

**OFFICE OF THE SUPERINTENDING ENGINEER (AGRIL.), CENTRAL ZONE,
SATYA NAGAR, BHUBANESWAR**

Phone No. – (0674) – 2571075, Fax No. - (0674) – 2571075, E-mail ID – secz.dag@gov.in

Letter No. 815 //Agril. Dated . 21.05.2021

To

The Director,
Information & Public Relation Department
Orissa, Bhubaneswar.

Sub: Publication of ‘e’ Tender Notice.

Sir,

Enclosed, kindly find herewith the ‘e’ Tender Notice which may be published in two leading Oriya dailies , one English News Paper & Social Media before 27.05.2021 for wide publicity amongst the bidders.

Encl- One CD

Yours faithfully,

Sd/- S. Sahoo
Superintending Engineer (Agril.)
Central Zone, Bhubaneswar

Memo No.816 // Agril. Dated . 21.05.2021

Copy with ‘e’ Tender Notice to the Director of Agriculture & Food Production, Odisha for favour of kind information & necessary action.

Sd/- S. Sahoo
Superintending Engineer (Agril.)
Central Zone, Bhubaneswar

Memo No.817 //Agril. Dated . 21.05.2021

Copy submitted to the F.A. Cum Additional Secretary to Govt. Agriculture & Farmers Empowerment Department , Bhubaneswar for information & necessary action.

Sd/- S. Sahoo
Superintending Engineer (Agril.)
Central Zone, Bhubaneswar

Memo No.818 //Agril. Dated . 21.05.2021

Copy with ‘e’ Tender Notice & Request For Proposal submitted to the Chief Engineer (Agril.), Odisha, Bhubaneswar for favour of kind information & necessary action.

Sd/- S. Sahoo
Superintending Engineer (Agril.)
Central Zone, Bhubaneswar

Memo No.819 //Agril. Dated . 21.05.2021

Copy submitted to the CGM (P& C) , IDCO , Bhubaneswar for information & necessary action.

Sd/- S. Sahoo
Superintending Engineer (Agril.)
Central Zone, Bhubaneswar

Memo No.820 //Agril. Dated . 21.05.2021

Copy submitted to the F.A. Cum CAO, Director of Agriculture & Food Production, Odisha, Bhubaneswar for information & necessary action.

Sd/- S. Sahoo
Superintending Engineer (Agril.)
Central Zone, Bhubaneswar

Memo No.821 //Agril. Dated . 21.05.2021

Copy along with PDF format of Request For Proposal submitted to Smt. Sarita Sahoo, Senior Technical Director, NIC for kind information. She is requested to float this ‘e’ Tender in the website “**agriodisha.nic.in**” on or before Dt. 27.05.2021 at 5.00 PM.

Sd/- S. Sahoo
Superintending Engineer (Agril.)
Central Zone, Bhubaneswar

(Contd-2)

(2)

Memo No.822 //Agril. Dated . 21.05.2021

Copy along with 'e' Tender Notice in PDF format of Request For Proposal submitted to the Head , State Portal, IT Center , Lokaseva Bhawan, Bhubaneswar (tendersorissa@gmail.com) with request to float the 'e' Tender Notice in the portal "**odisha.gov.in**" on or before Dt. 27.05.2021 at 5.00 PM.

Sd/- S. Sahoo
Superintending Engineer (Agril.)
Central Zone, Bhubaneswar

Memo No.823 //Agril. Dated . 21.05.2021

Copy forwarded to the Executive Engineer (Agril.), Head Quarter , Director of Agriculture & Food Production, Krushi Bhawan, Odisha, / Divisional Manager (Hospitality Services, OTDC, Bhubaneswar) for information & necessary action.

Sd/- S. Sahoo
Superintending Engineer (Agril.)
Central Zone, Bhubaneswar

Memo No.824 // Agril. Dated . 21.05.2021

Copy with 'e' Tender Notice to Office Notice Board, Office of the Superintending Engineer (Agril.), Central Zone, Bhubaneswar, Odisha for information.

Sd/- S. Sahoo
Superintending Engineer (Agril.)
Central Zone, Bhubaneswar

(Contd-3)

(3)

NOTICE INVITING TENDER**DA&FP** (Director of Agriculture & Food Production, Odisha)

Department of Agriculture and Farmers' Empowerment

Krusha Bhawan, Bhubaneswar, PIN:751001**Ph.No-0674-2395532****Advt. No. 814****Dt. 21.05.2021****REQUEST FOR PROPOSAL**

DA&FP invites bid from Service Provider/Firm of repute for Cafeteria Management and Event Management in Krushi Bhawan under Agriculture & Farmers' Empowerment Department, Odisha. The detailed RFP, qualification, experience and required skill etc. are available in departmental website agriodisha.nic.in/odisha.gov.in.

Bid in the prescribed format with required documents should be sent through speed post/registered post in a closed envelope superscribed as "**RFP for Cafeteria Management and Event Management in Krushi Bhawan under Agriculture & Farmers' Empowerment Department, Odisha**" to the Office of the DA&FP, Krushi Bhawan, Bhubaneswar - 751001.

The last date of receipt of Bid is **28 .06 .2021 up to 5.30PM**. Bid received after scheduled date and time shall not be entertained.

The Director, DA&FP reserves the right to accept or reject any or all bids without assigning any reason thereof.

Further details can be seen from the website agriodisha.nic.in/odisha.gov.in

Sd/-

**Director of Agriculture & Food Production,
Odisha, Bhubaneswar**

REQUEST FOR PROPOSAL (RFP)

Selection of Service Provider

For

**CAFETERIA MANAGEMENT
&
EVENT MANAGEMENT**

KRUSHI BHAWAN, ODISHA

Submitted by

Director, Agriculture & Food Production, Odisha

**RFP DOCUMENT FOR SELECTION OF SERVICE PROVIDER/FIRM FOR CAFETERIA
MANAGEMENT & EVENT MANAGEMENT OF
KRUSHI BHAWAN**

Disclaimer & Confidentiality

This RFP Document has been prepared by **The Director of Agriculture & Food Production, Odisha (DA&FP)** solely for the purpose of providing information to potential bidders. It is provided on a confidential basis and is not to be distributed or reproduced in whole or in part without the prior written consent of DA&FP.

The information contained in this RFP document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of **DA&FP** or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by **DA&FP** to prospective Bidder(s). The purpose of this RFP is to provide interested bidders with information that may be useful to them in preparing their proposal i.e. Eligibility/Technical Proposal, Documents and Financial Proposal (the "Bid") pursuant to this RFP. It is intended to be used as a guide only and does not constitute advice, including without limitation, investment, service or any other type of advice. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP including annexures/attachments/amendments and obtain independent advice from appropriate sources. **DA&FP** assumes that any person who reads or uses this document is capable of evaluating the merits and risks of any investment or other decision with respect to a financial/property transaction, operation, its suitability and its financial, taxation, accounting and legal implications without any reliance on this document.

Bidders should not rely on any information contained in this document as a statement or representation of fact and must make their own enquiries to verify and satisfy themselves of all aspects of such information, including without limitation, any income, fee/rentals, dimensions, areas and permits. While the information in this document has been prepared in good faith and with due care, no representations or warranties are made (express or implied) as to the accuracy, currency, completeness, suitability or otherwise of such information. Authority, its advisors, officers, employees, subcontractors and agents shall not be liable to any person for any loss, liability, damage or expense arising directly or indirectly from or connected in any way with any use of or reliance on such information.

DA&FP accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. “**DA&FP**”, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or

reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding Process.

DA&FP 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 RFP.

DA&FP may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. **DA&FP** may also withdraw or cancel the RFP at any time without assigning any reasons thereof.

DA&FP reserves the right, without any obligation or liability, to accept or reject any or all applications, at any stage of the selection process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at any time, without assigning any reason whatsoever.

The issue of this RFP does not imply that **DA&FP** is bound to select any Bidder or to appoint the successful bidder as the Partnering Agency, as the case may be. Authority reserves the right to reject all or any of the Bidder/s or Bids without assigning any reason whatsoever. 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 **DA&FP** or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and **It** shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

NOTICE INVITING TENDER

DA&FP (Director of Agriculture & Food Production, Odisha)

Department of Agriculture and Farmers' Empowerment

Krusha Bhawan, Bhubaneswar, PIN:751001

Ph.No-0674-2395532

Advt. No. 814

Dt. 21.05.2021

REQUEST FOR PROPOSAL

DA&FP invites bid from Service Provider/Firm of repute for Cafeteria Management and Event Management in Krushi Bhawan under Agriculture & Farmers' Empowerment Department, Odisha. The detailed RFP, qualification, experience and required skill etc. are available in departmental website agriodisha.nic.in/odisha.gov.in.

Bid in the prescribed format with required documents should be sent through speed post/ registered post in a closed envelope superscribed as “ **RFP for Cafeteria Management and Event Management in Krushi Bhawan under Agriculture & Farmers’ Empowerment Department, Odisha**” to the Office of the DA&FP, Krushi Bhawan, Bhubaneswar - 751001.

The last date of receipt of Bid is **28 .06 .2021 up to 5.30PM**. Bid received after scheduled date and time shall not be entertained.

The Director, DA&FP reserves the right to accept or reject any or all bids without assigning any reason thereof.

Further details can be seen from the website agriodisha.nic.in/odisha.gov.in

Sd/-

**Director of Agriculture & Food Production,
Odisha, Bhubaneswar**

Bidder Data Sheet

Sl. No.	DESCRIPTION	
1	Title of the Request for Proposal (RFP)	Selection of Service Provider/Firm for Cafeteria Management and Event Management in Krushi Bhawan of Department of Agriculture & Farmers’ Empowerment Department, Government of Odisha
2	Broad Scope of Service	To provide Cafeteria Management and Event Management in Krushi Bhawan
3	Operation Mode	Provide highly dedicated, experienced & professional personnel for Cafeteria Management and Event Management in Krushi Bhawan
4	Contract Period & Termination	The assignment will be initially for a period of 1 (one) year, which is renewable subject to satisfactory performance. DA&FP shall have right to terminate in exceptional cases of breach of contract.
5	Method of Selection	Quality and Cost Based Selection (QCBS)
6	Bid Processing Fee (Non-refundable)	Rs.30, 000/- (Rupees Thirty Thousand only) in shape of Demand Draft drawn in favour of DA&FP payable at Bhubaneswar. Bid without supporting Bid Processing fee shall be out-rightly rejected.
		Bidder(s) shall be required to submit their Proposal through Registered Post / Speed Post as per instructions in the RFP Document on or before the end date and time for proposal submission i.e. 28 .06 .2021 by 5.30 PM to the following address:

7	Submission of Proposal	DA&FP, Krushi Bhawan, Bhubaneswar, PIN-751001. Any Proposal/Bid received after the deadline of submission shall not be entertained.
8	Issue of RFP	21. 05 .2021
9	Downloading the RFP Document	Bidders can download the complete RFP Document from the Website: agriodisha.nic.in/odisha.gov.in .
10	Pre Bid Meeting	Date:09.06.2021 Time:03.00 P.M. Venue: Mini Conference Hall (In front of Chief Engineer(Agril.)'s Chamber, Krushi Bhawan, Bhubaneswar) Contact Person: Er. Srinibas Nayak Designation: Executive Engineer (Agril.), Krushi Bhawan, Bhubaneswar Contact Number: 9437130813 Bidders may confirm their participation in the pre-bid meeting by sending their queries in respect to the RFP document as per the prescribed format to the email at ceagri.dafpo@gmail.com by the deadline as specified in the RFP document.
11	Last date and time of sending the Pre-Bid queries	07 . 06 .2021, 5.00PM
12	Date of Pre bid meeting	09.06.2021
13	Last date and time for submission of Bid (Bid due date)	28 . 06 .2021, 5.30PM.
14	Date of Opening of Technical Bid	Date: 29 . 06 .2021, Time: . 3 .00 PM in the office of DA&FP. The Technical Bids shall be opened in presence of the authorised representatives of the bidder who wish to be present at the venue at that time.
15	Date of Opening of Financial Bid	Date and Time to be communicated later. Financial Bids of only technically qualified bidders will be opened in presence of the authorised representatives who wish to be present at the venue with proper authorization letter. The name of the bidders along with the quoted financial price shall be announced. QCBS (Quality & Cost Based Selection) method will be followed during the overall selection process.
16	Letter of Award (LoA) to selected Bidder	Within 15 days from the date of issue of award notice.
17	Bid Security (Refundable)	Bid Security (Earnest Money Deposit) of Rs.50,000/- (Rupees Fifty Thousand only) in shape of a demand draft drawn in favour of "DA&FP" payable at Bhubaneswar shall be submitted along with the Bid. Bid without supporting Bid Security shall be out-rightly rejected.

18	Performance Security	Selected Bidder must submit Performance Security at the rate of 10% of the annual contract value in shape of Term Deposit from any Scheduled Commercial Bank operating in Odisha or from a new Bank account opened with any scheduled Commercial Bank operating in Odisha (in case it does not have an existing Bank Account in Odisha) duly pledged to DA&FP, Bhubaneswar. The Performance Security should be valid at least for a period of 3 months beyond the date of completion of all contractual obligations; i.e in case of contract period of 1 year, Performance Security should be valid for minimum 1 years & 3 months.
19	Validity of Proposal	The bids shall be valid for period of 90 (Ninety) days from the Due Date of Bid Submission. The bid validity period may be extended on mutual consent.
20	Language of the submitted Proposal	English
21	Financial Proposal by Bidder	Indian Rupees(INR)
22	Selection Criteria for Qualification (Eligibility)	<ol style="list-style-type: none"> 1. The Service Provider should have valid Food Licence (Copy of Food licence to be submitted along with bid). 2. The Service Provider should be financially sound to undertake the work. Service Provider should produce copy of returns for last three years under GST Act and IT Act along with PAN Card and GST registration certificate. 3. The Service Provider should have Labour License if required under Rules. (Enclose copy if he is employing more than 20 labourers in all his establishments taken together) 4. The Service Provider should submit copies of work orders/ termination of work orders with reasons for termination for the past three years in support of his experience. 5. The Bidder should have a minimum average annual turnover of Rs.90.00 lakhs for the last three financial years ending in March 2020. 6. Bidder should not have been blacklisted by any Govt. Organization / Government Entity / Government Company in the last 3 years. 7. The Bidder shall be ineligible if: <ol style="list-style-type: none"> i) He/It has been convicted for an offence involving moral turpitude in the last five years; or ii) Charge filed for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary; 8. The bidder is required to provide details of

		proceedings pending against it as on the date of submission of Bid with regard to any civil, criminal or tax liability in the form of an affidavit and this will be taken to account for technical evaluation.
23	Bidding Process	<p>The aim of the bidding process is to select the most preferred party as per the terms in the RFP. The selection process would be carried out through two packet bid system as follows:</p> <p>a) Qualification- cum- Technical Bid: Capability of the Bidder to undertake the contract would be assessed based on Qualification cum Technical criteria and Technical Evaluation mentioned in this RFP document. The technically qualified bidders shall be ranked highest to lowest with Technical Score (TS) in accordance to the marks obtained during the technical evaluation.</p> <p>b) Financial Bid: The Financial bids of bidders qualifying as per Qualification cum Technical criteria and Technical evaluation shall be opened and the names of the bidders along with their quoted financial price will be announced during the meeting.</p> <p>c) Quality and Cost Based Selection (QCBS): This method will be followed during the overall selection process with 70 % weightage to technical score and 30 % weightage to financial score. The bidders securing the highest evaluated scores will be ranked H1 and thereafter others will be ranked in the order of H2, H3 and so on. DA&FP may further negotiate with H1 bidder on the price component before awarding of contract observing due procedure.</p>
24	RFP Evaluation	<ol style="list-style-type: none"> 1) Test of Responsiveness of the bid based on Pass/Fail for Bid Security and Bid Processing Fee and timely submission, marking and sealing, etc. 2) Evidence of meeting necessary Qualification Criteria 3) Evaluation of Technical bids and ranking from Highest to lowest. 4) Opening of Financial Bids for qualified bidders. 5) QCBS method for overall evaluation.
25	Taxes & Levies	<p>(a) The financial proposal/bid shall be submitted exclusive of applicable GST.</p> <p>(b) Agency shall be responsible for GST, Other taxes, stamp duty for registration and other statutory compliances for it's employees as per prevailing rules and labour laws. Agency shall also bear any charges and levies for obtaining various certificates related to execution of this assignment.</p>
26	Evaluation Criteria for Technical Proposal	Bidders are requested to refer Clause 1.2.5
27	Signing of Agreement	Agreement shall be executed between DA&FP and Successful Bidder after finalization of the contract incorporating terms of the tender, may be with certain modifications at the time of execution of agreement,

		within 30 days of receiving the acknowledged LOA.
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SECTION-1

1. Instruction to the Bidders

1.1 Introduction on the Assignment

The Cafeteria established in the premises of Krushi Bhawan is fully furnished with all Modern kitchen equipments for cooking, furniture having seating capacity for 50 persons for restaurant, two display counters along with other modern kitchen accessories. The Cafeteria has been set up to cater to the need of the Farmers, citizens visiting the premises for various purposes apart from the food and snacks requirement of the employees working in the building. The expected daily number of employees and visitors visiting Krushi Bhawan building is 500 (Approx.). The Cafeteria area is approximately 193.54 Sqm.

1.2 General

1.2.1 Scope of work for Cafeteria Management to be provided by the Service Provider

1. The Service Provider /Firm is required to provide Cafeteria facilities, i.e providing food & beverages like tiffins, snacks, meals, Tea, Coffee, etc. at the rate and menu fixed in consultation with the committee of the DA&FP (O), to the employees of the Department of Agriculture & Farmers' Empowerment, Govt. of Odisha and its constituent Directorates in the building as per time slots decided by the competent authority. He will be using kitchen appliances and other in built facilities available in the kitchen of the Krushi Bhawan and will be utilizing his own man powers and raw materials/consumables for preparation of food & beverages. Besides, he may provide foods, snacks and beverages to visitors and other agencies conducting events within Krushi Bhawan, with a mutually agreed menu and rate.

2. The Service Provider /Firm/ O&M agency will also responsible for Event Management inside Krushi Bhawan.

Proposed Time slot:

Breakfast: 09:00-10:30 AM

Lunch: 12:30 PM-03:00 PM

Evening Tiffin services: 05:30-06:30PM, if required

Any other requirement during any conference/event or as required by the Department to be provided by the Service Provider /agency.

3. The Service Provider has to arrange himself all the provision items for cooking, cleaning materials, labourers, skilled and supervisory staff. The Cafeteria will be available for operation in as is where is basis condition, for maintaining it in

upright, spic and span good condition.

5. The number of composition of staff should be sufficient. Staff should be qualified and trained for Cafeteria and allied work. Full list of employees, viz., name, age, gender, educational qualifications, employee code, designation, experience in relevant field, PF, ESI code, local and permanent address etc. has to be submitted to the client after allotment of the contract. Documents in support of ESI, EPF deductions, labour license, health and safety measures the Service Provider to take for his workers and should also be submitted to the DA&FP.

6. Services will be provided by presentable, neatly attired and well-mannered, qualified and trained attendant/personnel as per their functional designation. The personnel deployed (preferred age group: 21-45 years) of certified character and antecedents be Indian national and must display name badges and identity card signed by the agency/ Service Provider and be conversant in speaking Odia and Hindi language.

7. The common uniform shall be approved by the DA&FP before award of the contract:

8. Maintenance and cleaning on regular basis of the entire Cafeteria, kitchen, glass window pane, venation blinds and all fixtures/furniture at the Cafeteria and removal of garbage shall be the duty of Service Provider.

9. The Service Provider at his own expense shall arrange all consumable and cleaning materials for cleaning.

10. Kitchen/Cafeteria service shall be rendered in hygienic condition by trained chefs, cooks, helpers, cleaners etc., details of which may be indicated. The detailed scope and important guidelines for Catering Services can be decided time to time by the DA&FP, if required.

11. The Service Provider shall ensure overall general maintenance, drainage, cleaning, garbage disposal (dry and wet garbage/plastic and non-plastic waste disposal etc., in an eco-friendly manner, using protective/closed bins), services and repairs (electrical, plumbing, HVAC etc.), breakdowns, emergency relief and help on urgency basis. To ensure that managers/ Supervisors are sufficiently trained and equipped with mobile phones.

12. The Service Provider should ensure to maintain adequate number of manpower to meet the contractual obligation and also arrange a pool of standby manpower for special occasions with prior approval of Maintenance- in-charge, Cafeteria/Designated Officer. A proper record and register should be made and presented as a record and checking purpose of the in-Charge, Cafeteria/Designated Officer by Department of Agriculture & Farmers' Empowerment.

13. Meals should be provided at rates/menu to be fixed during contract agreement. Menu/rates should also be indicated for events or special occasions (viz., seminars, workshops, conferences, summer/winters schools etc.) on per head basis for Lunch / Dinner, for vegetarian and non -vegetarian dishes as desired by DA&FP time to time.

14. Kitchen items and utensils, except available in the Cafeteria, will be arranged by the Service Provider as per the requirement. Refilling of gas cylinder and repair maintenance of the items under contractor control like gas chullah, refrigerator, water cooler, water purifier, bread toaster, mixer/grinder and other housekeeping and electrical equipment etc., will be done and supplied by the contractor.

15. Cafeteria may be opened beyond working hours/holidays & days as required/desired by DA&FP with prior intimation.

16. Disposal of Waste/garbage

The agency shall ensure disposal of the collected waste on daily basis. Accumulation of garbage/waste in premises will not be acceptable and should never be kept overnight in the Krushi Bhavan premises. It shall be the responsibility of the agency to segregate and dispose off garbage at least twice a day and/or at any time when garbage accumulated in a larger quantity than the capacity of dustbin/garbage drum at his own cost and as per prescribed norms/practices by the local authority, if any.

Dust, waste materials shall be collected in proper bins and disposed off immediately. Plastic bags shall be used in all dust bins in the premise of cafeteria etc. for easy collection and disposal, so that the dust bins are maintained neat and clean and in a hygienic condition.

The agency shall use big size black coloured plastic carry bags to carry the garbage/dust/waste material in a trolley for disposal purpose.

The agency shall arrange trolley/transportation arrangements etc. for disposal of waste material/garbage etc. to be disposed off beyond the premises of Krushi Bhawan up to authorised Municipal dumping yard/ground at its own cost.

The agency shall ensure collection of dry leaves, unwanted weeds, dead insects lying in the open area in a permissible polythene bag for disposal.

17. Inspection

The agency shall maintain checklist in the prescribed format on daily basis for the upkeep and maintenance of Cafeteria as given in this RFP. It has to be submitted to Maintenance In-charge, Krushi Bhawan as required on daily basis.

The agency shall maintain hygiene checklist as per prescribed format in this RFP and submit to DA&FP.

The agency shall allow labour Inspector for inspection and shall abide by all laws applicable by State Govt./Central Govt. as applicable from time to time.

The agency shall be ready to face every month audit by the DA&FP with regards to food quality, hygiene conditions of premises cafeteria and kitchen etc. and if complain found, it shall be dealt seriously as per penalty clause of this RFP.

1.2.2 Scope of work of Event Management:

There are Conference halls and Training rooms with all modern equipment/facilities available on the ground floor of Krushi Bhawan, which shall be rented by the Dept. of Agriculture & Farmers' Empowerment, Govt. of Odisha for various official meeting, conference and training purpose against fixed charges. For the above purpose, the Service Provider /Firm is required to provide Event Management facilities by providing his man power in the following work.

1. Assist with the setup of displays and sets of the event
2. Make sure in close cooperation with Krushi Bhawan Representative that interpreters are ready and set up before the event
3. Distribute invitations and collect confirmation of participation
4. Coordinate arrival and departure of delegates.
5. Liaise with the hotels selected by DA&FP and manage all requirements
6. Provide staffing/hostesses of event reception/registration desk
7. Provide staffing and support of all associated conference workshops
8. Help in design and collect participant feedback at the time of the event is going to be closed
9. Liaise with the DA&FP to confirm the desired set up at the venue (Amphitheatre/Audio Visual)
10. Ensure the venue is clean and well prepared/ decorated
11. Arrange and ensure all Meeting rooms (Main room and Break away rooms) are arranged according to specifications and ready for the Meetings as required (as per specified meetings' schedule). This also includes seating name plates at the main table
12. Ensure all required audio-visual equipment available/acquired in all the rooms as required, Cross check possibilities for seating arrangements and all related meeting facilities, Arrange and manage appropriate VIP lounge
13. Ensure service maintenance is promptly available as would be required for all equipments/services and facilities in and around the meeting rooms.
14. Any requirement as per direction of DA&FP during event/conference inside Krushi Bhawan.

B. Event Manager Qualification and Experience:

The appropriate CV for Event Manager to be approved by DA&FP before deployment by the successful bidder.

The Event Manager should possess the following qualifications and experience:

1. A bachelor's degree, preferably in marketing, public relations, hospitality/Facility management, business or communications.
2. Strong interpersonal skills, able to communicate and work with diverse people various level of Govt. organisation.
3. Five (5) years of experience in facility and/or service administration and event coordination.

Required Skills:

1. Experience in managing high level corporate events/Conferences.
2. Proficient in the use of the latest versions of Microsoft Word, Excel, PowerPoint, Access, and mail merges, e-mail and web- searches.
3. Excellent communication skills, including writing, proof reading skills, and speaking.
4. Excellent interpersonal skills both in person and by phone, with high professionalism
5. Ability to accomplish projects with little supervision.
6. Excellent customer service ethic and high expectations for quality.
7. Skill in public relations and media mobilization.
8. Self-motivated with energy, drive and enthusiasm. .

1.2.3 Authority and Reporting Officer

For the purpose of this RFP, the Authority shall mean DA&FP for the proposed assignment. In this context, the Director, DA&FP is the Reporting Officer.

1.2.4 Contacting the Authority

Unless specifically requested by Authority for any clarification, no Bidder shall contact the Authority on any matter relating to its Bid, from the time of the Qualification Bid opening to the time the Contract/ Agreement is executed with the Successful Bidder.

1.2.5 Eligibility Criteria (Documentary Proof to be attached)

Criteria	Description	Required Supporting Document
Technical Criteria		
A	The bidder should have valid Food License	Copy of Food License need to be attached.
B	Bidder should be registered under the Income Tax Act, Goods and Services Tax Act and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.	Copies of PAN, GST Registration Certificate, IT Returns for the last 3 financial years, Labour Registration, EPF Registration Certificate, ESI Registration Certificate.
C	Bidder should not have been blacklisted by any Govt. Organization/ Government Entity / Government Company in the last 3 years.	Copies of relevant documents along with Self-declaration in shape of Affidavit from a Notary in requisite stamp paper as per format given in T6.
D	Bidder or the authorised representative should not have been convicted for an offence involving moral turpitude in the last five years; or there should not be any charge filed against the bidder or its authorised representative for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary.	Self-declaration in shape of an Affidavit from a Notary in requisite Stamped paper should be enclosed. In addition, the bidder is further required to provide details of proceedings pending against him/ her/ them as on the date of submission of Bid with regard to any civil, criminal or tax liability.
Financial Criteria		
E	The Bidder should have a minimum average annual turnover of Rs. 90.00 lakh during the preceding three financial years ending in March 2020.	Certificate from the Statutory Auditor has to be provided certifying total turnover of the Organization during last three financial years ending in March, 2020 as per Form T4 of Section 4.
F	Bidder should not have defaulted against any loan/credit facility availed by him/them from any Bank or FIs.	Certificate(s) from all the Bankers/FIs, from where the Bidder has availed any Loan/credit facility.

Notes:

- All bidders are required to make a presentation about their institution, past experience and their execution plan for this assignment, which will form a critical basis for Technical Evaluation. IN addition, bidders are required to submit both soft and minimum three hard copies of the Presentation to the Committee immediately after opening of technical bids.
- The Authority reserves the right to verify the claims made by the bidder and to carry out the capacity assessment of the bidder and the Authority's decision shall be final in this regard.
- Interested bidders may visit Krushi Bhawan to inspect the Cafeteria and other infrastructures relating to Event Management from dated.31.05.2021 to dated.04.06.2021 from 03.00PM to 05.30PM.

1.2.6 Technical Evaluation

The eligible bidders would be further evaluated for short-listing based on the following technical score weightage.

Sl.No.	Criteria	Weightage	
	Sub-criteria	Sub-criteria	Criteria Total
1.	Past experience of the Bidder		50
1.1	Experience of Bidder (in number of years in business from the date of incorporation):	20	
		i) 3 to up to 5 years	10
		ii) 5 years above up to 10 years	15
		iii) More than 10 years	20
1.2	Undertaken one project having Cafeteria and Event management services under the proposed requirement and having the contract value during the last Five years	30	
		i) Minimum of 1 project of similar capacity and contract value of Rs.50.00 lakhs	10
		i) Minimum of 1 project of similar capacity and contract value exceeding Rs.50.00 lakhs	20
		ii) For each additional project of similar capacity and contract value	05 <i>(Maximum = 10 Mark)</i>
2	Financial strength of the bidder: Average Annual financial turnover during the last Five financial years, as on [Insert Date] <i>[The financial strength should be twice the estimated cost of the service]</i>	Bidders having (i) Prescribed financial turnover as per the RFP = 5 Marks (ii) For each additional turnover of Rs.20.00 Lakh = 1 Mark	10
3.	Proposed Manpower, Standard Operating Procedure, Quality Control Mechanism and Work plan to undertake the comprehensive facilities management	Review of bidders technical proposal with reference to Quality of Service Delivery, Equipment availability, Automation and proposed technical manpower to be deployed for the purpose	10
4.	Technical Presentation		20
5.	Quality Standards / Certifications for the Service	ISO 9001 : 2008 (relating to Facility Management services) & ISO	10

		14001 : 2004 Certifications	
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Minimum qualifying score in technical evaluation is 70 and bidder who scores less than 70 marks shall not be considered for further evaluation.

1.2.7 Proposal Preparation Cost/Cost of Bidding

Bidder shall be responsible for bearing all costs and expenses associated with the preparation of its proposal, submission of its Bid and participating in the bidding process. Authority shall not be responsible or any way be liable for such costs and expenses, regardless of the conduct or outcome of the Bidding Process.

1.2.8 Due Diligence:

Bidder is expected to examine all instructions, forms, terms and specifications in the tender. The Bid should be precise, complete and in the prescribed format as per the requirement(s) of the tender. Failure to furnish all information required by the tender or submission of a Bid not responsive to the tender in every respect will be at the Bidder's risk and may result in rejection of the Bid. The Bidder, at his own responsibility and risk can visit, and examine the location of the site and its surroundings, and obtain all information that may be necessary for preparing the proposal.

1.2.9 Only One Proposal:

Each bidder is eligible to submit only one proposal. Alternative bid is not allowed.

1.2.10 Bid Processing Fee:

Bid Processing Fee of **Rs.30,000/- (Rupees Thirty Thousand)** only shall be payable in shape of a Demand Draft drawn in favour of "DA&FP" payable at Bhubaneswar. This Bid Processing Fee is **Non-Refundable** and be submitted along with the Bid.

1.2.11 Taxes

- (a) The financial proposal /bid shall be exclusive of applicable Goods & Services Tax (GST).
- (b) Agency shall be responsible for GST, Other taxes, stamp duty for registration and other statutory compliances for it's employees as per prevailing rules and labour laws. Agency shall also bear any charges and levies for obtaining various certificates related to execution of this assignment.

1.3 Bidding Instructions

1.3.1 Brief Description of Bidding Process

The proposal/bid against the RFP would be completed through single stage two envelope system :

A. Request for Proposal (RFP)

RFP comprises of following two parts as briefed below:

a. Part 1: Technical Proposal

- The Technical Proposal/Bid of the bidders will be evaluated for compliance with the eligibility criteria and further technical evaluation as defined in the RFP. The bidders fulfilling the eligibility criteria and technical evaluation conditions shall be considered as technically qualified. Bidder, who is technically qualified, would only be considered for evaluation of his Financial Proposal.
- Bidders are requested to refer Clause 1.2.4 & 1.2.5

b. Part 2: Financial Proposal/Bid

- Financial Proposal of technically qualified bidders (based on technical proposal and technical evaluation as indicated above) will only be opened and the names of bidders along with their quoted financial price will be announced during the meeting.
- Quality and Cost Based Selection (QCBS): This method will be followed during the overall selection process with 70 % weightage to technical score and 30 % weightage to financial score. The bidders securing the highest evaluated scores will be ranked H1 and thereafter others will be ranked in the order of H2, H3 and so on. DA&FP may further negotiate on the price component, if need be, and thereafter the H1 bidder will be awarded the contract observing due procedure.

B. Proposal validity shall be as per duration specified in Clause 1.17

1.3.1.1 During the Bidding Process, the bidder will be requested to submit their Proposals pursuant to this RFP in accordance with the terms set forth in this RFP, all the Volumes, Appendices and Addenda thereof issued by “**Authority**” as part of this Bidding Process (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by Authority. All Proposals shall be prepared and submitted in accordance with such terms. There should not be any overwriting allowed in the Financial Bid.

1.3.1.2 Authority reserves the right to reject the proposal which does not meet the requirement of the selection process. Any further extension of the proposal validity period shall be with the consent of the bidders. Further details of the process to be followed during the Bidding Process and the terms thereof are spelt out in this RFP.

1.3.3 Authentication of Bid

Copy of the Bid shall preferably be printed through computer and shall be signed by a person duly authorized by the Bidder in this behalf by way of a Power of Attorney/ authorization of bidder’s signatory duly executed by the Bidder in the format set forth in **Form -T5** (if applicable) hereto. The person signing the bid shall initial all pages of the bid. Attested copy of Resolution to participate in the Bid by Board or Management Committee in case of a Company or Society/Co-operative Society respectively be enclosed.

1.3.4 Clarification and Amendment of RFP document

On the basis of the inputs provided by Bidders during Pre-bid meeting and any further discussions with any/all interested parties, which the Authority may hold at its own discretion; Authority may amend the RFP document. The clarifications to the list of queries along with addendums, if any will be uploaded on the websites as mentioned in the Bidder Data Sheet of this RFP in the form of Pre-Bid Clarification. Each such clarification shall be the part of the RFP document.

At any time prior to the deadline for submission of Bid, Authority may, for any reason, whether at its own initiative or in response to clarifications requested by one or more of the interested parties, modify the RFP document by way of issuance of an "Addendum”.

1.3.5 Bidder/s submission in support of Eligibility

Bidder shall submit the signed checklist for eligibility criteria as per Form-T2 along with requisite documents as indicated in the clause 1.2.4 (Eligibility Criteria)

1.3.6 Submission for Technical Proposal

Bidders are required to submit Technical Proposal as per the prescribed format as provided in Section-4 of the RFP Document. Submission of wrong form of Technical Proposal will result in the rejection of the bid. The Technical Proposal shall provide the information indicated in the following para using the attached Standard Forms as per Section 4.

The following Forms needs to be submitted along with the technical proposal:

Form	Title	Submitted (Yes/No)
Form T1	Covering Letter	
Form T2	Information about Bidder	
Form T3	Curriculum Vitae for members of Bidder’s Team (Please indicate ____Nos.)	
Form T4	Financial Capacity of Bidder	
Form T5	Power of Attorney	
Form T6	Copy of Affidavit from Notary for not being black-listed by any Govt. Agency /Undertaking in the last 5 years.	
Form T7	Copy of Affidavit from Notary that:	

	i) He/She/It has not been convicted for an offence involving moral turpitude in the last five years; or ii) No Charge is filed for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary; Further the bidder is required to provide details of proceedings pending against it as on the date of submission of Bid with regard to any civil, criminal or tax liability.	
Form T8	Anti-Collusion Certificate	
	Net-Worth Certificate	
	Certificate from Bankers/FIs that the Bidder has not defaulted in payment of dues to Banks/FIs	

NOTE: In addition, the Bidder shall enclose copies of supporting Documents/Statements indicated at “INFORMATION ABOUT THE BIDDER” but not categorically mentioned herein above. Bidders are to specifically mention as to whether they have enclosed or not (Yes/No) as indicated in column 3 of this check-list for enclosures not categorically mentioned above by using extra pages of paper, wherever necessary.

1.3.7 Submission for Financial Proposal

- i. The Financial Proposal shall be prepared using the attached Standard Form F1 as per **(Section 5)**.
 - ii. The financial proposal shall be in the form of lump-sum amount in the form of cost quoted in INR to be paid to DA&FP per year exclusive of applicable taxes for each year during 3 year contract period.
 - iii. All information provided should be legible and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount in words will be taken as the quote.
 - iv. The financial proposal shall be in the form of lump-sum amount in the form of cost quoted in INR to be paid by DA&FP per year exclusive of applicable taxes for each year during 3 year contract period.

1.4. Preparation and Submission of Bids

1.4.1 Preparation of Bids

- a) Bidders should take into account all clarifications / corrigendum(s) / addendums to the RFP document published before preparation and submission of their proposals.
- b) Bidders should go through the RFP Document carefully to understand the requirements to be submitted as part of the bid. Please note the number of covers/packets in which the bids have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

1.4.2 Submission of Bids

The bids shall be submitted through **SPEED POST / REGISTERED POST** under two cover system i.e., viz., Technical Proposal/Bid (Cover-I) and Financial Proposal/Bid (Cover-II). All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before submission. The proposals submitted through Telegram/Fax/email / any other mode shall not be considered and will be out rightly rejected. No correspondence will be entertained in this matter.

1) Cover - I Technical Proposal :

- RFP Document Fee and Bid Security as applicable.
- The documents as specified in clause 1.2.4 of this RFP are to be self-attested and furnished by the Bidder (i.e. checklist and Form T1 to T6) and other documents, for which no specific format have been devised.
- Signed copy of the RFP.
- All required documents

2) Cover – II Financial Bid (Check list):

- The format as specified in **Section-5** of this RFP is to be self-attested and be furnished by the Bidder.

1.5 Modifications/ Withdrawal of Proposals/Bids

Bids, once submitted can neither be modified nor withdrawn in the interval between the deadline for submission of bid and the expiration of the bid validity period. In the event of withdrawal of the proposal by bidder, the Bid Security will be forfeited by the Authority.

1.6 Last Date of Submission of Bid

The Bids must be received at the specified address, latest by the **Bid Due Date** for submission of Bids specified in Bidder Data Sheet. In the event of the specified date which is stipulated as the **Bid Due Date** is declared as a holiday for DA&FP, the Bids will be received up to the appointed time on the next working day.

1.7 Late Bids

Any Bid received after the **Bid Due Date** prescribed by Authority will be summarily rejected and returned unopened to the Bidder. Authority shall not be held responsible for any postal delay or non-receipt / non-delivery of any documents. No further correspondence in this regard shall be entertained by the Authority.

1.8 Opening of Proposal

The Authority reserves the right to reject any Proposal not submitted on time and which does not contain the information / documents as set out in this RFP.

Stage 1: Opening of Cover 1 (Technical Proposal)

The documents in Cover I submitted by respective bidders will be opened on the date and time stipulated in the “Bidder Data Sheet”, processed & scrutinized to determine Non- Responsive Proposals. Prior to evaluation of Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if the Proposal:

- is received by the proposal due date pursuant to point 14 of the Bidder Data Sheet
- is submitted in accordance with Clause 1.4.2
- is accompanied by the Power of Attorney as specified in Form T5, as applicable.
- accompanied by Bid Processing Fee and Bid Security as applicable
- contains all the information as requested in the RFP;
- all pages of the Proposal be chronologically numbered irrespective of their contents and be signed by Authorized representative of Bidder.
- contains information in the forms specified in this RFP; and fulfills the conditions of eligibility,

- Proposal validity is as prescribed in the RFP,
- Technical proposal does not contain any financial information
- Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification or withdrawal shall be entertained by the Authority in respect of such Proposals.
- Authority would subsequently examine and evaluate Proposals in accordance with the selection process specified at Point. 5, 23 & 25 of “Bidder Data Sheet and the criteria & bid evaluation parameters as set out in Clause 1.2.4 and 1.2.5 of this RFP.

Stage 2: Opening of Cover 2 (Financial Proposal)

After the technical evaluation, Authority would prepare a list of technically qualified Bidder/s in terms of Clause 1.2.4 and 1.2.5 for opening of their Financial Proposals/Bids. Authority will not entertain any query or clarification from Bidder/s who fail to qualify at any stage of Selection Process.

The financial evaluation would be carried out in terms of Clause 1.9.2

1.9 Evaluation of Proposal

1.9.1 Technical Evaluation

The Technical Proposal of bidders will be opened in presence of the authorized representative of the bidders, who choose to remain present and be evaluated for compliance with the qualification criteria as defined in clause 1.2.4 of the RFP. The technically qualified bidders as per clause 1.2.5 would only be considered for evaluation of Financial Proposal/Bids.

1.9.2 Financial Evaluation and Selection of Bidder

Quality and Cost Based Selection (QCBS): This method will be followed during the overall selection process with 70 % weightage to technical score and 30 % weightage to financial score. The bidders securing the highest evaluated scores will be ranked H1 and thereafter others will be ranked in the order of H2, H3 and so on. DA&FP may further negotiate on the price component, if need be, and thereafter the H1 bidder will be awarded the contract observing due procedure. The Authority at its discretion will retain the Bids of both **H2 and H3** as next successful bidders for award of the contract, in case the H1 fails to comply the formalities for execution of agreement in due time.

1.9.3 Further Information

Authority retains the right to ask for any further information, document or clarification that may be required from the Bidder for evaluation purposes.

1.9.4 Authority’s Right to acceptance any Proposal and to reject any proposal

Authority will prima-facie accept a Proposal/Bid, which will be the best suited in terms of technical, commercial and economical aspects. The decision of the Authority shall be final in these aspects. The Authority also reserves following rights without any kind of liability or any obligation to inform the affected Bidder(s) of the ground of action for Authority’s action.

1. To accept or reject any or part of any RFP or all the tenders without assigning any reason thereof.
2. Prima-facie not to accept the lowest tender or assign reasons for not accepting the lowest RFP.
3. Not to proceed ahead in the RFP or bidding process without assigning any reason thereof at any stage.

1.10 Award of Work

After final selection of bidder on further negotiation, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof, which may also be extended through email in addition to offline mode of acceptance of communication to avoid delay. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, will appropriate Bid Security of such Bidder as reasonably seems genuine towards estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidders H2 and H3 may be considered for further negotiation and on being finally selected, LOA may be issued.

1.11 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Contract/Agreement within the period prescribed in “Bidder Data Sheet”. The Selected Bidder shall not be entitled to seek any deviation in the Agreement to be executed. The Selected Bidder shall submit Performance Security in shape of Bank Guarantee before signing of Agreement.

1.12 Contract Period

The date on which the Agreement will be signed between “Authority” and Selected Bidder after final negotiation of cost will be identified as the ‘Effective Date’ and the Contract Period shall start from the ‘Effective Date’ as defined above, and shall be valid for a period of 01 years (i.e 12 Months).

1.13 Payment Terms

1.14 Performance Security

1.14.1 Within 10 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Authority, a Performance Security [to cover the amount of liquidated damages and/or the compensation of the breach of contract] at the rate of 10% of the Annual Contract Value as per the stipulation in the RFP. Performance Security shall be submitted in the shape of a Term Deposit remaining valid at least for a period not less than 1 years 3 months from the Bidder’s existing Bank Account with any scheduled Commercial Bank operating in Odisha or from a new Bank account opened with any scheduled Commercial Bank operating in Odisha (in case it does not have an existing Bank Account in Odisha) and duly pledged in favour of DA&FP, Bhubaneswar. Failure of the successful Bidder to comply with the requirements of Sub- clause 1.14 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

1.14.2 The Performance Security should be valid at least for a period of 3 months following the expiry of the Contract period- 1 year, i.e, valid for 1 year and 3 months.). Bidders are further required to furnish the details of Bank, like name of the Bank, Branch Name, its address, IFS Code, MICR Code etc in a separate Statement attached to the Term Deposit as Performance Security.

1.14.3 It is expressly understood and agreed that the performance security is intended to secure the performance of entire Contract/ Agreement. It is also expressly understood and agreed that the performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Contract document.

1.14.4 Should the contract period, for whatever reason be extended, the Agency, shall at his own cost, get the validity period of pledged Term Deposit in respect of Performance Security furnished by him extended and shall furnish the extended / revised Term Deposit or a certificate from the issuing Banker that the validity of the Term Deposit with details, already pledged to DA&FP, Bhubaneswar has been extended till such time, in lieu thereof.

1.14.5 Appropriation of Performance Security

Performance Security submitted by the Agency shall be forfeited if the Agency fails to commence the assignment as per the requirements of this RFP.

In the event the Agency fails to perform any or all its obligations under the Agreement and damages are imposed for such failure, the Authority shall have right to appropriate such amount as damages from the Performance

Security submitted by the Agency. In that event, the Term Deposit shall be en-cashed and after appropriation of the loss/damage so decided, the balance will be refunded to the Agency.

Upon replenishment or furnishing of a fresh Performance Security as aforesaid, the Agency shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Agency Default or to meet any Condition Precedent, and in the event of the Agency not curing its default or meeting such Condition Precedent within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement.

1.14.6 Release of Performance Security

Performance Security submitted in shape of Term Deposit along with interest accrued thereon, will be returned to the Agency on satisfactory performance of the assignment, as evaluated by DA&FP or any other third party so entrusted in accordance with the final output and deliverables indicated at Para-2.9, subject to the Authority's right to retain, receive or recover amounts, if any including for non-performance on the basis of final output and deliverables, within 90 days after completion of Contract.

1.15 Bid Security

1.15.1 Proposal should necessarily be accompanied by Bid Security for an amount of **Rs.50,000/- (Rupees Fifty Thousand only)** through Demand Draft drawn in favour of "DA&FP" payable at Bhubaneswar. The Bid Security shall remain valid for a period of Ninety days from the date of opening of the bid.

1.14.2 Tenders without **Bid Security** are liable to be rejected.

1.14.3 Authority at its discretion may retain the Bid Security of H1, H2 and H3 successful bidders till Performance Security in shape of Fixed Deposit duly pledged in favour of DA&FP, is furnished by the finally selected bidder and agreement is executed by the finally selected bidder. Bid Security of other unsuccessful Bidder (s) will be returned within 45 days from the date of award of contract.

1.14.4 The Bid Security shall be forfeited by Authority in the following events:

- a) If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
- b) if a Bidder submits a Non-Responsive Proposal or if any information or document furnished by the bidder turns out to be misleading or untrue in any material respect;
- c) If the Proposal is varied or modified in a manner not acceptable to Authority after opening of proposal during the validity period or any extension thereof.
- d) If the bidder tries to influence the Authority during the evaluation process.
- e) In the case of Selected Bidder, fails within the specified time limit: -
 - to accept the LoA; and / or
 - to sign the Contract/Agreement; and / or
 - to furnish the Performance Security; and
 - in case the Selected Bidder, having signed the Contract/ Agreement, commits any breach thereof prior to furnishing the Performance Security.

1.15 Power of Attorney

The Bidder should submit a Power of Attorney in the format specified at **Form-T5** of Section 5 authorizing the signatory of the Proposal to commit the Bid.

1.16 Proposal Validity

Bids shall remain valid for a period of **90** days from due date of bid submission as mentioned in the Bidder Data Sheet. During this period, bidders shall ensure the availability of Authorized Representative nominated in the Proposal and also the financial proposal shall remain unchanged. The Authority will make its best effort to

complete the selection process within this period. Authority reserves the right to reject a Bid as non-responsive, if such Bid is valid for a period, which is less than period specified and Authority shall not be liable to send an intimation of any such rejection to such Bidder. Bidders are requested to refer "Bidder Data Sheet" for applicable duration validity.

1.17 **Extension of Period of Validity**

In exceptional circumstances, Authority may solicit bidder's consent for an extension of the period of Bid validity. Any such request by Authority and the response thereto shall be made in writing and such extension of Bid validity period by the Bidder should be unconditional. A Bidder may refuse Authority's request for such extension without forfeiting the Bid Security. A Bidder accepting the request of DA&FP shall not be permitted to modify its Bid.

1.18 **Conflict of Interest**

Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection as the Agency under any of the circumstances set forth below:

- a. **Conflicting Assignment:** A bidder or any of its affiliates shall not be engaged for any Assignment that, by its nature, may be in conflict with this Assignment of the bidder to be executed for the same Employer.
- b. **Conflicting Relationships:** A bidder that has a business or family relationship with a member of the Authority's staff who is directly or indirectly involved in any part of
 - i. the preparation of the Terms of Reference of the Assignment/job,
 - ii. the selection process for such Assignment/job, or
 - iii. supervision of the Contract, may not be awarded a Contract, until and unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority.

Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its Contract.

1.19 **Corrupt or Fraudulent Practices by the Bidder**

The Authority desires to observe a high standard of ethics during the process of bidding and execution of Agreement. In pursuance of this clause, the Authority

- will not accept on the contrary reject a proposal for award, if it determines that the Bidder recommended for award, has directly or indirectly or through an agent engaged in corrupt or fraudulent practices in competing for the RFP in question.
- The Authority will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by DA&FP, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the RFP or during execution.

"Corrupt practice" means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract/agreement and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

1.20 **Prohibition against collusion amongst bidder(s)**

Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Proposal which have been arrived at, through connivance or collusion or pooling amongst two or more interested parties for the purpose of restricting competition shall be deemed to be invalid and the concerned Bidder(s) shall lose its/their Bid Security, at Authority's sole discretion. The format for Anti- Collusion Certificate has been provided in Form T-8 under Section 5 of the RFP document.

1.21 **Governing Laws and Jurisdiction**

The Contract shall be construed and interpreted in accordance with and governed by the laws and procedures established by Government of India within the framework of applicable legislations and enactment made from time to time. The Courts at Bhubaneswar shall have jurisdiction over all matters arising out of or relating to the Contract.

1.22 **Relationship between the Parties**

Nothing mentioned herein shall be construed as relationship of master and servant or that of principal and agent in between DA&FP and the service Provider.

1.2 **Arbitration**

1.23.1 In the event of any dispute or differences arising under these conditions or any special conditions of the contract in connection with this contract, the same shall be referred to Principal Secretary, Department of Agriculture and Farmers' Empowerment for final decision and the same shall be binding on all parties.

1.23.2 Any other terms and conditions, mutually agreed prior to finalization of the agreement shall be binding on the Firm.

1.23.3 DA&FP and the Agency shall make every effort to resolve amicably through direct negotiation any disagreement or dispute arising between them. In case, any dispute arises between parties on aspects not covered by the agreement to be executed, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings shall be held in Odisha, India.

1.23 **Standards of Performance**

The Agency shall perform the services and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Agency shall always act in respect of any matter relating to this contract as faithful associate and advisor to DA&FP. The Agency shall always support and safeguard the legitimate interests of DA&FP in any dealings with any third party. The Partnering Agency shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Partner Agency shall conform to the standards laid down in the RFP in totality

1.24 **Further Terms**

1.24.1 The terms and conditions with respect to this Tender document are subject to such further refinement, clarification and modification as may be required to be made by Authority during the tendering process or at the time of signing of Contract/Agreement.

1.24.2 Agreement shall be signed between DA&FP, the Authority and as the Agency (successful Bidder after further negotiation for finalisation of cost) incorporating terms of the tender as directed by DA&FP.

1.25 **Any other**

The Agency should obtain prior permission of the Authority for publication of any material and advertisements etc. concerning this assignment.

1.26 **Interpretation of Documents:**

i. Authority will have the sole discretion in relation to:

- a) the interpretation of this RFP document, the Proposals and any documents provided in support of the Proposals; and
- b) all decisions relating to the evaluation of Proposals.

Authority will have no obligation to explain or justify its interpretation of this RFP document, the Proposal(s) or their supporting/related documents/information or to justify the evaluation process or selection of the Selected Bidder.

ii. In the event of conflicts of any sort among the Information and Instructions to Bidder and the Contract/Agreement, the documents shall be given the following priority:

- a) Contract/Agreement,
- b) Information and Instructions to Bidder.

iii. Authority reserves the right to use and interpret the Proposal documents, data etc. it receives from the Bidder(s) in its absolute discretion.

1.27 Force Majeure

Force majeure clause shall mean and be limited to the following in the execution of the contract.

- (i) War/hostilities
- (ii) Riot or Civil commotion
- (iii) Earth quake, flood, tempest, lightning or other natural physical disaster
- (iv) Restriction imposed by the Government or other statutory bodies, which is beyond the control of the Agency, which prevent or delay the executive of the order by the Agency.

The Firm shall advise DA&FP in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, DA&FP reserve the right to cancel the contract without any obligation to compensate the Firm in any manner for what so ever reason, subject to the provision of clause mentioned.

1.28 Confidentiality

1.28.1 Information relating to examination, clarification, comparison and evaluation of Proposals and recommendations concerning awards shall not be disclosed to the bidders, who have submitted the proposals or to other persons not officially concerned with the process until the publication of the award of Contract. The effort by any bidder to seek confidential information related to the process may result in the rejection of its Proposal.

1.28.2 Neither party will disclose to any third party without the prior written consent of the other party any confidential information, which is received from the other party for the purposes of providing or receiving services, which if disclosed in tangible form is marked confidential or if disclosed otherwise is confirmed in writing as being confidential or if disclosed in tangible form or otherwise, is manifestly confidential. Each party will take measures to protect the confidential information of the other party that, in the aggregate are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential information, and in any event, not less than a reasonable degree of protection. Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this contract or any other contract between the parties

However, these restrictions will not apply to any information which:

- a) Is or becomes generally available to the public other than as a result of a breach of an obligation under this clause; or
 - b) Is acquired from a third party who owes no obligation of confidentiality in respect of the information; or
 - c) Is or has been independently developed by this recipient or was known to it prior to receipt
- 1.28.3 Notwithstanding clause (a) mentioned above, either party will be entitled to disclose confidential information of the other (1) to its respective insurers or legal advisors, or (2) to a third party to the extent that this is required by any or where there is a legal right. Duty or requirement to disclose, provided that in the case of sub-clause(ii) (and without branching any legal or regulatory requirement) where reasonably practicable not less than 2 business days' notice in writing is first given to the other party.

SECTION-2

2. KEY CLAUSES IN AGREEMENT

2.1 Sub-Contracting

The Agency shall itself perform its obligations under this assignment and shall not assign or transfer or sub-contract any of portion/part of this assignment, its rights and obligations under this agreement to any third party without the prior written permission from competent Authority, i.e, DA&FP.

2.2 Damages for breach of obligations under the Contract

In the event that the Agency fails to ensure requisite progress at each stage in execution of this assignment including output & deliverables within the time line indicated in this RFP, Authority within a reasonable time commensurate with the nature of defect or deficiency in execution, shall without

prejudice to its rights under this tender including termination thereof, be entitled to suggest remedial measures in streamlining the process of execution and the Agency will be bound to ensure the same at its own risk and cost. However, in case any amount is incurred by the Authority for the same, the amount so incurred will be deducted from the amount payable to/recoverable from the Agency.

3.3 Termination Clause

- i. Repeated failure to carry out instructions in maintaining standard of food and tea / coffee/ snacks etc. would entail in termination of the contract.
- ii. On completion of the trial period, the contract may be terminated with a notice of seven days if the services provided and quality of food items etc. are found to be of not standard as specified.
- iii. On confirmation of the contract for one year, including the trial period, the contract may be terminated at any time giving two months notice.
- iv. Canvassing in any form shall be considered as a disqualification.
- v. The dispute relating to this contract shall be subject to Bhubaneswar jurisdiction only.

2.3.1 Events of Default and Termination

2.3.2 Event of Default

Event of Default means the “Agency Event of Default” or the “Authority Event of Default” or both as the context may admit or require.

2.3.3 Agency Event of Default

Any of the following events shall constitute an event of default by the Agency ("Agency Event of Default") unless such event has occurred as a result of Authority Event of Default or a Force Majeure Event;

- 1) Any representation made or warranties given by Agency under this contract are found to be false or misleading.
- 2) Agency is in material breach of operation and execution requirements (as set out in Clause 2.5 hereto)
- 3) Agency fails to continuously provide requisite experienced technical and management professionals to run the AE-Hub efficiently as well as in extending requisite support and assistance for implementation of the Scheme.
- 4) Agency sub-contracts the assignment to any party.
- 5) Agency submits to the Authority any statement which is false in material particulars and which has a material effect on Authority's right, obligations or interests.
- 6) A resolution is passed by the shareholders of the Agency for the voluntary winding up of the Agency.
- 7) Any petition for winding up of the Agency is admitted by a court of competent jurisdiction or Agency is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Agency are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Agency under this tender and provided that:
 - a. the amalgamated or reconstructed entity has the technical capability and adequate experience necessary for execution of its obligations under this contract;
 - b. the amalgamated or reconstructed entity has the financial standing to perform its obligations under this contract and has a credit worthiness at least as good as that of the Agency as at the Effective Date; and
 - c. Each of the Assignment Agreements remains in full force and effect.
- 8) Agency repudiates the contract or otherwise evidences an intention not to be bound by this contract.
- 9) Agency suffers an attachment being levied on any of its assets causing a Material Adverse effect on the contract and such attachment continues for a period exceeding **90** days.
- 10) Agency has delayed any payment that has fallen due under this tender and if such delay exceeds **90** days.

- 11) Agency is otherwise in Material Breach of this contract or commits a default in complying with any other provision of this tender.
- 12) In case of non or poor execution of Assignment.
- 13) In case of insolvency of the Agency.
- 14) Substantial shortcoming is observed in achieving the pre-set goals/deliverables as required and set forth in this RFP will be considered as “default” and contract shall be terminated.

2.3.4 Authority Event of Default

1. The Authority fails to provide requisite office space for establishment and functioning of the Consultants along with requisite furniture & fixtures and hardware.
2. The authorized representative of the Authority instructs the Agency to delay the process of execution and/or to temporarily stop the execution and the instruction is not withdrawn within a continuous period of 30 days.
3. The Authority is closed by any Notification of the State Government other than for a reconstruction or amalgamation.
4. The Authority fails to pay or release any amount due to the Agency exceeding for a period more than 60 days.
5. If the Contract is terminated, the Agency shall stop execution of this assignment immediately and handover all the materials, which might have been handed over by the Authority for execution including any approvals/.
6. The Agency shall not be liable for any penalty for delay or for failure to continuously perform/execute the contract for reasons of force majeure such as acts of god, acts of the public enemy, acts of Govt., Fires, floods, earth quake, epidemics, Quarantine restrictions, strikes, Freight Embargo and provided that the Agency shall within Ten (10) days from discontinuance of execution on such account notify the Authority in writing of the cause of delay/discontinuance. The Authority shall verify the facts and grant such extension, if circumstance justify.
7. The Authority does not assist in getting various registrations and approvals from the Government authorities.

2.3.5 Termination due to Events of Default

2.3.5.1 Termination for contract Event of Default by Agency

Without prejudice to any other right or remedy which Authority may have in respect thereof under this contract, upon the occurrence in the Event of Default on part of the Agency, Authority shall be entitled to terminate this contract by issuing a Termination Notice of **30** days in writing to the Agency. Further the Authority shall be entitled to forfeit / encash the Performance Guarantee, only in case of default on part of the Agency.

2.3.5.2 Termination for contract Event of Default by Authority

Without prejudice to any other right or remedy which Agency may have in respect thereof under this contract, upon the occurrence in the Event of Default on part of the Authority, the Agency shall be entitled to terminate this contract by issuing a Termination Notice of **90** days in writing to the Authority.

2.3.6 Payment upon Termination

2.3.6.1 If the Contract is terminated because of a fundamental breach of Contract by the Agency, the Authority or its authorized representative shall issue a certificate for the value of damage/loss sustained or for any amount receivable from the Agency. The same shall be paid by the Agency separately with taxes and levies, as the case may be, or can be appropriated from the Performance Security available with the Authority.

2.3.6.2 If the Contract is terminated because of a fundamental breach of Contract by the Authority, the Agency shall issue a certificate for the value of loss, if any, including any other amount remains payable or reimbursable to the Agency shall be payable by the Authority.

2.4 Retention Amount

a) The Authority will retain 10 % of the amount payable to the Agency on month to month basis out of amount finalised and agreed on to be paid to the Agency by DA&FP towards “Retention Amount” as a security against non-performance of the assignment.

However, non-performance/non-compliance/failure in meeting the assigned targets within the period of contract, balance Retention Amount lying pending for release or release of same has been ruled out altogether for a breach or non-performance of the contract, such retention amount will be forfeited as a penalty for non-performance.

2.5 **Obligations and Responsibilities of Agency:**

- i. The initial contact period will be for one month. However, the DA & FP, Odisha reserves the right to issue the work order for one or more months initially as may be decided by him and terminate the agreement after giving seven days notice. The successful bidder, however, has to execute the agreement on award of work on trial basis and the trial period will be specified in the work order and shall be binding on the bidder. After the initial trial period, the agreement shall be extended for one year, which period shall include the trial period and the contract shall remain valid for one year from the commencement of the trial period. On confirmation of the contract, the contract shall be terminated at any time giving two month notice by either side. The contract can also be terminated at short notice of seven days for (a) for misconduct by the Service Provider or his employees (b) misuse of Krushi Bhawan premises for any other purposes than specified in the work order/ contract/ agreement (c) undisciplined behavior of the Service Provider himself or his workmen/ staff (d) unsatisfactory Services (e) submission of false declaration/documentation.
- ii. The Service Provider must ensure that the Catering Staff serving food should wear a Uniform when serving the Food items within the Campus or if required outside the Campus. The colour combination of Uniform may be decided in consultation with the Director, DA&FP, Odisha. The uniform to the staff of the contract shall be provided by the Service Provider within 15 days of award of the contract or confirmation of the contract whichever is later.
- iii. The Service Provider should ensure that the Food is served in clean plates, made of Porcelain or unbreakable similar material or stainless steel Thalies. Each side dish like Dal, Vegetable Curry, fry, fish/mutton/chicken etc. should be served in separate suitable bowls of Porcelain or unbreakable material or Stainless Steel only.
- iv. Good Quality Stainless steel Spoons should be provided with each meal/ Tiffin/ Snacks plates irrespective of the guests asking for it.
- v. Tea should be served in good clean Porcelain or unbreakable cups and saucers or Paper cups only. Use of Plastic is strictly prohibited.
- vi. Tea and snacks when served in Conference Hall/ Training Hall should be served in Paper plates/ Paper cups/ Cups and Saucers only.
- vii. Tea/ Coffee should be carried to the Training Hall/ Conference Hall from the Kitchen in good quality Vacuum Flasks only.
- viii. The Cleaning staff of the Service Provider should wear a distinct uniform as may be specified by Krushi Bhawan authority.
- ix. The kitchen waste should be disposed off at an appointed place located in the campus, segregating the degradable waste and non-degradable waste separately. The Service Provider should also ensure that the waste so deposited in the appointed place is cleared daily by the Bhubaneswar Municipal Corporation from the campus.
- x. The Service Provider shall be obliged to appoint a catering Supervisor/ Manager who should have his own uniform and should be available in the campus to take orders from the training Coordinators with respect of menu for a given day and ensure that the same is executed exactly as per the orders so given.
- xi. The Catering Supervisor/ Manager/ Service Provider should ascertain from the Training Coordinator/ Officer in-charge of the Training programme the specific requirements of the next day well in advance and make arrangements accordingly.
- xii. When more than one programme with varying menu mix is organized inside Krushi Bhawan, the Service Provider shall be obliged to make such separate arrangements for items of food as may be specified by the training coordinator/ Officer in-charge and stagger the serving time accordingly.
- xiii. The Manager/ Catering Supervisor/ Staff of the Service Provider should be polite to the guests and in case of any erring staff the Caterer shall be obliged to remove him from the campus immediately.

2.6 **Obligation and Responsibilities of the Authority**

- xiv. The DA&FP shall provide following inventory:
- xv. Furniture for Cafeteria.

- xvi. Gas bank, chimney, burner, all kitchen equipments, drinking water, raw water and hot water.
- xvii. Electrical fittings, tube lights, bulbs, fans, etc., as aggregate level infrastructure to be provided one time only, thereafter should be repaired by the Service Provider at his own cost.
- xviii. Renovation/ addition to the building, fire fighting equipment, emergency power line etc.
 - a) The Authority shall pay or release the total amount per month as agreed on negotiation for engagement as the Agent for this assignment in 12 equal monthly instalments and the amount due for a particular month be released by 10th of the succeeding month after deducting 10% of the amount towards Retention Amount to the Agency to meet its manpower expenses only subject to submission of satisfactory progress report of the preceding month.
 - b) On termination of the contract earlier or on completion of the contract period, the end product of the work/assignment carried out by the Agency, in any form, will be the sole property of DA&FP.
 - c) In the event that the Agency fails to ensure requisite progress at each stage in execution of this assignment including deliverables within the time line indicated in this RFP, Authority within a reasonable time commensurate with the nature of defect or deficiency in execution, shall without prejudice to its rights under this tender including termination thereof, be entitled to suggest remedial measures in streamlining the process of execution and the Agency will be bound to ensure the same at its own risk and cost. However, in case any amount is incurred by the Authority for the same, the amount so incurred will be deducted from the amount payable to the Agency.
 - d) The Authority on being notified by the Agency in writing the cause of continuance of execution of the assignment by the agency on account of an event of force majeure, the Authority on verification of the facts may grant time extension, if the circumstances, so justify.

2.7 Other General Terms and Conditions of the Contract

1. Krushi Bhawan under Department of Agriculture & Farmers' Empowerment, Govt. of Odisha being an Govt. organization, the contractor will not allow or permit his employees to participate in any trade union activities or agitation in the premises of the owner.
2. All personnel/employees/workmen employed by the Service Provider shall be adults with good health and sound mind. The personnel/employees/workmen of the Service Provider shall be liable to security search by the Security Staff/Agencies deployed by DA&FP.
3. The Service Provider shall appoint fully qualified competent and skilful workers in their services, supervisors and employees/workmen at their own cost to ensure that the services rendered by them and the responsibility and obligations undertaken by them are carried out to the satisfaction of the DA&FP.
4. The Service Provider as an employer for all purposes of its employees/workmen shall have exclusive right to appoint, substitute, suspend and terminate the services of any of their employees / workmen with intimation to the designated officer of the DA&FP.
5. The employees/workmen employed by the Service Provider shall always be under the direct and exclusive control and supervision of the Service Provider and the Service Provider may transfer its employees / workmen and in accordance with their needs. Adequate and necessary number of employees/workmen is deployed by the Service Provider for fulfillment of their contractual obligations under this agreement. It shall be the sole responsibility of the Service Provider to ensure that employees/workmen deployed by him fulfill the obligations undertaken by the Service Provider under this agreement and the Service Provider shall provide such employees/workmen at his own cost, with such equipment and other paraphernalia as may be considered necessary.
6. Any theft or damage caused to the equipments/furniture/property of the cafeteria due to negligence of the Service Provider shall be borne by him. Appropriate amount of penalty after due consideration and hearing will be imposed by DA&FP.
7. All personnel and their bags and baggages deployed with the Service Provider shall be liable for physical check both at the time of entry and leaving the Krushi Bhavan campus. The DA&FP may introduce a system of Bio Metric/ RFID attendance/GIS checking system, bar coding or any other technology solutions, which will be binding and applicable on all such personnel engaged by the Service Provider or agencies, rendering service to the Cafeteria.

8. No items will be taken out of the Cafeteria without written permission of the DA&FP. Normally no inventory should be shifted from one room/ place to another, without approval of Maintenance-In-Charge, Cafeteria and making valid entry in the stock register of the inventory.
 9. The Service Provider or his representative will not allow any unauthorized person including firm officials to stay in the Krushi Bhavan premises without written permission of the designated officer. If at any time or during surprise check it is found that person staying in the premises without written permission, the Service Provider will be directly responsible and financial penalty of Rs. 20,000/- per day will be imposed on the Service Provider for the damage and the same will be recorded in the complaints precedence register.
 10. The DA&FP will not be responsible for any injury, accident, disability, or loss of life to the Service Provider or to any of its personal that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the Service Provider. The Service Provider has to make his own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by them under their pay roll and submit a proof to this effect.
 11. Compliance of policy regulation/statutory obligation viz., Payment of Minimum Wages Act, Employer's Liability Act, Contract Labour (Regulation & Abolition) Act, The Workmen Compensation Act, Industrial Dispute Act, Maternity Benefit Act, Employee State Insurance Act, Provident Fund Act, Miscellaneous Provision Act and Labour license of State and Central government, as on the date in existence or revised/changes in the future, will be whole sole responsibility of the contractor. In this regard the contractor at all-time should indemnify DA&FP against all claims and will maintain necessary books, logs, register, verification, returns, receipts, computerized database etc., mandatory as per the law and as per the government rules and make its available for inspection/verification to the concerned Government Officer / Labour Enforcement Officer/ Regional Provident Fund Commissioner, as and when required. Failure to comply such instructions will lead to imposition of fine by State/Government machinery and summary termination of contract and/or such other action as the state may deem fit. A copy of all such compliances, statements, payments made to the statutory authorities etc. including registration number shall be provided to the DA&FP for verification and record.
 12. The Service Provider will be exclusively responsible to meet and comply with all legal requirements with respect to food items prepared and sold by him to the Cafeteria, Krushi Bhawan, including with respect to raw material and ingredients incorporated therein, and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to preparation, storage, service and sale of food, including the provision of the Prevention of Food Adulteration Act, The Essential Commodities Act, The Weight & Measures Act and all other rules, regulations and orders framed there under, including safety and health of all consumers/residents under the said contract. The Service Provider should keep the owner indemnified from and against any claim of infection, food poisoning or illness arising from any bad, stale or defective food or materials provided as meals during the entire contract period.
 13. Payment of Electric charges shall be made by the Service Provider on actual and monthly basis.
- 2.7.1 At the commencement of the contract, the Agency is required to deploy maintain the same team/individual till the completion of the Assignment. In the event of one of the members of the team leaving the job, a professional with identical/ similar profile is required to be deputed/ replaced with prior consent of DA&FP. All related events shall be reported to the department prior to any decision being taken by the Selected Agency.
 - 2.7.2 No other charges shall be incurred by DA&FP other than those specified herein and the party shall be responsible for insurance and any other statutory requirements of the personnel deputed for carrying out the activities to accomplish the objective & scope of the Scheme.
 - 2.7.3 Payment shall be released subject to acceptance of deliverables as per terms & conditions stipulated by DA&FP.

SECTION-3

Technical Proposal

- i. Bidders need to submit all required information with supporting documents as per Form T1 to T10 and as per instructions provided in this RFP.
- ii. If necessary, additional sheets can be added by the Bidder.
- iii. Each page of technical and qualification information shall be duly signed by the Bidder or his authorized representative.
- iv. Cost incurred by Bidder(s) in making this offer, in providing clarifications or attending discussions, conferences, or visits to the office of APICOL shall not be reimbursed by the Authority.
- v. Incomplete bids shall be summarily rejected.
- vi. The language for submission of application shall be English.
- vii. The enclosed forms should be filled in completely and all questions should be answered. If any particular query is not relevant, it should be replied as 'not applicable'.
- viii. All Financial data etc. should be given in Indian National (INR) Rupee only.
- ix. If the bid is made by a firm in partnership, it shall be signed by all the partners of the firm along with their full names and current addresses, or by a partner holding the power of attorney for the firm for signing the application. In such a case a certified copy of the power of attorney should accompany the application. A certified copy of the partnership deed, current address of the firm and the full names and current addresses of all the partners of the firm shall also accompany the application.

FORM-T1 COVERING LETTER

(On Bidder's Letter Head)

Location:

Dated:

To

The Director,
DA&FP, Krushi Bhawan,
Bhubaneswar - 751001

Subject: Selection of Agency in response to your Request for Proposal for Cafeteria Management and Event Management at Krushi Bhawan.

Dear Sir,

With reference to your Request for Proposal dt_____, I having examined all relevant documents and understood their contents, hereby submit our Technical and Financial Proposal in response to your RFP.

- 1) All information provided in the Proposal and in the Appendices is true and correct and all the documents accompanying such Proposal are true copies of the respective originals. This statement is made for the express purpose of selection and appointment as the Agency for the aforesaid assignment/contract.
- 2) I shall make available to the Authority any additional information, it may deem necessary or require for supplementing or authenticating the Proposal.
- 3) I acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 4) I certify that in the last three years, we or any of our associate have neither failed to perform on any contract, nor have had any contract terminated by any public authority for breach on our part.
- 5) I declare that:
 - a) I have examined and have no reservations to the RFP Documents including any Addendum issued by the Authority.
 - b) I do not have any conflict of interest in accordance with the prescriptions in the RFP Document;
 - c) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as defined in the RFP Document, in respect of any tender or request for proposal by or any agreement entered into with the Authority or any public sector enterprise or any Government, Central Government or State; and
 - d) I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 6) I agree and understand the proposal is subject to the provisions of the RFP Document. In no case, I/We have any claim or right of whatsoever nature if the Assignment/Contract is not awarded to me/us or our is not opened or rejected.
- 7) I agree to keep this offer valid for 60 (Sixty Days) days from the Proposal Due Date specified in the RFP Document
- 8) In the event of my firm being selected as the Agent to partner with APICOL for implementation of Agricultural Entrepreneurship Promotion Scheme-2018 of Government of Odisha, I agree to enter into an Agreement in accordance with the form which shall be provided by Authority. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

v) Address, if different from (b) -

2. LEGAL STATUS

- a. Registration details of the Organisation –
 - i. Society Act
 - ii. Under Trust ship Act
 - iii. Under Company (section – 25)
 - iv. If any other, specify
- b. Year of registration –
- c. Operational area of the organization :
 State(s) _____ , District(s) _____ ,
 Block(s) _____ , Village(s) _____
- d. Whether organization is registered under FCRA -
- e. Whether it is registered under Income Tax (PAN & TAN)
- f. Whether it is registered under GST, if yes GSTIN:
 N.B – Please attach the proof of the above documents

3. GOVERNANCE & MANAGEMENT

- a. Brief description of the organisation
 (vision, mission, goal and thematic areas of work):
- b. Explain how is it reflected in program /
 activities taken by the organization :
- c. What are sources of fund for the organization(Put a tick mark)

I	Corpus			Government Grant	
II	Endowment			Donor's Grant	
III	Donation			Other (Pl specify)	

N.B Attach supporting documents, Attach last 3 years of Annual reports.

4. FINANCIAL MANAGEMENT

- a. Whether there is an internal audit system - (Yes/No)
- b. If yes, who conducts internal audit (Internal /External) and mention the periodicity of both internal and external Audit
- c. Specify system of internal control –
- d. What financial statements are prepared at organization (Put tick mark whichever is appropriate)

Balance Sheet		Cash Flow Statement	
Receipts & Payment Account		Fund Flow Statement	
Income & Expenditure Account		Others (Please Specify)	

N.B – Kindly attach audited Financial Statement (P/L and Balance Sheet) for the last Three Years

5. FINANCIAL SUSTAINABILITY

a. What was the organizational budget for last three years –

Financial Year	Amount in INR
2017-18	
2018-19	
2019-20	

b. Out of total budget, what amount constitutes under following heads / sources –

		FY 2017-18	FY 2018-19	FY 2019-20
I	Donor Support			
II	Government Support			
III	Local Contribution/Funding			
IV	Own Income			
V	Others(Please Specify)			
	Total			

6. PERSONNEL / STAFF (Current status)

a. Total number of Staff –

b. No. of permanent Staff :-----, Male:----- ; Female: -----

c. No. of temporary Staff: -----, (M / F) Male: _____; Female: _____

d. Total No. of Technical / Professional staffs (M & F)

Male: _____Nos; Female: _____Nos

e. Average stay / association of staff with organization (in years) : _____

N.B – Attach staff details in the following template

S.N	Name	Qualification	Yrs of Experience in the organisation	Themes having experience

NOTE: Attach Curriculum Vitae of the individual key staff members to be assigned to the work as per the Form attached in Form-F2

7. **Any other Information** (which you consider relevant for the project and not covered)

Following documents should be submitted with Qualification and Technical bid:

- A. Self declaration in shape of Affidavit from Notary (as per Form T5) mentioning that bidder has not been black listed by any Government body in India during last five years.
- B. Authorization given to the bidder's representative, who has signed the bid by the Board of Directors/ Partners / authorized body. In case the person who has been authorized by the Board of Directors/ Partners / Authorized body has delegated this power to the person who has signed the bid, a valid notarized Power of Attorney on Stamp Paper authorizing this act must be provided for support.
- C. Self-attested certificate that the bidder has not defaulted in payment against any loan/credit facility availed by him/them with details of loan/credit facility availed from any Bank/FI with name of the Bank/FI, Branch Name and IFS code
- D. Self declaration in shape of Affidavit from Notary that the either the bidder or authorised representative have not been convicted for an offence involving moral turpitude in the last 5 years, moreover, no charge have been filed against any of them for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary.
- E. Self-attested copy Permanent Account Number (PAN) of the Bidder.
- F. Self-attested copy GST Registration Certificate of the Bidder.
- G. Self-attested copy Permanent Account Number (PAN) of the Authorised Representative.
- H. Self-attested copy of Aadhar Card of the Authorised Representative.
- I. Copies of Income Tax Returns filed for the last 3(three) years along with assessment order of the Bidder.
- J. Recent Photograph of the Authorised Representative.
- K. Copy of I.T Return, Acknowledgement and Assessment Order/Clearance Certificate from Income Tax Authorities and Commisionerate of CT & GST, Odisha with regard to non-arrear of Taxes.
- L. Net Worth Certificate from a Chartered Accountant

12. Checklist of Eligibility

Criteria	Description	Required Supporting Document	Submitted(yes/No)
Technical Criteria			
A	Bidder should not have been blacklisted by any Govt. Organization/ Government Entity / Government Company in the last 5 years.	Self- declaration in shape of Affidavit from a Notary in requisite stamp paper as per format given in T6 .	
B	Bidder should be registered with the Income Tax, Goods and Services Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.	Copies of PAN, GSTIN, IT Returns for the last 3 financial years, Labour Registration, EPF Registration Certificate, ESI Registration Certificate.	
C	Bidder or the authorised representative should not have been convicted for an offence involving moral turpitude in the last five years; or there should not be any charge filed against the bidder or its authorised representative for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary.	Self-declaration in shape of an affidavit from a Notary in requisite Stamp paper should be enclosed. In addition, the bidder is further required to provide details of proceedings pending against him/ her/ them as on the date of submission of Bid with regard to any civil, criminal or tax liability.	
Financial Criteria			
D	The Bidder should have a minimum average annual turnover of Rs.90.00 lakh during the preceding three financial years ending in March 2020.	Certificate from the Statutory Auditor has to be provided certifying total turnover of the Organization during last three financial years ending March, 2020 as per Form T3 of Section 4.	
E	Bidder should not have defaulted against any loan/credit facility availed by him/them from any Bank or FIs.	Certificate(s) from all the Bankers/FIs, from where the Bidder has availed any Loan/credit/overdraft facility.	

NOTE: In addition, the Bidder shall enclose copies of supporting Documents/Statements indicated at “INFORMATION ABOUT THE BIDDER” but not categorically mentioned herein above. Bidders are to specifically mention as to whether they have enclosed or not (Yes/No) as indicated in column 4 of this check-list for enclosures not categorically mentioned above by using extra pages of paper, wherever necessary.

13. Check-list of Technical Forms

Form	Title	Submitted (Yes/No)
Form T1	Covering Letter	
Form T2	Information about Bidder	
Form T3	Curriculum Vitae for members of Bidder's	

	Team (Please indicate _____ Nos.)	
Form T4	Financial Capacity of Bidder	
Form T5	Power of Attorney	
Form T6	Copy of Affidavit from Notary for not being black-listed by any Govt. Agency /Undertaking in the last 5 years.	
Form T7	Copy of Affidavit from Notary that: ii) He/She/It has not been convicted for an offence involving moral turpitude in the last five years; or ii) No Charge is filed for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary; Further the bidder is required to provide details of proceedings pending against it as on the date of submission of Bid with regard to any civil, criminal or tax liability.	
Form T8	Anti-Collusion Certificate	
	Net-Worth Certificate	
	Certificate from Bankers/FIs that the Bidder has not defaulted in payment of dues to Banks/FIs	

NOTE: In addition, the Bidder shall enclose copies of supporting Documents/Statements indicated at “INFORMATION ABOUT THE BIDDER” but not categorically mentioned herein above. Bidders are to specifically mention as to whether they have enclosed or not (Yes/No) as indicated in column 3 of this check-list for enclosures not categorically mentioned above by using extra pages of paper, wherever necessary.

14 Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes my qualification my experience and me.

Date:

Signature of Staff Member: _____

Authorized official from the firm: _____

Form T4 - Financial Capacity of the Bidder

Bidders are required to provide the information about the annual turnover from the similar service during the last 3 years as per the following prescribed format:

[To be provided on the Bidder Letter Head]

<Name of Bidder>

FINANCIAL CAPACITY OF BIDDER

Sl No.	Turnover Period (last 3 Financial Year)	Turnover
1	FY 2017-18	

2	FY 2018-19	
3	FY 2019-20	
Certificate from the Statutory Auditor		
This is to certify that (Name of the Bidder with detail address) has the annual turnover against respective Financial Year on account of activities being carried on year to year basis.		
Seal and Signature of the Auditor with Membership Number		

FORM T5-POWER OF ATTORNEY

To

The Director,
DA&FP, krushi Bhawan
Bhubaneswar – 751001

REF: Your RFP No. _____ dt. _____ for selection of Agency to provide Cafeteria and Event Management at Krushi Bhawan, A&FE Department, Odisha

Dear Sir,

<**Bidder's name**> hereby authorizes <**Designated Representative's name**> to act as a representative of <**Bidder's name**> for the following activities vide its Board Resolution/ Power of Attorney attached herewith. The authorised representative has to attend all meetings conducted by Authority or other entities associated with the said assignment and to discuss, negotiate, finalize and sign any bid or contract/agreement with DA&FP.

Yours faithfully,

<**Signature of appropriate authority of the Bidder** >

Name of appropriate authority of the Bidder:

<**Signature and name of the Designated Representative of the Bidder for acceptance of this Power of Attorney**>

For

<**Name of Bidder** >**Encl: Board Authorization**

Notarised

(On Stamp paper of relevant value)

(Applicable in case of bid not being signed by the person directly authorized by the firm)

Dated:

FORM OF POWER OF ATTORNEY

Know all men by these presents, we _____ (name of the bidder with address of the registered office) do hereby constitute, appoint and authorise Mr _____ (name and address of residence bearing Aadhaar Card Number) who is presently a Director of our Company/firm/employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for providing Cafeteria Management and Event Management at Krushi Bhawan.

We hereby agree to ratify all acts, deeds and things lawfully done by the said attorney pursuant to this Power of Attorney and all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Executant

Signature of the Attorney

(Name, Title/Designation and address of the Attorney) attested

(to be executed by the sole bidder)

FORM T6-ANTI-BLACKLISTING INFORMATION

(On the Stamp Paper of appropriate value in the shape of affidavit from the Notary regarding ineligibility of the Bidder and non-blacklisting)

I/we M/s., (name and address of the registered office) hereby certify, confirm and undertake that our company/firm/enterprise/I or any of our promoter(s) / director(s)/partner(s) have not been debarred/ blacklisted in the last 3 years by Government of Odisha / any Entity/Department/Public Sector Undertakings(PSUs) of Govt. of Odisha /any other State Governments/their entity/Departments/ PSUs or Central Government or its entity/ department /PSUs or their agencies in India or from abroad from participating in Project, either individually or as member of a Consortium as on the _____ (Bid Submission Date).

We further confirm that we are aware that our bid for the captioned tender would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this tender at any stage of the bidding process or thereafter during the agreement period.

Dated this day of, 2021.

<Name of the Bidder>

<Signature of the Authorized person>

<Name of the Authorized Person>

Notarised

FORM T7

UNDERTAKING WITH REGARD TO NON CONVICTION OF ANY OFFENCE INVOLVING MORAL TURPITUDE IN LAST 5 YEARS OR NON-FILING OF ANY CHARGE FOR AN OFFENCE INVOLVING MORAL TURPITUDE BEFORE ANY COURT OR JUDICIARY

(On the Stamp Paper of appropriate value in the shape of affidavit from the Notary)

I/we M/s., (name and address of the registered office) hereby certify, confirm and undertake that our company/firm/enterprise or any of our promoter(s) / director(s)/partner(s)/authorised representative have not been convicted for an offence involving moral turpitude in the last 5 years, moreover, no charge have been filed against any of us for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary.

In addition, we confirm that there is no proceeding pending against any of us as on the date of submission of Bid with regard to any civil, criminal or tax liability. **(Please refer Note below)**

We further confirm that we are aware that our bid for the captioned tender would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this tender at any stage of the bidding process or thereafter during the agreement period.

Dated this day of, 2020.

<Name of the Bidder>

<Signature of the Authorized person>

<Name of the Authorized Person>

Notarised

NOTE: Bidders are required to provide details of proceedings against them as on the date of submission of Bid with regard to any civil, criminal or tax liability and this will be taken to account during technical evaluation of the Bids.

**FORM-T8
ANTI COLLUSION CERTIFICATE**

(on letterhead of Bidder)

1. We certify that this Proposal is made in good faith and that we have not fixed or adjusted the amount of the Proposal by, or under, or in accordance with any agreement or arrangement with any

other person. We also certify that we have not and we undertake that we will not, before the award of any contract for the work:

(i) (a) Communicate to any person other than the Authority /or person duly authorized by it in that behalf the amount or approximate amount of the Proposal, or Proposed Proposal.

(b) Enter into any agreement or arrangement with any person that they shall refrain from bidding; they shall withdraw any Proposal once offered or vary the amount of any Proposal to be submitted.

(ii) Pay, give or offer to pay or give any sum of money or other valuable Considerations directly or indirectly to any person for doing or having done or having caused to be done in relation to any other Proposal or proposed Proposal for the work, any act or thing of the sort described at (i)

(a) or (i) (b) above.

2. We are not part of any “Anti-competitive practice” such as collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002 as amended from time to time, between two or more bidders, with or without the knowledge of the DA&FP, the Authority, that may impair the transparency, fairness and the progress of the bidding process or to establish bid prices at artificial, non-competitive levels,

4. In this certificate, the word "person" includes any persons or anybody or association, corporate or unincorporated; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; in relation to which this Proposal is made.

Dated this..... Days of.....2020

Name of the Bidder

Signature of the Authorized Representative.....

Name of the Authorized Representative.....

Date of receipt of RFP

SECTION-5

Financial Proposal

Instructions for submitting the Financial Proposal/Bid:

- a. The Financial Proposal shall be prepared using the attached Standard Forms as per (FORM F1 at Section 5).
- b. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.

- c. All information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount in words will be taken as the quote.
- d. The financial proposal shall be in the form of lump-sum amount (in the form of cost quoted in INR) per year exclusive of applicable taxes during contract period.

FORM F1 -INDICATIVE FORMAT OF FINANCIAL BID

Dated:

Director, DA&FP, Bhubaneswar

Subject: Financial Bid with respect to selection of Service Providing Agency to provide services for Cafeteria Management and Event Management at Krushi Bhawan.

Dear Sir,

I/We, the undersigned, is/are pleased to provide our Financial Proposal/Bid in respect to above mentioned subject, i.e, selection of Service provider/Firm to partner with DA&FP for providing service **for Cafeteria Management and Event Management at Krushi Bhawan**, in accordance to your Request for Proposal dated_____ and our Technical Proposal/Bid.

Having gone through the RFP and having fully understood the scope of work for the assignment as set out in the RFP, we are pleased to quote the following cost (exclusive of applicable taxes) on year to year basis for the proposed assignment as per the following table.:

OFFER PRICE

Sl.No.	Scope of Work	Amount in INR per year exclusive of applicable taxes both in figures and word	
		In Figures	In words
1.	Cafeteria Management		
2.	Event Management		
3.	Net Cost to be paid to DA&FP/Year (Sl.No.1 - Sl.No.2)		

Our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid.

I/We understand that you are not bound to accept any Bid as you receive.

Yours Sincerely

**Authorized Signatory
(In full and Initials)**

Name and Designation of the Signatory:

Name of the Bidder:

Complete Address of the Bidder:

NOTE:

1. The amount of cost at maximum to be paid to DA&FP, the Authority for each year exclusive of all taxes. In case of any discrepancy between amount quoted in figures and amount in words, the amounts stated in figures and words, the amount in words will be taken as the quote
2. GST has to be paid separately at applicable rates on the invoice raised by the Agency at prevailing rates.
3. Director, DA&FP has right to accept or reject any/ all tenders without assigning any reasons thereof for the same.

Evaluation Process:

Quality and Cost Based Selection (QCBS) method will be followed during the overall selection process. Based on the evaluation of technical proposal, the technically qualified bidders shall be ranked highest to lowest Technical Score (ST) in accordance to the marks obtained during the technical evaluation stage. There shall be 70 % weightage to technical score and 30 % weightage to financial score. Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices with respect to the lowest offer. Similarly, proposal with the highest technical marks shall be given a score of 100 and other proposals be given technical score that are proportional to their marks with respect to the highest technical marks. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 bidder followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bidder having higher technical score during the technical evaluation round will be considered as the H-1 bidder.

Example:

In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 70 (Seventy) and the weightage of the technical bids and financial bids was kept as 70:30. In response to the RFP, three proposals, A, B & C were received. The technical evaluation committee awarded the following technical score:

A: 75 Mark

B: 80 Mark

C: 90 Mark

So, all the above three proposals were found to be technically qualified.

The formula for determining the Technical scores (ST) of all the above proposals is calculated as per the following procedure:

$$ST = (100 \times T/TH)$$

Where "ST" = Technical score

"TH" = Highest Technical Score secured by the qualified bidder

"T" = Technical Score of the Proposal under consideration.

Using the above formula, the individual technical score secured by the individual bidder are as follows:

$$\begin{aligned} \mathbf{A} &= \mathbf{100 \times (75/90) = 83.33} \\ \mathbf{B} &= \mathbf{100 \times (80/90) = 88.88} \\ \mathbf{C} &= \mathbf{100 \times (90/90) = 100} \end{aligned}$$

The financial proposals of the above bidders were opened and the evaluated quoted prices are as under:

$$\begin{aligned} \mathbf{A: 120 \text{ INR}} \\ \mathbf{B: 100 \text{ INR}} \\ \mathbf{C: 110 \text{ INR}} \end{aligned}$$

The lowest evaluated Financial Proposal (FM) is given the maximum financial score (SF) of 100. The formula for determining the financial scores (SF) of all other Proposals is calculated as per the following procedure:

$$\mathbf{SF = 100 \times (FM / F)}$$

Where “SF” = Financial score,
 “FM” = Lowest Evaluated Financial Bid
 “F” = Quoted Financial Bid under consideration

Using the above formula, the individual financial score secured by the respective bidder are as follows:

$$\begin{aligned} \mathbf{A} &= \mathbf{100 \times (100/120) = 83.33} \\ \mathbf{B} &= \mathbf{100 \times (100/100) = 100.00} \\ \mathbf{C} &= \mathbf{100 \times (100/110) = 90.90} \end{aligned}$$

The weightage given to the Technical (T) and Financial (P) Proposals are: T = 0.7, and P = 0.3. Proposals are ranked according to their combined technical (ST) and financial (SF) scores using the weights (T = the weightage given to the Technical Proposal; P = the weightage given to the Financial Proposal):

Where

$$\mathbf{S = (ST \times T) + (SF \times P)}$$

Accordingly, the combine score secured by each bidder are as follows:

$$\begin{aligned} \mathbf{A} &= \mathbf{(83.33 \times 0.70) + (83.33 \times 0.30) = 83.32 = H3} \\ \mathbf{B} &= \mathbf{(88.88 \times 0.70) + (100 \times 0.30) = 92.21 = H2} \\ \mathbf{C} &= \mathbf{(100 \times 0.70) + (90.90 \times 0.30) = 97.27 = H1} \end{aligned}$$

The **bidder C securing the highest evaluated Combined Score (S) with evaluated cost of Rs. 110.00** will be the preferred bidder and recommended for award of the contract observing due procedure.

For the purpose of evaluation, the total evaluated cost shall be inclusive of all taxes & duties for which the DA&FP will make payment to the consultant including expenses, such as travel, accommodation, logistics, training/ workshop, preparation of reports / formats, printing & other secretarial expenses etc.

SERVICE AGREEMENT
(To be made on Rs. 100.00 Non Judicial Stamp Paper)

This **SERVICE AGREEMENT** is made on _____ between,
_____ (hereinafter called as the “**Authority**”) of the 1st Part
and _____ its principal place of business at _____
(hereinafter called the “**Service Provider**”) of the 2nd Part.

WHEREAS

(a) the “**Service Provider**”, having represented to the “**Authority**” that he has the required manpower and other resources, has offered to provide the service in response to the Tender Notice No: _____, Dated: _____ issued by the Authority;

(b) the “**Authority**” has accepted the offer of the Service Provider to provide the required services as per the terms and conditions as set forth in this Service Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED between the two parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

Appendix A: General Terms and Conditions

Appendix B: Scope of Work;

Appendix C: Contract Price and Payment Term;

2. The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Contract, in particular :
 - (a) The Service Provider shall carry out the service in accordance with the provisions of the Agreement; and
 - (b) The Certificate on the satisfactory performance of services by the Agency shall be issued by an Officer authorized by DA&FP(O) and in consideration of the Certificate of Satisfactory Performance of Services Provider, the Authority shall make such payments and in such a manner as is provided in the Agreement.

3. **Mode of Payment**

The Service Provider will open a specific Bank Account for payment by the Authority in the beneficiary account towards the Service performed by the service provider. The Service Provider will furnish the details of the Bank Account to the Authority within 7days of the signing of the contract.

This Contract constitutes the agreement between two parties in respect to obligations and supersedes all previous communications between the Parties.

4. **Now this agreement witnesses as below:-**

- a) That in consideration of the payment to be made by the “**Authority**” to the “**Service Provider**”, the “**Service Provider**” hereby agrees with the “**Authority**” to provide manpower resources to be engaged in the *Cafeteria of Krushi Bhawan* in conformity with the provisions of the terms and conditions of the contract.

- b) That the “**Authority**” hereby further agrees to pay the “**Service Provider**” the contract price at the time and in the manner prescribed in the said terms and conditions.
- c) Financial limit under this Contract varies with changes in statutory dues and government taxes as applicable from time to time.
- d) That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.
- e) That this agreement is valid up to _____.

For and on behalf of [Tender Inviting Authority]

Witness 1:

Witness 2:

For and on behalf of [SERVICE PROVIDER]
[Name and Designation of the Representative with seal]

Witness 1:

Witness 2: