRPF SQUARE, BHUBANESWAR". Document received without EMD will be summarily rejected.
- ii. Sealed Financial Bid placed in a separate envelop super-scribed: "FINANCIAL BID FOR OUTLET OF FOOD COURT AT TRIBAL MUSEUM, SCSTRTI CAMPUS, CRPF SQUARE, BHUBANESWAR".
- iii. The above mentioned two sealed envelopes should bear the name and complete postal address of the bidder. Sealed envelopes containing Technical Bid & Financial Bid should be placed in the bigger envelop, bearing the name & complete postal address of the bidder, should be addressed to the "Managing Director", TDCCOL, Rupali Square, PO. Bhoi Nagar, Bhubaneswar - 751022 and deposited in the Tender Box kept in Finance Section, First Floor on or before **3.00 pm on 11.09.2017**. Tenders received after due date & time shall not be accepted.

E- OPENING OF BIDS

- i. The Financial Bids of only technically qualified tenders will be opened for further consideration. The decision of Managing Director, TDCCOL in this regard will be final and no requests will be entertained from the bidders. The date and time of opening of financial bid(s) will be intimated to the qualified bidders who are found eligible as per evaluation criteria prescribed by TDCCOL.
- ii. EMD of the unsuccessful bidders will be returned, without interest, after finalization of contract.

Annexure - I

TRIBAL DEVELOPMENT CO-OPERATIVE CORPORATION OF ODISHA LTD
Rupali Square, Bhoi Nagar, Bhubaneswar. 751022
Tel. 0674-2542475 / 2542617. Fax-2544828. Email: admin@tdccorissa.org

CRITERIA FOR EVALUATION OF TECHNICAL BIDS

Sl	Criteria	Parameter	Scores
1	No. of catering/ hotel/ restaurant being run.	1 No.	5
		2 No.	10
		3 No. & above	20
2	Total Seating capacity of all hotels & restaurants.	Less than 25 no.	5
		25 no. – 50 no.	10
		More than 50 no.	15
3	Type of cuisines served	Odiya Cuisine	5
		North Indian	5
		Continental	5
		South Indian	5
4	No. Of cooks engaged	3 no. or less	5
		3 no. - 5 no.	10
		More than 5 no.	15
5	No of service staff engaged	10 no. or less	5
		10 no. – 20 no.	10
		More than 20 no.	15
6	No. of years of establishment	Less than 2 years	5
		2 – 5 years	10
		More than 5 years	15

Annexure II

TRIBAL DEVELOPMENT CO-OPERATIVE CORPORATION OF ODISHA LTD
Rupali Square, Bhoi Nagar, Bhubaneswar. 751022
Tel. 0674-2542475 / 2542617. Fax-2544828. Email: admin@tdccorissa.org

Technical Bid

1. Name of the Bidder:

2. Address:

3. Phone No: _____(Mo.) _____ (Fax.) _____

4. Whether Proprietary of Partnership: _____ or Firm or a company.

5. Details of present catering/ hotel/ restaurant business:

Sl	Name of catering/ hotel/ restaurant	Address	Seating capacity	Type of cuisines served	No. Of cooks engaged	No of service staff engaged	No. of years since establishment	Annual turnover

6. Required Documents:

- i. Copies of existing Food licence certificates for the hotels, eateries, catering business etc as mentioned at Sl. 5
- ii. Copies of Registration Certificate for the hotels, eateries, catering business etc as mentioned at Sl. 5
- iii. GST Registration Certificate along with GSTIN Number
- iv. DD for Earnest Money Deposit Rs.5,000/-

Full Name, Signature & Seal of the
Authorized person

Date:

Place:

Annexure III

TRIBAL DEVELOPMENT CO-OPERATIVE CORPORATION OF ODISHA LTD
Rupali Square, Bhoi Nagar, Bhubaneswar. 751022
Tel. 0674-2542475 / 2542617. Fax-2544828. Email: admin@tdccorissa.org

FINANCIAL BID FOR OUTLET OF FOOD COURT

Name of the Bidder:

2. Address:

3. Phone No: _____(Mo.) _____ (Fax.) _____

4. Whether Proprietary of Partnership: _____ or Firm or a company.

5. RENT PER MONTH EXCLUDING ELECTIRICY & -
OTHER MAINTANANCE CHARAGES

Full Name, Signature & Seal of the
Authorized person

Date:
Place: