



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.



Invitation to E- Tender

Request for Proposal

for

Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

Tender Notice No. : Filmcity/civil/14/2023-24

Date of Issue: 10/01/2024

Tender Fee: INR 560/- (INR 500 + INR 60 GST)

Issued by:

Maharashtra Film, Stage & Cultural Development Corporation Ltd

Address- Dadasaheb Phalke Chitranagari, Goregoan East – 400065

Tel No – 022-28497540/524, Mobile No. – 8369966168 / 9869164517

Website- <https://www.filmcitymumbai.org>

Email: decivilmfscdc@gmail.com



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

Table of Contents

1.	Invitation for Proposal.....	5
1.1.	Disclaimer	5
1.2.	Abbreviations	6
1.3.	Key Terms & Definitions.....	7
1.4.	Tender Notice.....	8
1.5.	Tender Schedule.....	9
1.6.	Invitation for Bids	10
2.	Instructions to Bidders.....	12
2.1.	Introduction of MFSCDC Ltd.	12
2.2.	Purpose.....	12
2.3.	Completeness of Response.....	12
2.4.	Proposal Preparation Costs	12
2.5.	Amendment of RFP Document	12
2.6.	Supplementary Information to the RFP.....	13
2.7.	MFSCDC LTD.'s right to terminate the process.....	13
2.8.	Earnest Money Deposit (EMD).....	13
2.9.	Authentication of Bid.....	13
2.10.	Language of Bids	13
2.11.	Bid Submission Format	13
2.12.	Bid Submission Instructions	14
2.13.	Late Proposal and Proposal Validity Period	15
2.14.	Modification and Withdrawal of Proposals	15
2.15.	Non-conforming Proposals	15
2.16.	Acknowledgement of Understanding of Terms	15
2.17.	Bid Opening.....	15
2.18.	Evaluation Process	16
2.19.	Technical Qualification Criteria	16
2.20.	Evaluation of Proposal.....	18
2.21.	Evaluation of Technical Proposals.....	18
2.22.	Commercial Evaluation	19
2.23.	Award of Contract	19
2.24.	Contract Period	20
2.25.	Security Deposit.....	20
2.26.	Bid Prices.....	20
2.27.	Bid Currency.....	21
2.28.	Signature	21
2.29.	Correction of errors.....	21



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

2.30.	Corrections to Arithmetic errors	21
2.31.	Site visit	21
2.32.	Disqualification.....	21
3.	Scope of Work.....	22
3.1.	Overview of Scope	22
3.2.	Description of Plot / Site	22
3.3.	Maintenance	23
3.4.	Indemnity	25
4.	General Terms and Conditions	25
4.1.	Definitions.....	25
4.2.	Parties to the Contract	26
4.3.	Interpretation.....	26
4.4.	Singular and Plural:.....	26
4.5.	Notices, Consents, Approvals, Certificates & Decisions:	26
4.6.	Officer-In-Charge and Engineer In Charge:.....	27
4.7.	Contract Document	27
A.	Language	27
B.	Law.....	27
C.	Priority of Contract Document:	27
4.8.	The Lessee's General Obligations:	27
A.	Expenses to be Incurred:	27
B.	User:	27
4.9.	Payment of Fees, Lease Rent etc.....	28
4.10.	Allotment of Excess Area of Plot	28
4.11.	Payment of Rates and Taxes	28
4.12.	Obtaining Licenses, Permits etc.....	28
4.13.	Alteration or Modification:	29
4.14.	The use of Non disposable things is prohibited	29
4.15.	Penalty and Fine for Negligence of Cleanliness:	29
4.16.	Hoardings/Advertisements in the Demised Premises:	29
4.17.	Insurance against Accident To Workmen:	29
4.18.	Compensation for Damages	29
4.19.	Enforcement of Obligations	29
4.20.	Declaration to be Submitted by The Lessee.....	30
4.21.	Recovery of Dues as Land Revenue	30
4.22.	Eviction of Unauthorized Occupants of Land/ Demised Premises	30
4.23.	Termination of Lease and Power of Attorney:.....	30
4.24.	Lessee's responsibility against all Claims, Actions, Losses, etc	31
4.25.	Execution and Registration of Lease Agreement:.....	31



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

4.26.	Inspection of Site	32
4.27.	Sufficiency of Offer	32
4.28.	Lessee's Employees	32
4.29.	Safety Security and Protection of Environment:.....	32
4.30.	Provision for Inspection of the Property by the Lessor	32
4.31.	Care of Corporation's Property	32
4.32.	Procedure for Relief	33
4.33.	Set off	33
4.34.	Termination.....	33
4.35.	Force Majeure	34
4.36.	Corporation's Covenant	34
4.37.	Foreclosure of Agreement in Full or Part	34
4.38.	Dispute Resolution.....	34
4.39.	Stamp Duty	34
4.40.	Other Conditions	35
4.41.	Corrupt or Fraudulent Practices	35
4.42.	Interpretation of The Clauses in The Bid Document / Contract Document	35
5.	ANNEXURES.....	36
	Annexure A: Technical Bid Cover Letter	36
	Annexure B: Format for "Request for Clarification"	37
	Annexure C: Format for Declaration by the bidder for not being Blacklisted /Debarred	38
	Annexure D: Format for Project Citation (Technical Qualification).....	39
	Annexure E: Financial Proposal.....	40
	Annexure F: Financial Format	41
	Annexure G: Financial Declaration of Bidder.....	42
	Annexure H: Format to share Bidder's and Bidding Firms Particulars	44
	Annexure I: Technical Bid Checklist	45



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

1. Invitation for Proposal

1.1. Disclaimer

This Request for Proposal (RFP) for “**Selection of Agency Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.**” is issued by **Maharashtra Film, Stage & Cultural Development Corporation Ltd (MFSCDC)**.

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither MFSCDC Ltd., nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed RFP or make any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of MFSCDC Ltd. It does not purport to contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed MFSCDC Ltd. Project, the regulatory regime which applies thereto and by and all matters pertinent to the MFSCDC Ltd. Project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the MFSCDC Ltd. Project. MFSCDC Ltd. shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

MFSCDC Ltd. shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of MFSCDC Ltd. in selecting the Bidder who qualifies through this RFP shall be final and MFSCDC Ltd. reserves the right to reject any or all the bids without assigning any reason thereof. MFSCDC Ltd. further reserves the right to negotiate with the selected agency to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.

MFSCDC Ltd. may terminate the RFP process at any time without assigning any reason and upon such termination MFSCDC Ltd. shall not be responsible for any direct or indirect loss or damage arising out of such a termination.



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

1.2. Abbreviations

Abbreviation	Description
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
GCC	General Contract Conditions
GoM	Government of Maharashtra
ITB	Instructions to bidder
LOA	Letter of Award
MFSCDC Ltd.	Maharashtra Film, Stage & Cultural Development Corporation Ltd.
NDA	Non-Disclosure Agreement
BG	Bank Guarantee
PDF	Portable Document Format
RFP	Request for Proposal
SD	Security Deposit
SLA	Service Level Agreement
TEC	Tender Evaluation Committee
TCV	Total Contract Value
TEC	Tender Evaluation Committee
ULB	Urban Local Body



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

1.3. Key Terms & Definitions

Term	Definition
Bid / Proposal	This means the documents in their entirety comprising of the Technical and Commercial Proposal, clarifications to these, technical presentation/ demo submitted by the Bidder, in response to the RFP, and accepted by MFSCDC Ltd .
Bidder(s)/Agency/Lessee	Agency who shall Operate the Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.
Bidder's Representative	The person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision and execution of Project.
Authority/ Corporation/ Lessor	This means Maharashtra Film, Stage & Cultural Development Corporation Ltd. (MFSCDC Ltd).
Business Day	This means any day that is not a Sunday or a public holiday (as declared by Government of Maharashtra).
Day	A period of 24 hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time zone, the calendar day in one country differs from another country then the calendar day shall be deemed to be the calendar day applicable to India.
Deliverables	The documents, milestones and activities related to the setting up and operations of Project in MFSCDC Ltd., as defined in the RFP.
EMD/ Bid Security	This refers to the amount to be deposited by the Bidders to MFSCDC Ltd. to demonstrate commitment and intention to complete the process of selection of Bidder for implementation in MFSCDC Ltd.
End of Contract	This refers to the time when the Contract Period has ended.
RFP/ Tender	This means the Request for Proposal released, containing the technical, functional, commercial and operational specification.
Contract	This shall mean the deed to contract, together with its original accompaniment and those latter incorporated in it by mutual consent.
Selected Bidder/Successful Bidder/Shortlisted Bidder	This shall mean the successful Bidder whose tender has been accepted, and who has been authorized to proceed with the Work.



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

1.4. Tender Notice

TENDER NOTICE

Tender Reference No: Filmcity/civil/14/2023-24

Date: - 10.01.2024

MFSCDC Ltd., invites sealed tenders in two bid system (Technical bid and Financial bid) from reputed experienced professional organizations for “**Selection of Agency Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.**”. MFSCDC Ltd. intends to solicit technical and commercial bid from prospective Bidders. The prospective firms may download the tender document from website <https://mahatenders.gov.in>. For complete details & formats of e-tender can also be obtained from website <https://mahatenders.gov.in> / www.filmcitymumbai.org .

Tender form fee payment of **INR 560/-** (INR 500/- + INR 60/- GST (non-refundable)) by payment gateway online. No brokers/intermediaries shall be entertained. The MFSCDC Ltd. reserves the right to reject any/all applications without assigning any reasons whatsoever.

DISCLAIMER

1. Detailed timetable for the various activities to be performed in e-tendering process by the tenderer for quoting their offer is given in these tender documents under "**TENDER SCHEDULE**". Bidder should carefully note down the cut of dates for the carrying out each e-tendering process/activity. Bidder is advised to check website <https://mahatenders.gov.in/> www.filmcitymumbai.org for updates in schedule.
2. Every effort being made to keep the website up to date and running smoothly 24 x 7 by the MFSCDC Ltd. and the service provider. However, MFSCDC Ltd. takes no responsibility, and will not liable for the website being temporarily unavailable due to any technical issue at any point of time.
3. In the event MFSCDC Ltd. will not liable and responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this website, it includes all associate service, or due to such unavailability of the website or any part thereof or any contents or any associate services.
4. The tenderers must follow the timetable of e-tendering process and get their activities of e-tendering process done well in advance to avoid any inconvenience due to unforeseen technical problems, if any.
5. MFSCDC Ltd. will not be responsible for any incomplete activity of e-tendering process of the renderer due to technical error / failure of website and it cannot be challenged by way of appeal, arbitration and in the court of law.
6. Bidder must get done all the e-tendering activities well in advance.



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

1.5. Tender Schedule

Sr. No	Particulars	Dates
1	Tender Publish	10.01.2024 at 11:00 AM
2	RFP Document Download	10.01.2024 at 11:00 AM
3	Last date of submission of Pre-Bid Queries	16.01.2024 at 05:00 PM
4	Pre-Bid Meeting	17.01.2024 at 12:00 PM
5	Last date of Bid Submission	24.01.2024 at 05:30 PM
7	Technical qualification Opening	29.01.2024 at 03:00 PM
7	Commercial Bid Opening	Will be informed later

Note:

- 1) Earnest Money Deposit: - **Rs. 3,00,000 /-** (**Rupees Three lakhs only**) through online payment gateway mode available on <https://mahatenders.gov.in>
- 2) All MSEs notified as per GFR 2017 clause no. 1.10.4 shall be exempted from payment of Tender Document Fee and Bid Security/ Earnest Money Deposit.
- 3) All eligible/interested Bidders are required to be enrolled on portal <https://mahatenders.gov.in> before downloading tender documents and participate in e-tendering. Bidders are requested to contact on following telephone number in case of any doubts/information/difficulty regarding online enrolment or obtaining digital certificate 0120-4001 002 || 0120-4200 462 || 0120-4001 005 || 0120-6277 787
- 4) Bidders should submit tender related document online only.
- 5) Other instructions can be seen in the tender document. All rights to accept/reject any/all bids is reserved by MFSCDC Ltd. only.
- 6) The electronic tendering system for MFSCDC Ltd. will be available on separate sub-portal with URL <https://mahatenders.gov.in> as part of the Electronic Tendering System of Government of Maharashtra which is available on the portal <https://mahatenders.gov.in>



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

1.6. Invitation for Bids

- 1) MFSCDC Ltd. hereby invites proposals from reputed, competent and professional companies, who meet the minimum eligibility criteria as specified in this bidding document RFP for the “**Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.**” as detailed in **Section 2.19** of this RFP document.
- 2) The complete bidding document shall be published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender/ bidding document fee and EMD through e-Tendering Online Payment Gateway mode which is available on <https://mahatenders.gov.in>.
- 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying Master System Integrator (MSI) such as Safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 4) Bidders are also advised to refer “Bidders Manual Kit” available on <https://mahatenders.gov.in> for further details about the e-tendering process.
- 5) Bidders are advised to study this bidding document carefully before submitting their proposals in response to this RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

The summary of details with regard to this invitation of bids are listed in the table below:-

S No	Items	Description
1.	Tender Reference No.	Filmcity/civil/14/2023-24
2.	Name of the Project	Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.
3.	RFP Document Download Start / End Date & Time	Start Date: 10.01.2024 at 11:00 AM End Date: 24.01.2024 at 05:30 PM Please visit the below mentioned e-Tendering website https://mahatenders.gov.in
4.	Last date to send in requests for clarifications	All the queries should be received on or before through email only with subject line as follows: “Pre-Bid queries - <Agency’s Name>”. The queries should be submitted as per the format in Excel prescribed in Annexure A The Pre-Bid queries to be sent to the Email Id : decivilmfscdc@gmail.com
5.	Pre Bid Meeting	17.01.2024 at 03:00 PM



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

S No	Items	Description
6.	Address	Officer: Deputy Engineer, Civil Email Id: decivilmfscdc@gmail.com Contact : 022-28497540/524, Mobile No. – 8369966168 / 9869164517 Address: Dadasaheb Phalke Chitranagari, Goregoan East – 400065 Website: https://www.filmcell.maharashtra.gov.in/
7.	Tender Fee to be paid via Online Payment Gateway mode only.	INR 560 /- (INR 500/- + 60/- GST)
8.	Date Time and Place of opening of Technical Proposals	29.01.2024 at 03:00 PM
9.	Date Time and Place of opening of Commercial/Financial Proposals	Will be intimated later to the technically qualified bidders
10.	Earnest Money Deposit (EMD) to be paid via Online Payment Gateway mode only.	Earnest Money Deposit will be Rs. 3,00,000/- (Rupees Three Lakhs only) will be paid through Online e-Tendering Payment Gateway mode. For further details related to submission of EMD refer to EMD Clause mentioned in 2.8
11.	Security Deposit	The security deposit shall have to deposit amount equivalent to 3 month's consideration offered by the Bidder. It should be submitted within 10 (Ten) working days from the receipt of Letter of Intent towards award of the contract for due and proper fulfilment of bid document conditions.
12.	Last date for signing contract	As intimated in work order of MFSCDC Ltd.
13.	Bid Validity Period	120 days from the date of opening of commercial bid.
14.	Contract Period	5 Years
	Contact Person Officer: Deputy Engineer, Civil Email Id: decivilmfscdc@gmail.com Contact : 022-28497540/524, Mobile No. – 8369966168 / 9869164517 Address: Dadasaheb Phalke Chitranagari, Goregoan East – 400065 Website: https://www.filmcell.maharashtra.gov.in/	

Note: Prospective Bidders may visit MFSCDC Ltd. Administrative Office for any further information / clarification regarding this RFP on prior appointment during working hours till the date of technical bid submission.



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on lease and license basis.

2. Instructions to Bidders

2.1. Introduction of MFSCDC Ltd.

MFSCDC Ltd. was conceptualized in 1977, one of India's leading-edge film studio complexes, with blockbusters and super-mega-blockbuster films in its dossier, Film City spans over 520 acres of scenic delight. From small-scale production activities to larger-than-life cinematic wonders, to hosting international award ceremonies, Film City makes for a resourceful proprietor.

Located in the lush-green heart of Mumbai, with an easy-access, Film City offer an exclusive combination - no matter the scale of the production, well-organized support staff, and pretty much everything to make movie-making seamless. It has natural sites such as mountains, lakes, in addition to 15 studios & more than 50 outdoor locations and new locations within its boundaries.

For over 40 years, the iconic Mumbai Filmcity has been a home to over 2000+ feature films, 6000+ television series, and countless commercials. Our beloved production lot was 'revived' with the vision of celebrating its iconic history while modernizing its soundstages and production facilities for the future.

2.2. Purpose

The physical development of Filmcity is being done in most planned way capable of absorbing new ideas to stimulate interaction within and between the different elements. It is proposed to invite offers from private participation to develop and operate food court facility on location mentioned in the bid document for benefit of visitors, film makers, directors, actors, technicians etc. upon payment to the corporation as monthly compensation temporarily for a lease period of 5 years.

2.3. Completeness of Response

The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD.

2.4. Proposal Preparation Costs

1. The bidder shall submit the bid at its cost and MFSCDC Ltd. shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over MFSCDC Ltd. and MFSCDC Ltd. shall be at liberty to cancel any or all bids without giving any notice.
2. All materials submitted by the bidder shall be the absolute property of MFSCDC Ltd. and no copyright/patent etc. shall be entertained by MFSCDC Ltd.

2.5. Amendment of RFP Document

1. All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP.
2. The Bidders are advised to visit the e-Tendering Portal on regular basis to check for necessary updates. The MFSCDC Ltd. also reserves the right to amend the dates mentioned in this RFP.



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

2.6. Supplementary Information to the RFP

If MFSCDC Ltd. deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

2.7. MFSCDC LTD.'s right to terminate the process

MFSCDC Ltd. may terminate the RFP process at any time and without assigning any reason. MFSCDC Ltd. reserves the right to amend/edit/add/delete any clause of this Bid Document. This will be informed to all and will become part of the bid/RFP and information for the same would be published on the e-Tendering portal.

2.8. Earnest Money Deposit (EMD)

1. Bidders shall submit Earnest Money Deposit of be **INR 3,00,000 /- (Rupees Three lakhs only)**. This deposit amount should be paid through Online Payment Gateway mode only.
2. All MSEs notified as per GFR 2017 clause no. 1.10.4 shall be exempted from payment of Tender Document Fee and Bid Security/ Earnest Money Deposit.
3. No interest shall be paid on Earnest Money Deposit.
4. The Earnest Money will be forfeited:
 - a. If the bid is withdrawn by the tenderer(s) before the opening of the tender or
 - b. If the successful tenderer(s), fails to pay performance security or to execute agreement within the stipulated time.
5. The Earnest Money Deposit of the unsuccessful tenders(s) will be refunded as soon as possible after the successful bidder is declared.
6. The Earnest Money Deposit of the successful tender(s) will be refunded upon submission of security deposit.
7. If any time, it is discovered that Tenderer has submitted more than one tender under different name, all such tender (s) will be rejected / agreement cancelled / Earnest Money Deposit or Security Deposit will be forfeited. The tenderer would also be blacklisted and debarred from participating in future tenders.

2.9. Authentication of Bid

Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.

2.10. Language of Bids

This bid should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at MFSCDC Ltd.'s discretion.

2.11. Bid Submission Format

The entire bid/proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

2.12. Bid Submission Instructions

1. Complete bidding process will be online (e-Tendering) in 2 (Two) envelope system. Submission of bids shall be in accordance to the instructions given in the following table:

Particulars	Instructions
Envelope A: Technical Proposal	Scanned copy of Receipt of the e-Tender Fees and Earnest Money Deposit (EMD) The Technical documents shall be prepared in accordance with the requirements specified in this e-Tender and the formats are prescribed in this e-Tender. Bidders shall submit accurately filled checklist for technical evaluation documents as per format mentioned in this e-Tender Each page of the Technical Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Technical Proposal should be submitted through online bid submission process only.
Envelope C: Financial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this e-Tender Each page of the Financial Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Financial Proposal should be submitted through online bid submission process only.

2. The following points shall be kept in mind for submission of bids;
 - a. MFSCDC Ltd. shall not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.
 - b. The Bidder is expected to price all the items and services sought in the RFP and proposed in the proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.
 - c. MFSCDC Ltd. may seek clarifications from the Bidder on the Technical proposal. Any of the clarifications by the Bidder on the Technical proposal should not have any commercial implications.
 - d. Financial Proposal shall not contain any technical information.
 - e. If any Bidder does not qualify the technical criteria stated in Section 2.19 of this RFP, the commercial proposals of the Bidder shall not be opened in the e-Tendering system.
 - f. All documents submitted by the Bidder for technical criteria should be signed and attested by one single authorized personnel from the respective company
 - g. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which MFSCDC Ltd. reserves the right to reject the proposal.
 - h. Any proposal sent by fax/post/courier or any other medium except e-Tendering system shall be rejected.



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

2.13. Late Proposal and Proposal Validity Period

Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the proposals submitted before deadline shall be till 120 days from the date of opening of subsequent bid.

2.14. Modification and Withdrawal of Proposals

No Proposal shall be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the Proposal/bid form. Entire EMD shall be forfeited if any of the Bidders withdraw their proposal/bid during the validity period.

2.15. Non-conforming Proposals

A Proposal may be construed as a non-conforming proposal and ineligible for consideration:

1. If it does not comply with the requirements of this RFP
2. If the Proposal does not follow the format requested in this RFP or does not appear to address the requirements of the MFSCDC Ltd.

2.16. Acknowledgement of Understanding of Terms

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

2.17. Bid Opening

1. Total transparency shall be observed and ensured while opening the Proposals/Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
2. MFSCDC Ltd. reserves all the rights to postpone or cancel a scheduled bid opening.
3. Bid opening shall be conducted in two stages.
4. In the first stage, tender fees, EMD and Technical qualification of those Bidders shall be opened shall be opened and evaluated.
5. In the Second stage, Financial Proposal of those Bidders, whose all pre-proposals (Technical Qualification) qualify, shall be opened. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address
6. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for MFSCDC Ltd., the bids shall be opened at the same time and location on the next working day. In addition to that, if their representative of the Bidder remains absent, MFSCDC Ltd. will continue process and open the bids of all bidders.
7. During bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. MFSCDC Ltd. has the right to reject the bid after due diligence is done.



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

2.18. Evaluation Process

1. MFSCDC Ltd. shall form a Technical Evaluation Committee (hereinafter referred to as “TEC”) to evaluate the bids.
2. TEC shall review all Qualification proposals of the bidders to determine whether the proposals are substantially responsive. Bids that are not substantially responsive shall be disqualified and TEC reserves the right to seek clarification if required.
3. The financial proposals of the qualified Bidders (whose all-technical qualifications criteria are qualified) shall be opened and reviewed to determine whether the financial proposals are complete and as per requirements.
4. Evaluation and award of Contract shall be done as per provisions of Maharashtra State Government Rules.
5. Please note that TEC may seek inputs from their professional, external experts in the Bid evaluation process.

2.19. Technical Qualification Criteria

TQ	Technical Qualification Criteria	Documents
TQ 1	<p>The bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956 OR A Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 is eligible to participate in the bidding process. OR A Public Trust registered under Public Trust Act, 1950 or registered under Society Registration Act, is eligible to participate in the bidding process. OR A Co-operative Society registered under Maharashtra Cooperative Act, 1960 is eligible to participate in the bidding process. OR A Sole Proprietorship with valid Certificate/License issued by Municipal authorities under Shop and Establishment Act in India is eligible to participate in the bidding process.</p> <p>A Micro, Small & Medium Enterprises (MSEs) registered with (a) District Industries Centers; or (b) Khadi and Village Industries Commission; or (c) Khadi and Village Industries Board; (d) Coir Board; or</p>	<ul style="list-style-type: none">• Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.• Copy of Partnership deed and Copy of Registers of Firm Certificate or Copy of Certificate of LLP registration• Registration Certificates for Public trust• Registration Certificate for Co-operative Society• Copy of the list of properly constituted management or governing body of the Organization Memorandum of Association (MOA) and Articles of Association (AOA)• Copy of valid Certificate/License issued by Municipal authorities under Shop and Establishment Act in India• MSME/NSIC/SSI/DIC equivalent certificates, List of machinery,



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

TQ	Technical Qualification Criteria	Documents
	(e) National Small Industries Corporation; or (f) Directorate of Handicraft and Handloom; or (g) Udyam Registration issued by Ministry of MSE; or (h) Any other body specified by the Ministry of MSME. and vendors registered with NSIC under a single point vendor registration scheme in India since last 3 years as on the date of bid submission.	production capacity and other related documents of the manufacturer <ul style="list-style-type: none">• Copy of PAN Card• Copy of GST Registration of the Bidder.
TQ 2	The Bidder shall have an annual Turnover of INR 1.5 Cr over last three financial years (FY 20-21, FY 21-22, FY 22-23).	<ul style="list-style-type: none">• Certificate from the Statutory Auditor / Chartered Accountant clearly stating the Turnover (Annexure G)• Bidder has to submit copies of audited Balance Sheets for last 3 Years (i.e. FY20-21, FY 21-22, FY 22-23).
TQ 3	The Bidder should have positive net worth for last three financial years (FY 20-21, FY 21-22, FY 22-23).	<ul style="list-style-type: none">• Certificate from the Statutory Auditor / Chartered Accountant clearly stating the positive net worth. (Annexure G)
TQ 4	The Bidder shall have experience of operating and maintaining a restaurant/eatery for minimum 5 years as on the date of bid submission	<ul style="list-style-type: none">• Copy of Work order / LoA / Contract Agreement (Annexure D)
TQ 5	The Bidder shall have more than three years' experience in State Government/Central Government/PSU for providing catering service or running canteen as on the date of bid submission.	<ul style="list-style-type: none">• Experience Certificate / Work order for catering service shall be submitted along the bid
TQ 6	The Bidder should have Central kitchen at Mumbai in the vicinity of 10 kms. range.	Copy of Agreement and facilities shall be submitted along the bid
TQ 7	The Bidder should have a valid license under FSSAI Act 2006 or a valid license from Department of Food & Drug Administration, Maharashtra	Copy of License / Certificate
TQ 8	The Bidder should not be blacklisted for unsatisfactory past performance, corrupt & fraudulent practices or any other unethical conduct by any Central/State Public Sector Undertakings/Semi-Govt. undertaking/ Corporation/ ULBs/ Public Sector Banks or autonomous government organizations as on date of bid submission.	A self-certified letter signed by the Authorized Signatory of the Bidder (as per Annexure C)

MFSCDC reserves the right to visit bidder's customer or take consent on work done, where such a similar project implementation has taken place.

Please Note: In case of Bidder who have/had operated any type of agreement/contract with MFSCDCL in the past or are currently operating any Agreement / Contract with MFSCDCL, if there are any outstanding



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

payment/dues payable by the bidder to MFSCDC as on date of submission of offer, then such bidders shall not participate in bidding process and if offers are submitted by such bidders and received by MFSCDC, then the same shall not be opened on the due date of opening of financial offers, unless all the dues are unconditionally cleared well in advance at least 1 week before the due date of opening of financial offers.

2.20. Evaluation of Proposal

1. Prior to evaluation of Eligibility and Qualification Submissions/ Technical Bid, the Bid Evaluation Committee shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - The Technical and Financial Bids are submitted online properly.
 - Technical Bid is accompanied with RFP Fee and EMD amount and / or (MSME certificate) as specified in RFP.
 - The Bid is received by Bid Due Date including any extension thereof pursuant hereto;
 - It contains all the information (completed in all aspects as requested in this RFP and/or Bid documents (in formats same as those specified in the RFP)
 - It does not contain any conditionality; and
 - It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
2. The Bid Evaluation Committee reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
3. Evaluation of Eligibility Criteria and document checks of only those Bidders shall be carried out who's Bids determined to be responsive.
4. Any clarification if sought, shall be only in case of documents which pre-existed at the time of bid submission, and which have not undergone change since then. These should be called only on basis of the recommendations of the bid evaluation committee. The clarification documents to be submitted within 5 working days by the bidder as directed by authority.
5. Any discrepancy noticed by bidder in respective other bidder must be communicated within 7 days from the date of opening of Technical Bid. If not notified by bidder about discrepancies related to other bidder within 7 days from the date of opening of Technical Bid any notification by the bidder will not be considered.

2.21. Evaluation of Technical Proposals

1. Bidders, who qualify the for Technical Qualification criteria evaluation.
2. Bidder shall be evaluated as per Technical Qualification criteria mentioned at Section 2.19.
3. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and completion certificates, client contact information for verification, and all others) as required for technical evaluation.
4. At any time during the Bid evaluation process, TEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
5. MFSCDC Ltd. reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be considered during the technical evaluation process.



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

2.22. Commercial Evaluation

1. Bidder qualifying for the financial bid opening and quoting the highest in their respective financial bid will be declared **H1**, hence will be declared winner. The financial format should be submitted as per Section 7.3
2. In the event of two or more Bidders quoting exactly the same value, then MFSCDC LTD. and TEC reserves the right to select the winner based on technical competency of the bidders.
3. MFSCDC LTD. reserves the right to confirm the preferred bidder as successful bidder subject to negotiations and approval of competent authority.

2.23. Award of Contract

2.25.1. Award Criteria

The bidder quoting the Highest quotation commercials stands H1 and would be considered for the award of contract.

2.25.2. MFSCDC LTD.'s Right to accept any Bid and to reject any or all Bids

MFSCDC Ltd. reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for MFSCDC Ltd.'s action.

2.25.3. Letter of Intent

MFSCDC Ltd. will notify the Successful Bidder in writing or email, to be confirmed in writing by letter, that its bid has been accepted. MFSCDC Ltd. will promptly notify each unsuccessful bidder.

2.25.4. Letter of Acceptance

The Successful Bidder shall, within 5 (Five) working days of the receipt of the LOI, sign and return the LOA in acknowledgement thereof. In the event of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the MFSCDC Ltd. may, unless it consents to extension of time for submission thereof.

2.25.5. Issuance of Work Order

Post submission of security deposit for 3 months by the successful Bidder, MFSCDC Ltd. shall issue Work Order which will constitute the formation of contract.

2.25.6. Signing of Contract

- The Successful Bidder shall enter into contract agreement with MFSCDC LTD. within the time frame mentioned in the work order to be issued to the Successful Bidder by MFSCDC LTD.
- If the signing of contract is not completed within the stipulated time period as mentioned in Work Order, then the offer made to the selected bidder shall stand annulled.
- Any expenses related to registration of Agreement shall be Borne by Successful Bidder(s).



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

2.25.7. Failure to agree with the Terms & Conditions of the RFP / Contract

Failure of the Successful Bidder to agree with the Terms & Conditions of RFP, LOI, Work order & Agreement shall constitute sufficient grounds for the annulment of the award, in such a case, MFSCDC Ltd. will forfeit the security deposit of the Successful bidder.

2.24. Contract Period

The period of the contract for Operation of Food Court facility near studio no. 5 in Filmcity on leave and license basis shall be for period of 5 years or till completion / execution of Filmcity redevelopment plan whichever is earlier, on the terms and conditions mutually agreed between the parties, keeping in view the performance of the contractor during contractual period.

After award of work order or agreement whichever is earlier, two month will be given for Fit out (for Preparation of interior, furniture etc.) Rent will be charged after this two month of fit out period or commercial date of operation whichever is earlier.

2.25. Security Deposit

1. The Successful Bidder shall pay within a period of 15 days from the date of LOA, interest free Security Deposit equivalent to three (3) compensation/lease rent agreed upon in the form of Demand Draft drawn in favour of MFSCDCL. payable at Mumbai. The security deposit amount shall not carry any interest.
2. The Security Deposit shall be refundable to the Lessee within two (2) months after expiry of agreement period of the Lessee upon full and satisfactory compliance by the Lessee with all the obligations and requirements under this agreement, provided there is no claim of MFSCDCL against the Lessee and after a specific written request is received from the Lessee and after approval of the corporation.
3. MFSCDCL shall be at liberty without any further consent from the Lessee than the consent which is implied by the execution of the lease agreement to use/realize the amount of Security Deposit or any part thereof towards the fulfillment of payments and satisfaction of any and every sum which may be due by the Lessee to the Corporation or any local/competent authorities and the Lessee shall on demand by the Corporation deposit with the Corporation additional amount in the form of demand draft drawn on any nationalized / scheduled bank in favour of MFSCDCL. payable in Mumbai to make good the original amount of Security Deposit.
4. In the event of Security Deposit being found insufficient or the same has been wholly forfeited, the balance or the total sum recoverable as the case may be shall be deducted with interest at 18% pa from any sum due to the Lessee or which at any time thereafter may become due to the Lessee under this or any other tenders/agreement with the Corporation including any EMD paid by them for any other tenders/agreement. Shall that sum also not be sufficient to cover the full amount recoverable, the Lessee shall forthwith pay to the Corporation on demand the balance dues.
5. Upon full and satisfactory compliance by the Lessee with all obligations and requirements under this agreement, the Security Deposit or such part thereof which is not liable to be forfeited or appropriated as aforesaid, shall be refunded to the Lessee after expiry of agreement period.
6. No interest will be payable by the MFSCDC Ltd. on the amount of the security deposit.

2.26. Bid Prices

The bidder must quote for “**Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.**”, in the format given for financial bid. Validity of Bid shall be of 120 days from the date of opening of subsequent bids.



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

2.27. Bid Currency

The rates quoted shall be in Indian Rupees only.

2.28. Signature

A representative of the bidder, who is authorized to commit the bidder to contractual obligations, must sign with the bidder's name and seal on all pages of the bid, including the tender/bid document. All obligations committed by such signatories must be fulfilled.

2.29. Correction of errors

The Bidder is advised to take adequate care in quoting the rate. No excuse for corrections in the quoted rate will be entertained afterwards. The corrections or overwriting in bid document should be initialed by person signing the Bid form.

2.30. Corrections to Arithmetic errors

In case of discrepancy between the amount mentioned in figures and in words, the amount whichever is less shall govern. The amount stated in the Bid form, adjusted in accordance with the above procedure, shall be considered as binding.

2.31. Site visit

The bidders may visit the site and obtain additional information at their own cost and responsibility. However, a prior appointment needs to be fixed by the bidder for the same.

2.32. Disqualification

The Bid from the bidders is liable to be disqualified in the following cases:

1. Bid not submitted in accordance with the bid document.
2. The bidder qualifies the bid with his own conditions.
3. During validity of the Bid, or its extended period, if any, the bidder increases his quoted prices.
4. Bid is received in incomplete form.
5. Bid is received after due date and time.
6. Bid is not accompanied by all requisite supporting documents.
7. Information submitted in Technical Qualification Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
8. The successful bidder fails to enter into a contract, as fixed by MFSCDC LTD.
9. Non-fulfilling of any condition/term by bidder.



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

3. Scope of Work

3.1. Overview of Scope

Filmcity proposes to invite offers from experienced/private parties to develop and operate food court facility in the film city premises for the benefit of visitors, film makers, directors, artists, technicians etc. upon payment to the Maharashtra Film, stage & Cultural Development Corporation Ltd as monthly compensation for a period of 5 years only.

Filmcity requires catering facilities ranging from good quality thali at affordable pricing to a variety of Continental, Chinese and Indian food and snacks.

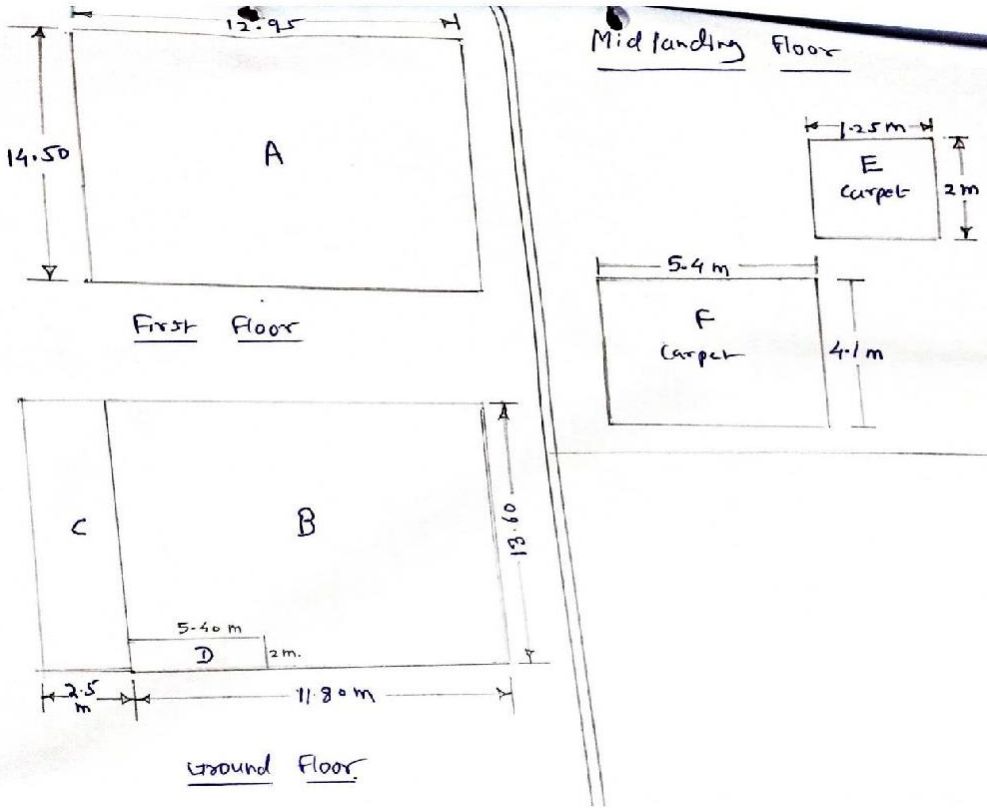
3.2. Description of Plot / Site

- The locations available for development of food court facility are:
- FOOD COURT LOCATION NEAR STUDIO NO. 5: Space having approximate plot area
 1. Ground floor Structure 2000 sq. ft. including, 116 sq. ft. and mid landing floor, storeroom,
 2. First floor 2020 sq. ft. c. Open space at ground floor 366 sq. ft 2000 sq.ft., located besides to studio no 5. The land where in food court facility is proposed is open space with existing structure. The Corporation will not entertain any claims for compensation/adjustment of cost of construction, during the subsistence of the contract period or thereafter.
 3. Since the food court/cafeteria will be on Filmcity premises, it is expected that this site will be developed as an attractive location for shooting purposes while operating the regular business.
- The successful bidders shall be allowed to plan suitably in consultation with MFSCDCL in order to serve the purpose of the food court facility. The required furniture, kitchen equipment shall be provided by the successful bidder at his own cost.
- After handing over of this plot successful bidder may modify, alter, use existing structure at its own cost as per their requirement with prior permission of corporation. The Corporation will not entertain any claims for compensation/adjustment of cost of construction, during the subsistence of the contract period or thereafter.
- Apart from above the surrounding area if required by the successful bidder can be allowed to use with separate financial terms.

The plan of the plots to be allotted are as below:



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.



3.3. Maintenance

1. The Bidder shall always maintain the demised premises including the building/s, toilet blocks, parking area, the streetlights, landscaping, etc. in neat, clean, good and safe condition in a professional manner at its own cost as required to be done of the standard prescribed for a three star hotels or above that level, as designated by Tourism Department of Government of India/Government of Maharashtra.
2. The Bidder shall prepare and submit a detailed Maintenance Manual along with schedule for routine, periodic and structural repair within 45 days from the date of agreement and submit the same to the Engineer-In-Charge for approval. This approved Maintenance Manual shall be binding on Lessee. The Lessee shall update the manual as and when required and as and when instructed/directed by the Engineer-in-charge who shall be responsible for monitoring the maintenance activities during the entire period of lease.
3. The Bidder shall keep the restaurant open on all 7 days of the week and it shall not be closed for more than 7 days in a year. The Lessee shall be liable to pay the fine of Rs. 5,000/- per day of closure beyond permitted period.
4. The Bidder shall not cause any nuisance and shall refrain from doing any act, which is objectionable to the Lessor or the neighboring occupiers, or any authority and for this purpose, the Lessor or its authorised representative shall have right to enter and inspect the demised premises at any time proper and suitable to it. The instructions / suggestions given by the Lessor during inspection shall be strictly



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

- complied with by the Lessee at its own cost.
5. The successful bidder shall submit detailed plan/drawings for repairs/construction to corporation if any and then to MCGM, Chief Fire Officer and relevant authority immediately for approval on accepting offer by corporation. Once approval of MCGM received, the work order will be issued by Corporation.
 6. The successful bidder will have deposit Security Deposit as mentioned in bid in the form of DD in favour of MFSCDCL.
 7. Any construction done by the company without the prior written permission of the corporation shall be deemed to be unauthorized construction and shall render this contract liable for forthwith termination.
 8. The possession of the site shall be handed over the company by MFSCDCL On “as is where is basis” for a period of 5 years from the date of work order. The company shall hand over peaceful possession of the premises to the MFSCDCL. On the expiry of the term of contract, i.e. after 5 years from the date of the work order or on termination of this agreement.
 9. The company shall not transfer /lineate/ mortgage or dispose of in any manner the land and /or property and /or shall not create any third-party rights in the land and /or property belonging to the corporation. The company shall not create third party rights by way of mortgage, lien, etc. in the machinery / equipment to be installed, in terms of this agreement, without the prior written approval of the corporation.
 10. The successful bidder shall have to maintain the food court at his own cost Regular maintenance shall be cleaning, keeping the premises neat & clean all the time.
 11. If maintenance of demised premises is found to be of substandard by the licensor, a penalty of Rs. 2000/- per day shall be recovered from licensee.
 12. Any repair works shall be attended immediately.
 13. On request of the successful bidder the 15mm dia water connection will granted however, the connection work, such as laying pipe line, fixing water meter shall be carried out by the bidder at his own cost.
 14. Regular monthly water bill, electricity bill and security deposit at the prevailing rates shall be paid immediately. Necessary agreement shall be executed for meter connection.
 15. The Licensee shall bear all the costs to be incurred in furnishing the premises like arrangement of furniture including tables, chairs, lights, fans, A/Cs, etc. and the ancillary expenses required for operation of the permissible activities on the demised premises. The fitting and fixture of furniture, light, fans, electrical appliances, other accessories and interior furnishing item shall be done in a careful and workman like manner without causing damage to the property of the Corporation whatsoever in nature. Damage, if any, caused shall be made good by the Licensee at his own cost to the entire satisfaction of the Engineer-in-Charge.
 16. The premises will be inspected jointly for maintenance point of view and maintenance work shall include:
 - a. Daily sweeping and cleaning of canteen including surrounding.
 - b. Area colouring & painting as required.
 - c. Pre-monsoon maintenance to avoid leakages, dampness etc.
 - d. Maintenance of the water pipeline, sewer line etc.



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

3.4. Indemnity

Bidder shall indemnify, protect and save MFSCDC against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the hardware / software supplied by him.

4. General Terms and Conditions

4.1. Definitions

1. **“Bidder”** or **“Lessee”** shall mean any person or persons, firm or company who has submitted its offer/bid for the work.
2. **“Corporation”** or **“MFSCDCL”** or **“Lessor”** shall mean Maharashtra Film Stage and Cultural Development Corporation Ltd. Mumbai, a Government of Maharashtra undertaking incorporated under the Companies Act, 1956.
3. **“Competent Authority of MFSCDCL”** shall mean the Managing Director of MFSCDC and/or any officer authorized by the Managing Director.
4. **“Contract”** shall mean and include tender notice, bid document, the terms and conditions of contract, corrigendum's if any, letter of acceptance, work order, minutes of pre-bid meeting, the offer/bid, the agreement and mutually accepted condition in the authorized correspondence exchanged with the bidder by the corporation and any other document forming part of the contract.
5. **“Leave and License”** an understanding, where one party (the MFSCDCL, named the 'licensor') provides a limited right to use his/her premises to the other party (called the 'licensee') for rent
6. **“Deputy Engineer or Engineer – In-charge”** shall mean the Deputy Engineer for the time being in charge of the work.
7. **“Food court”** shall mean and include the open space and builtup structure for an eatery/restaurant/canteen for preparing and providing food and beverages as more particularly delineated in the plan annexed herewith in bid document.
8. **“Government”** shall mean the Government of Maharashtra and shall include the Governor of Maharashtra.
9. **“Joint Managing Director”** or **“Jt.MD”** shall mean the Joint Managing Director appointed by the Corporation to perform the respective functions of the Joint Managing Director; and shall include his successor and assign.
10. **“Lessee/Contractor/Agency/Company”** shall mean and include the person or persons, firm or company who has been awarded the lease of the demised premises for running the Food court activity by the Maharashtra Film Stage and Cultural Development Corporation Ltd. Mumbai. It shall include in the case of natural persons, his/her heirs, executors and administrators, in the case of a partnership firm, the partners, in case of a Company, the Managing Director or all the Directors or any other person authorized by the company, in case of a Trust all the Trustees, in case of a Co-operative society its Chairman or Secretary.
11. **“Managing Director”** shall mean the Managing Director appointed by the Corporation to perform the functions of the Managing Director; and shall include his successor and assign.
12. **“Officer in Charge”** shall mean any officer appointed by the Corporation at its discretion to act as Officer-in-Charge of the work and authorized to exercise such powers on behalf of the Corporation.
13. **“Penal Interest”** shall mean interest calculated at the rate of 18% p.a. on the amounts payable to MFSCDC which are delayed beyond due date. If such default continues in the next financial year,



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

the Penal Interest shall be calculated on the cumulative balance of Principle amount and interest accrued thereon and due, at the end of the last financial year.

14. **“Plot or site or Demised Premises”** shall mean the land owned/ maintained/managed by MFSCDC and allotted to successful bidder, in the film city campus, Goregaon (east), Mumbai 400065.
15. **“Processing Fees”** shall mean the amount payable by the licensee to the MFSCDC or any other government authority for processing every application submitted by the Licensee for sanction/permission sought by the Licensee for all operational purposes.
16. **“Successful Bidder”** shall mean the Bidder to whom the Corporation intends to award the contract.
17. **“Monthly Compensation / Consideration/ Lease Rent”** shall mean rent payable to the Corporation by the Lessee every month for food court facilities for leave and license period 3 years.
18. **“Work”** shall mean development operation of food court and running the same during the contract period and also getting all necessary licenses/permissions/approvals from the concerned authorities for the repairs if required of the food court at the cost of the Lessee.

The above definitions and expressions shall have the meanings assigned to them, except where the context otherwise requires.

4.2. Parties to the Contract

The parties to the contract shall be the MFSCDCL and the successful Bidder whose offer/bid is accepted by the Corporation.

- A. The person signing the Offer/Bid or any other document forming the part of contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the organization or the firm as the case may be in all matters pertaining to the contract. If it is found that the person concerned has no such authority, the Corporation may, without prejudice to any other civil/criminal remedies, terminate the contract and hold the signatory and/or the firm liable for all costs and damages on account of such termination. The Corporation shall entertain no claim from the firm for such termination.
- B. Notices or any other action to be taken on behalf of the Corporation, may be given/taken by the Competent Officer duly authorized for the purpose on its behalf.

4.3. Interpretation

Words imparting persons or parties shall include firms, Corporations and any organization having legal entity.

4.4. Singular and Plural:

Words imparting the singular only shall also include the plural and vice versa where the context so requires

4.5. Notices, Consents, Approvals, Certificates & Decisions:

Where in the agreement, provision is made for giving or issue of any notice or consent or approval or certificate or decision by any person, unless otherwise specified, such notice, consent, approval, certificate or decision shall be in writing and the words “notify” “Certify” or

“Decide” shall be construed accordingly. Any such consent, approval, certificate or decision shall not be unreasonably withheld or delayed.



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

4.6. Officer-In-Charge and Engineer In Charge:

The Corporation may appoint any person at its discretion as Officer-in- Charge and/or Engineer in Charge of the work and authorize him to exercise such power on behalf of the Corporation.

4.7. Contract Document

A. Language

The language of the contract is English.

B. Law

The contract shall be governed and construed in accordance with the law of India. No suit or other proceedings relating to performance or breach of contract shall be filed or taken in any Court of Law except Principal Court of Ordinary Civil Jurisdiction at Mumbai which shall have exclusive jurisdiction to the exclusion of any outside court.

C. Priority of Contract Document:

The several documents forming the contract shall be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Officer-in-Charge who shall issue to the Lessee necessary instructions thereon and in such event, unless otherwise provided in the agreement, the priority of the documents forming the contract shall be as follows:

1. The Lessee's offer/bid
2. The Letter of Acceptance
3. The leave and License agreement
4. The Work Order
5. The terms and conditions of contract
6. Any other document forming part of the contract.

4.8. The Lessee's General Obligations:

A. Expenses to be Incurred:

The Lessee shall bear all the costs to be incurred development/refurbishment/renovation/ furnishing the premises like arrangement of furniture including tables, chairs, lights, fans, A/Cs, etc. and the ancillary expenses required for operation of the permissible activities on the demised premises. The fitting and fixture of furniture, light, fans, electrical appliances, other accessories and interior furnishing item shall be done in a careful and workmanlike manner without causing damage to the property of the Corporation whatsoever in nature. Damage, if any, caused shall be made good by the Lessee at his own cost to the entire satisfaction of the Officer-in-Charge.

B. User:

- a) The Lessee shall use the built up area and allotted plot only for the purpose of Food Court, eatery and restaurant and for no other purpose whatsoever. The lessee shall provide multi-cuisine facilities such as Maharashtrian Snacks, South Indian Snacks, Punjabi Snacks and other wide variety food/snacks/beverages. Quality of Food, snacks and Beverages shall be of acceptable standard as determined by competent authorities at all times. Sale of alcohol or alcoholic drink shall not be permitted in the premises. The lessee shall furnish to the Lessor the rates that he will charge from commuters for food items, beverages etc., served in the Food Court. The said rates and revision thereof need prior approval of MFSCDCL. The rate for branded food items and beverages etc., shall not exceed the Maximum Retail Price of that concerned product.
- b) The Lessee shall use only gas (LPG) for cooking. Use of wood, coal, kerosene, diesel etc. shall not be permitted on the said premises.



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

- c) The Lessee shall not carry out any illegal business/activities in the demised premises nor shall store any prohibited articles or commodities, which could cause damage to the demised premises or equipment's and surrounding plot and shall observe strictly the rules and regulations of the Government and local authorities in that behalf. The lessee shall not occupy any premises or any part of the plot other than the demised premises.
- d) In case of failure to comply with any of the above obligations, the agreement shall be terminated forthwith by giving fifteen (15) days' notice at the risk and cost of the Lessee and the Security Deposit shall also be forfeited.

4.9. Payment of Fees, Lease Rent etc.

The Lessee shall pay

- A. The Lessee shall pay Lease Rent /Compensation- The lease rent / compensation per month shall pay on every 5th of the month. In case of delay in payment of the lease rent on the due dates, the Lessee shall be liable to pay delayed payment charges at the rate of 18% pa till the date of payment and/or realization. For delay beyond a period of 90 days from the due dates, MFSCDCL. shall be entitled to terminate the lease without any further reference to the Lessee. Additionally, the security deposit shall also be forfeited without prejudice to the right of the MFSCDCL. to recover compensation for loss or damage, if any, suffered in consequence of such default. Lease rent will be increased 5% (of previous year) every year.
- B. If the Lessee makes any application to the Lessor either for additional activity to be carried out or for any new licensee to be introduced in the demised premises, the application/s for the said purpose/s shall be made by the Lessee to the Lessor along with the details of proposed activity and a demand draft of Rs. 5,000/- for each activity, drawn in favour of MFSCDCL. payable at Mumbai as processing fees.
- C. Any other fees, amounts, etc if payable by the Lessee shall be paid as per the instructions of MFSCDCL. from time to time.

4.10. Allotment of Excess Area of Plot

If the area of the demised premises is found in excess of the area represented in the offer document then, it shall be the sole discretion of Managing Director, MFSCDCL. This excess area shall be allotted to the Successful Bidder at the rate at which the allotment of demised premises was made to the Successful Bidder.

4.11. Payment of Rates and Taxes

The Lessee shall bear and duly pay and discharge all existing and future taxes, rates, assessments, cess, property tax, dues, duties, impositions, penalties, fees and outgoings of every description from the date of taking over possession of the demised premises and assets built thereon. The Lessee shall bear all charges towards electricity, gas, water, storm water drain, sewage /garbage disposal etc., and other services consumed on the demised premises, etc. The Lessee shall make necessary arrangement for availing the said services and incur the expenditure thereof at its own cost. If any of the service facility is built or provided by MFSCDCL., bidder shall be liable to reimburse cost of the same as per cost statement provided by MFSCDCL.

4.12. Obtaining Licenses, Permits etc.

- A. The Lessee shall obtain all necessary licenses/permits/permissions/approvals of the local authority or any other Competent Authority required for development and operation for the food court



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

premises and for commencement of business. The Lessee shall observe and comply with and cause to be observed and complied with all the applicable laws, rules, regulations and byelaws applicable for the purposes herein including that of the local authorities concerned or any other statutory body. For approvals from different authorities, required NOC/Authorisation shall be given by corporation.

- B. Letters containing licenses/permits/permissions shall be submitted by the Lessee to the Officer-in-charge before commencement of the business of the food court. The licenses/permissions/approvals for running the Food Court shall be kept valid during the entire period of the lease agreement.

4.13. Alteration or Modification:

Upon commencement of the business at the food court, Lessee shall not make any addition or alteration to the demised premises or any part thereof subsequent to the renovation/modification of the Food court as per the plan approved by the Lessor.

4.14. The use of Non disposable things is prohibited

The Lessee shall not use plastic carry bags, plastic dishes, plastic teacups and thermocol cups or any other non-disposable material for serving/consumption of Tea, Coffee, Food, and Snacks etc. in the demised premises. The Lessee shall use only paper bags, paper dishes, paper cups etc. which are biodegradable.

4.15. Penalty and Fine for Negligence of Cleanliness:

If maintenance of the demised premises is found to be of sub-standard by the Lessor, a penalty of Rs. 5,000/- per day shall be recovered from the Lessee. If penalty exceeds Rs. 50,000/-, in a period of one (1) year, the lease agreement shall stand terminated with thirty (30) days' notice at the risk and cost of the Lessee and the entire amount of Security Deposit shall also stand forfeited without any further reference to the Lessee. Besides this if any damage, breakage is caused to the demised premises or any part thereof, the Lessee shall make it good forthwith to the satisfaction of the Lessor. The decision of Managing Director of MFSCDCL. in this regard shall be final and binding on the Lessee.

4.16. Hoardings/Advertisements in the Demised Premises:

The Lessee shall not be permitted to put any commercial hoardings or advertisement of third parties in the demised premises except the name plate of the Food Court for information to road users, however the Lessor shall be free to put up any hoarding or other advertisement, commercial or otherwise, in and around the demised premises. Any income arising out of such commercial exploitation shall belong to the Lessor alone.

4.17. Insurance against Accident To Workmen:

The Lessee shall insure and keep the insurance in force during the entire period of the contract the insurance of his workmen, equipment, etc. at its own cost. No additional burden shall fall on the Corporation due to absence of insurance, if any. The Lessee shall provide certified true copies of insurance policies at every periodical renewal for the record of the Corporation. Lessee shall have to take out insurance of Director of Insurance, Maharashtra state, Mumbai. Its postal address for correspondence is 264, MHADA, 1st floor, opp. Kalanagar, Bandra (east), Mumbai 400 051.

4.18. Compensation for Damages

The Corporation shall not be responsible or liable in any way to compensate the Lessee for any loss or damage of any nature whatsoever to the business activities conducted on the demised premises for any reason whatsoever before, after or during the period of lease agreement. The Lessee shall not ask for any rebate on any such count. The entire responsibility will be that of the Lessee exclusively.

4.19. Enforcement of Obligations

If the Lessee neglects or fails to do anything agreed to do as per the agreed terms, the Corporation may serve a notice on the Lessee asking him to do things agreed upon as aforesaid and on their neglect or failure to do so, cause the same to be done by the Corporation and recover and /or adjust the costs thereof



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

from the Lessee or from the Performance security available with the Lessor without any further reference to the Lessee and without prejudice to any other right the Corporation may have on account of such defaults.

4.20. Declaration to be Submitted by The Lessee

The Lessee shall submit a statement of declarations as per Annexure G in the month of January every year during the entire period of lease agreement. Failure to submit the declarations on the part of the Lessee, shall entitle the MFSCDCL. to take action for breach of terms and conditions of contract.

4.21. Recovery of Dues as Land Revenue

If and whenever any amount due and payable to the Lessor has not been paid by the Lessee, the same shall be deemed to be arrears of land revenue and same may, without prejudice to any other rights and remedies of the Lessor, be recovered from the Lessee as arrears of land revenue under the provisions of The Maharashtra Land Revenue Code, 1966 and any amendments thereof. The unpaid amount shall carry interest at the rate of 18% p.a. from the date of accrual till the date of realization.

4.22. Eviction of Unauthorized Occupants of Land/ Demised Premises

On determination of the lease or sooner termination, if any person, including the lessee/sub lessee/sub lettee/licensee is unauthorized occupants or wrongfully in possession of the demised premises, it shall be lawful for the Lessor to secure eviction of such unauthorized person/occupant.

4.23. Termination of Lease and Power of Attorney:

- A. The Corporation shall be entitled to terminate the lease and re-enter upon the demised premises, without making any compensation or allowance on account of repair, refurbishment, redesigning etc to the built up structure and/or new construction carried out on the demised premises and without making any payment to the Lessee for refund or any amount paid by the Lessee, in case where:
 - a) The Managing Director MFSCDCL is satisfied that it is beyond the capacity of the Lessee to use the demised premises for the purpose for which it was leased.
 - b) The Lessee fails or neglects to pay monthly lease rent or any other amount due and payable by it or the Lessee/ licensee commits a breach of any of the terms and conditions of the agreement.
 - c) The Lessee renounces his character as such by setting a title in a third person or
 - d) The lessee is adjudicated as insolvent
 - e) The Lessee has not maintained the demised premises strictly as per maintenance manual approved by the MFSCDCL. and as per the instructions of the Engineer In Charge/Officer in charge of MFSCDCL.
- B. In case of happening of any of the above events, the Lessor may re- enter upon any part of the demised premises and thereupon the term hereby granted shall absolutely cease and determine and in that case no compensation shall be payable to the Lessee on account of the construction of the food court, in the demised premises or on account of earlier termination of the agreement PROVIDED ALWAYS that the power of re-entry herein before contained shall not be exercised unless and until the Lessor shall have given a notice in writing of 30 days of its intention to enter and of the specific breach or breaches of covenants in respect of which the re-entry is intended, and default shall have been made by the Lessee in mending/remedying such breach or breaches within the time specified for the purpose in such notice, and if no such time is specified, then within a reasonable time after giving of such notice.
- C. Upon the expiry of lease period or the sooner termination of this agreement by a written Notice of 30 days specifying the reasons for termination, the Lessee shall be deemed to have been divested of all rights and privileges under this lease agreement and they shall hand over vacant and peaceful



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

possession of the entire demised premises along with immovable structures, additions, permanent fixtures and permanent facilities as it is to the Lessor and the Lessee shall not claim any compensation for the cost incurred by it towards development, renovation, redesigning and maintenance etc of the demised premises during the lease agreement period. On failure to vacate and handover peaceful possession to Lessor, Lessee shall be liable to pay to the Lessor monthly compensation at the rate of two (2) times to be calculated proportionately till the demised premises are vacated.

4.24. Lessee's responsibility against all Claims, Actions, Losses, etc.

The Lessee shall indemnify and keep indemnified and hold the Lessor harmless from and against all actions, suits, claims, demands, proceedings and against all liabilities, cost, charges, expenses, penalties, losses and damages which may be incurred or suffered by the Lessor directly or indirectly by reason of-

- A. Any breach, default, contravention, non-observance or non-performance by the Lessee/Sub-lessee/Licensee of any terms, conditions, covenants contained in this agreement and on part of the Lessee to be complied with or performed; and any decree or /and order passed in this regard by competent court or authority.
- B. Any loss or damage to the person or property of the Lessor and/or any third party on or about the demised premises howsoever caused or suffered save and except the breach hereof by the Lessor;
- C. Failure of the Lessee to make any payment which may become payable to or be demanded by any Municipal Corporation or any local or concerned authority in respect of the demised premises or any works on or about the demised premises including operation and maintenance of the said premises.
- D. If at any time during the continuance of this agreement, it shall become impossible by reason of strike, lockout, shortage of materials, war, fire, flood or any Government enactment or regulation or such other cause, beyond the control of the Corporation to fulfil the agreement in accordance with the terms thereof, the Lessee shall have no claim whatsoever against the Corporation in respect of any inability or incapacity to fulfil the agreement and shall not be entitled to any rebate.

4.25. Execution and Registration of Lease Agreement:

- A. Immediately after payment of security deposit and lease rent and other charges, if any, the Lessee shall, when called upon to do so, enter into and execute the lease agreement, to be prepared, completed and registered, at the cost of the Lessee in the form annexed (Annexure H) to these Conditions with such modifications as deemed necessary by the Lessor.
- B. Should the Lessee not execute the agreement as per the draft given by the Lessor within 30 days from the date when the Lessee is called upon and get the Agreement registered within a period of 15 days from the date of execution of the agreement, the Corporation may, at its option and without prejudice to its other rights or claims against the Lessee for non-compliance with the above conditions, without any further reference to the Lessee, revoke the acceptance of its offer at the risk and cost of the Lessee. There upon the Corporation shall not be liable to pay any claim or demand for compensation from the Lessee in connection with the lease agreement but the Corporation shall be entitled to forfeit the earnest money and/or the Security Deposit paid by the Lessee without any reference to the Lessee.



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

4.26. Inspection of Site

The Lessee shall be deemed to have inspected and examined the demised premises, its surrounding, local conditions, factors and information available in connection therewith and to have satisfied itself before submitting its offer as to the risks and all other information which may influence its offer.

4.27. Sufficiency of Offer

The Lessee shall be deemed to have satisfied itself as to the correctness and sufficiency of offer, which shall, except insofar as it is otherwise provided in the contract, covers all its rights, obligations, under the contract and all matters and things necessary for proper completion of the project work.

4.28. Lessee's Employees

The Lessee shall provide capable assistants who are efficient and experienced in this kind of work and leading hands as are competent to give proper superintendence of the work on the site in connection with the said work. The Lessee shall follow and abide by all the applicable rules and regulations under the Labour Laws like Minimum Wages Act, 1948, Contractor Labour (Regulations & Abolition) Act, 1970, Maharashtra Contract Labour (Regulation & Abolition) Rules, 1971 etc. and rules and regulations of Security Guards Board, etc. Under no circumstances, the Licensee's employees will be deemed as employee of the Corporation. The Lessee shall alone be responsible for all the liabilities as regards the employees of the Lessee/Sub-lettee/Licensee.

4.29. Safety Security and Protection of Environment:

- A. The Lessee shall throughout the period of agreement make its own arrangements for safeguarding the premises, equipment, material etc on the premises. The Corporation shall not be liable for any expenditure to be incurred in that respect.
- B. The Lessee shall throughout the period of agreement have full regard for safety of all persons entitled to be on the premises, and provide and maintain in an orderly state, necessary safety equipment, appropriate to the avoidance of danger to such persons during the tenure of the agreement.
- C. The Lessee shall provide appropriate garden, landscape area with due care to the environmental sustainability.
- D. The Lessee shall provide and maintain adequate lights, guards, and warning signs etc. when and wherever required.
- E. All the expenditure towards the items specified above shall be exclusively borne by lessee/licensee.

4.30. Provision for Inspection of the Property by the Lessor

The Lessee shall arrange / allow for inspection of the premises, to keep a check on business activities being carried out at the leased premises etc. However, authorized officials at their discretion may visit the premises as and when deemed necessary without any intimation to the Lessee.

4.31. Care of Corporation's Property

- A. The Lessee shall protect and maintain the demised premises and shall not cause any damage to it during the course of Agreement in any manner. The Lessee shall ensure that no encroachment of any nature whatsoever takes place in the demised premises
- B. The lessee shall adequately insure the property including the fixture/structure(s) thereon during the entire period of agreement.
- C. Nothing herein contained shall be construed as demise in law or as creating any right, interest, easement or transfer of any interest in the demised premises or any part thereof or any part of the



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

land in favour of the Lessee/permitted Sub-Lessee or Licensee etc other than the permission hereby granted under and in accordance with the terms contained herein.

4.32. Procedure for Relief

- A. Notwithstanding any other provision in the agreement, if the Lessee intends to claim any relief in the payment made or to be made to the Corporation, it shall give notice of its intention to the Corporation within 15 days of the event giving rise to the claim with facts and figures of collection supported by relevant records. The claim shall be settled based on the claim period and payment for that period.
- B. Upon happening of the event referred to in paragraph above the Lessee shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make.
- C. The claim of the lessee shall be considered only if the lessee has remitted amounts due as per the relevant clauses of the agreement. If there has been any default in remitting any payments, then the claim shall not be considered. The decision of Managing Director in this regard shall be final and binding on the Lessee.

4.33. Set off

Any sum of money due and payable to the Lessee including any sum returnable to the Lessee, under this agreement, may be appropriated by the Corporation and set off against any claim of the Corporation arising out of or under any other tender/ agreement made by the Lessee with the Corporation.

4.34. Termination

- A. If the Lessee is adjudged insolvent or shall have an order of compulsory winding up made against it or subject to the supervision of the court or if the Lessee shall suffer execution to be issued or shall suffer any payment under the agreement to be attached or shall charge or encumber the agreement or any payment due or which may become due to the Corporation hereunder or compound with its creditors or if the Lessee fails to observe and perform any of the obligations covenants or agreement on its part herein contained shall go into liquidation or if the Lessee shall make any default in payment of any amount payable to the Corporation under the agreement for a period of thirty (30) days after the due date for the payment thereof, or if a receiver, administrator, trustee or liquidator is appointed over substantial part of the Lessee's assets or if under any law or regulation relating to reorganization, arrangement, readjustment of debts proceedings are started against the Lessee or the Lessee has repudiated the agreement or has failed to commence the work within the stipulated time or has failed to comply with the instructions issued by the Corporation or has given false or untrue information regarding eligibility to offer/bid as revealed in the offer/bid and in the selection process even if it is over or even earlier, or if the Lessee or any of its partners or directors commits any criminal activity or act of moral turpitude or is detained under any preventive law such as TADA, FERA etc., it shall be lawful for the Corporation, without any notice, to determine the agreement and to take possession of the demised premises and the same shall be dealt with by the Corporation as the owner of the demised premises in any manner as deemed fit without prejudice to the rights of the Corporation to recover all sums then due under the agreement and damage in respect of any breach or default on the part of the Lessee as arrears of land revenue under the provisions of Maharashtra Land Revenue Code, 1966 and as provided herein.
- B. If during the period of the contract remains in force, the Corporation has reason to be dissatisfied with the management and / or performance of the Lessee or his representative, or Licensee the



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

Corporation may by notice in writing call upon the Lessee to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the Lessee fails to do so within a period of thirty (30) days after the receipt of such notice, to remedy such cause/s of dissatisfaction to the satisfaction of the Corporation, then notwithstanding anything contained in the Agreement to the contrary, the Corporation shall be at liberty at any time thereafter to terminate the agreement by giving the Lessee thirty(30) day's notice in writing and the agreement shall on the expiry of the notice period, be cancelled and security deposit or lease premium payment paid, if any, shall stand forfeited.

- C. In the event of premature termination of the agreement by the Lessee, the Corporation shall have the right not only to forfeit the security deposit and lease premium but also claim damages suffered by the Corporation.

4.35. Force Majeure

- A. Neither party to this agreement shall be considered in breach of the provisions in this agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after commencement of the agreement.
- B. However, the Lessee if affected by such force majeure facing obstruction in execution of this agreement shall give notice to MFSCDCL. within a period of 15 days from the event giving rise to the event of Force Majeure as being unforeseen till its impact.
- C. Upon receipt of such notice of the Event of Force Majeure, MFSCDCL. may consider an extension of the time for operation if the process undertaken has stopped, or may consider concession for the period of interruption caused by the Event of Force Majeure

4.36. Corporation's Covenant

The Corporation covenants with the Lessee that the Lessee observing and performing all the terms and conditions of this agreement and paying all dues shall be entitled to use the demised premises and enjoy the right granted under this agreement without any obstruction or hindrance.

4.37. Foreclosure of Agreement in Full or Part

If at any time the corporation decides to withdraw the lease of the demised premises for any reason whatsoever and/or does not require the said plot to be used for Food Court, the Corporation shall be at liberty to terminate or suspend the contract even before the expiry of the contract period by giving 30 days' notice. This decision shall be binding on the Lessee. In the event of foreclosure/ suspension of the contract, the Lessee shall not be entitled to claim any compensation due to such foreclosure/suspension of the contract.

4.38. Dispute Resolution

In case of any dispute or difference of opinion arising between the Officer-in-Charge and the Lessee, the Lessee shall refer the matter to the Managing Director of MFSCDCL. through the Officer immediately superior to the Officer-In-charge with an advance copy to the Managing Director. The decision of the Managing Director shall be final and binding on the Lessee. The Lessee shall be given reasonable opportunity to represent his case before the Managing Director.

4.39. Stamp Duty

All cost, charges and expenses of and incidental to drawing, engrossing and completing the agreement in duplicate including stamp duty and registration charges shall be borne and paid by the Lessee. The original agreement shall be with the Lessor and duplicate copy shall be with the Lessee. The registration of the



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

agreement and payment of appropriate Stamp duty/Registration fees and other incidental expenses shall be the sole responsibility of the Lessee.

4.40. Other Conditions

- A. The Lessee shall not place chairs, benches or any other furniture outside the premises allowed for their use and occupation for running the food court facility. They shall not make any sitting accommodation outside the allotted premises so as to cause any obstruction to the staff, other workers and visitors of the corporation. The licensees will allow to take shooting activities without any hinders. The canteen shall also be used for shooting purpose if required by the Corporation. All income out of any shooting activity will be income of MFSCDCL. Rate, ratio decision rights are of Corporation.
- B. The licensees shall keep the food court facility open during such hours when shootings of films and all other allied works are in progress.
- C. The licensees may be allowed to keep persons in the food court during night time whose names shall be furnished in advance by the licensees to the officers of the Corporation.
- D. The licensees shall serve the food and eatables and drinks etc. at the said food court without any distinction and reservation of caste and creed.
- E. The Corporation shall not be a party to the recovery of payment of any bills or dues from any of the licensee customers.
- F. The licensees shall forthwith at their own cost and expense comply with the requisition, orders and /or notices issued by the Managing Director, MFSCDCL., the health Officer of the Mumbai Corporation or any other public body pertaining to any matters in connection with the business of running the food court.
- G. In case of failure to comply with any of the above obligations, the agreement shall be terminated forthwith by giving 1 Month notice at the risk and cost of the Licensee and the Security deposit shall also be forfeited.

4.41. Corrupt or Fraudulent Practices

The MFSCDC Ltd requires that the bidder under this bid document, observe the highest standards of ethics during the execution of this contract.

4.42. Interpretation of The Clauses in The Bid Document / Contract Document

In case of any ambiguity, in the interpretation of any of the clauses in bid document or contract document, the MFSCDC Ltd 's interpretation of the clauses shall be final and binding on all parties.



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

5. ANNEXURES

Annexure A: Technical Bid Cover Letter

To,

Deputy Engineer (Engineering),
MFSCDCL, Dadasaheb
Phalke Chitrnagari,
Goregaon East - 400065

Sir,

I/We_____ (duly authorised representative of Company/Organization/Firm) enclose herewith Technical Proposal to be considered for the above work. I/We undertake and hereby certify that all the particulars submitted as a part of the Technical Proposal and the documents enclosed therein are true and correct to the best of my/our knowledge and belief. I/We fully understand that if any of the details are found incorrect/untrue, the offer shall be summarily rejected.

I/We have thoroughly read and understood the Instructions to Offerers/Bidders and the Terms and Conditions of agreement given in the Offer Document, which in token of acceptance thereof, have been signed by me/us and I/We hereby agree to duly abide by them. I/We have studied the site conditions, site constraints and have made my/our own assessment of potential at the location specified by you.

As required by the Terms of Conditions of Offer, I/We submit the earnest money of INR 3,00,000/- online. Furnished the following details of Earnest Money Deposit:

Signature of Authorised Signatory (with official seal) & Date

Name :
Designation :
Address :
Telephone :
Fax :
E-mail address :



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

Annexure B: Format for “Request for Clarification”

All queries for the pre-bid meeting needs to be submitted in the following format (both soft copy to submitted in excel format and hard copy) as mentioned in “Key Events and Dates” clause

MFSCDC Ltd.		
Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.	Bidders request for clarification	
Name of Organization submitting the request.		
Name and Designation of person submitting the request.		
Full address of the Organization including Phone/Fax & e-mail point of contact.		
Bidding document reference (s) (page no. & section no.)	Content of tender document requiring clarification	Points of clarification required

Place:

Signature:

Date:

Company Seal:



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

Annexure C: Format for Declaration by the bidder for not being Blacklisted /Debarred

(To be submitted on the Letterhead of the bidder's company)

Date: DD/MM/YYYY

To,

Deputy Engineer (Engineering),
MFSCDCL, Dadasaheb
Phalke Chitnagari,
Goregaon East - 400065

Subject: Declaration for not being debarred / black-listed by Central / any State Government department / any Public Sector Undertaking in India as on the date of submission of the bid

Tender Reference No:

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company

_____ is not debarred /blacklisted by the Government of Maharashtra/ Any other state government/ Government of India which includes any Government Department, Public Sector Undertakings of the Government, Statutory Boards formed by the Government, Local Bodies in the State, Co-operative Institutions in the State, Universities and Societies formed by the Government for any reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, MFSCDC Ltd , Government of Maharashtra reserves the right to reject the Bid or terminate the Contract without any compensation to the Company and forfeiture of Earnest Money Deposit and/or Security Deposit

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone &Fax: E-mail address:

Seal of the Organization:



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

Annexure D: Format for Project Citation (Technical Qualification)

(To be submitted on the Letterhead of the responding company)

List of Hotels / Restaurant / Canteen

Sr. No.	Details of Hotel/ Restaurant / Canteen including City / Location	Website Link (if any)	Grade of the Hotel/ Restaurant/Canteen (as per Ministry of Tourism, GoI, if regd.)	Period of operation (From-to)	Total lease rent/ license fee/contract amount /turn over (in INR.)	Names of the client	Reference Name and Cell no.

Signature of Authorised Signatory (with official seal) & Date

Name :
Designation :
Address :
Telephone :
Fax :
E-mail address :

Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the technical- qualification criteria (Work Order/ Agreement etc. To be attached).



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

Annexure E: Financial Proposal

(To be submitted on the Letterhead of the bidder's company)

Sir/Madam,

1. I/We _____ (duly authorised representative of Company/Organization/Firm) enclose herewith Financial Proposal to be considered for the above work.
2. Pursuant to the Notice Inviting Offers for the above work issued on behalf of the Maharashtra Film Stage & Cultural Development Corporation Ltd. (MFSCDC), Mumbai, I/We hereby submit my/our offer for leasing of area for food court, in MFSCDC campus, Goregaon East, Mumbai 400065.
3. I/We offer the offer amount as indicated in the "Form of Offer" annexed herewith.
4. I/We agree to keep my/our offer open for acceptance by the Corporation upto One Hundred and Twenty (120) days from the date of submitting of the financial offer and agree not to revoke my/our offer/bid any time during such period. I/We shall be bound by the communication of Acceptance of Offer, dispatched by the Corporation within the validity period.
5. In the event of my/our offer being accepted by the Corporation, I/We agree to duly furnish the security deposit to the Corporation within the period prescribed in the Offer Document and execute the agreement as and when called upon to do so.

Thanking you,

Yours faithfully,

Signature of Authorised Signatory (with official seal) & Date

Name :
Designation :
Address :
Telephone :
Fax :
E-mail address :



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

Annexure F: Financial Format

SCHEDULE OF SUMMARY PRICE

Operation of Food Court facility near studio no. 5 in Film city Premise on leave and license basis

Sr.no.	Item	Rupees in figures (Exclusive of GST)	Rupees in words (Exclusive of GST)
1	Lumpsum Monthly lease rent/ compensation for space having approximate area food court in front of studio no.5 a) Ground floor Structure 2000 sq. ft. including, 116 sq. ft. and mid landing floor, store room b) First floor 2020 sq. ft. c) Open space at ground floor 366sq. ft.		

Signature of Authorised Signatory (with official seal) & Date

Name :
Designation :
Address :
Telephone :
Fax :
E-mail address :



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

Annexure G: Financial Declaration of Bidder

(To be submitted on Letterhead of Statutory Auditor of respective Bidders)

We,, certify that we have verified the relevant financial statements and other records of (Name of Company), having its Indian registered office at..... The financials for the past three years have been summarized below:

1. Financial Declaration of Bidder

Description	Financial Year		
	2020-2021	2022-2022	2022-2023
(All Currency in INR and Crores)	A	B	C
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			
Average Annual Turnover			

The Average Annual Turnover for (Name of the Company) is INR <Insert Value> (Rupees <Insert Value in Words> and the(Name of the Company) has Positive Net Worth during the last 3 (three) Financial Years. (F.Y20-21,21-22,22-23)

It is further certified that based on our review of financial statements together with the book of accounts, records and documents for the aforesaid financial years, the above-mentioned figures are true and correct to the best of our knowledge and as per information and explanations provided to our satisfaction by the(Name of the Company).



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

Signature of Authorised Signatory (with official seal) & Date

Name :
Designation :
Address :
Telephone :
Fax :
E-mail address :

Notes:

- Numbers available in currency other than Indian Currency have been converted using the Reserve Bank of India exchange rate prevailing on the last day of respective financial year.)
- The Financial Declaration submitted with the Bid must be certified and signed by a competent and qualified Chartered Accountant/ Statutory Auditor and should be on the Firms' letterhead; affixed with the Firm's seal.
- Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years (FY 20-21,21-22,22-23) shall submitted as supporting evidence.



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

Annexure H: Format to share Bidder's and Bidding Firms Particulars

The bidder should provide details of the projects executed in following format:

#	Particulars	Bidder
1	Name of the Organization	
2	Type of Organization	
3	Country of Registered Office	
4	Address of Registered Office with Telephone Nos., Fax, E-mail and website	
5	Address of Office in Maharashtra (Mumbai) with Telephone Nos., Fax, E-mail and website	
6	Company Registration Details	
7	Date of Incorporation (with document evidence for Certificate of Incorporation)	
8	Food Licenses details	
9	GST Registration Number (with document evidence)	
10	PAN No (with documental evidence)	
11	Turn over for last three years (Audited Annual Accounts and Annual Reports of three accounting years to be submitted)	
12	No. of years of Operation in India	

Signature of Authorised Signatory (with official seal) & Date

Name :
Designation :
Address :
Telephone :
Fax :
E-mail address :



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

Annexure I: Technical Bid Checklist

Bidders to submit Checklist as per below format

TQ	Technical Qualification Criteria	Documents	Pg. No.	Document Submitted (Y/N)
TQ 1	<p>The bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956</p> <p>OR</p> <p>A Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 is eligible to participate in the bidding process.</p> <p>OR</p> <p>A Public Trust registered under Public Trust Act, 1950 or registered under Society Registration Act, is eligible to participate in the bidding process.</p> <p>OR</p> <p>A Co-operative Society registered under Maharashtra Cooperative Act, 1960 is eligible to participate in the bidding process.</p> <p>OR</p> <p>A Sole Proprietorship with valid Certificate/License issued by Municipal authorities under Shop and Establishment Act in India is eligible to participate in the bidding process.</p> <p>A Micro, Small & Medium Enterprises (MSEs) registered with</p> <p>(a) District Industries Centers;</p>	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies. • Copy of Partnership deed and Copy of Registers of Firm Certificate or Copy of Certificate of LLP registration • Registration Certificates for Public trust • Registration Certificate for Co-operative Society • Copy of the list of properly constituted management or governing body of the Organization Memorandum of Association (MOA) and Articles of Association (AOA) • Copy of valid Certificate/License issued by Municipal authorities under Shop and Establishment Act in India • MSME/NSIC/SSI/DIC equivalent certificates, List of machinery, production capacity and other related documents of the manufacturer • Copy of PAN Card • Copy of GST Registration of the Bidder. 	•	•



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

TQ	Technical Qualification Criteria	Documents	Pg. No.	Document Submitted (Y/N)
	<p>or</p> <p>(b) Khadi and Village Industries Commission; or</p> <p>(c) Khadi and Village Industries Board;</p> <p>(d) Coir Board; or</p> <p>(e) National Small Industries Corporation; or</p> <p>(f) Directorate of Handicraft and Handloom; or</p> <p>(g) Udyam Registration issued by Ministry of MSE; or</p> <p>(h) Any other body specified by the Ministry of MSME.</p> <p>and vendors registered with NSIC under a single point vendor registration scheme in India since last 3 years as on the date of bid submission.</p>			
TQ 2	The Bidder shall have an annual Turnover of INR 70 lakhs over last three financial years (FY 20-21, FY 21-22, FY 22-23).	<ul style="list-style-type: none"> • Certificate from the Statutory Auditor / Chartered Accountant clearly stating the Turnover (Annexure G) • Bidder has to submit copies of audited Balance Sheets for last 3 Years (i.e. FY20-21, FY 21-22, FY 22-23). 		
TQ 3	The Bidder should have positive net worth for last three financial years (FY 20-21, FY 21-22, FY 22-23).	<ul style="list-style-type: none"> • Certificate from the Statutory Auditor / Chartered Accountant clearly stating the positive net worth. (Annexure G) 		
TQ 4	The Bidder shall have experience of operating and maintaining a restaurant/eatery for minimum 5 years as on the date of bid submission	<ul style="list-style-type: none"> • Copy of Work order / LoA / Contract Agreement (Annexure D) 		
TQ 5	The Bidder shall have more than three years' experience in State Government/Central	<ul style="list-style-type: none"> • Experience Certificate / Work order for catering service shall 		



Selection of Agency for Operation of Food Court facility near Studio no. 5 in Filmcity Premise on leave and license basis.

TQ	Technical Qualification Criteria	Documents	Pg. No.	Document Submitted (Y/N)
	Government/PSU for providing catering service as on the date of bid submission.	be submitted along the bid		
TQ 6	The Bidder should have central kitchen at Mumbai in the vicinity of 10 kms. range.	Copy of Agreement and facilities details shall be submitted along the bid		
TQ 7	The Bidder should have a valid license under FSSAI Act 2006 or a valid license from Department of Food & Drug Administration, Maharashtra	Copy of License / Certificate		
TQ 8	The Bidder should not be blacklisted for unsatisfactory past performance, corrupt & fraudulent practices or any other unethical conduct by any Central/State Public Sector Undertakings/Semi-Govt. undertaking/ Corporation/ ULBs/ Public Sector Banks or autonomous government organizations as on date of bid submission.	A self-certified letter signed by the Authorized Signatory of the Bidder (as per Annexure C)		

***** End of Document *****