



MAHARASHTRA FILM STAGE & CULTURAL  
DEVELOPMENT CORPORATION LTD.  
(A GOVT. OF MAHARASHTRA UNDERTAKING)

**BID DOCUMENT**

**Name of work**

**: Operation of Food Court facility near studio  
no. 5 in Filmcity premise on leave and  
license basis**

## INDEX

**Name of Work: Operation of Food Court facility near studio no. 5 in Filmcity  
premise on leave and license basis.**

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**MAHARASHTRA FILM, STAGE & CULTURAL DEVELOPMENT CORP. LTD.**

DADASAHEB PHALKE CHITRANAGARI, GOREGOAN (EAST), MUMBAI - 400 065

<b>Brief Tender Notice</b>			
<b>E-TENDER NOTICE NO : 07 of 2023-24</b>			
Name of Work		Time period for this contract of work	Having experience in similar type of works
	Amount of EMD	Validity for offer	
<b>Operation of Food Court facility near studio no. 5 in Filmcity premise on leave and license basis</b>			
	<b>Rs. 3,00,000/-</b>	120 days	
1	To view - Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of Government of Maharashtra <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> from 29.09.2023 to 13.10.2023 upto 5.30pm.		
	Note: In order to purchase the Online Tender Documents, it is mandatory for contractors to complete the Online Register Process for the e-Tendering website. For guidelines, kindly refer to Bidders Manual Kit documents provided on the website.		
2	The Earnest Money Deposit Rs. 3,00,000/- will be Paid by Online Net Banking Mode Only at the Time of Bid Submission.		
3	The non-refundable tender document fee per tender of Rs.560/- (Rs. 500+ Rs.60GST) including GST will be Paid by Online Net Banking Mode Only at the Time of Bid Submission.		
4	Bidders Manual Kit (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them to use e-Tendering website <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>		
5	Schedule of Tender is given below: Online Tender Publish Publish At 29.09.2023 : 11.00 hrs. Online Sale of Tender Documents and Bid submission From: 29.09.2023, 11.00 hrs.: 13.10.2023, 17.30hrs. Online Technical Bid Opening: on 16.10.2023: 15.00 hrs.		
6	Pre bid meeting will be held on 06.10.2023 at 12.00pm. at office of Hon'ble Managing Director MFSCDCL Dadasaheb Phalke Chitranagari, Goregaon east Mumbai 65.		
7	Right to reject any or all tenders without assigning any reason is reserved by the authority.		
8	If any assistance is required regarding e-Tendering (registration / upload / download) please contact Gom e-Tendering <b>The 24 x 7 Toll Free Telephonic Help Desk Number 1800-3070-2232.</b> <b>Mobile: +91-7878107985 , +91-7878107986 ,+ 91-7878007972 and +91-7878007973</b> <b>Email :<a href="mailto:eproc.support@maharashtra.gov.in">eproc.support@maharashtra.gov.in</a></b>		
9	For any tender related query, please contact Film City on number <b>022-28497524/518</b>		

Sd/-  
Managing Director  
MFS & CDC Ltd.

## **2.0 DETAILED TENDER NOTICE**

### **Name of Work: Operation of Food Court facility near studio no. 5 in Filmcity premise on leave and license basis.**

MFS & CDC Ltd. Invited Online Tenders in Lumpsum rate for development & Operation of Food Court facility in Filmcity for period of 5 years on lease basis.

The project is to develop, maintain and operate the Food court facility on following locations using bidders own resources;

On space having approximate area food court in front of studio no.5

1. Ground floor Structure 2000 sq. ft. including, 116 sq. ft. and mid landing floor, storeroom
2. First floor 2020 sq. ft.
3. Open space at ground floor 366 sq. ft.

#### **1. Tender Form Fees:**

Blank Offer document at the cost of Rs. 560/- including GST can only be downloaded from the website by online net banking mode only from 29.09.2023 to 13.10.2023 up to 17.30 hrs on all working days.

#### **2. EMD:**

2.1 The Earnest Money Deposit amount **Rs. 3,00,000/-** is to be deposited electronically through payment gateway facility.

2.2 Earnest Money in the form of cheque or any other form except above shall not be accepted. This amount will be refunded to the unsuccessful tenderers, on deciding about the acceptance or otherwise, of the tender. In case of successful tenderer, it will be refunded on his paying Security Deposit.

2.3 The security deposit shall have to deposit amount equivalent to six month's consideration offered by the tenderer. The successful tenderers shall be required to pay Security Deposit in form of Demand Draft within 10 days from the date of letter of intimating acceptance of the Tender, failing which his/their Earnest Money shall be forfeited to the Corporation.

#### **3. 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.

#### **4. PRE-TENDER CONFERENCE: -**

Pre-tender conference open to all prospective tenderers who have downloaded tender form before the date of Pre-tender Conference, will be held at MUMBAI on 06.10.2023 at **12.00Hrs.** in the office of the Hon'ble Managing Director Maharashtra Film, Stage and Cultural Development

Corporation Ltd., Dadasaheb Phalke Chitranagari, Goregaon (East),  
Mumbai - 400 065.

All the Contractors or their representatives with valid authorization are requested to confirm their participation by sending an e-mail to [decivilmfsdc@gmail.com](mailto:decivilmfsdc@gmail.com) on or before 05.11.2023 upto 12.00 hrs.

All queries from bidder relating to this bid document must be submitted via email one day prior to pre-bid meeting day. The queries should necessarily be submitted in the following format:

Sr. no.	Company name	Bid Document Reference (Page No.)	Bid Document Reference (section number)	Bid Document Reference (section name)	Content of the Bid Document requiring clarification (Original Clause)	Clarification Sought /Query
1						
2						
3						

5. **Tender Schedule:**

Seq. No.	Stage	Start		End	
		Date	Time	Date	Time
1.	Tender Release	29.09.2023	11.00	13.10.2023	17.30
2.	Document Download	29.09.2023	10.00	13.10.2023	17.30
3.	Bid Submission	29.09.2023	10.00	13.10.2023	17.30
4.	Technical Bid Opening	16.10.2023	15.00	16.10.2023	17.30

6. The bidders should attend the office with original papers submitted by them in the Tender documents when said. Original papers submitted by the bidders in the Tender documents in the manner specified in the “Additional Instructions for the Guidance of Tenderers” will be verified in the office of the Maharashtra Film, Stage and Cultural Development Corporation Limited, Goregaon, Mumbai 400 and those bidders who are complying the tender conditions their price bid will be opened after the approval of tender scrutiny committee, if possible in the presence of the tenderers or their authorized representatives who choose to remain present.

7. **Tender Acceptance:**

Acceptance of the tender shall rest with The Managing Director, Maharashtra Film, Stage and Cultural Development Corporation Limited, Goregaon, Mumbai 400 065. Who reserves the right to reject any or all tenders without assigning any reasons thereof.

**8. VALIDITY:**

The validity of the tender shall be 120 days (one Hundred Twenty days) from the date of receipt of tender documents and thereafter, until it is withdrawn by notice in writing duly addressed to the authority opening the tender. Such withdrawal of offer shall be effective from the date of receipt of notice by the Deputy Engineer Civil, Maharashtra Film, Stage and Cultural Development Corporation Limited, Goregaon, Mumbai 400 065.

**9. INSTRUCTIONS TO BIDDERS**

**GENERAL INSTRUCTIONS:**

To view Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of Government of Maharashtra(GoM):<https://mahatenders.gov.in>

The Contractors participating first time for e-Tenders on GoM e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrollment of new bidders has been provided on <https://mahatenders.gov.in>

All bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having 1 certificate inside it, for Signing/Verification purpose. The tender should be prepared & submitted online using individual's Digital e-Token.

e-Tendering Manual Kit for Bidders (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them through different stages involved during e-Tendering such as online procedure for Tender Document Purchase, Bid Preparation,

If any assistance is required regarding e-Tendering (registration / upload / download) please contact Gom e-Tendering The 24 x 7 Toll Free Telephonic Help Desk Number 1800-3070-2232. Mobile: +91-7878107985, +91-7878107986, + 91-7878007972 and +91-7878007973 BidSubmission.

Email: [proc.support@maharashtra.gov.in](mailto:proc.support@maharashtra.gov.in)

## **PURCHASE AND DOWNLOADING OF TENDER FORM:**

### **Online Bid Preparation:**

The tender document is uploaded/released on Government of Maharashtra, (GOM) e-tendering website <https://mahatenders.gov.in> Tender document and supporting documents may be purchased and downloaded from following link of <https://mahatenders.gov.in> on e- Tendering website of

Government of Maharashtra, <https://mahatenders.gov.in> through payment gateway facility online. Subsequently, bid has to be submitted online only as per the schedule.

The Tender form will be available online only. Tender forms will not be sold / issued manually from Maharashtra Film, Stage & Cultural Development Corporation Ltd., Dadasaheb Phalke Chitranagari, Goregaon (East), Mumbai - 400 065. Filmcity office.

Only those Tender offers shall be accepted for evaluation for which non-refundable Tender Fee of Rs.560/- including GST (INR Five Hundred Sixty Only), through online net banking mode facility.

The bidders are required to download the tender document within the prescribed date and time mentioned in online tender schedule. After expiry of the date and time for tender document download, Corporation will not be responsible for any such failure on account of bidders for not downloading the document within the schedule even though they have paid the cost of the tender to the Corporation. In such case the cost of the tender paid by the bidders will not be refunded.

### **Online Bid Submission**

During this stage, bidders who have successfully completed their Bid Preparation stage are required to transfer the data, already uploaded by them during Bid Preparation stage, from their custody to department's custody. During this stage, bidders won't have any capability to make any kind of changes or editing into technical as well as commercial data.

### **EARNEST MONEY DEPOSIT (EMD)**

As per given in NOTICE DETAILS of the tender on working days. Offers made without Earnest Money Deposit shall be rejected.

If for any reason, any interested bidder fails to complete any of online stages during the complete tender cycle, department shall not be responsible for that and any grievance regarding that shall not be entertained.

### **OPENING OF TENDERS:**

On the date, specified in the Tender Schedule, following procedure will be adopted for opening of the Tender.

#### **A) ENVELOPE NO. 1: - (Documents)**

First of all Technical Bid of the tender will be opened online to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the Department, a note will be recorded accordingly by the tender opening authority and the said tenderer's



Price bid will not be considered for further action and the same will be recorded.

The decision of the tender opening authority in this regard will be final and binding on the contractors.

**B) ENVELOPE NO. 2 :- (Financial Bid)**

This envelope shall be opened after online opening of **Technical Bid**, only if contents of **Technical Bid** are found to be acceptable to the Department, the tendered quote shall then be read out in the presence of bidders who remain present at the time of opening of Price Bid. Bidders are requested to quote per month lumpsum rates in the format as shown in Annexure F including applicable taxes and upload it in pdf Format and the same figure also submit in the excel format available on the E-Tendering Website. **The same rate will be increased 5% every year.**

### **3.0 Check List**

1.	Whether the Bidder/Offerer has completed the Letter of Transmittal as per format given in (ANNEXURE A) the OfferDocument.	YES/ NO
2.	Whether the requisite Earnest Money Deposit (EMD) from theBidder/Offerer has been paid online.	YES/ NO
3	Bidder interested in the bid shall have to be registered with propergovernment authority.	YES/ NO
4.	Whether the following details have been furnished:	
	i) Experience details of similar work by the Bidder / Offerer as per format given in the offer document together with certificates of completion with total value and experience certificates.	YES/ NO
	ii) Financial Information of the Bidder/Offerer Organization and of all partners in a bid, if any, as per format given in Offer Document including Proprietor's Profile, Partnership Deed in case of Partnership and MOA/AOA in case of Corporate entity with Certified copies of Profit & Loss Account, Balance Sheet, Audit Report, Xerox copy of pan card, last three years income tax return, registration under GST etc.	YES/ NO
	iii) Power of Attorney of the person signing the Offer and attested signature by the Banker of the Signatory, in case of signing as Proprietor/Partner or Director of the firm/company. The written communication in form of letter signed by himself, by all Partners or a Board Resolution, as the case may be, to authorized Bidder/Offerer on behalf of the firm/Company with his/her signature.	YES/ NO
	iv) Has it been ensured that there are no over writings in the offer? Have corrections been properly attested by the persons(s) signing the Offer/Bid.	YES/ NO
5.	Are all the pages of the Offer submitted consecutively numbered, signed and stamped by the person(s) signing the Offer/Bid.	YES/ NO
6.	Bidder /Offerer have quoted its offer strictly as per the form of financial offer given in the Offer Document along with the requireddetails.	YES/ NO
7	The bidders are requested to mandatorily submit the registration certificate of MSME if they are MSME registered supplier, in case if not provided, a declaration for the same stating the reason andcriteria as per MSME act is required.	YES/ NO

Bidders/Offerers are requested to duly fill-in this Check List. This check list contains certain important parameters only, so as to facilitate the Bidder/Offerer to make sure that the necessary data/information is provided with. This, however, does not relieve the Bidder/Offerer of its responsibility to make sure that its Offer/Bid is otherwise complete in all respect.

Bidders/Offerers are requested to tick mark the relevant option.

(Signature of Bidder/Offerer)

## **4.0 INSTRUCTIONS TO BIDDERS/OFFERES**

### **A. Introduction:**

Mumbai is home to the Indian film industry. More than 60% of films are produced in Mumbai and Filmcity produces above 70% of films to that of produced in Mumbai. Mumbai is next to Hollywood in production of films in the world.

The Govt. of Maharashtra established Maharashtra Film, Stage and Cultural Development Corporation Ltd. Filmcity, also known as Dadasaheb Phalke Chitranagari in the year September 1977. The main objective of Filmcity is to promote, accelerate cultural activities in the field of cinema, dramatics, music, dance, folk arts, etc.

Filmcity is located North of Mumbai at Goregaon (East) at a distance about just 5km from Goregaon railway station and 3km from western express. It has best accessibility and proximity to all the areas in the city and there is no nuisance of public traffic. It has Aarey Milk colony at its south- East, high peak at north full of forest, Indira Gandhi Institute of Social Research at its north west.

It has most scenic sites and several spots properly developed as shooting locations. It has several perceptual assets as promontory points, water features, wood lands, plateaus, streams. The site has plane areas, slopes, number of high points. The existing open spaces surrounded by woodlands and hills in the north and city view on south and west, gives a unique natural picturesque look to the whole site. These all features ensure compatibility with natural environment and existing manmadedevelopments on site.

The Filmcity has good existing facilities such as 15 no. Studios and more than 50 outdoor locations, makeup rooms, temple, garden, court, bungalows etc. for shooting purpose. It has various infrastructural facilities, road network connection to various developed shooting grounds, water supply, etc. 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 different locations 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.

Date & time of opening of financial bids would be communicated to the bidders accordingly.

Decision of the Managing Director, MFSCDCL in all regards shall be final.

**B. Scope of Work:**

Filmcity has proposed 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.

1. Filmcity requires catering facilities ranging from good quality thali at affordable pricing to a variety of Continental, Chinese and Indian food and snacks.
2. The locations available for development of food court facility are:
  - a) **FOOD COURT LOCATION NEAR STUDIO NO. 5:** space having approximate plot area
    - i. Ground floor Structure 2000 sq. ft. including, 116 sq. ft. and mid landing floor, storeroom,
    - ii. 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.

**C. Submission of Offers:**

1. The Offers shall be submitted online on <https://mahatenders.gov.in> (Refer to Annexure to Tender Notice - Guidelines for participating in e-tendering).
2. The date and time of receipt of offers shall strictly apply in all cases.
3. The person or persons signing the offer shall state in what capacity, he/she is or they are signing the offer viz., as a sole proprietor of firm or as a Secretary/ Manager/ Director etc. of a limited company. In the case of partnership firm, the names of all the partners shall be disclosed and the Offer shall be signed by all the partners or in the event of absence of signature of any partner, it shall be signed on his behalf by a person holding a Power of Attorney authorizing him to do so and an attested copy of the Partnership Deed/Power of Attorney shall be furnished along with the Offer. In the case of a limited company, the names of all the Directors shall be mentioned and the Offer shall be accompanied by a certificate, certifying that the person signing the Offer is empowered by a resolution of the Board of Directors to do so on behalf of the Board/Company and certified copy of Resolution along with a copy of Memorandum and Articles of Association of the Company shall be furnished.
4. All the pages of the Offer Document must be signed/ initialed by the person signing the Offer. The signatures of the persons shall be attested by the Banker of the Offerer/Bidder for its authenticity.
5. **Place of Submission:** The Offers shall be submitted online. Online using the E-tender system i.e. <https://mahatenders.gov.in> ( Refer Annexure to Tender Notice - Guidelines for participating in e-tendering).
6. **Site Visit:** It will be imperative on each Bidder/Offerer to fully get informed himself/itself by visiting and examining the site of all local conditions and factors like construction, obtaining necessary permissions/approvals/licenses from the competent authority, which may have any effect on the operation and maintenance of food court. It must be understood and agreed that all the factors have properly been investigated and considered by the Bidders/Offerers while submitting the proposals. No claim for financial adjustment to the contract awarded will be entertained by MFSCDC Ltd. Neither any change in the time schedule of the contract nor any financial adjustment arising therefrom shall be permitted by MFSCDCL, which are based on lack of such clear information or its effect on the cost of the work to the bidder/offerer.
7. **Pre - Bid Meeting:** A Pre-Bid meeting will be held at the date, time and address stated in the Offer Document, where the prospective Bidders/ Offerers who have purchased the Offer Document will have

an opportunity to seek clarification as regards the scope of work, terms and conditions of the Offer Document etc., from the MFS & CDC Ltd. The clarification to be sought shall be submitted in writing well before the date of Pre-Bid Meeting. The clarifications, if any, will be given to the prospective Bidders/ Offerers in writing only.

**8. Modification and Withdrawal:** If after submission of the Bid/Offer the Bidder/ Offerer withdraws its Offer or unilaterally modifies the same during its validity, without prejudice to any other rights and powers of the MFSCDCL hereunder or in law, the full amount of the Earnest Money deposited by the Bidder/ Offerer shall stand forfeited.

**9. Eligibility & Qualification of Bidder/Offerer:** To be eligible for award of contract, the Bidder/ Offerer shall provide satisfactory evidence to MFS & CDC Ltd. of its eligibility, qualification, capability and adequacy of resources to carry out the work effectively. For the purpose of this work, the Bidder/ Offerer shall possess the following General and Technical Qualification/Eligibility Criteria. The Financial offers of only those Bidders/ Offerers, who meet the said criteria, will be considered.

**9.1 General Eligibility Criteria:**

**9.1.1** A person who is major and who is competent to contract is eligible to participate in the bidding process.

**9.1.2** A company incorporated under the Companies Act, 1956 or 2013, including a LLP, is eligible to participate in the bidding process.

**9.1.3** A partnership firm registered under Indian Partnership Act, 1932 is eligible to participate in the bidding process. Offer shall be signed by all Partners and enclosed with true certified copies of Deed of Partnership and Certificate of Registration.

**9.1.4** A Public Trust registered under Public Trust Act, 1950 or registered under Society Registration Act, is eligible to participate in the bidding process.

**9.1.5** A Co-operative Society registered under Maharashtra Cooperative Act, 1960 is eligible to participate in the bidding process.

**9.1.6** Any person or a party who is minor or who has been adjudged insolvent or who has been convicted in a Court of Law for an offence under Indian Penal Code or offence involving moral turpitude or other criminal activities or detained under any preventive Law of India for the time being in force or having poor/unsatisfactory track record of performance in MFSCDCL or who has been blacklisted by the Government or any Corporation is not eligible to submit any Bid/Offer. Bid/Offer/s submitted by such person/ party shall be treated as invalid and shall not be opened at all.

**9.2 Technical Eligibility Criteria:**

**9.2.1** The Bidder/Offerer/shall have experience of operating and maintaining a restaurant/eatery for minimum 5 years. It is to be provided in the format mentioned as ANNEXURE D.

**9.2.2** Satisfactory evidence in this respect shall be submitted along with Bid/Offer.

**9.3 Financial Eligibility Criteria:**

The Bidder/ Offerer shall have an annual Turnover of Rs 70 lakhs over last three financial years either as a single entity.

The minimum Net Worth of the Bidder/Offerer shall be positive in the current financial year.

**9.3.1** 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 payment/dues payable by the bidder to MFSCDCL 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 MFSCDCL, 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.

**10. Technical Proposal:** For the purpose of this Offer, all Offers/Bids submitted shall include following information under 'Technical Proposal' as per the formats given ANEXURES with documentary evidence wherever necessary:

**10.1** Letter of Transmittal for submitting the Technical Proposal as per format given in Annexure-A. The online Receipt for the Earnest Money Deposit (EMD) shall be attached to this Annexure.

**10.2** Details of Firm/Organization and Organizational set up including offices as per format given in Annexure-B.

**10.3** Financial Information of the Organization as per format given in Annexure-C. Certified copies of Balance Sheets, Profit & Loss Accounts, Tax Audit reports etc., shall be submitted.

**10.4** The original Offer Document along with Corrigendum and/or Addendum shall be duly signed /initialed on all pages and stamped and enclosed in the envelope of Technical Proposal.

In case the documents are misplaced or wrongly placed in the envelopes or the envelopes are mixed up in the bid/offer being submitted by the Bidder/ offerer, then such bids/offers will be rejected forthwith.



11. **Contents of the offer Document:** The standard terms and conditions of the contract are contained in this Offer Document. All the Bidders/Offerers shall be deemed to have read and understood all the terms and conditions provided in this Offer Document before submitting their Offers/Bids. Pursuant to clause 22 the Bids/Offers which are not substantially responsive to the requirement stated in this Offer Document shall be rejected. The Terms and Conditions and formats for submission are enclosed in this Document, to help the Bidders/offers in submission of bids/offers.
12. **Non-Transferable Offer:** The Offer Document is not transferable. Only the entity who has purchased this Offer Document shall be entitled to use it.
13. **Cost of Offer:** The Bidder/Offerer shall alone bear all costs associated with preparation and submission of its offer including site visits.
14. **Period of Contract:** The period of contract shall be 5 years from the date of work order. The time required for development of the foodcourt shall be inclusive of the lease period of 5 years. Rent will be charged one month after award of work order which will be commercial date of operation.
15. **Language of bids:** All information in the bid/offer shall be in English. Failure to comply with this shall disqualify a bid/offer.
16. **Financial Proposal:** Offers submitted shall include following information under Financial Proposal as per the formats given in with documentary evidence wherever necessary:
  - 16.1 Letter of Transmittal for submitting the Financial Proposal as per format given in Annexure-E.
  - 16.2 The Financial Offer shall be submitted as per Form of Offer given in **Annexure- F**. The Bidders / Offerers shall quote the per month lumpsum lease rent plus applicable taxes payable to MFSCDCL as per **Annexure- F**.  
Delay in payment of rent, shall entitle MFSCDCL to charge delayed payment charges at 18% pa for a maximum period of 30 days from the due date of payment till actual payment and/or realization.
  - 16.3 The bidder shall not quote his offer anywhere else directly or indirectly.
  - 16.4 The Bidder/Offerer shall implicitly give the MFSCDCL a right to investigate or inspect the qualifying or other information given.

- 17. Evaluation of Offers:** Offers received and found valid will be evaluated to ascertain the best offer in the interest of MFSCDCL. The Bidder/Offerer shall take enough care to submit all the information sought by MFSCDCL in the desired formats failing which the Bid/Offer will be liable to be rejected.

The Technical Proposals will be opened in front of the Bidders/authorized representatives of the Bidders/offerers present at the stipulated time indicated elsewhere in this document or at such time informed separately by the MFSCDCL to all the participating Bidders/offerers. After scrutinizing the technical proposal, the selected bidders will be informed about the date of opening of financial proposal. The decision of the Corporation will be final in this regard.

All Financial proposals of the Bidders/offerers whose technical proposals do not contain the specified documents or any of the specified documents is missing, or the eligibility & qualification criteria is not fulfilled as stipulated will be separated out, and they shall not be opened. A note indicating the nature of deficiency and the fact that it is not opened will be recorded without communication to any of the Bidders/offerers.

- 18. Validity:** The validity of the tender shall be 120 days (one Hundred Twenty days) from the date of receipt of tender documents and thereafter, until it is withdrawn by notice in writing duly addressed to the authority opening the tender. Such withdrawal of offer shall be effective from the date of receipt of notice by the Deputy Engineer Civil, Maharashtra Film, Stage and Cultural Development Corporation Limited, Goregaon, Mumbai 400 065.

**19. Earnest Money Deposit (EMD):**

- 19.1** The Bidder/Offerer shall furnish online, as part of his Bid/Offer, an EMD of Rs. 3,00,000/- (Rupees Three Lakhs only).
- 19.2** Any offer not accompanied by EMD shall be rejected.
- 19.3** In the event of the offer being accepted, subject to provisions of the sub clause 19.5 below, the said amount if so requested by the Bidder/offerer, can be appropriated towards the amount of Security Deposit payable by the bidder/offerer as per terms and conditions.
- 19.4** If after submitting the Bid/Offer, the Bidder/Offerer withdraws its offer or modifies the same or if after acceptance of its offer, fails or neglects to furnish the payable amount of security deposit, without prejudice to any rights and powers of the MFSCDCL, hereunder or in law, the MFSCDCL shall forfeit the full amount of EMD deposited by the Bidder/offerer with the MFSCDCL and the bidder/offerer shall be banned for a period of 2 years from participating in any tender floated by MFSCDCL for any work.

- 19.5** In the event of Offer being not accepted, the amount of EMD deposited by the Bidder/Offerer shall unless it is prior thereto forfeited under the provisions of Sub Clause 19.4 above, will be refunded to the Bidder/Offerer. The EMD shall not carry any interest.
- 19.6** The earnest money will be forfeited by the MFSCDCL, if the bid is withdrawn by the bidder after its closing date and before the expiry of the validity period.
- 19.7** If it is discovered that the Bidder/Offerer has submitted more than one Bid/Offer under different names, all their Bids/Offers shall be rejected and the Earnest Money shall be forfeited.
- 20. Process to be Confidential:** After opening of the Bids/Offers, no information relating to the examination, clarification, evaluation and comparison of Bids/Offers and recommendations concerning the
- 21.** award of contract/agreement shall be disclosed to the Bidders or other persons.  
Any effort by a Bidder/Offerer to influence the MFSCDCL in the process of examination, clarification, evaluation, comparison of offers and in the decision concerning the award of contract/lease agreement may result in rejection of its offer.
- 22. Clarification of Tender:** To assist in examination, evaluation of Offers/Bids, the MFSCDCL may ask Bidders/Offerers individually for clarification of their offers including reasons in case of very high/very low offer. Such request shall be in writing and the response shall also be in writing.
- 23. Offer Liable for Rejection:** The offer will be rejected if on opening it is found that:
- 23.1** The Bidder/offerer has not strictly followed the procedure laid down for submission of bid/offer.
- 23.2** Additions, corrections or alterations are made by the Bidder on any page of the offer document.
- 23.3** Any page or pasted slips are missing in serial order.
- 23.4** The Bidder has not signed the offer document as stipulated in the offer document.
- 23.5** The Bidder has specified any additional condition(s)
- 23.6** The Bidder has not attached any of the documents listed in the Technical Proposal, duly signed and stamped Original Offer Document and/or any Corrigendum and/or Addendum or both, if issued.

- 23.7 The Bidder has made misleading or false representations in any of the forms, statements and attachments submitted in proof of the qualification requirements and/or in the opinion of MFSCDCL has a record of poor performance such as non-compliance with the contractual obligation after issuance of letter of acceptance, abandoning the work, defaulting in payment under the agreements, or financial failure etc.
- 23.8 The Bidder's/Offerer's case which is covered under clause no. 25 below.
24. **Correction of Errors:** If there is any discrepancy between the offer Quoted in figures and in words, the higher of the two will be treated as the offer.
25. **Award Criteria:**
- 25.1 The bids received and accepted will be evaluated by MFSCDCL to ascertain the best offer based on the technical and financial proposals
- 25.2 Subject to clause 25, the contract for operating the food court in MFSCDC shall be awarded to the qualified bidder who has quoted the highest lease rent for location depending upon the bids received and whose offer is in conformity with the requirements of the specifications and eligibility criteria in the Offer Document and MFSCDCL shall be the sole judge in this regard.
- 25.3 After or before signing the Lease Agreement/Award of contract/agreement, if the highest Bidder/offerer is found ineligible for any reason or commits default at any stage of any terms and conditions as provided in this document, the contract may be awarded to the next highest Bidder/offerer at the sole discretion of MFSCDCL. In such an event, the highest Bidder/offerer will not be entitled to participate in any tender floated by MFSCDCL for next two (2) years.
26. **MFSCDCL'S Right to Reject:** Notwithstanding anything contained in Clause 26 above, the MFSCDCL reserves the right to accept or reject any offer and to annul or suspend the offer process at any stage and reject all the offers without assigning any reason at any time prior to award of contract without thereby incurring any liability of costs or consequences at any stage to the Bidder/s or any obligation to inform the Bidder/s of the grounds for MFSCDCL's action.
27. **Notification of Award:** Prior to the expiration of offer validity period or any such extended validity period, the MFSCDCL will notify the successful Bidder/offerer in writing that its offer has been accepted. The intimation letter (Letter of Acceptance) shall specify the sum, which the successful Bidder/offerer has agreed to pay to MFSCDCL in consideration of the leave and license of the said food court for a period of 5 Years.

The Letter of Acceptance shall form a part of the agreement / contract.

The following will be the sequence of activities after issue of Letter of Acceptance:

- Payment of Security Deposit within a period of 15 days from the date of LOA
- Submit plans of development for approval to MFSCDC, MCGM and relevant government authority and get approval is required.
- Upon compliance of the above, signing of agreement between MFSCDCL and the successful Bidder/Offerer in the specified format of MFSCDCL subject to amendments, if any, within a period of 15 days thereafter.
- Issue of Work Order by the MFSCDCL to the successful Bidder/offerer after compliance with the above.
- Registration of the leave and license within a period of 15 days after award of work order. Charges shall be borne by the successful bidder only.

**28. Security Deposit:** The Successful bidder/offerer whose offer has been accepted shall pay Security deposit at the six months' lease rent agreed upon. Security Deposit shall be paid within a period of 15 days from the date of LOA. The Security Deposit shall be in the form of Demand Draft drawn in favour of MFSCDCL Ltd payable at Mumbai, the Security Deposit amount shall not carry any interest.

The MFSCDCL reserves the right to appropriate at its discretion the Security Deposit in full or in part to fulfil any claim or dues of MFSCDCL against the successful bidder/offerer.

## **5.0 GENERAL CONDITIONS OF CONTRACT:**

### **1) DEFINITIONS:**

- 1. “Bidder/offerer”** shall mean any person or persons, firm or company who has submitted its offer/bid for the work.
- 2. “Corporation” or “MFSCDC” 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 MFSCDC”** 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 built up 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, 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 / Offerer"** 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 lease and license period 5 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.

2) **PARTIES TO THE CONTRACT:** The parties to the contract shall be the MFS & CDC LTD. and the successful Bidder whose offer/bid is accepted by the Corporation.

**2.1** 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.

**2.2** 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.

1) **INTERPRETATION:** Words imparting persons or parties shall include firms, Corporations and any organization having legal entity.

2) **SINGULAR AND PLURAL:** Words imparting the singular only shall also include the plural and vice versa where the context so requires

3) **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.

- 4) **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.
- 5) **CONTRACT DOCUMENT:**

**8.1 LANGUAGE:** The language of the contract is English.

**8.2 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.

**8.3 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:

- i) The Lessee’s offer/bid
- ii) The Letter of Acceptance
- iii) The leave and License agreement
- iv) The Work Order
- v) The terms and conditions of contract
- vi) Any other document forming part of the contract.

6) **THE LESSEE’S GENERAL OBLIGATIONS:**

**9.1 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.

**9.2 USER:** 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 MFS & CDC LTD. The rate for branded food items and beverages etc., shall not exceed the Maximum Retail Price of that concerned product.

The Lessee shall use only gas (LPG) for cooking. Use of wood, coal, kerosene, diesel etc. shall not be permitted on the said premises.

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.

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.

**9.3 PAYMENT OF FEES, LEASE RENT ETC:** The Lessee shall pay

**9.3.1** Lease Rent /Compensation- The lease rent / compensation per month shall pay on every 5<sup>th</sup> day 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, MFS & CDC LTD. 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 MFS & CDC LTD. 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.

**9.3.2** 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 MFS & CDC LTD. payable at Mumbai as processing fees.

**9.3.3** Any other fees, amounts, etc if payable by the Lessee shall be paid as per the instructions of MFS & CDC LTD. from time to time.

**9.4** **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, MFS & CDC LTD. This excess area shall be allotted to the successful Offerer at the rate at which the allotment of demised premises was made to the Successful Offerer.

**9.5** **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 MFS & CDC LTD., bidder shall be liable to reimburse cost of the same as per cost statement provided by MFS & CDC LTD.

**9.6** **OBTAINING LICENSES, PERMITS ETC.:** 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 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/Authorization shall be given by corporation.

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.

**9.7** **ALTERATION OR MODIFICATION:** Upon commencement of the business at the food court the 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.

**9.8 THE USE OF INDISPOSABLE THINGS IS PROHIBITED:** The Lessee shall not use plastic carry bags, plastic dishes, plastic tea cups and thermocol cups or any other in 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 bio degradable.

**9.9 MAINTENANCE OF THE PREMISES:** The Lessee 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.

The Lessee 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.

The Lessee 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.

The Lessee 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 complied with by the Lessee at its own cost.

**9.10 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 MFS & CDC LTD. in this regard shall be final and binding on the Lessee.

**9.11 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.

**9.12 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, 1<sup>st</sup> floor, opp. Kalanagar, Bandra (east), Mumbai 400 051.

**9.13 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.

**9.14 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 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.

**9.15 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 MFS & CDC LTD. to take action for breach of terms and conditions of contract.

**10 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.

**11. EVICTON OF UNAUTHORISED 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 unauthorised occupants or wrongfully in possession of the demised premises, it shall be lawful for the Lessor to secure eviction of such unauthorised person/occupant.

**12. TERMINATION OF LEASE AND POWER OF RE-ENTRY:**

12.1 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:

- (i) The MD MFSCDC is satisfied that it is beyond the capacity of the Lessee to use the demised premises for the purpose for which it was leased.
- (ii) 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.
- (iii) The Lessee renounces his character as such by setting a title in a third person or
- (iv) The lessee is adjudicated as insolvent
- (v) The Lessee has not maintained the demised premises strictly as per maintenance manual approved by the MFS & CDC LTD. and as per the instructions of the Engineer In Charge/Officer in charge of MFS & CDC LTD.

12.2 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.

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 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.

**13 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-

- 13.1 Any breach, default, contravention, non-observance or nonperformance 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.
- 13.2 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;
- 13.3 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.
- 13.4 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.

**14 EXECUTION AND REGISTRATON OF LEASE AGREEMENT:**

- 14.1 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.
- 14.2 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.

## **15 SECURITY DEPOSIT:**

- 15.1 The Successful bidder/offeree shall pay within a period of 15 days from the date of LOA, interest free Security Deposit equivalent to six months compensation/lease rent agreed upon in the form of Demand Draft drawn in favour of MFS & CDC LTD. payable at Mumbai. The security deposit amount shall not carry any interest.
- 15.2 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 the Corporation against the Lessee and after a specific written request is received from the Lessee and after approval of the Corporation.
- 15.3 The Corporation 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 MFS & CDC LTD. payable in Mumbai to make good the original amount of Security Deposit.
- 15.4 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.
- 15.5 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.



- 16 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.
- 17 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.
- 18 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.
- 19 SAFETY SECURITY AND PROTECTION OF ENVIRONMENT:**
- 19.1 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.
- 19.2 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.
- 19.3 The Lessee shall provide appropriate garden, landscape area with due care to the environmental sustainability.
- 19.4 The Lessee shall provide and maintain adequate lights, guards, and warning signs etc. when and wherever required.
- 19.5 All the expenditure towards the items specified above shall be exclusively borne by lessee/licensee.
- 20 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.

**21 CARE OF CORPORATION'S PROPERTY:** 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

The lessee shall adequately insure the property including the fixture /structure(s) thereon during the entire period of agreement.

**22** 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 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.

**23 COMMENCEMENT OF AGREEMENT**

The agreement shall commence on the date specified in the work order.

**24 PROCEDURE FOR RELIEF:** 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.

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.

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.

**25 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.

**26 TERMINATION:**

**26.1** 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 sum 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.

- 26.2** 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 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.

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.

- 27 FORCE MAJEURE:** 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.

However, the Lessee if affected by such force majeure facing obstruction in execution of this agreement shall give notice to MFS & CDC LTD. within a period of 15 days from the event giving rise to the event of Force Majeure as being unforeseen till its impact.

Upon receipt of such notice of the Event of Force Majeure, MFS & CDC LTD. 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

- 28 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.
- 29 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.
- 30 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 MFS & CDC LTD. 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.
- 31 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 agreement and payment of appropriate Stamp duty/Registration fees and other incidental expenses shall be the sole responsibility of the Lessee.
- 32** 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 hindrance. 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 MFS & CDC LTD. Rate, ratio decision rights are of Corporation.

- 33** The licensees shall keep the food court facility open during such hours when shootings of films and all other allied works are in progress.
- 34** 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.
- 35** 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.
- 36** The Corporation shall not be a party to the recovery of payment of any bills or dues from any of the licensee customers.
- 37** The licensees shall forthwith at their own cost and expense comply with the requisition, orders and /or notices issued by the Managing Director, MFS & CDC Ltd., 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.
- 38** 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.

## **6.0 MAINTENANCE:**

1. 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 accepting offer by corporation. Once approval of MCGM received, the work order will be issued by Corporation.
2. The successful bidder will have deposit S.D. as mentioned in bid in the form of DD in favour of MFS & CDC Ltd.
3. 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.
4. The possession of the site shall be handed over the company by MFS & CDC Ltd. 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 MFS & CDC Ltd. 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.
5. 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.
6. 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.
7. 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.
8. Any repair works shall be attended immediately.
9. 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.
10. 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.
11. 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.

12. The premises will be inspected jointly for maintenance point of view and maintenance work shall include:
- i. Daily sweeping and cleaning of canteen including surrounding.
  - ii. Area coloring & painting as required.
  - iii. Pre-monsoon maintenance to avoid leakages dampness.
  - iv. Maintenance of the water pipe line, sewer line etc.

## 7.0 DESCRIPTION OF THE PLOT/SITE:

**FOOD COURT NEAR STUDIO NO. 5:** On space having approximate area food court in front of studio no.5

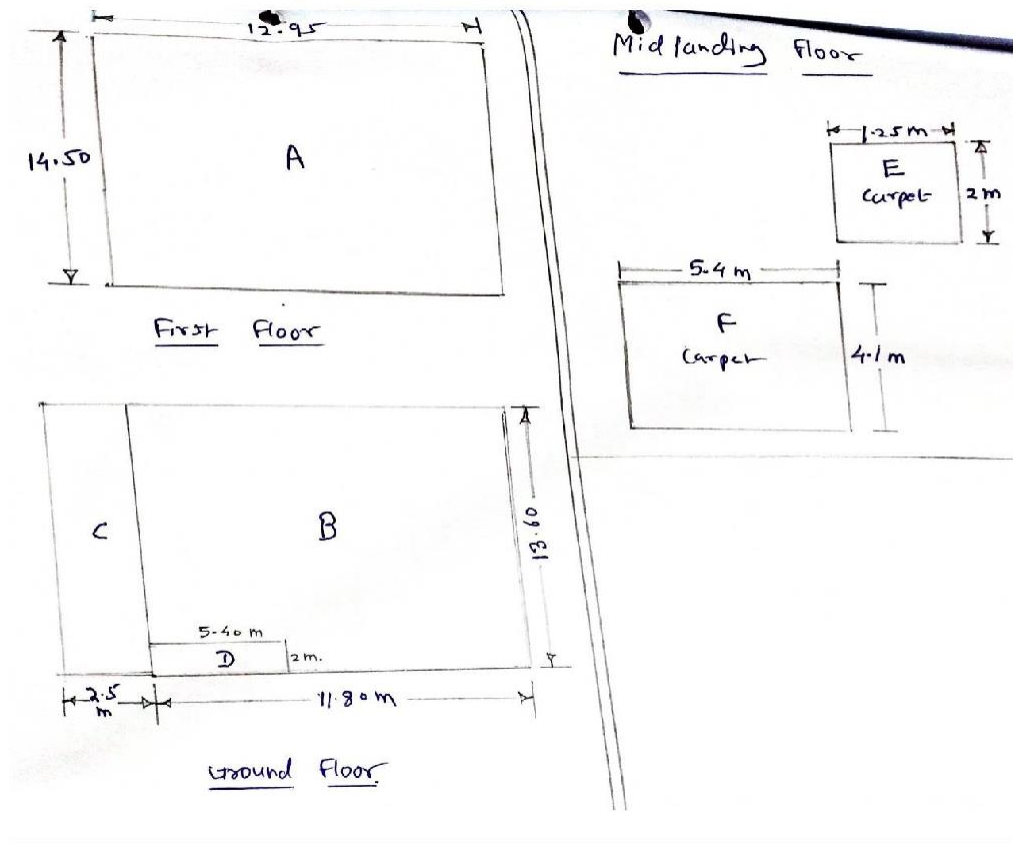
- Ground floor Structure 2000 sq. ft. including, 116 sq. ft. and mid landing floor, store room
- First floor 2020 sq. ft.
- Open space at ground floor 366 sq. ft.

The land where in food court facility is proposed is open space with existing structure. 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:

Location Details:





**Annexure-A**

**TECHNICAL PROPOSAL**

**Letter of Transmittal**

To  
The Managing Director,

Maharashtra Film Stage & Cultural Development Corporation Ltd.,  
Goregaon (East), Mumbai – 400 065.

**Subject: Operation of Food Court facility near studio no. 5 in Filmcity  
Premise on leave and license basis**

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 Rs. \_\_\_\_\_/- online. Furnished the following details of Earnest Money Deposit:

Yours faithfully,

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel. Nos: \_\_\_\_\_

Email ID.: \_\_\_\_\_

(Authorized Representative of Company/Organization/Firm)

A Copy of Authorization is Annexed herewith.

**Annexure-B**  
**INFORMATION OF BIDDER**

**1. Name of the Bidder :**

*Name of Contact/Authorized*

*Person:*

*Complete Residential Address:*

:  
:  
:

*Telephone: (O)*

*(R)*

*E-mail*

**2. Organizational Status :**

Whether Individual/Proprietary,  
Partnership/Limited Company/Trust?

(Documentary evidence in support  
to be attached)

**3. Office address of Organization :**  
**and Its Branches**

Telephone: (Office)

E-mail

:

**Annexure-C**  
**FINANCIAL INFORMATION OF BIDDER**

**1. Information based on Audited Balance Sheets for relevant period\*:**

<b>No.</b>		<b>2021-22</b>	<b>2020-21</b>	<b>2019-20</b>
1	Net worth:			
2	Debt Equity Ratio: (If applicable)			
3	Profit/Loss (before taxes):			
4	<u>Annual Turnover (Rs. in Lakhs)</u>			
5	<u>Turnover in the relevant category of the business in case the bidder is having multiple activities</u>			

39.1. Whether certified copies of Balance Sheet, Profit & Loss Account, Tax audit report of last of last three years attached? : Yes/No  
(Certified Copies to be attached with the stamp and signature of CA)

**Annexure-D**  
**DETAILS OF EXPERIENCE OF THE BIDDER**

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

**Please Note:** Above information shall be supported with documentary evidence like certified copies of Agreements, Work Orders, Experience Certificates issued by Officer of minimum HOD level with the organization seal and any other relevant documents.

**Annexure- E**  
**FINANCIAL PROPOSAL**

To  
The Managing Director,

Maharashtra Film, Stage and Cultural Development Corporation Ltd.  
Goregaon East Mumbai 400065.

**Subject: Operation of Food Court facility near studio no. 5 in  
Filmcity premises on leave and license basis.**

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.

Yours faithfully,

Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

Tel. Nos: \_\_\_\_\_

Email ID: \_\_\_\_\_

(Authorized Representative of Company/Organization/Firm)

A Copy of Authorisation is Annexed herewith.

**Annexure-F**  
**FORM OF OFFER**  
**SCHEDULE OF SUMMARY PRICE**

<b>Operation of Food Court facility near studio no. 5 in Filmcity Permise on leave and license basis</b>			
<b>Sr.no.</b>	<b>Item</b>	<b>Rupees in figures</b>	<b>Rupees in words</b>
<b>1</b>	<b>Lumpsum Monthly lease rent/ compensation for space having approximate area food court in front of studio no.5</b> 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 366 sq. ft.		

**Note :**

1. Taxes as applicable from time to time (e.g. GST, IT etc.) except property tax.
2. Financial proposal in given format **Annexure-F – (SCHEDULE OF SUMMARY PRICE)** must be prepared and submitted online in .pdf format in the space mentioned as Commercial Envelope.

**Annexure 'G'**

**Declaration**

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor / Authorized signatory of M/s. ....having its Head Office /Regd. Office at.....

2. That I am the Proprietor / Authorized signatory of M/s. ....having its Head Office /Regd. Office at.....

3. That the information / documents / Experience certificate(s) submitted by M/s ....along with this **'Operation of Food Court facility near studio no. 5 in Filmcity premises on leave and license basis** are genuine and true and nothing has been concealed.

4. I shall have no objection in case MFSCDCL verifies them from issuing authority(s). I shall also have no objection in producing the original copy of the document(s), in case MFSCDCL demand so for verification.

5. I hereby confirm that in case, any document, information & /or certificate submitted by me is found to be incorrect/false/fabricated, MFSCDCLat its discretion may disqualify/ reject my application for prequalification outrightly and also debar me M/s..... from participating in any future tenders/EOIs.

Deponent

I, ....., the Proprietor / Authorized signatory of M/s ., do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from and that no part of it is false.

Verified at .....this .....day of .....

Deponent