



SOFTWARE TECHNOLOGY PARKS OF INDIA
सॉफ्टवेयर टेक्नोलॉजी पार्क्स ऑफ इंडिया
 (Ministry of Electronics & I.T. (MeitY), Govt. of India)
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खुला ई – निविदा सूचना / OPEN E-TENDER NOTICE

Tender Title : Leasing out of space for running canteen at STPI- Bhubaneswar ELITE Tower, Gothapatna
Tender Ref. No. : 250/Part-I/12(58)/1000/STPI-BH/2022 Date: 17.02.2022
Last Date & Time : 10.03.2022 by 15:00Hrs

1. निविदा का प्रणाली / MODE OF TENDERING : दो प्रस्ताव प्रणाली / Two-Bid System

प्रस्ताव दो प्रस्ताव प्रणाली के अंतर्गत ऑनलाइन, <https://eprocure.gov.in/eprocure/app> पर केवल जमा करने की जरूरत है। किसी भी अन्य प्रणाली द्वारा भेजा गया प्रस्ताव को स्वीकार नहीं किया जाएगा। / Bid to be submitted online only in <https://eprocure.gov.in/eprocure/app>. Bid sent by any other mode will not be accepted.

मानदंड आदि के समर्थन में सभी दस्तावेज और पात्रता, निविदा दस्तावेज के साथ अपलोड किए जा ना चाहिये। निविदा दस्तावेज के अनुसार अपेक्षित सभी सूचनाओं को प्रस्तुत करने में विफलता, ई-प्रस्ताव को अस्वीकार कर दिया जायेगा। / All the documents in support of eligibility criteria etc. are to be scanned and uploaded along with the Tender Documents. Failure to furnish all information required as per the Tender Document may result in the rejection of the e-Bid.

महत्वपूर्ण तिथि एवं तथ्य / Critical Date & Fact Sheet

प्रकाशन तिथि / Date of Publishing	17.02.2022
प्रस्ताव प्रस्तुत करने की तिथि / Bid Submission Start date & Time	17.02.2022, 17:00 Hrs
(ईएमडी) मूल्य / Earnest Money Deposit (EMD) Value	The bidder has to give Bid Securing Declaration as per format specified in Annexure-V
प्रस्ताव जमा करने की समाप्ति तिथि / Bid submission End Date & Time	10.03.2022, 15:00 Hrs
प्रस्ताव खोलने की तारीख / Bid Opening Date & Time	11.03.2022, 15:00 Hrs in CPP Portal
प्रस्ताव की वैधता / Validity of Bid	120 Days from the mentioned date of closing
निविदा आमंत्रित प्राधिकारी / Tender Inviting Authority	The Director, STPI-Bhubaneswar
वित्त प्रस्ताव खोलने की तारीख / Financial Bid opening Date	Will be notified later only to the technically qualified agency/bidder

निविदा दस्तावेज किसी भी समय वेबसाइट www.bbs.stpi.in और www.eprocure.gov.in से डाउनलोड किया जा सकता है। / Tender can be downloaded any time from STPI website www.bbs.stpi.in or CPP portal www.eprocure.gov.in.

निविदा दस्तावेज से संबंधित किसी भी स्पष्टीकरण / प्रश्नों के लिए, कृपया खरीद समन्वयक से संपर्क करें। / For any clarifications/queries related to tender document, please contact the Purchase coordinator at above given contacts (s.mohanty@stpi.in).

Please keep visiting our website for any corrigendum / amendments and submit the bid documents accordingly. Changes made in the tender documents due to reasons beyond the control of STPI will be uploaded on the website only and no additional notification will be issued in Newspaper.

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SCHEDULE OF REQUIREMENT

STPI-Bhubaneswar invites bids from reputed & financially sound agencies/bidders having sufficient experience in running canteen/food court/hotel/restaurant etc. for leasing out **2801.31sq.ft. Super built up (carpet area 2015.33sq.ft.)** space situated on ground floor for running a canteen at its newly constructed STPI-ELITE Building at Gothapatna on as where is basis.

STPI-ELITE Building is a state of the art complex situated at Gothapatna adjacent to the prestigious institutes/organizations like International Institute of Information Technology (IIIT), Training Centre of National Aluminum Company (NALCO), Birla Institute of Management & Technology (BIMT), International Management Institute (IMI), etc. The state-of-the-art incubation centre cum datacenter building having 0.749 lakh sq.ft. built-up area in one block with G+6 floors and having the facilities like Finishing school, Auditorium, business lounge, Interactive and ESDM Incubation, FABLAB, Gym, ATM, Bank, Business Center, Amphitheater, Central air-Conditioning facility, fire fighting system, Un-interrupted power supply with stand-by Gen. Set., One Card Facility, elevators, Centralized RO Water, etc. All the above facilities are manned by 24/7 security & with the use of surveillance cameras & BMS. The facility will provide best in class security for the people working in the building. Presently the Building houses Branch office of Bank of India, DR of Directorate of Hydrocarbon, FABLAB, Electroprenure Park, Govt. of India and other IT companies.

TERMS & CONDITIONS FOR LEASING OUT SPACE FOR RUNNING CANTEEN

STPI desires to call the tenders for leasing out space for running Canteen as per following scope taking into account the following conditions:

1. No Sub-letting of the space shall be allowed by the successful bidder/ lessee for running the Canteen.
2. The successful bidder/lessee shall engage sufficient no. of staff, which is considered appropriate for serving the units occupying the premises.
3. The successful bidder/lessee shall be liable to provide tea, coffee, snacks, light refreshment cool drinks, food, etc. of good quality.
4. The material used for preparing items shall be of standard quality.
5. The successful bidder/lessee has to ensure that the Canteen staff serving in the said complex are well mannered and are in proper uniform.
6. STPI will provide **fully furnished** super built up area admeasuring **2801.31sq.ft. (Carpet area 2015.33sq.ft.) including kitchen, serving area, dinning and wash room with Air conditioning, Display TV, table, chairs, glass partitions, chimney, light fixtures, etc. to the contractor.**
7. The successful bidder/lessee shall ensure that they will provide the best services and shall ensure that no complaint will be received in this regard.
8. STPI will provide electricity, to the successful bidder/lessee and charges against the energy consumed shall be borne by the successful bidder/lessee, as per prevailing tariff. The energy meter shall be provided by STPI. The energy consumed from the back-up provided i.e DG set, UPS shall be collected on pro-rata basis as per the same tariff as mentioned in the Statement of Charges, enclosed at Annexure-‘III’.
9. STPI will provide water facility to the successful bidder/lessee in terms of Statement of Charges, enclosed at Annexure -‘III’.
10. The successful bidder/lessee shall arrange utensils, cutlery and crockery and other equipment/items required to run the Canteen at his own cost.

11. The space allotted should be used only for the purpose for which allotment has been made.
12. Site/Space will be handed over on as is where is basis and all interior/ maintenance work will be done by the successful bidder at his own cost. The party shall maintain the areas in neat and tidy manner at all the times.
13. The successful bidder/lessee shall execute a lease agreement on a non judicial stamp paper of Rs.100/- within 30 days from the date of issue of allotment letter at his own cost & get the same duly notarized/ registered as per the prevailing laws.
14. The successful bidder/lessee will ensure that the facility is available to the units on all working days i.e. from Monday to Saturday, at all the times as required by the units. But the contractor shall also provide services depending upon the requirement of the units on holidays and for meeting/conference parties etc.
15. The successful bidder/lessee shall be responsible for the good conduct of the catering staff provided in the complex for the purpose.
16. The successful bidder/ lessee shall comply with all prevailing labour laws/ Municipal laws & statutory requirement of other Central/ State Government organizations. In case on non - adherence of the any laws/ regulations of the statutory bodies, the successful bidder/lessee will be fully responsible for the consequences arising out of non adherence by the successful bidder/lessee. STPI in no way will be responsible for the same.
17. The successful bidder/ lessee shall take all precaution and safety measures for safety and security of its personnel and STPI will not in any way be responsible for any disability/ injury i.e. permanent or temporary disablement caused to any catering staff during discharge of their duties.
18. The successful bidder/lessee shall remain liable to and shall indemnify STPI in respect of causes of action, claims, damages, compensation or cost, charges and expenses incurred by STPI arising out of accident or injury sustained by any workman or other person whether in the employment of STPI or not while in STPI premises arising out of any act of omission or commission, default or negligence, error in judgment on the part of the successful bidder/lessee or its staff.
19. The successful bidder/lessee will comply with all Acts-Laws and other statutory regulations applicable or may become applicable from time to time in the state of Odisha with regard to the contract and discharge of the contract. Successful bidder/ lessee shall be liable for compliance of all Acts and STPI shall have no liability in this regard, whatsoever.
20. The successful bidder/ lessee will have proper valid license from concerned/ prescribed authorities to prepare & serve the food items and shall comply with all norms & guidelines of the statutory Authorities in this regards. The successful bidder/lessee shall be sole responsible for any consequence arising out due to Non compliance of any guidelines of the concerned statutory authority and STPI shall be in no way responsible for the same.
21. **The Contractor shall obtain all the requisite licenses including under Prevention of Food Adulteration Act, 1954 and Contract Labour (Regulation & Abolition) Act, 1970 and rules frames hereunder and under other applicable laws issued by the concerned Labour Department for running the establishment.**
22. The personnel's employed by the successful bidder/lessee will be employees of the successful bidder/lessee and STPI shall have nothing to do with their employment. STPI will not be responsible for any injury to the personnel's engaged by the successful bidder/lessee. STPI shall have the rights to ask for the removal of any person of the successful bidder/lessee who is not considered to be competent and orderly in the discharge of his duties.

23. The Contractor shall do the disposal of leftover foods and other garbage on daily basis at regular intervals to the satisfaction of STPI.
24. Since the consumption of Alcohol & smoking is prohibited in the STPI Premises, the successful bidder/lessee shall not sell Liquor and tobacco products or allow consumption thereof by any person in the Canteen area leased out to him.
25. The minimum lease period is for 5 years which is extendable at the discretion of STPI subject to the satisfactory performance of the successful bidder/lessee.
26. No Structural Change is allowed. However, if the successful bidder/lessee wants to carry out any interior work without affecting the structure, same can be done at his own cost after seeking prior permission of STPI and getting the interior plan approved by STPI.
27. After completion of the term, successful bidder/lessee will hand over the premises in the same condition as it was taken over by him. In case, the lease holder has done any changes inside the premises then before handing over it to STPI, successful bidder/lessee will have to bring it to its original shape. In the event of bidder not following this clause, STPI will undertake the same & expenditure thus incurred will be recovered/ adjusted from lessee.
28. STPI shall be entitled to terminate this agreement with 30 days notice and discharge the contract without prejudice to other rights and remedies available to STPI because of the non-performance of any of the clauses of the agreement or if the caterer becomes insolvent or fails and/ or neglects to carry out instructions on its behalf. In case successful bidder/lessee desires to terminate the agreement, they have to give three months of prior notice to STPI.
29. *Lease rent will be charged on the super built-up area of the Demised Premises. The Super built-up area will be equivalent to 1.395 times of Carpet area of the Demised Premises.*
30. **The Bidder must offer the rental over and above zero. Further Zero includes all derivatives of zero upto 0.999 and thereof. Any rental not adhering to the above guidelines will be considered unresponsive and such bid should not be considered**
31. Other charges shall be payable as per the Statement of Charges enclosed at "Annexure III". The other charges mentioned in Statement of Charges shall be valid for one year and shall be revised each year thereafter as per the terms and conditions of lease agreement.
32. Parking for customer will be outside the complex, without any security commitment.
33. The lease rental offered by the party shall be valid for a period of one year from the date of allotment letter and same shall be revised upfront on mutual agreement basis. However, decision of STPI shall be final and binding.
34. Housekeeping and maintenance of the common area shall be undertaken by STPI. However, the allottee/ Lessee shall be responsible for housekeeping & maintenance of the area allotted to him.
35. The successful Bidder shall submit an undertaking for not using the polythene covers which are banned by the State / Central Governments or any other agency.
36. No child labourer shall be employed for servicing as per law.
37. Bio waste management should be in a proper way by following the waste management policy of Govt. The premises and surroundings of the space shall be kept clean and tidy condition by keeping dustbins at appropriate places and are subject to inspection by the officials of the licensor and the Municipal Authorities. Non compliance will attract imposing of penalty up to Rs.1000/- on each occasion.
38. A "Suggestions & Complaints" book at his establishment which shall be made available to the public on demand immediately. Any suggestions or complaints are made by the public; it is the

responsibility of the licensee to bring it to the notice of the licensor. The said book shall be produced to inspecting officials. The “Suggestions & Complaints” recorded in the suggestions & complaints book be scrupulously followed and failure to follow will lead to levy of penalty or termination of agreement of forfeiture of security deposit at the discretion of STPI.

39. No accommodation shall be provided to shopkeeper or their employee in the campus. Likewise, no person related to shop, will be allowed to stay in the campus after closing of shop
40. The space will be allotted for a minimum period of 5 years. However if the successful bidder/lessee intends to get the space allotted for more than 5 years, the same can be considered subject to the approval of the Competent Authority of STPI on mutually accepted terms & conditions. However final decision of STPI shall be binding on the lessee.
41. Signboard/ Hoardings etc. will be displayed by the successful bidder/lessee only at the prescribed location identified by STPI.
42. Bidder has to sign statement of Charges.

INSTRUCTION TO BIDDERS & GENERAL TERMS & CONDITIONS

I. GENERAL TERMS

1. The tender can also be downloaded from web site (www.bbs.stpi.in or www.eprocure.gov.in)
2. The tender should be submitted in **three parts** in CPPP portal <https://eprocure.gov.in/cppp/>. **Part-I** should contain copy of “**Earnest Money**”, **Part-II** should contain copies of documents required for “**Pre-qualification**”& “**Technical Bid**” and **Part-III** should contain “**Financial Bid**”.
3. The bidders are advised to acquaint themselves fully with the location of the building/ space and terms and conditions including all the provisions of the Tender Document before submission of their tender.
4. The tender documents shall be treated as “confidential”
5. **MSE bidders should declare their UAM number on CPPP, failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order 2012.**
6. No overwriting, corrections and cutting in Financial bid format is permitted. All entries in the bid/tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.
7. Each page of the tender document should be signed and stamped by authorized signatory. Alterations, if any, in the quotation should be attested by the tenderer, failing which the tender is liable to be rejected.
8. Rates of all items should be quoted; otherwise the bid shall be rejected. Rates should be quoted both in Figure & Words inclusive of applicable taxes and duties. The prices quoted should be firm and for free delivery/work at the site as mentioned above inclusive of Transit Insurance, GST and Entry Tax if any.
9. STPI also reserves the right to modify/relax any of the terms & conditions of the tender.
10. Bidders are advised to inspect and examine the site and the probable business turnover and satisfy themselves before submitting their tenders.
11. **Pre-Bid Inspection / Survey: The bidder may visit the site at STPI Elite Tower, Plot No.02/A, IDCO Industrial Area, Gothapatna, PO-Malipada, Bhubaneswar-751003, Odisha to have an understanding of the requirement during working hours of STPI.**

12. The selected bidder shall undertake to abide sincerely by all rules, regulations and laws of land for their responsibilities to run the Canteen and shall agree to keep itself liable and responsible for any such violation directly or indirectly related to their responsibilities for the contract.
13. STPI shall not be responsible for postal or any other delays. Bids received in an envelope that is damaged/torn or merely stapled will be summarily rejected.
14. Bids once submitted shall not allow to be withdrawn. Any default after acceptance of bid shall be deemed to be non compliance to the terms of contract and would be liable to forfeiture of EMD deposit and cancellation of contract.
15. **Bidders/authorized representative duly authorized in writing on letterhead are requested to be present at the time of opening of the bids. If the date of tender opening, by any chance happens to be a holiday, the tender will be opened on the next working day at the stipulated time.**
16. STPI, however, reserves the right to terminate/curtail/cancel the contract at any time after giving one week's notice to the Agency owing to deficiency of service, sub-standard quality of stores, breach of contract, etc. In such case successful bidder will not be admissible for any kind of compensation.
17. Once the rates are finalized, no increase will be considered in the rates quoted by the agency in any case during the period of the contract.
18. STPI reserves the right to reject any or all of the tenders or accept them in part or to reject lowest tender.
19. Canvassing in connection with tender is strictly prohibited and the tenders submitted by bidders who resort to canvassing will be rejected.
20. **The successful agency/bidder shall not be allowed to transfer, assign, pledge or sub contract its right and liabilities under the contract to any other agency.**
21. The bidder will be bound by the details furnished by him/her/them to the STPI while submitting the tender/bid or at subsequent stage. In case, any of such documents furnished by the bidder or successful bidder is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her/them liable for legal action besides termination of contract.

II. ELIGIBILITY OF BIDDERS

1. Bidder should not be black listed/debarred by the Institute or any other agency for a period of one year from the last date of submission of this tender. Declaration regarding blacklisting/debarring.
2. Annual Turnover of the firm should be more than 50 Lakhs & above at least for any two years in last three years.
3. Interested bidder should be registered with The Food Safety and Standards Authority of India (FSSAI).
4. The bidder must be registered with ESI/PF authorities and must have labour licence for minimum 15 persons.
5. ***The bidders should be in the Registered Food Court/Restaurant/Hotel/Canteen running business for at least Five years with operator chain.***
6. The track record of the bidders should be clean and it should not have any involvement in illegal activities or financial frauds. Bidder must be accompanied with declaration to this effect on letterhead of the bidders.

7. The bidder, whose contract in the past was terminated by the employer during the contract period due to unsatisfactory performance, will not be eligible for participation. The bidders are to submit an undertaking in this regard.

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

DOCUMENTS TO BE SUBMITTED ALONGWITH THE TECHNICAL BID

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

Technical-Qualification

Sl. #	Specific Requirements	Parameter	Max. Marks	Documentary Requirement
1.	The bidder must have more than 50Lakh. Turnover at least for any two years in last three financial years. Turnover of running similar business shall only be considered.	- Rs. 50Lakh: 10 Marks - More than Rs. 50Lakh to 1 Crores: 15 Marks - More than Rs. 1 Crores: 20 Marks	20	- Audited Balance Sheet and Profit & Loss Statements - Certification by Chartered Accountant
2.	The bidder must be operating Food Court / Restaurant / Hotel / Canteen for the last One year as on 31 st March 2021.	=1 Years: 10 Marks >1 ≤3 Years: 15 Marks > 3 years: 20 Marks	20	Valid Certificate of Incorporation/ Registration required to be submitted
3.	The bidder must have registered with The Food Safety and Standards Authority of India (FSSAI). The bidder should have valid ISO 9001:2015/ 22000:2018/ 45001:2018 / 14005:2019/etc. certifications	Each Certificate: 5 Marks	20	Copy of valid Certificates
4.	Operational Outlets of bidder/parent company	≥3 outlets in India: 10 Marks	30	Agreement copies / Electricity Bill /

Sl. #	Specific Requirements	Parameter	Max. Marks	Documentary Requirement
	(Brand)	– ≥ 3 & < 10 outlets in India: 20 Marks – More than 10 outlets in India: 30 marks		Telephone Bill/ .
5.	Operational regional office in Bhubaneswar	– 10 Marks	10	– Shop & office establishment certificate

Note: Supporting documents needs to be submitted along with the Bid Documents in regards to justify the Technical -qualification criteria.

III. AWARD OF BIDDERS

1. The evaluation of Technical bid will be done by considering the parameters listed in the proforma for technical bid.
2. Bidders scoring 60% marks or above in the technical qualification criteria as mentioned above under clause no.II shall be deemed as "Technically qualified" and shall only be invited for the opening of commercial Evaluation. All the technically qualified bidders shall be informed well in advance about opening of their price bids. Technically qualified party has no right to claim for award of the work.
3. After evaluation of Technical bids the financial bids of only Technically Qualified Bidders will be opened.
4. **H1/successful bidder may be selected on the basis of highest quote lease rental under commercial offer as per price schedule.**
5. **In case of two bidders offered the same price, then the bidder having highest turnover will be considered as H1/ successful bidder.**
6. The rates in the financial bid should be strictly as per **Annexure-II**.

IV. VALIDITY OF QUOTATION:

Bid validity should be 120 days from the specified date of closing. The Bidders shall not be entitled during the said period of 120 days to revoke or cancel their tender or to vary the lease rates given in Tender or any term thereof, without the consent in writing of the management

V. BID CURRENCIES:

1. Prices shall be quoted in Indian Rupees (INR).
2. **The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. GST, Labour, Transportation, any incidental services etc on company's Letter Head. However detailed break up of all components need to be specified as per the price schedule format.**

VI. BID SECURITY (EMD) /SECURITY DEPOSIT/PERFORMANCE GUARANTEE

1. Successful bidder has to submit **Performance Bank Guarantee (PG)/ remit Security Money equivalent to six months lease rental** (EMD may be adjusted in the Security Deposit amount)

in the form DDNEFT/RTGS/BG **valid upto 3 months after expiry of contract**, within three week after issuance of allotment letter. The Security Deposit will not carry any interest and will be refunded by STPI on the expiry/termination of contract, but subject to handing over peaceful possession of the premises as it was taken over by him at the time of contract, and normal wear and tear and after adjusting due if any payable by the contractor.

2. The EMD of successful bidder will be returned only after deposit of performance security money/PG.
3. In case of non-submission of Performance security in **the form of Bank Guarantee (PG)** issued by a Nationalized/scheduled Bank or through Digital payment mode (RTGS/ NEFT), same will be deducted from the payment.
4. *Software Technology Parks of India supports payments through UPI (Unified Payments Interface) and **BHIM (Bharat Interface for Money)**. Using this UPI ID, anyone can transfer money to Software Technology Parks of India with any UPI based App, including **BHIM**. UPI ID of Software Technology Parks of India is "stpi@upi" and QR code for UPI payments to Software Technology Parks of India is available at www.stpi.in.*

VII. FORFEITURE OF EMD /SECURITY DEPOSIT/PERFORMANCE GUARANTEE

1. In case of non-fulfilment of terms & conditions of the contract, STPI reserves the right to cancel the allotment of space and his EMD/security deposit will be forfeited and the bidder will not be entertained in future tendering systems of STPI for two years.
2. If the Bidder withdraws tender before/after finalization of the tender, EMD will be forfeited.
3. If the contract is terminated by STPI due to poor performance/violation of any clause of agreement or any bad act of selected bidder, security deposit/PG will be forfeited.
4. In case of unreasonable price quoted by the bidder for disrupt the tender process EMD of such bidder will be forfeited.
5. In case the successful agency fails to enter into the agreement with STPI within the specified date mentioned in the letter of Intent/work order, the EMD deposited by such Agency shall stand forfeited without giving any further notice.

VIII. REJECTION OF THE BID

1. The bidder is expected to examine all instructions, formats, terms & conditions, and scope of work in the bid document. Failure to furnish complete information or false information/documents which is not substantially responsive to the bid document in all respect shall result in rejection of bid.
2. In respect of interpretation/clarification of this bid document and in respect of any matter relating to this bid document, the decision of STPI-Bhubaneswar shall be final.
3. The bidder will have to furnish the requisite document as specified in the bid document, failing which the bid is liable to be rejected.
4. No prices are to be indicated in the Technical Bid and if the prices are mentioned in the "Technical Bid" it may lead to rejection of the bid.
5. Bids not submitted as per two bid system will be summarily rejected.
6. Bids without paper cost & EMD money will be summarily rejected
7. The bids received after specified date & time shall not be considered.

8. The bids received through Fax/-email or any other mode other than specified in the tender document shall not be considered.
9. Conditional bids shall not be considered and will be out rightly rejected on very first instance.

IX. SERVICE DELIVERY

Once the contract will be allotted to the successful bidder, the party shall enter into an agreement for running the Canteen for which he/she emerged as successful bidder within 30 days from the date of issue of allotment letter.

X. PAYMENT TERMS

1. The licensee shall have to pay monthly license fee on or before 05th of every month. In case of belated payment of monthly license fee, electricity and water charges penalty @ 10% per annum of the amount due shall be paid.
2. The Electricity Charges shall be paid as per the sub meter reading and as per the tariff or as decided by STPI in accordance with the instructions issued from time to time. In case water is provided to licensee, water charges shall be paid by the licensee regularly, as fixed by the STPI. The energy consumed from the back-up provided i.e. DG set & UPS shall be collected by STPI on actual basis. Monthly charges towards operation & maintenance including AC as applicable to all occupants inside the building shall be applicable.
3. Charges towards conservancy charges to Municipality, local body/panchayat/block concerned and any other charges levied by STPI will be charges extra and will be payable by party as and when demanded.

XI. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, STPI may, at its discretion ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be by email and no change in and no change in the price substance of the bid shall be sought, offers or permitted. However no post bid clarification at the initiative of the bidder shall be entertained.

XII. CANCELLATION BY DEFAULT

STPI Bhubaneswar may, without prejudice to any other remedy for breach of work order, by written notice of default sent to bidder, cancel the work order in whole or part:

- I. If the Bidder/agency fails to provide services within the time period specified in the work order.
- II. If the Bidder/agency fails to perform any other obligations under the work order.

XIII. BLACKLISTING

Company/Firm blacklisted by Govt./PSU/Corporate organization are not eligible to participate in the bidding process. If at any stage of bidding process or during the currency of work order, such information comes to the knowledge of STPI, STPI shall have right to reject the bid or cancel the work order, as the case may be, without any compensation to the bidder. The bidders have to be submitted an under taking for not being black listed since last 3 years by any Govt./PSU/Corporate organization.

XIV. ARBITRATION

All disputes or difference whatsoever arising between the parties out of or relating to the meaning and operation or effect of the work order or the breach thereof shall be settled by reference to arbitration as per Indian Arbitration and Conciliation Act 1996 and the venue of arbitration shall be at Bhubaneswar. The decision of the Arbitrator shall be final and binding on both the parties.

XV. FORCE MAJEURE

If, at any time, during the continuance of the agreement, the performance in whole or in any part by either party of obligation under the agreement shall be prevented or delayed by reasons of any war, hostile acts of the enemy, civil commotion, subrogate, fire, floods, earthquakes, explosions, epidemics, strikes and quarantine restrictions by acts of God, (herein after referred to as eventualities) then provided notice of the happening of any such eventualities is given by either party to the other within two days from the date of occurrence thereon, neither party shall, by reason of such eventualities be entitled to terminate this contract agreement nor shall either party have any claim of damages against the other in respect of such non performance or delay in performance. Performance of the contract agreement shall, however be resumed as soon as practicable after such eventuality has come to an end.

ANNEXURE-I**TECHNICAL BID DOCUMENT**

1	Name of Agency/Firm		
2	Profile of the Agency/Firm		
3	Name of Proprietor/Director of the Agency		
4	Correspondence address of office		
	Telephone No.		
	Fax No.		
	Mobile No.		
	(d) E-mail address		
5.	Full address of Registered Office		
6	Particulars of the Bank account for NEFT/RTGS		
	Bank Account number		
	IFSC Code		
	Name of the Bank		
	Address of the Branch		
7	Valid Licence/ certificates No. as applicable (under Prevention of Food Adulteration Act, 1954 and Contract Labour (Regulation & Abolition) Act, 1970, The Food Safety and Standards Authority of India (FSSAI), ESI/PF)		
8	Registration No. of the Agency		
9	PAN No. of the agency (Attach attested copy of PAN Card of the Agency)		
10	GSTIN details (Attach attested copy of the Registration Certificate)		
11	Financial turnover of the agency for last three years (Copy of the audited statement duly certified by the Chartered Accountant to be attached)		
	Financial Year	Turnover Amount (Rs. in Cr.)	Remarks, if any
	2020-21		
	2019-20		
	2018-19		
12	Description/Details of similar works/ assignments (attested copies of the last two years work award may be enclosed).		

	SN	Description	Project 1	Project 2	Project 3	Project 4
	1	Name of Work				
	2	Name of Client				
	3	Location of Project				
	4	Type of Organization like Government or Private				
	5	Brief description of scope of assignment				
	6	Award Date				
	7	Duration of lease / license				
	8	Status of Operation - Completed (mention completion year) or, Ongoing				
	9	Operator Chains detail(if any)				

(If the space provided is insufficient, a separate sheet may be attached).

DECLARATION

I..... son/daughter/wife of Shri/Smt..... Proprietor/Director/authorized signatory of the agency mentioned above is competent to sign this declaration and execute this tender document.

I have carefully read and understood all the terms and conditions laid down in the tender and undertake to abide by them.

The information/documents furnished along with the above bid/application are true and authentic to the best of my knowledge and belief. I hereby declare that my company / LLP / Partnersip / Society / Proprietorship has not been debarred / blacklisted by any Government / Semi-Government organizations/ PSUs. I am well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender/bid at any stage besides liabilities towards prosecution under appropriate law.

(Signature of the authorized person)
 Name.....
 Date.....
 Place.....

Office Seal

ANNEXURE-II**FINANCIAL BID DOCUMENT**

Sr. No.	Description of item	Monthly lease rental proposed to pay to STPI excluding taxes	
		In figures	In words
1	Leasing out space for Running of Canteen in the premises of STPI ELITE Tower		

Signature & Seal of the Bidder with date.

ANNEXURE-III**STATEMENT OF CHARGES**

1. Operation & Maintenance Charges : Rs.7/- per sq. ft. per month on Super built-up area
(Security, maintenance, Utility, House Keeping, charges will be reviewed annually and will be charged accordingly)
 2. Water Charges : Proportionately shared among users
(The Water Charges will be reviewed annually and will be charged accordingly).
 3. AC Fixed Charges : Rs. 7/- per sq.ft. per Month on carpet area
(The AC Charges will be reviewed annually and will be charged accordingly).
 4. Interest free Security Deposit : Equivalent to 6 months Lease rental on Super built-up area
(Refundable at the time of vacation of space)
 5. Electricity charges
 - CESU & DG backup Fixed charges : Rs. 235/- per KVA per month for Power allotted in KVA.
 - UPS backup Fixed charges : Rs. 174/- per KVA per month for Power allotted in KVA.
 - Recurring charge : AS per actual unit consumed. Input cost x no. of unit consumed by each unit/ total no. of units consumed in entire STPI Complex.
(Input cost includes STPI expenditure on providing power with backup i.e. Electricity charges, DG set fuel charges, fuel transportation charges, DG meter charges to electricity board, etc.)
- Approved raw power load available to canteen space: 26.94KVA
Approved UPS power load available to canteen space: 0.384KVA

ANNEXURE-IV**BANK GUARANTEE FORMAT**

In consideration of **Software Technology parks of India (STPI)**, Bhubaneswar (hereinafter called “**STPI**”) having agreed to exempt M/s. **<Name of Contractor>** having its registered office at **<Registered address of the Contractor>** (hereinafter called “**Contractor**”) from the demand under the terms and conditions of the **award/contract No. dated** for the **Leasing out of space for running canteen at STPI-Bhubaneswar ELITE Tower, Gothapatna** (Hereinafter called “**the agreement**”) of **Performance Security** for the due fulfillment by the said **Contractor** of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for INR **<amount of Performance bank guarantee in figure>** (Amount of Performance Bank Guarantee in Words).

2. We, **<Name of the Bank>** a Banking company incorporated under the Companies Act, 1956 and carrying on Banking Business under ‘The Banking Regulation Act,1949’ and having its Registered Office at **<complete Address>** and its Corporate office at **<complete Address>** and one of its branch Office at **<complete Address>** (hereinafter called “the Bank”) at the request of, hereby guarantee payment to the **STPI** an amount not exceeding INR **<amount of Performance bank guarantee in figure>** (Amount of Performance Bank Guarantee in Words) against any loss or damage caused to or suffered or would be caused to or suffered by the **STPI**, by reason of any breach by the said Contractor of any of the term or conditions contained in the said Agreement.

3. We, **<Name and Complete Address of Branch>**, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the **STPI**, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the **STPI** by reason of breach by the said Contractor, of any of the terms and conditions mentioned in the said Agreement or by reason of the Contractor’s failure to perform the said Agreement. Any such demand raised by the **STPI** on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to the amount not exceeding INR **<amount of Performance bank guarantee in figure>** (Amount of Performance Bank Guarantee in Words).

4. We undertake to pay to the **STPI**, any money so demanded not exceeding INR **<amount of Performance bank guarantee in figure>** (Amount of Performance Bank Guarantee in Words) on demand notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

5. We, **<Name of bank>**, further agree that the guarantee herein contained shall remain in full force and in effect during the period that would be taken for the performance of the said Agreement plus three months and that it shall continue to be enforceable till all the dues of the **STPI** under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till the **STPI** certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee unless a demand or claims under this guarantee is made on us in writing on or before **<Expiry Date>**, we shall be discharged from all liability under this guarantee thereafter.

6. We, **<Name of bank>**, further agree with the **STPI** that the **STPI** shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the **STPI** against the said Contractor and to forebear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the **STPI** or any indulgence by the **STPI** to the said Contractor or by any such matter or things whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

8. We, **<Name of bank>**, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the **STPI** in writing.

9. Notwithstanding anything contained herein above:

9.1. Our liability under this Bank guarantee shall not exceed INR **<amount of Performance bank guarantee in figure>** (Amount of Performance Bank Guarantee in Words).

9.2. This Bank Guarantee shall be valid up to **<Expiry Date>**.

9.3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only and only if you serve upon us a written claim or demand before expiry date of this Guarantee.

9.4. After the expiry date is over, the Bank (guarantor) shall stand discharged from all its liabilities under this Bank guarantee and all your rights under this Bank guarantee extinguished irrespective of the fact whether the Bank guarantee in original is returned back to us or not.

For (Name and complete Address of Bank)

ANNEXURE-V

Bid Securing Declaration Form

Date: _____

Tender No.

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

ANNEXURE-VI**SPECIMEN FOR LEASING OUT OF SPACE FOR RUNNING CANTEEN**

THIS AGREEMENT entered in to on by and between:

Software Technology Parks of India, Bhubaneswar, Ministry of Electronics & Information Technology, Government of India, having its registered office at - **1st Floor, Plate B, Office Block-1, East Kidwai Nagar, New Delhi-110 023** and Center at STPI ELITE Tower, Plot No.2/A, IDCO Industrial Area, Gothapatna, PO-Malipada, Bhubaneswar-751003 (hereinafter referred to as the "**STPI**" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, and permitted assigns) of the other part;

AND

M/s. registered under the Companies Act, 1956 having its registered office at (Hereinafter referred to as the "**LESSEE**" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the other part.

The STPI and the LESSEE are individually referred to as a "Party" and collectively referred to as "Parties".

WHEREAS the STPI has agreed to let and LESSEE has agreed to take on lease **2801.31sq.ft. Super built up** space at Ground Floor of STPI ELITE Tower located in Gothapatna, Bhubaneswar.

That WHEREAS the LESSEE shall run a Canteen at newly constructed STPI-ELITE Tower at Gothapatna, Bhubaneswar in accordance with Tender No. **250/Part-I/12(58)1000/STPI-BH/2022 Dtd:17.02.2022 (CPP tender ID. 2022_DIT_*****_1)** at the rates quoted by the Contractor vide their financial bid no..... dtd:..... in response to the tender no. **250/Part-I/12(58)1000/STPI-BH/2022 Dtd:17.02.2022 as per all terms and conditions given in the aforesaid tender which shall become part and parcel of this agreement.**

And whereas LESSEE shall pay monthly license fee on or before 05th of every month. The LESSEE will pay the O&M Charges, AC Charges, water, fixed back-up electricity charges, electricity consumption charges, conservancy charges to the Municipality or Local Body concerned and any other charges as levied by the STPI.

And whereas LESSEE shall abide by all the rules & regulations and directions of STPI and also indemnify to STPI, against all the risks, losses, claims, damages, on account of running the café inside STPI-ELITE Building.

NOW THIS AGREEMENT WITNESS WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERE TO IS AS FOLLOWS:

1. The LESSEE shall pay a sum of **Rs. (Rupees Only)** in advance as an interest free security deposit equivalent to six (6) months rent before possession through NEFT/RTGS/Bank guarantee to the STPI. The interest free security deposit shall be refunded to the LESSEE in one lump-sum at the expiration of this lease upon handing over vacant possession of the premises to STPI. In case of any damage to the property of the STPI by the LESSEE or in case charges being demanded from the STPI by any authority (which have to be born by the LESSEE in terms of agreement), STPI shall be entitled to deduct the same from the security deposit to extent the amount which has been borne by the STPI.
2. The LESSEE shall be liable to pay the following:
 - i) Space rental charges for 2801.31sq.ft Super built-up (SBA) space Pre-installed Air conditioning system, Furniture, glass wall, Display TV, light fixtures, chimney, was room, door, etc. @ Rs. _____ per sq.ft. per month plus GST/taxes as applicable time to time.
 - ii) Maintenance Charges @ Rs.7.00 per sq.ft. per month on SBA plus GST/taxes as applicable time to time.

- iii) Fixed rental charges for Energy & DG backup @ Rs.235.00 per KVA per month plus GST/taxes as applicable time to time.
 - iv) Fixed rental charges for Air Conditioning @ Rs.7.00 per sq.ft per month on SBA plus GST as applicable time to time.
 - v) Electricity running charges as per actual on separate meter readings.
 - vi) Energy running charges = (Input cost x no. of unit consumed by each unit)/ total no. of units consumed in entire STPI Complex.
(Input cost includes STPI expenditure on providing power with backup i.e. Electricity charges, DG set fuel charges, fuel transportation charges, DG meter charges to electricity board, etc.)
 - vii) The water uses charges will be as fixed by STPI.
3. The LESSEE shall bear and pay as and when demanded any charges towards conservancy charges to Municipality, Local Body/Panchayat/Block concerned, Ground rent, taxes such as property tax, holding tax, sewerage tax, development charges and other charges related to the services being provided by the STPI.
 4. The rental charges specified in clause 2 here in above are for one year and same shall be revised upfront on mutual agreement basis. However, decision of STPI shall be final and binding.
 5. The space allotted should be used only for the purpose for which allotment has been made. No Sub-letting of the space by LESSEE shall be allowed for running the café.
 6. Parking for customers will be outside the complex, without any security commitment.
 7. Moratorium period of 2 (Two) months shall be provided to LESSEE for the interior works, if required. During the moratorium period the space rental charges shall be waived off, however utility charges on actual have to be paid by the LESSEE.
 8. The period of license for which the Licensee may enter into an agreement of License is eleven months from the effective date of agreement with auto renewal for further similar period maximum upto 60months, Provided that Licensee so desires to terminated the agreement.

 Beyond 60 months, the agreement is extendable at the discretion of STPI subject to the satisfactory performance of the LESSEE.
 9. STPI shall in no way be responsible for safe custody and protection of movable assets of LESSEE or its staff or its customers.
 10. The performance Security/Bank Guarantee would be encashed by STPI in case LESSEE fails to run the Canteen and/or breaches terms & conditions of the aforesaid tender document.
 11. No Structural Change is allowed. However, if LESSEE wants to carry out any interior work (considering applicable fire & other norms) without affecting the structure, same can be done at his own cost after seeking prior permission of STPI and getting the interior plan approved by STPI.
 12. After completion of the term, LESSEE will hand over the premises in the same condition as it was taken over by him. In case, the LESSEE has done any changes inside the premises then before handing over it to STPI, LESSEE will have to bring it to its original shape. In the event of LESSEE not following this clause, STPI will undertake the same & expenditure thus incurred will be recovered/ adjusted from LESSEE.
 13. The LESSEE shall be permitted to bring into the allotted premises equipments required for activities of LESSEE. The LESSEE shall further be permitted to being in all the necessary articles needed for running of a Canteen, however, the LESSEE shall not be permitted to bring in any other articles, which

is unrelated to the running of the operation, in particular there shall be a complete embargo on the LESSEE from bringing in combustible, hazardous and prohibited material into the premises.

14. STPI shall be entitled to terminate this agreement with 30 days notice and discharge the contract without prejudice to other rights and remedies available to STPI because of the non-performance of any of the clauses of the agreement or if the caterer becomes insolvent or fails and/ or neglects to carry out instructions on its behalf. In case LESSEE desires to terminate the agreement, they have to give three months of prior notice to STPI.
15. Housekeeping and maintenance of the common area shall be undertaken by STPI. However, the LESSEE shall be responsible for housekeeping & maintenance of the area allotted to him. LESSEE shall submit an undertaking for not using the polythene covers which are banned by the State / Central Governments or any other agency. No child labourer shall be employed for servicing as per law.
16. No accommodation shall be provided to LESSEE or its employee in the campus. Likewise, no person related to shop, will be allowed to stay in the campus after closing of shop. The LESSEE shall abide by all security norms inside the premises.
17. Signboard/ Hoardings etc. will be displayed by the LESSEE only at the prescribed location identified by STPI.
18. The parties hereunto agree that this writing shall neither be constructed as tenancy agreement nor lease nor otherwise creating any other interest in favour of LESSEE which is not at all the intention of the parties but on the contrary, it shall merely be a temporary agreement for sharing resources as common amenities, services by way of lease and license, embracing permitted use of the allotted space without creating any other right or interest of thereby.
19. In the event of the default on the part on the LESSEE or any of its obligations (except delay in payment upon a period of 3 months) in terms of this agreement, STPI shall have the option to call upon LESSEE to give vacate possession of the allotted space free from any encumbrances whatsoever and LESSEE shall forthwith abide by the wished of STPI in this regard without any demur and shall handover peaceful vacant possession.
20. That in case of any disputes or difference whatsoever arising between the parties out of or relating to the meaning and operation or effect of the work order or the breach thereof shall be settled by reference to a sole arbitrator to be appointed by the Director, STPI-Bhubaneswar & the proceedings shall be governed under Indian Arbitration and Conciliation Act 1996 and the venue of arbitration shall be at Bhubaneswar. The decision of the Arbitrator shall be final and binding on both the parties.

This agreement is made for a period of three year from date of possession/agreement, whichever is earlier.

IN WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS ---- --
- DAY OF _____

Signed for and on behalf of
.....
Name:
Designation:.....
Office Seal:

Signed for and on behalf of
Software Technology Parks of India

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.