

**Request for Proposal (RFP) for Selection of
Agency to Setup, Manage & Operate Food Court
at OCAC Tower, Bhubaneswar**

ENQ. No.OCAC-CAD-05/2017-19035



**Odisha Computer Application Centre
(Technical Directorate of I.T. Department, Government of Odisha)
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DISCLAIMER

The information contained in this Tender document or subsequently provided to **Bidder(s)**, whether verbally or in documentary or any other form by Odisha Computer Application Centre (OCAC) or any of their employees is provided to Bidder(s) on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information is provided.

This Tender is not an agreement and is neither an offer nor invitation by the OCAC to the Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this Tender (the "**Bid**"). This Tender includes statements, which reflect various assumptions and assessments arrived at by the OCAC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all persons, and it is not possible for the OCAC, to consider the technical capabilities, investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations, studies and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtains independent advice from appropriate sources.

Information provided in this Tender to the Bidder(s) 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. OCAC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

OCAC, makes 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 Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this Bid Stage. OCAC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender.

OCAC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender. The issue of this Tender does not imply that OCAC is bound to select a Bidder or to appoint the Preferred Bidder, as the case may be, for the Project and OCAC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

OCAC reserves all the rights to cancel, terminate, change or modify this selection process and/or requirements of bidding stated in the Tender, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by OCAC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and OCAC 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 for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

RFP SCHEDULE

Sl. No.	Items	Date & Time
01	Availability of Bid Document in the website (www.ocac.in, www.odisha.gov.in)	08/09/2019
02	Last date for receiving pre-bid queries through e-mail: contact@ocac.in	17/09/2019, 5:00 PM
03	Pre Bid Conference	21/09/2019, 11:00 AM
04	Issue of Corrigendum (if required)	23/09/2019, 05:00 PM
05	Last date and time for Submission of Bid	25/09/2019 at 03:00 PM
06	Opening of General & Technical Bids	25/09/2019 at 04:00 PM
07	Opening of Commercial Bids	25/09/2019 at 4:00 PM

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1. Fact Sheet

The bidders should read thoroughly this **Fact Sheet** comprising of important factual data on the tender.

Clause Reference	Topic
Method of Selection	The bidder has to apply the bid in two envelop system. I.e. General & Technical bid in one envelop and Financial bid in another envelop. Financial bid of those bidder will be opened, who qualify in the General & Technical Bids. Bidders who fulfill the eligibility criteria and get highest marks after evaluation of tender documents, followed by presentation will be selected to Set-up, Manage and Operate Food Court at OCAC Tower inside OCAC Campus.
RFP Document Fee (Non Refundable)	RFP can be downloaded from http://www.ocac.in , www.odisha.gov.in The bidders are required to submit the tender document fee (non refundable) of Rs.5600.00, including GST @12% (Rupees Five Thousand and Six Hundred Only) by Demand Draft in favour of Odisha Computer Application Centre, payable at Bhubaneswar from any of the nationalized / scheduled commercial bank along with the proposal.
Earnest Money Deposit (EMD)	Earnest Money Deposit of an amount Rs. 25,000.00 thousand only (Rupees Twenty Five Thousand Only) in the form of a Demand Draft issued by any nationalized / scheduled commercial bank in favor of "Odisha Computer Application Centre", payable at Bhubaneswar and should be valid for 90 days from the due date of the tender / RFP bid submission.
Performance Bank Guarantee (PBG)	Rs.100,000.00 as refundable security deposit in favour of Odisha Computer Application Centre (OCAC) from any nationalized/scheduled commercial bank before signing of the "Agreement for a period of 5 Years."
Pre-bid Meeting	A Pre-bid meeting will be held on the date & time as mentioned in the RFP Schedule at Odisha Computer Application Centre (OCAC), Bhubaneswar. All the queries should be received in the specified format on or before the date & time, as mentioned in the RFP Schedule, through e-mail at contact@ocac.in
Language	The Proposal should be filled by the Bidder in English language only.
Currency	The bidder should quote price in Indian Rupees only. The offered price must be inclusive of taxes.
Validity Period	Proposals / Bids must remain valid 180 days after the last date of submission of bid.
Submission of Proposals	Bidders must submit an original copy and one additional copy of Technical proposal along with original copy of the Commercial Proposal.
Bid to be submitted on or before last date of submission at:	The proposal submission address is: General Manager (Admin) Odisha Computer Application Centre (OCAC) Plot No. - N-1/7-D, Acharya Vihar P.O - RRL, Bhubaneswar - 751013 EPBX: 0674 - 2567280/2567064/2567295 Fax: +91-674 - 2567842

OCAC (Odisha Computer Application Center) Tower is situated inside the OCAC campus and houses leading IT and ITES companies of National and International repute. There are 7 floors

in the building and each floor has a carpet area of 15350 Sqft of office space. Each floor has single or multiple tenants. Till now 70% of the space has been rented out and the balance 30% will be rented out very soon. At present the total number of people working in the building will be around 2000. This will be more in future once the entire building gets occupied.

Now OCAC intends to have a Food Court operating at Ground Floor in the building for the convenience of all the occupants. The Food Court is intended to run at Built-Own-Operate basis and shall run from 8.00 AM to 8.00 PM every day including Sunday. The tenure of the contract shall be for a period of FIVE YEARS and is extendable for further a period of ONE YEAR. However, continuance of contract will be subject to performance review done by appropriate authority, if quality of food items served and services rendered are found upto acceptable level. Extension beyond five years, if considered by OCAC on its discretion, shall be on mutually agreed rates. Accordingly the proposals are invited from the eligible agency to setup the Food Court at OCAC's Tower (Primary) and at OCAC Building (Extension counter of the OCAC Tower's Food Court), which is nearby OCAC Tower. For OCAC Building extension counter the agency needs to transport the cooked food, re-heat before serving and serve the same in the designated dining areas of OCAC Building in a hygienic manner.

Bidders are requested to submit their bids strictly conforming to the schedule and terms and conditions given in Annexure attached.

2. OCAC's requirements

A Reputed Agency having an experience of at least 3 years of running Food Court in Govt. Sector / PSUs / Educational Institutions / Reputed Private Institutions is eligible to apply, who can cater to the needs of the occupants and officers/staffs as details given:-

Breakfast / Lunch / Dinner : Indian, South Indian and Continental

Snacks : Standard

Beverage : Cold Drinks, Lassi, Milk, Juice, Tea, Coffee etc

Illustrative Stalls for Food Court
Various Types of Vegetables & Dal
Non-Veg Corner (Starters & Curries)
Pizza , Burger & Sandwiches
Rice, Pulaos, Indian Bread & Roties
Odisha Special
Aerated Drinks, Beverages, Sweets, Bakery and Ice-cream
Various Types of Common Food Thalīs (i.e. Veg & Non-Veg) on demand basis

3. Facilities Provided by OCAC

The Food Court premises comprise of area of 3471 Square meters along with kitchen space for cooking and dining facilities. Space for Food Court, air cooling and water shall be provided by OCAC.

However Furniture, Dining tables & Chairs, Stall setup, Interior Design, Lighting system, Installation of CCTV inside the Food Court premises, provision of LED TV inside the Food Court area, Electronic billing machine, Water Purifier, Refrigerator, Micro Oven, Provision of safety precaution for fire hazard, installation of proper exhaust system inside the kitchen, Raw materials, Food articles, Cooking gas, cleaning/washing materials/tool, man power and **electricity bill** shall have to arrange by the agency at his/their own cost.

4. Scope of work of the Agency:-

i) The agency shall procure food articles to the satisfaction of the Food Court Committee (Officials from OCAC headed by Administrative Officer). The Food Court Committee shall have the right to change any brand of material used for cooking

ii) The food shall be cooked, stored and served under hygienic conditions. The agency shall ensure that only freshly cooked food is served and the stale food is not recycled. Stale food shall be removed from the Food Court premises as soon as possible. Un-refrigerated cooked food should not consumed within six hours in summer months and ten hours in winter months, shall deemed to be stale and unfit for consumption.

iii) The food shall be neither too spicy nor too oily. The food preparation shall be wholesome and shall generally cater to the taste of the employees.

iv) The oil that remains from deep frying at the end of the day shall have to be destroyed and shall not be allowed to be recycled for the purpose of cooking again.

v) The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard. The utensils shall have to be maintained sparkling clean at all time. Vegetarian and Non-vegetarian cooking shall be done separately.

vi) The agency shall pay special attention to maintain the Food Court in a neat and tidy condition at all times. For this purpose, the Food Court shall be cleaned thoroughly after each meal regularly from time to time.

vii) The agency shall ensure that only hot food is served to the employees/officials. Complaint, if any, in this regard shall be deal with severely.

viii) The agency shall ensure that sufficient man power is deployed for preparation and service of food including cleaning, washing and overall upkeep of Food Court assets and premises.

- ix) The agency should install CCTV inside the premises of Food Court including cooking area and the access to be given to OCAC for monitoring.
- x) The security system of the Food Court facility will remain the responsibility of the agency.
- xi) The cleanliness and maintenance of the utensils used for cooking/serving is to be strictly ensured. OCAC shall have the right to visit & inspect the Food Court/kitchen area without prior information to the agency. Any lapses with regard to cleanliness, hygiene & quality of raw material used for cooking & food shall attract termination of the contract.
- xii) The agency shall maintain and provide all necessary documentation, registers and records in connection with the performance of Food Court.
- xiii) The agency shall arrange to issue Identity Cards to all his staff, through Security Desk of OCAC, which has to be produced for inspection as and when required by OCAC.
- xiv) The staff deployed by agency shall be properly dressed in neat and tidy uniform. They shall be courteous, well mannered and attentive. They should be conversant with the tenets of the trade. One site Manager and one supervisor with decision taking capability as well as authority along with adequate service staff should be present in the dining areas during the service hours on working days as also on weekends / public holidays if services are required during such days.
- xv) The agency shall organize medical examination of all the staff before initial deployment which will be repeated on a yearly basis. Any person found to be medically unfit or unsuitable shall have to be removed by the agency from the services and suitable replacement shall have to be arranged forthwith.
- xvi) Electronic billing machine for token /billing system is mandatory at Food Court.
- xvii) The agency should ensure that the, kitchen air exhaust system should be separated from the existing building AHU.

5. General Eligibility Criteria of the Agency

1. The agency have an experience of running a Food Court/ Cafeteria/Restaurant at least 3 years, in the Govt. Sector/ PSUs/ Educational Institutions/ Reputed private institutions is eligible to apply who can cater to the needs of employees/officers/staff/students of OCAC as per the requirement.
2. Bidder should not be black listed/debarred by the Institute or any other agency for a period of one year from the last date of submission of this tender. Declaration regarding blacklisting/debarring.
3. Average annual turnover of the agency should be minimum 50 lakhs & above for last three financial years.
4. Interested bidder should be registered with The Food Safety and Standards Authority of India (FSSAI)

5. The agency must be registered with ESI/PF authorities and must have labor license for minimum 10 persons.
6. The track record of the bidders should be clean and it should not have any involvement in illegal activities or financial frauds. Bidder must be accompanied with declaration to this effect on letterhead of the bidders.

It may be noted that documentary evidence in respect of all above points would be essential. Tenders not accompanied by documentary evidence in respect of any point would not be considered and will be rejected

6. Technical Bid Evaluation Criteria

The agency needs to submit the below documents as a part of technical bid evaluation process.

1. Copy of Registration of the Shop/Agency/Firm/Company issued by the Nagar Nigam/concerned authority of the State Shops and Commercial Establishment Act. Self attested documentary proof should be provided.
2. Quality certificate or any other certificates / license as applicable may be submitted.
3. Copy of PAN and GSTIN.
4. Signed Declaration as per Annexure-I
5. Copies of the work order for similar work executed.
6. Copy of the audited balance sheet Statement for the last three years duly certified by Chartered Accountant.
7. Details of experience in running a Food Court/Restaurant/Hotel or related field at least for a period of minimum three years before the date of tender.

6. Two Bids System

Sealed tenders are invited in two bid system i.e. General & Technical Bid in one sealed envelope and Financial Bid, in separate sealed envelope. The period of contract will be initially for five years and extendable on the basis of satisfactory services, to be decided by OCAC Management. However, continuance of contract will be subject to performance review done by appropriate authority.

In the event of unsatisfactory services rendered by the Agency, the contract may be cancelled by OCAC, by giving three months of notice period under the following circumstances.

- In case of unsatisfactory/unhygienic quality of food items.
- In case lapses in service or any breakage/shortage.
- In case good quality / branded raw material is to be used for the preparation of food.
- Any lapses with regard to cleanliness, hygiene & quality of raw material used for cooking.

The tender details are available at **OCAC websites “<http://www.ocac.in>, www.odisha.gov.in”**

The bidders can download the tender documents from the website and should attach a separate DD/Pay Order of Rs.5600/- (Non-refundable, including GST @ 12%) as tender cost, from any scheduled commercial bank in favor of Odisha Computer Application Centre payable at Bhubaneswar, along with the bid document. The tender document, downloaded from the OCAC website will not be considered without tender fee.

The completed tender is required to be submitted along with the E.M.D. of Rs. 25,000/- (Rupees twenty five thousand only) in the form of DD from any nationalized/scheduled commercial bank in favor of Odisha Computer Application Centre payable at Bhubaneswar. The EMD in the form of DD should be kept with the General & Technical Bid. **The last date to submit the completed tender in the tender box available at ground floor, OCAC on or before xx: xx PM on xx.xx.2019.** The General & Technical Bid in one sealed envelope and Financial Bid in another sealed envelope, with **“General & Technical Bid”** and **“Financial Bid”** super scribing on the envelope. These two sealed envelopes shall be kept in another sealed cover with **“Tender for OCAC Food Court”** subscribed on the envelope. The name and address of the agency/firm must be mentioned on each envelope. **The General & Technical Bids will be opened on 25.09.2019 at 3:00 PM**, in the presence of the bidders or their authorized representatives. The date to open the Financial Bid will be announced on the same day. Incomplete tenders and those without proper E.M.D. shall be summarily rejected.

7. Terms and Conditions for the award of Contract ‘OCAC Food Court’

1. The contract will be awarded on the following basis:-
 - A. Bidders who qualify in General & Technical Bids and fulfill the eligibility criteria and get highest marks **(as per Annexure-G4)**, after evaluation of tender documents followed by presentation will be selected to Set-up, Manage and Operate Food Court at OCAC Tower inside OCAC Campus.
 - B. In agreement with the terms and conditions enclosed in the tender form and also
 - C. Agree with the condition mentioned in this bid, for all/majority of items to be supplied at OCAC Food Court.
 - D. Tenderer will have to enclose DD of earnest money with General Bid which will be refundable only in case of acceptance of the offer.
2. Tenders shall be submitted in official tender form only. If submitted in any other form the same shall be summarily rejected. No tenderer shall be issued more than one tender form.
3. Tenders received without prescribed Earnest Money Deposit (EMD) shall not be considered.

4. The schedules issued with the form of tender listing the menus etc. for Food Court to be rendered, must not be altered by the tenderer.
5. No paper shall be detached from the tender.
6. The name and address of the tenderer with rubber stamp shall be clearly written in the space provided and no overwriting corrections, insertion shall be permitted in any part of the tender unless duly countersigned by the tenderer. The tender should be filled in and submitted in strict accordance with the instructions laid down herein otherwise the tender is liable to be ignored.
7. The tender is liable to be ignored if complete information is not given there in or if the particulars and data (if any) asked for in the Schedule to the tender are not filled in.
8. Individual signing the tender or other documents connected with the tender must specify whether he signs as :-
 - (i) A sole proprietor of the concern or constituted attorney of such sole proprietor.
 - (ii) A partner of the firm if it is a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and refer to arbitration disputes concerning the business of the partnership either by virtue of partnership agreement or by a power of attorney duly executed by the partners of the firms.
 - (iii) Director or Principal Officer duly authorized by the Board of Directors of the company.
9. In case of (ii) a copy of the partnership deed or general power of Attorney, in either case attested by a Notary Public should be furnished or an affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished. The attested copy of the certificate or registration of firm should be attached along with the tender papers. In case of partnership firm. Where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by all the partners of the firm. In case of (iii) the person signing the tender should be authorized by a resolution passed by the board of directors and a copy of the resolution attested by the Principal Officer should be attached.
10. The tender submitted in sealed envelopes mentioned "Tender for OCAC tower Food Court" addressed to "The General Manager, Odisha Computer Application center, Bhubaneswar". Submit the completed tenders in the Tender Box available at Ground Floor of OCAC on or before 4:00 PM on 25.09.2019. The tenders will be opened on the same day at xx: xx hrs, in the presence of such of the tenders who may wish to be present, either by themselves or through their authorized representatives.

11. A demand draft of Rs.25,000/- (Rupees Twenty Five Thousand Only) is required to be deposited as an Earnest Money Deposit from any scheduled bank in favor of Odisha Computer Application Centre payable at Bhubaneswar. The Earnest Money deposit of the successful tender shall be liable to be forfeited if he does not fulfill any of the following conditions.
 - (i) An agreement not signed by him in the prescribed form within 10 (Ten) days of the receipt of the letter awarding the contract.
 - (ii) The Food Court shall not commence within 30 (Thirty) days of the receipt of the letter awarding the contract.
12. The bids should be valid in the case of all the tenders for at least 3 months from the date of opening of the tender and if any tenderers withdraws or alters the terms of the tender during the period, the Earnest Money Deposit shall be forfeited. In the case of the successful tenderer, rates quoted shall be valid for the entire period of the contract.
13. Corrections, if any, in the tender must be attested.
14. Late tenders will not be considered.
15. OCAC reserves the right to accept or reject any or all the offers either fully or partly without assigning any reasons and is not bound to accept the highest maintenance charges offered, since due weightage shall be given to several factors besides the Commercial bid.
16. The contract will be operative for five years from the date of award, extendable by the OCAC for another period of one year subject to satisfactory services and to be decided by OCAC Management.
17. The agency will have to provide a list of workers who will be working at OCAC Tower Food Court and provide complete details about them. The agency will also provide police verification and medical report of all his/her workers working within OCAC Campus.
18. The agency will have to submit an affidavit at the time of signing the agreement indicating that all employees of the agencies are paid the minimum wage as per Minimum Wages Act of Govt. of Odisha.
19. The agency shall obtain all the requisite licenses including under Prevention of Food Adulteration Act, 1954 and Contract Labour (Regulation & Abolition) Act, 1970 and any rules framed hereunder and under other applicable laws issued by the concerned Labour Department etc, for running the establishment.

20. The agency should have license/permit/approval etc. from the concerned statutory authority or any other authority concerned for carrying out this type of work. They must also have necessary license to engage labour under the labour laws. (Copy of relevant Documents to be submitted)
21. The agency shall take all precautionary measures to ensure the safety of the workmen employed by them and OCAC will not be responsible in case of any eventuality.
22. The agency will be solely and exclusively responsible to adhere to meet out all statutory obligations under Indian law in respect of compliance of all the rules, regulations and directions given by a statutory authority with regard to safety, labour laws, remittance or any other prevalent laws both of Central & State Enactments.
23. The agency will also submit a medical certificate on half yearly basis that all his/her employees handling food are not having any contagious diseases.
24. The agency will ensure neat and clean clothes and aprons used by his/her employees handling food at all times. Every employee so appointed by the agency shall wear the prescribed uniform. The said uniform shall be provided by the Agency at his own cost. The Food Court workers will bear the Identity Card issued by OCAC, Bhubaneswar during the working hours.
25. The Food Court shall remain open from 8:00 A.M. to 8:00 P.M, all days in a week. However, depending on the exigencies, the agency may be required to keep the Food Court open or close as per requirement of OCAC. Food Court will be closed on National Holidays.
26. The agency will occupy the accommodation earmarked for Food Court and kitchen and shall not occupy any other space.
27. The agency will ensure that his/her employees do not loiter around in the campus. In case of any loss of OCAC caused by the employees of the agency, the agency will be responsible.
28. OCAC reserves the right to ask & require the agency to remove any person deployed by the agency without assigning any reasons of notice.
29. The agency will ensure high standard of cleanliness, hygiene and sanitation in the kitchen and Food Court. The agency will make the arrangements for keeping all eatables in covered showcase, free from flies and insects. Adequate numbers of dustbins will be provided by the agency to ensure proper disposal of garbage. There should not be any littering of unused food or any other articles within the Food Court. The Agency will also ensure that no used utensils viz cups, thalies etc., are lying in the OCAC Campus and these should be removed immediately.

30. The agency will ensure that the cooks have proper shave and clipped nails while cooking food and should wear apron and head gear.
31. The agency will ensure that the cooked and uncooked food is stored properly and no stale food is served. In case of any food poisoning, the agency will be held solely responsible and will be penalized beside legal action.
32. The raw materials used for cooking can be checked by OCAC officials at any time and if substandard/unauthorized materials are found, the agency will be penalized at the discretion of OCAC and agency will have to abide by it. The penalty will include at least Rs.5000/- in case if it is found using sub standard material.
33. The agency will be required to display the rate list of all the food articles, soft drinks, tea, coffee and juice etc. sold in the Food Court.
34. The Agency should have sufficient equipment & crockery and other items normally required to cater to at least 300 - 500 persons at a given time. He should have sufficient utensils, crockery and other infrastructure to provide the service and also for Buffet Lunch/High Tea, as and when required.
35. The Agency should take all safety measures while running Food Court. He will keep a First-Aid box for the persons deployed to work in Food Court.
36. The Agency shall not deploy any minor for the Food Court work.
37. The Agency shall abide by all laws of the land including labor laws, tax deduction liabilities, and welfare measures of its employees.
38. The different items shall be as per list enclosed. The Agency intends to serve eatables not specified in the enclosed list; the same must be with the approval of rates by Committee of OCAC officials.
39. The administrative officer of OCAC or its authorized representative/Food Court committee member (s) may inspect the preparation of food etc. on time to time.
40. In the event of unsatisfactory services rendered by the Agency, the contract may be cancelled by OCAC by giving three months of notice period.
41. No responsibility will be taken by the OCAC for credit sales to losses or pilferage.
42. No legal right shall vest in the agency's workers to claim employment or otherwise absorption in neither OCAC nor the agency's workers shall have any right whatsoever to claim the benefit and/ or emoluments that may be permissible or paid to the employees of OCAC. The workers will remain the employees of the agency and this

should be the sole responsibility of the agency to make it clear to its workers before deputing them to work at OCAC.

The agency shall not engage the services of any sub agency or transfer the contract to any other person. If, it is found at any time that the agency is unable to provide the Food Court and has sub contracts to any other party, OCAC has right to terminate the contract and to forfeit all security deposits by giving one months notice.

Firms submitting tender would be considered to have read & accepted all terms & conditions. No enquires verbal or written shall be entertained in respect of acceptance or rejection of the tender.

The bidder should indicate the name of the firm / firms along with location where they are currently having business with them and which can be seen by the OCAC Officials. A satisfactory report issued by such organization/s must be enclosed with the bid.

The Agency shall make good all damage/loss which may be caused by any act or default of the Agency, his agents or servants or workers to any Institutes property of Institute with the option to have damage or loss otherwise made good by charging the Agency with the expenses.

Without prejudice to right under any other Clause of the contract, the OCAC may in the event of any breach of the conditions on the part of the Agency cancel the Contract and charge the Agency with any loss arising from such cancellation.

Dispute if any, arising out of the contract shall be settled by mutual discussion or arbitration by sole Arbitrator to be appointed by CEO, OCAC Bhubaneswar as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed there under. All Legal disputes shall be subject to jurisdiction of Bhubaneswar Court only.

The agency shall inform to the Administration department of OCAC any changes of the Food Court workers, if required, made by him along with their Police verification and Medical report.

The agency shall submit duly signed undertaking enclosed with the tender document.

Pre-Bid Queries Format

RFP ENQ. No.OCAC-CAD-05/2017-19035

Name of the Agency/Firm:

Tender Fee Receipt No. _____ Dated _____ for Rs. _____/-

Name of Person(s) Representing the Agency/Firm:

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Agency/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

Sl.No.	RFP Page No.	RFP Clause No.	Clause Details	Query / Suggestion / Clarification

Annexure: G-1
(To be in company letter head)

Acceptance of Terms & Conditions Contained In the RFP Document

RFP Enquire No: _____, Date: _____

To

The General Manager (Admn)
Odisha Computer Application Centre,
OCAC Building, Plot No. N-1/7-D
Acharya Vihar Square, RRL Post Office
Bhubaneswar – 751013

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP No: _____, regarding for selection of Agency to Setup, Manage and Operate Food Court at OCAC Tower inside OCAC Campus.

I declare that all the provisions of this RFP document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Signature of witness

Date:

Place:

Signature of the Bidder

Date:

Place:

Annexure: G-2
(To be in company letter head)

Technical Bid Document

Sl.No.	Description	To be Filled By the Bidder
01	Name of the Tenderer	
02	Details of the Tender Cost	Rs..... With DD no -----
03	Details of EMD	Rupees..... DD No Issue Branch

04. Details of Experience of last 3 years in similar Business

Sl. No.	Period		Organization/Agency	No of customers handled
	From	To		

Note: - Performance certificate from concern organizations must be attached

5. IT return (copy of last 3 years must be attached)
6. Registration of VAT and Service tax (Copy must be attached)
7. PAN no of registered firm -----Copy to be attached
8. Copy of financial statements (copy with CA attested must be attached)
9. VAT registration no
10. Please Specify as to whether Tenderer is Sole Proprietor/Pvt. Ltd. /Partnership firm
(Name
of the partner should be specified In this case).

Signature of the Bidder
Date with Stamp

Annexure: G-3
(To be in company letter head)

Financial Bid Format

(Keep this Financial Bid in Separate Sealed envelope)

1. Name of Firm / Proprietor :-

2. Quote the rate in view of initial infrastructure setup, facilities & maintenance provide by the Agency as mentioned in this RFP document for a period of 5 Years.

Rupees In Words

I have understood completely about this tender document and the terms and conditions therein. I agree to sale the eatables and packaged (Snacks /Lunch) on the rates mutually agreed by OCAC & Agency. I have also understood that I have to maintain quality of eatable, especially in (Breakfast/Snacks/Lunch/Dinner) served to meet the quality.

Signature of the Bidder
Date with Stamp

Annexure: G-4

Sl. No.	Evaluation criteria based on the supporting documents submitted by the Agency	Max Score	Marks Obtained
1)	Copy of Registration of the Shop/Agency/Firm/Company issued by the Nagar Nigam/concerned authority of the State Shops and Commercial Establishment Act. Self attested documentary proof should be provided.	10	
2)	Average annual turnover of the agency should be minimum 50 lakhs & above for last three financial years.	10	
3)	Agency Food Safety and Standards Authority of India (FSSAI) Certificate	10	
4)	Proof of document for registered with ESI/PF authorities and labor license for minimum 10 persons.	10	
5)	Food Court/ Cafeteria/Restaurant experience related to Government Client i) No. of experience in last 3 years - More than 2 experiences : 10 Marks	10	
A.	Technical Presentation [50 Marks] Each bidder will be given a time slot of 20 minutes to demonstrate Presentation on Proposed Solutions and capability of the bidder to execute the Project Successfully.		
1)	Understanding of the Scope of Work	05	
2)	Design, Layout Plan of the Food Court & Interior Furnishings	15	
3)	Manpower Provision and Operation Plan	05	
4)	Sample test of Food (Starters & Snacks)	25	

❖ The bidder is required to explain in details through a presentation about their understanding to setup, design, manage and operate the food court for a period of 5 years.

❖ Bidder needs to offer at least 5 different types of Starters & Snacks (at least two non-veg item) prepared by them in front of the committee member for the test of food items and conclude the final decision.

Agreement

To

The General Manager
Odisha Computer Application Center
Acharya Vihar Square
Bhubaneswar, Odisha

Ref. Your RFP Enquire No: ENQ. No.OCAC-CAD-05/2017-19035, Date: 08.09.2019

Sir/Madam,

I/We the undersigned (hereinafter known as "The Agency") hereby apply for grant of contract for running the Food Court at OCAC Tower inside OCAC Campus Bhubaneswar.

I/We have gone through all the Terms and conditions and also the schedule of items as enlisted by you in your Notice Inviting Tender for the subject under reference.

I/We, hereby confirm that we have understood all the Terms and Conditions and confirm my/our commitment to abide by them. In case of any discrepancy/dispute or wrong/incorrect nomenclature in the schedule, the decision of OCAC shall be final.

I/We also confirm my/our commitment to provide the material as enlisted in schedule of item with your Notice Inviting Tender under reference.

I/We have experience of ____ years for running Food Court in a Government Sector/PSU/Educational Institutions / Private Institutions at places/offices at:

I/We enclose herewith Experience Certificate duly signed by Principal/Director/Manager of _____.

I am/we are enclosing herewith a DD bearing Sl.No._____dated _____ (Bank Name _____) Branch Name _____) for Rs. 25,000/- drawn in favour of "Odisha Computer Application Center".

I/We understand that the amount will be forfeited, if the applicant who is awarded the contract refuses to accept the contract.

I/We understand that I/We shall have to deposit a Performance Bank Guarantee (PBG) of Rs. 1, 00,000/- as refundable security deposit in favour of Odisha Computer Application Centre

(OCAC) from any nationalized/scheduled bank before signing the "Agreement", in case I am/we are awarded the contract. This deposit will not bear any interest and shall be refunded on termination of contract after adjusting dues, if any.

In case the contract is awarded to me/us, I/We shall sign an agreement within 10 days (on a non-judicial stamp of paper prescribed value) of the receipt of the letter awarding the contract.

I/We _____ S/o _____ R/o(local address) _____
Permanent Address _____ solemnly state that I/We have not so far been black listed by any of the institutions/Offices in which I/We have worked/run Food Court. Date this _____ day of _____.

Signature of Agency Address:
