

E-TENDER DOCUMENT

**FOR VISITORS' SERVICES OPERATION OF CAFETERIA
FOR SELLING OF FOOD ITEMS AT
REGIONAL SCIENCE CENTRE
PANDIT JAWAHARLAL NEHRU MARG
BHUBANESWAR- 751013**



Ministry of Culture
Government of India



(National Council of Science Museums)

संस्कृति मंत्रालय, भारत सरकार

Ministry of Culture, Government of India
33, Block – GN, Sector – V
Bidhannagar, Salt Lake City
Kolkata – 700 091

E-Tender No: I-17012/24(Cafeteria)

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

**INSTRUCTIONS TO THE TENDERERS/BIDDERS FOR E-SUBMISSION OF BIDS
ONLINE THROUGH E-PROCUREMENT SITE
<https://eprocure.gov.in/eprocure/app>**

This tender document has been published on the Central Public Procurement (CPP) Portal (URL: <https://eprocure.gov.in/eprocure/app>). The tenderers /bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the tenderers/bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION:-

- 1) Tenderers/bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Click here to Enrol**” on the CPP Portal. Enrolment is free of Charge.

As part of the enrolment process, the tenderers/bidders will be required to choose a unique username and assign a password for their accounts.

Tenderers/bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the tenderers/bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

Only one valid DSC should be registered by tenderers/bidders. Please note that the tenderers/bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID & password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS:-

- (a) There are various search options built in the CPP Portal, to facilitate tenderers/bidders to search active tenders by several parameters. These parameters could include organization name, location, date, value, etc. There is also an option of ‘**Advanced Search**’ for tenders, wherein the tenderers/bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

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- (b) Once the tenderers/bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective “My Tenders” folder. This would enable the CPP Portal to intimate the tenderers/bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- (c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:-

- (a) Tenderer/bidder should take into account any corrigendum published on the tender document before submitting their bids. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and contents of each of the document that need to be submitted.
- (b) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally they can be in PDF/XLS/RAR/DWF formats as mentioned. **Bid documents may be scanned with 100 dpi with black and white option.**
- (c) To avoid the time and efforts required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the tenderers/bidders. Tenderers/bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting the bid just by tagging and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:-

- 1) Tenderer/bidder should log into the site well in advance for bid submission so that he/she uploads the Bid in time i.e. on or before the bid submission time as per the system. Bidder will be responsible for any delay due to other issues.
- 2) Tenderer/bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Tenderer/bidder has to select the payment option as “offline” to pay the EMD and enter details of DD/any other accepted instrument.

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- 4) Tenderer/bidder should prepare the EMD instrument as per the instructions specified in the tender document. Scanned copy of DD/any other acceptable instrument as mentioned towards EMD should be uploaded while online submission of the tender and the original should be posted/couriered/given in person to the Tender Processing Section latest by the last date and time of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the Scanned copy and the data entered during bid submission time otherwise the Tender will be summarily rejected.
- 5) The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the tenderers/bidders. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 6) Tenderers/bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard **Offer Sheet** in .xls format with the tender document, which is to be downloaded and to be filled by all the tenderers/bidders. Tenderers/bidders are required to download the **Offer Sheet** file, open it and complete the green coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Tenderer/bidder). No other cells should be changed. Once the details have been completed, the tenderer/bidder should save it and submit it online, without changing the filename. If the **Rate Quote Sheet** file is found to be modified by the tenderer/bidder, the bid will be rejected. In e-Tendering, intending tenderer/bidder can quote their rate in figures only. The total amount is generated automatically. Therefore, the rate quoted by the tenderer/bidder in figures shall be taken as correct. The Comparative Statement is also generated automatically by the system. The Comparative Statement and rate quoted by each tenderer/bidder shall be downloaded. **The manual calculation check of tenders/bids and Comparative Statement, shall be final. In case, any discrepancy is noticed, the decision of appropriate authority of museum/centre shall be final and binding.**
- 7) The server time (which is displayed on the tender's/bidder's dashboard) will be considered as the standard time for referring the deadlines for submission of the bids by the tenderers/bidders, opening of bids etc. The tenderers/bidders should follow this time during bid submission. The tenderers/bidders are requested to submit the tenders/bids through online e-tendering system to the **Tender Inviting Authority (TIA)** well before the bid submission end date & time (as per Server System Clock).
- 8) All the documents being submitted by the tenderers/bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

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- 9) The uploaded tender documents become readable only after the tender opening by the authorized tender/bid openers.
- 10) Upon the successful and timely submission of tenders/bids, the portal will give a successful tender/bid submission message & a tender/bid summary will be displayed with the NIT/tender/bid no. or Name of Work and the date & time of submission of the tender/bid with all other relevant details.
- 11) The tender/bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any tender/bid opening meetings.

ASSISTANCE TO TENDERERS/BIDDERS:-

- (a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the **Tender Inviting Authority (TIA):**

**THE DIRECTOR,
CENTRAL RESEARCH AND TRAINING LABORATORY
(NATIONAL COUNCIL OF SCIENCE MUSEUMS)
33, Block-GN, Sector-V, Bidhan Nagar, Kolkata-700 091**

**Tel. No. (033) 2357-0850 / 3951 / 5545 / 9347
(Administration Section Extension No: 267 / 268/ 269)**

Website : www.ncsm.gov.in;

Email : admncsmhgrs@gmail.com or bbsrrsc@gmail.com

- (b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk Ph. **1800-3070-2232.**

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Regional Science Centre
(National Council of Science Museums)
Pandit Jawaharlal Nehru Marg
Bhubaneswar - 751013

NOTICE INVITING e-TENDER (e-NIT)

No. I-17012/24 (Cafeteria)

Dated: 18.04.2024

Regional Science Centre, Bhubaneswar is a constituent unit of National Council of Science Museums (NCSM), Kolkata*, which functions under the Ministry of Culture, Govt. of India. (*hereinafter referred to as the **Licensor**).

General terms & Conditions:-

Online e-tenders are hereby invited from reputed and established restaurants, caterers and similar agencies having at least 5 years working experience in catering and canteen operation for providing visitors' service by way of "Operation of Cafeteria for selling of food items" at Regional Science Centre, Pandit Jawaharlal Nehru Marg, Bhubaneswar-751013, a satellite unit of National Council of Science Museums on "leave and license basis" on payment of Annual License Fee (50% of the offered license fee within three days from the date of order and the balance amount within one month from the date of execution of the agreement. Besides, GST at the applicable rate will be payable).

1. The tenderer should fulfil the following eligibility criteria:-

- (i) Should be in possession of:
 - (a) Trade License
 - (b) Valid License issued by Food Safety & Standard Authority of India (FSSAI)
 - (c) PAN Card [in the name of firm/agency or proprietor]:
 - (d) Valid Income Tax clearance certificate
 - (e) Registration under the Shops & Establishment Act
 - (f) GST Registration.
- (ii) Tenderers shall have at least 5 years of working experience in catering/canteen operation.
- (iii) The Technical Bid must contain the details of information of the Agency/Bidder, as per **Annexure – IV**.

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2. Important Information & Dates:

EMD Amount	Rs.10,000/- (Rupees Ten thousand) only
Tenure and validity	Initially for a period of one year. The contract may be renewed on year-to-year basis for a maximum period of 03 years (including first year) at the discretion of the authorities of NCSM, Kolkata, subject to increase of license fee by 10% every year.
Bid Document Publishing Date & Time	19.04.2024 (12.00 PM)
Bid Document Download Start Date & Time	19.04.2024(12.00 PM)
Bid Document Download End Date & Time	06.05.2024(12.00 NOON)
Bid submission Start Date & Time	18.04.2024 (6.00 PM)
Bid submission End Date & Time	06.05.2024 (12.00 NOON)
Bid Opening (Technical) Date & Time	07.05.2024 (12.00 NOON)

3. The intending tenderers/bidders must read the terms and conditions of the contract carefully. They should submit their bid only if they only consider themselves eligible as per the laid down criteria and if they are in possession of all the documents/registrations required.
4. Information and Instructions for tenderers/bidders posted on website shall form a part of the bid document.
5. The bid document consisting of guidelines for visitors' service by way of "Operation of Cafeteria for selling of food items at the centre" on "leave and license basis" to be fulfilled and the set of Terms and Conditions of the contract to be complied with other necessary documents can be seen and downloaded free of cost from <https://eprocure.gov.in/eprocure/app>.
6. Out of the online bid documents submitted by intending tenderers/bidders, the **technical bids** of only those tenderers/bidders shall be opened, who have deposited Earnest Money Deposit, as specified above duly scanned, uploaded and found in order. The **financial bids** of only those tenderers/bidders shall be opened whose uploaded documents are found to be in order.
7. Those agencies not registered on the website mentioned above, are required to get themselves registered beforehand.

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8. The intending tenderer/bidder must have valid Class II or Class III Certificates with signing key usage (DSC) to submit the bid.
9. The e-Tenders are invited under two envelopes system. The first electronic envelope will be named as Technical Bid Envelop & will contain documents of tenderer's/bidder's satisfying the eligibility conditions, scanned copies of EMD, NIT, and the second electronic envelope will be named as Financial Bid Envelope containing Rate Quote Sheet with detailed break up of rate. The bidder shall submit **TECHNICAL BID ENVELOPE** and **FINANCIAL BID ENVELOPE** simultaneously. The technical bids will be evaluated first and thereafter financial bids of only the technically eligible tenderers/bidders shall be opened. These envelopes shall contain one set of the following documents:-

a) **TECHNICAL BID ENVELOPE** shall contain the following documents:

- i) Scanned copy of Demand Draft/Pay order or Banker's Cheque of any Nationalised/ Scheduled Bank/proof of online payment to NCSM Account as per the details below towards **Earnest Money Deposit (EMD)** in .PDF format in favour of **National Council of Science Museums** payable at **Kolkata**

Name of the Account Holder	National Council of Science Museums
Account No.:	164201000000491
004210200046914	
IFSC Code : IBKL0000042	IOBA0001642
Bank Name: IDBI Bank	Indian Overseas Bank
Branch : Unit IX Bhubaneswar	Salt Lake, Sector-V, Kolkata-700 091

(Physical bank demand draft/pay order/banker's cheque may be submitted to **Regional Science Centre, Bhubaneswar on or before 06.05.2024 at 12.00 NOON.**

- ii) Scanned copies for the proof of eligibility as per Clause No.1 (i) along with work experience documents viz. **Work Order/Letter of Intent** issued by Govt./Semi-Govt./Autonomous/PSUs and/or Reputed Institution/Corporate bodies with appropriate Authority (**as per Annexure – III**) of the NIT in PDF format.
- iii) Scanned copy of undertaking (**as per Annexure-“I”**) duly signed with agency seal in PDF format which also includes the undertaking that “The physical EMD shall be deposited by us with the office of Regional Science Centre, Bhubaneswar calling the bid before the bid opening otherwise the tender/bid shall be rejected.
- iv) Scanned copies of Trade License, PAN Card, GSTIN Certificate and Income Tax Returns for last three years in PDF format.
- v) Scanned copy of the filled in form of details of information of the agency/ bidder (**As per Annexure – IV**)
- vi) Scanned copy of the undertakings as per Annexure II and Annexure III duly signed with official stamp.

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- b) **FINANCIAL BID ENVELOPE** shall contain:
- (i) Rate Quote Sheet in .XLS format.
10. E-tenders which do not fulfil any of the above conditions or are incomplete in any respect are liable for **summary rejection**.
11. The Authority/Licensor does not bind itself to accept the highest e-tender/bid and has the right to reject or accept any or all the e-tenders/bids; received without assigning any reason whatsoever.
12. Canvassing in connection with e-tenders/bids is strictly prohibited and the e-tenders/bids submitted by the tenderers/bidders that resort to canvassing will be liable to rejection on that ground alone.
13. E-tenders incorporating **additional conditions** are liable to be **rejected**.
14. The tenderer(s) **must declare** in writing that neither he nor any of their Directors/Partners are in anyway related to any officer in the National Council of Science Museums, Kolkata, or any of its constituent units as per the format given in **Annexure – I**.
15. Apart from GST as specified above any other tax in respect of this contract shall be remitted as per the applicable rates that may be prescribed by the Government of India from time to time.
16. For the purpose of opening of the e-tenders/bids as described in Clause 10 of the Notice Inviting e-tender, it is clarified that the **Technical Bid** will be opened only on receiving the **EMD, physically in the centre together with signed copy of the e-tender document** before the bid opening date. After the authority of centre is satisfied that the documents in the Technical Bid Envelope are in order, the **FINANCIAL BID ENVELOPE** shall be opened, subsequently by the duly constituted Tender Evaluation Committee (TEC) of the National Council of Science Museums.
17. It may be noted that the Technical Bid which are not found in order as per the requirement of the Centre shall be summarily rejected.
18. Earnest Money is liable to be forfeited if the successful e-tenderer/bidder selected for “Operation of Cafeteria for selling of food items at Regional Science Centre, Bhubaneswar” on “leave and license basis” fails to take up the work and sign the formal agreement within 07 days from the date of issue of Award of License to them by the Centre.
19. The successful tenderer will be awarded the work for “Operation of Cafeteria for selling of food items at Regional Science Centre, Bhubaneswar” on “leave and license basis” and given stipulated time which shall be counted from the

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date of issue of the Award of License. During this intervening period, the successful tenderer shall mobilise their men, material and resources for commencing the required services.

20. The validity period of the e-tender shall be **06 (Six)** months from the date of opening of e-tenders. This period may be extended suitably if the decision regarding issue of Letter of Intent is delayed for any reason.

**Regional Science Centre
(National Council of Science Museums)
Pandit Jawaharlal Nehru Marg
Bhubaneswar - 751013**

Appendix to e-NIT

1. SUMMARY OF CONDITIONS OF CONTRACT

Tenure of the Contract : Initially for a period of one year. The contract may be renewed on year-to-year basis for a maximum period of **03 years** at the discretion of the authority of NCSM subject to increase of **license fee by 10% every year.**

Earnest Money to be deposited with the e-tender : **Rs.10,000/-**

2. SECURITY DEPOSIT / RETENTION MONEY : Minimum **10%** of the annual License Fee of the Contract.

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Pandit Jawaharlal Nehru Marg
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**VISITORS' SERVICES OPERATION OF CAFETERIA FOR
SELLING OF FOOD ITEMS AT REGIONAL SCIENCE
CENTRE, BHUBANESWAR**

E-Tender No: I-17012/24(Cafeteria)

**TERMS AND CONDITIONS FOR RENDERING SERVICES FOR RUNNING CAFETERIA ON LEAVE
AND LICENSE BASIS IN REGIONAL SCIENCE CENTRE, BHUBANESWAR**

01. The Centre will permit the licensee to use (i) a vacant space in the ground floor of the Regional Science Centre, Bhubaneswar building and (ii) the Visitor's facility area in the Science Park area as "Cafeteria" in the Regional Science Centre, Bhubaneswar. The Licensee will also be permitted to use a Temporary Kiosk to be erected by the Licensee at his cost in the Science Park area of the Centre. The location, size, layout and design of the Kiosk shall be got approved by the Centre. This Kiosk shall be used only for vending dry snacks, cold beverages and packed food items.
02. The licensee shall pay in advance to the Regional Science Centre, Bhubaneswar/licensor a non-refundable license fee of **Rs.annually** for such use and facilities provided for, more fully described in the **Schedule** of Agreement and also pay for the electricity, water charges at actual and solid waste collection charge for an amount of **Rs.5,000/- per month** (present charges) to BMC (Bhubaneswar Municipal Corporation). For this purpose, separate energy meter and water meter will be provided. However, in the absence of such meters, the licensee will have to pay electricity and water charges at a rate mutually agreed and calculated on the basis of average consumption. The water and electricity that will be supplied to the licensee from the licensor's source for which the licensor shall take reasonable care to maintain adequate supply but the licensor shall not be liable for any damage or loss which may be caused by any deficiency in water or electric supply and the licensee will not be liable to any remission or compensation for such damage.
03. The licensee will not use the said space and facilities provided specifically for the purpose of rendering services for running cafeteria on leave and license basis in Regional Science Centre for any purpose other than the purposes specifically agreed upon. The licensee shall not sublet this contract either in part or in whole by any means whatsoever.
04. The license will be **valid for one year, which can be extended on year to year basis for a maximum period of 3 years'** subject to satisfactory operation as per the agreed terms and conditions and further subject to the condition that the Licensee shall agree to increase License Fee by **10%** on

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year to year basis. This agreement is liable to be cancelled at any time if the licensee fails to abide by the agreed terms and conditions.

05. Regional Science Centre, Bhubaneswar will not provide any refrigerator, cooking gas, hot case or any other equipment for use by the licensee.
06. The licensee shall install necessary equipment and provide utensils, crockery, cutlery and LPG connections for smooth running and service of the Cafeteria. Coal, wood or other smoke generating fuels will not be allowed to be used in the Cafeteria.
07. The foodstuff to be prepared by the licensee shall be made under good hygienic conditions and the standard of hygiene must be strictly maintained. The licensee shall abide by the local Municipal laws relating to sale of food etc. The licensor shall have the full liberty to call absolute tidiness, cleanliness of the maintenance of the equipments, furniture, fixture that may be provided as facilities to the licensee for the services as servers, cooks etc. and to request the licensor to replace or change such person or persons within 48 hours' time. Mandatory tea and snacks (like samosa/bread pakoda etc.) should be served to the staff members at their working areas twice a day i.e. once in morning and once in evening.
08. The licensee shall do its best to keep the Cafeteria area free from insects, mosquito and house-fly. The premises of the Cafeteria shall be inspected by the authorities periodically and if the premises are found unclean and sanitary arrangements unsatisfactory, the contract is liable to be cancelled.
09. The rates for sale of the foodstuff prepared in the Cafeteria will be decided by the licensee after obtaining approval from the authorities of the Centre before they are put up for sale. The approved rates shall be exhibited near the sale counter in English, Hindi and local language. *Once fixed and approved by the authorities, **the rates of the foodstuff will not be allowed to be enhanced within the next six months. However, the Licensee in no case shall undertake to sell the foodstuff beyond the MRP.***
10. The establishment of the licensee shall be separate from the establishment of the Centre for all purposes and in all respects and in no case any kind of liability of the licensee will be borne or shared by the Centre. The licensee shall be responsible for indemnifying the licensor for any such past, present or future liabilities.
11. The licensee shall not erect or install any temporary structure or fixture, apart from as mentioned in Sl. No. 1 of Terms and Conditions, without written approval of the licensor.
12. The licensee or any of his/her sales person shall **not** sell pan, pan-masala, tobacco or any alcoholic drink within the premises of the Centre.

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13. In respect of all persons engaged for rendering the services directly or indirectly by the licensee or under the licensee, the licensee shall be considered as their employer and the licensee shall also be considered as principal employer as per Contract Labour Regulation Act. The successful tenderers shall pay not less than fair wages and shall abide by all and every kind of legislation that are incidental to and concerned with such deployment of persons for the time being for carrying out and rendering the services for preparation, sale and serving for running the cafeteria.
14. The licensee shall observe duly at all times the provision of the employment of Children Act, the Shops & Establishment Act and any other enactment made in this regard from time to time.
15. The licensee is not permitted to assign or in any way transfer the right under this license to any other person or agency.
16. The licensee, for the purpose of fulfilling his obligations may deploy persons as their own employees as servers, cooks, etc who must be medically fit with no contagious diseases, shall have good character and fit for work in a public cafeteria where high quality service is expected to be provided. For such engagements, the licensee shall submit the names and credentials of his servants duly certified by the local police to the licensor for approval for the sake of security of the Centre. The licensor reserves the right for approval or rejection of any such engagements.
17. The licensee shall arrange to obtain various Licenses as required under the Law from various Government Departments which shall be renewed from time to time by the Licensee. The Licensor shall not be responsible for any legal consequences arising out the Licensee not complying with the conditions stipulated by the authorities while granting such Licenses.
18. The licensee is liable to pay compensation for any damage to the **Centre /Museum** properties caused by him or his staff. The extent of such compensation shall be determined by the authority of the Centre.
19. The licensee shall provide and maintain a service of breakfast, lunch and dinner for touring officers, council members and other VIPs according to menu and rate to be fixed by the licensee after obtaining approval of the Centre.
20. The licensee including all persons deployed or engaged by the licensee in any manner shall abide by the security norms and discipline of the Centre. The licensee and all such persons and his staff shall **not** reside inside the campus except in special cases emerging out of exigency, subject to prior permission from the licensor.
21. The licensee shall provide working Breakfast/Lunch/Dinner/Tea/Coffee services for participants in programmes organized by the Centre or in collaboration of the Centre at a rate to be fixed with the approval of the

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Centre authorities. However, for programmes other than mentioned above, the licensee shall have the freedom to charge rates as found suitable by him taking into consideration with the local market rates.

22. **The successful licensee shall have to** execute an Agreement/Deed of license (proforma for which is enclosed) within 3 (three) days from the date of the Work Order giving acceptance of his tender and **pay to the licensor 50% of the offered license fee within 3 (three) days from the date of such order and the balance amount within 1 (one) month from the date of execution of the agreement. The licensee shall also pay the license fee in advance at the time of renewal of contract for second & third year.**
 23. The charges for electricity and water at actual per month and solid waste collection charges @ **Rs.5000/- per month**, shall be paid by the licensee to the Centre. **Failure in payment of such charges within the 10th of every month will result in imposition of interest @ 1% of the bill value per week.**
 24. **The licensee will arrange to provide food stuff** to the staff members & touring officials of National Council of Science Museums and its units, **at concessional rate to be approved by the authorities of the Centre. The agency must serve food to the touring officials in the Guest House in a professional manner using good quality cutlery. The Breakfast at 8.00 a.m, Lunch at 01.00 p.m to 02.00 p.m and Dinner at 8.00 p.m.**
 25. The licensee shall provide necessary decent liveries & Identity Cards to the Cafeteria servants and they shall wear the same within the premises of the Centre while on duty.
 26. The licensee shall have to start the operation of the Cafeteria in full swing immediately on receipt of intimation to that effect from the licensor.
 27. **The licensee shall have to deposit to the licensor an additional sum equivalent to 10% of the license fee as security deposit** for the due and complete performance of the provision of the terms, conditions and agreement and for providing satisfactory service in canteen. This deposit shall be made online/bank draft and no interest will be paid on the deposit for the period the licensor retains it. **The security deposit shall be refunded to the licensee on completion of the period of the leave and license agreement, after deducting cost of damages, if any, at the discretion of the licensor.**
 28. The licensee shall comply with all and every requirements of the various statutory authorities for providing services for running the cafeteria.
 29. **The Leave & License arrangement does not confer on the Licensee possession of the premises as indicated under clause 1 of this NIT.**
 30. The Licensee shall not be entitled to claim possession over the area mentioned in the schedule of the Agreement of Leave & License and the
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possession thereof shall exclusively vest with the Licensor. The licensee shall be entitled to run the canteen/cafeteria in the specified area adhering to the working hours of the Centre, security instructions given from time to time and without any right to remain therein once the Centre is closed and is given to the security. The licensee undertakes that he/she/they shall not claim any tenancy right/lease hold right over the areas given under leave & license agreement and shall not do or cause to be done any act or omission to remain in unauthorized occupation once the currency of this leave and license agreement expires either by efflux of time or termination as per the terms and conditions stipulated in this agreement of leave & license.

31. Provided nevertheless that this agreement may be terminated by either party giving to the other not less than 3 calendar month's notice in writing in that behalf without assigning any reason thereof for which no damage or compensation shall be claimed by either party.
32. The licensee on completion of the specified term of license/contract or on termination of the licensee/contract shall peacefully vacate the premises of the centre and remove all their persons and materials from the centre within 3 days.
33. **If the licensee makes default in payment of license fee mentioned in Clause No.22, he/she/they is/are liable to pay to the licensor interest @ 18% monthly from the date of default to that of actual payment.**
34. **The licensor may on violation of the terms and conditions of the Agreement/Deed of License may at his discretion determine the agreement at any time after 15 days' clear notice and for such determination of agreement, the licensee will not be entitled to any remission, compensation or damage.**

KEY POINTS :

- i. Absolute clean and hygienic ambience to be maintained in the Cafeteria premises (including kitchen and service area).*
- ii. Licensee should engage sufficient manpower to prepare food and provide proper and prompt service both within the Cafeteria as well as serving in the Office/ Meetings/ Programmes.*
- iii. The persons engaged by the Licensee for preparation and service of the Cafeteria must be in clean uniform for service.*
- iv. The quality and quantities of food items must be maintained throughout the contract tenure.*
- v. Unbroken, neat and clean crockeries/ cutleries must be provided by the Licensee.*
- vi. Food service shall be provided by the Licensee to the Staff Members of NCSM, touring Officials of NCSM, VIPs, Guests in the programmes and guest staying in the Guest House of RSC, Bhubaneswar.*

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

**Regional Science Centre
(National Council of Science Museums)
Pandit Jawaharlal Nehru Marg
Bhubaneswar - 751013**

**FOR VISITORS' SERVICES OPERATION OF CAFETERIA FOR
SELLING OF FOOD ITEMS AT
REGIONAL SCIENCE CENTRE, BHUBANESWAR**

E-TENDER No.- I-17012/24(Cafeteria)

INFORMATION SHEET FOR MAKING THE OFFER

1. **No. of operating days:** 363 days (Except Holi & Diwali Festivals)
2. **Year wise total no of Visitors:**

Year	Total Visitors
2019-2020	1,07,937
2020-2021	25,101
2021-2022	49,732
2022-2023	1,50,777
2023-2024	1,52,930 (up to February, 2024)

Average visitor's statistics: 97,295	Approx. 4,86,477
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3. The permission for the use of following facilities to be provided by the Centre:
- (a) Tables-8 Nos., Chairs--32 Nos., Fans-9 Nos. & Light Fittings and Fixtures-17 Nos.
 - (b) Water Cooler-1No.
 - (c) Exhaust fans in kitchen and cafeteria -1 No.
 - (d) Wash Basin with fittings-2 Nos.
4. The party may set up 01 (One) Food Kiosks (size & design of stall to be approved by Authority of this centre) for serving ready to eat dry snacks and Cold beverages in the Science Park area to meet the visitor's requirement.
5. Major events organized by the Centre-other than the permanent exhibitions.
- a) Science Fair.
 - b) Science Seminar.
 - c) Science Drama Contest.
 - d) Science Quiz Contests.
 - e) Film Festivals.
 - f) Commemorative Day Celebrations.
 - g) Temporary Exhibitions
 - h) Seminars and Conferences.
 - i) Collaborative Programmes
 - j) Innovation Festival
 - k) Hobby camps

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

**Regional Science Centre
(National Council of Science Museums)
Pandit Jawaharlal Nehru Marg
Bhubaneswar - 751013**

**FOR VISITORS' SERVICES OPERATION OF CAFETERIA
FOR SELLING OF FOOD ITEMS AT REGIONAL SCIENCE
CENTRE, BHUBANESWAR**

TENDER No. I-17012/24(Cafeteria)

A G R E E M E N T

This Agreement/Deed of License is made on day of between Regional Science Centre, Pandit Jawaharlal Nehru Marg, Bhubaneswar-751 013, a unit of National Council of Science Museums (hereinafter called "the Licensor" which term shall include his representatives, successor and assigns) ON ONE PART AND..... (hereinafter called "the Licensee" which term shall include his/their heirs, representatives, successor and assigns) ON THE OTHER PART.

AND WHEREAS the licensee has offered and applied for grant of license for running the cafeteria of the licensor and to do the acts and things specified in the **first schedule** hereto over the space for which the licensor is the owner and occupier as described in the **second schedule** as per the terms and conditions set out in the Notice Inviting Tender as well as the conditions agreed to hereinafter in this Agreement/Deed of License.

AND WHEREAS the licensor hereby licenses and authorizes the licensee during short and specific tenure of continuance of this license to run the cafeteria on the specified space provided for on the specific terms and conditions stated hereinafter this Agreement/Deed of License.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. In consideration of the payments to be made by the licensee to the licensor subject to all the terms and conditions specifically stated in the terms and conditions of Notice Inviting Tender which both the parties agreed to as the agreed terms and conditions forming a part of this Agreement/Deed of License.

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

2. The licensee shall pay to the licensor such sum as shall become payable at the time and in the manner specified in the said terms and conditions.
3. The satisfactory & quality service is the essence of this agreement and the successful tenderer/licensee shall provide high quality service of preparation of foods, snacks, tea, coffee, etc. at concessional rate to the staff members of National Council of Science Museums and to sell the same to the visitors of the Centre at a reasonable rate for profit, subject to approval of all such rates by the licensor, under good hygienic conditions as detailed in the terms and conditions hereinabove mentioned in the Notice Inviting Tender.
4. That the licensee has to bear the electricity, water and solid waste charges over and above the payment of license fees specifically mentioned in the said terms and conditions.
5. Utensils, crockeries, cutleries and furniture etc. have to be maintained at a very high standard and use of any kind of cracked or broken crockeries, cutleries and utensils will not be allowed on the ground of hygienic conditions.
6. The licensee shall during the continuance of this agreement/tenure of the contract be allowed to enter upon such premises of the Centre under the authority of the licensor. Director of the respective Centre may authorize for the purpose of providing the services for running the cafeteria for sale of items at approved rates to the visitors of the Museum/Centre and the staff of the Centre during the specified working hours.
7. The licensee hereby agrees to obtain all licenses/permission from the appropriate authorities, which he is required by law to obtain and at all times subject to observance of the terms and conditions of such license/permission.
8. The licensee shall for the purpose of fulfilling his obligation under this covenant deploy only male servants who will be of good character, medically and physically fit, well behaved and skilful in their performance apart from all other terms and conditions specifically agreed to.
9. The licensee hereby agrees to indemnify the licensor from and against all actions, claims and penalties which may be suffered by the licensor on the part of licensee, his servants and agents on any count whatsoever in any manner.
10. The licensee shall ensure compliance of all Acts, Rules and statutory orders in force with regard to deployment of their staff in the cafeteria premises of the museum/centre for the purpose of this contract and shall keep the museum/centre indemnified against any liabilities arising out of non-compliance of any of the Acts, Rules or Orders on their part and any liability, claims, losses or damages sustained by them for reasons of any breach of contract, wrongful act or negligence of the agency or any of its personnel engaged for the purpose for running the Cafeteria.

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

11. The personnel deployed by the agency for carrying out the work in the Cafeteria under the contract shall not claim, in any way, that they are the employees of the Museum/Centre.
12. The licensee shall be responsible for observance and compliance of different industrial laws as in force and they shall ensure that no demonstration/agitation of any kind takes place inside or near the premises of the museum/centre by Cafeteria personnel engaged by the licensee.
13. The licensee shall indemnify the Museum / Centre against all claims which may be made under all and/or any of the Laws of the Land including the Employees Compensation Act or any statutory modification thereof or rules there-under or otherwise for in respect any damage of compensation payable in consequence of any accident or injury sustained by any workmen engaged for running the Cafeteria under this contract. In all cases of personal injury to any workmen employed by the licensee on the works is liable to pay compensation under the Employees Compensation Act.
14. The licensee shall ensure that the personnel deployed by him / her at the Museum / Centre for executing the works in the cafeteria under this contract must adhere and follow the all the safely norms. For any violation / contravention on safety aspects, liquidated damage to the extent the Museum / Centre suffer loss will be recovered from the Security deposit money besides the lawful action to be taken against the licensee.
15. The licensee is required to furnish a Declaration-cum-Irrevocable Undertaking as per **ANNEXURE-V** that in case it is found that Owner or any of his/her employees are involved in illegal, immoral & corrupt practice after award of the Contract, the Museum/Centre has full right to cancel the contract with or without reason assigning reasons which also includes blacklisting of the agency for participating in the tenders of NCSM & its constituent units.
16. **In the event of violation of any of the terms and conditions of the Leave and License Agreement on the part of the Licensee, the Licensor may, at his discretion, determine the agreement at any time by giving 15 days notice and for such determination of agreement, the licensee will not be entitled to any remission, compensation or damage.**
17. **The Leave & License arrangement does not confer on the Licensee possession of the premises as indicated under clause 1 of this NIT.**
18. This agreement comprises of the services and all subsidiary duties and services connected therewith for rendering the services for running the cafeteria even though the same may not be very specifically mentioned in the said terms and conditions.
19. **Arbitration:** In case of any dispute arising out of this contract between the museum/centre and the Agency, the matter shall be referred to the sole

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arbitration of a person to be appointed by the Director General of NCSM on receipt of an official request with details of the dispute, from either the museum/centre or the Agency. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the contract. The submission shall be deemed to be submission to arbitration under the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and of the rules made there under for the time being in force.

20. **Court Jurisdiction:** All disputes arising out of the tender and this contract shall be subjected to exclusive jurisdiction of the Courts at Cuttack, Odisha and the writ jurisdiction of Hon'ble High Court of Cuttack, Odisha.
21. The following document shall be the part of this agreement.
 - (a) Detailed terms and conditions of NIT along with Annexures & Enclosures and the letter of intent.
 - (b) Duly filled NIT of the bidder along with its Annexures & Enclosures.
 - (c) All correspondences exchanged / to be exchanged in future between the licensee and NCSM / RSC Bhubaneswar in this connection.

FIRST SCHEDULE

- a) To prepare, sell and serve foods, snacks, tea, coffee etc. for providing the service of Cafeteria to the staff at concessional rate and to sell the same to the visitors of the Centre at reasonable rate for profit under good hygienic conditions subject to detailed terms and conditions mentioned in this Agreement / Deed of License.
- b) To engage and deploy such number of persons/agents for the smooth and uninterrupted service as in (a) for which is Licensor shall not be liable in any manner for their deployment. In respect of all persons so engaged directly or indirectly, the Licensee shall be considered as their employer and the Licensee shall be considered as "Principal Employer" for the purpose. The licensee shall pay not less than "fair wage" and shall abide by all kinds of legislations that are incidental to the concerned with such deployment of persons for the time being for carrying out the services as in (a).
- c) All the above mentioned conditions in (a) and (b) are subject to detailed terms and conditions mentioned and agreed to, by and between the parties.

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

SECOND SCHEDULE

(Description of the space and facilities to be provided by the licensor to the licensee)

A space in the ground floor of the Regional Science Centre, Bhubaneswar, building covered area with kitchen facility owned and occupied by the Regional Science Centre, Bhubaneswar, as "**Cafeteria**".

- (b) The menu and tariff to be agreed upon by the Licensor and the Licensee.
- (c) The Offer Form dated
- (d) Work Order dated

IN WITNESS WHEREOF the parties hereto have set their respective hands the day and the year herein mentioned.

Signed for and on behalf of the licensor

Signed by the licensee

In presence of

In presence of

1)

1)

2)

2)

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

**(Format for Declarations & Undertaking to be typed on bidder agency's
letterhead and to be submitted in Part -I
(TECHNICAL ENVELOPE) of the e-tender document)**

Annexure - I

DECLARATION -1

This is to certify that neither we/any of us/ are/is in anyway related to any employee in the National Council of Science Museums, Kolkata, or any of its constituent units.

**(Signature of the tenderer
with agency seal/rubber stamp)**

Date:

Place:

DECLARATION -2

We hereby declare that we have not quoted any extra condition along with the Part-II (FINANCIAL ENVELOPE) of the e-tender.

**(Signature of the tenderer
with agency seal/rubber stamp)**

Date:

Place:

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

**(To be typed on bidder agency's letterhead to be submitted in Part -I
(TECHNICAL ENVELOPE) of the e-tender document)**

UNDERTAKING

This is to certify that we have carefully gone through the terms and conditions given in the e-tender document & have clearly understood the terms & conditions of the tender and have accordingly quoted our Annual License after going through all the details as per Annexure – to the E-NIT.

We hereby give an undertaking that we shall undertake the service by way of “Operation of Cafeteria for selling of food items at Regional Science Centre, BHUBANESWAR” during the period of contract.

We also undertake that the physical **EMD** instrument shall be deposited by us with the office of **Regional Science Centre, Bhubaneswar** on or before the specified date. Otherwise the **National Council of Science Museums, Kolkata** shall reject the bid and debar us from further tendering in NCSM or its constituent units.

**(Signature of the tenderer
with agency seal/rubber stamp)**

Date:

Place:

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

**(To be typed on bidder agency's letterhead to be submitted in Part -I
(TECHNICAL ENVELOPE) of the e-tender document)**

Annexure - II

Certified that the agency or any of its partners/Director have not been blacklisted/debarred by any of the Govt. agencies or department or have not been found guilty of commission of acts of moral turpitude or convicted for any economic offence or violation of any labour laws etc. by any Court or any PF/ESI authorities.

It is further certified that the agency has not been terminated by any of the Govt. department/autonomous institutions/public sector undertaking of the Govt. of India/other State Govt. or Public sector Bank or local bodies/Municipalities during past three years on violation of loss or deficiency of service or breach of contract.

**(Signature of the tenderer
with agency seal/rubber stamp)**

Date:

Place:

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

**(To be typed on bidder agency's letterhead to be submitted in
Part -I (TECHNICAL ENVELOPE) of the e-tender document)**

Annexure – III

Certified that the agency has undertaken the similar services by way of operating the Cafeteria for selling of food items at the following Govt. department/autonomous institutions/public sector undertaking of the Govt. of India/other State Govt. or Public sector Bank or local bodies/Municipalities and Corporate Sectors during last five years:

Sl. No.	Name of the Office	Details of Service	Duration of contract	Contract Value
a)				
b)				
c)				
d)				
e)				

**(Signature of the tenderer
with agency seal/rubber stamp)**

Date:

Place:

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

Annexure-IV

**FOR VISITORS' SERVICES OPERATION OF CAFETERIA
FOR SELLING OF FOOD ITEMS AT REGIONAL SCIENCE
CENTRE, BHUBANESWAR**

E-TENDER No. I-17012/24(Cafeteria)

1.	Name of the Agency	:
2.	Present Postal Address (Full)	:
2A	Registered Office Address (Full)	:
3.	Telephone/Fax/E-mail :	:
	Office	:
	Residence	:
	Mobile	:
	Fax	:
	E-mail	:
	Website	:
4.	State whether Proprietorship/ Partnership/Company	:
5.	Name and Address of Owner(s)/ Partner(s)/Director(s)	:
6.	State whether Registered under various Statutory Acts <i>(If yes, furnish all the registration numbers and also enclose photocopies of valid registered certificates)</i>	:
	a) Shops & Establishment Act No	:
	c) Provident Fund Registration No.	:
	d) GST Registration No.	:
	d) Trade License No. with validity	:
	e) Permanent Account No.(PAN)	:
	f) Food Safety & Standard Authority : of India (FSSAI) License No. with validity	:
7	No. of Employees in the Office	:
8.	No. of Employees employed at various facilities	:

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory

9.	a) Details of turnover in last three years (enclose copies of Balance-Sheets for last 3 years) b) Bank Solvency Certificate : [enclose copy of Certificate]	2021-2022: 2022-2023: 2023-2024:				
10.	Enclose copies of Income-Tax Returns filed for the last 3 years:	2021-2022: 2022-2023: 2023-2024:				
11	Furnish details of experience in providing services during <u>last five years</u> including the existing Contracts. Use separate sheet for the information <i>(Also enclose photocopies of work orders and experience certificates etc.)</i> :					
Sl. No.	Name & Address of the Organization where cafeteria service is provided	Duration of the Contract		No. of Employees employed For that services	No. of persons/visitors' to whom such service is provided (per month)	Any other information
		From	To			
a)						
b)						
c)						
d)						
e)						
12.	Indicate if any Court Case/Arbitration Pending against the Agency. If so, details thereof may please be mentioned:					

Certified that the information furnished above are true to the best of my/our knowledge. It is hereby declared that I/we will abide by the decision of for evaluation of technical bids of e-Tender.

Date:

(Signature of the tenderer)
with agency seal /rubber stamp

Place:

N.B.: Copies of all credentials (mentioned in the information sheet of the agency) must be uploaded in "Cover-I" (Technical Bid), failing which, the Technical Bid is liable to be rejected.

Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory