



**Notice for e-auction in GeM**

**for**

**Leasing out of Space for running Cafe Situated at**

**STPI ELITE Tower,**

**Plot no. 2/ A, IDCO Industrial Area Gothapatna,**

**Post- Malipada, Bhubaneswar, Odisha 751029**

**Tender No:** STPI/BBS/GeM/e-auction/2025-26/06

Director

Software Technology Parks of India

STPI ELITE Tower, Plot no. 2/ A,

IDCO Industrial Area,

Gothapatna, post-Malipada,

Bhubaneswar, Odisha 751003

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**Introduction:** Software Technology Parks of India (STPI), Ministry of Electronics & Information Technology (MeitY), Govt. of India has been set up with distinct focus to boost up Software export from the country. STPI is constantly working with an objective to implement STP/EHTP scheme formulated by Govt. of India, set up and manage infrastructural facilities.

## I. Schedule of E-auction

STPI Bhubaneswar intends to Leasing out of Space for running cafe Situated at STPI ELITE Tower, Plot no. 2/ A, IDCO Industrial Area Gothapatna, Post- Malipada, Bhubaneswar, Odisha 751029 as per following schedule: -

The bids may be submitted online through GeM (Forward Auction) (<https://forwardauction.gem.gov.in>) only and shall be opened as per SOP of GeM.

**The contract will be awarded to the bidder who will quote highest rate (H1).**

Desirous bidders may download the tender document from (<https://forwardauction.gem.gov.in>) Government e Market Place (GeM) Portal.

RFP/ Notice No	STPI/BBS/GeM/e-auction/2025-26/06
Portal for E-auction	<a href="https://forwardauction.gem.gov.in">https://forwardauction.gem.gov.in</a>
Name of Work	STPI Bhubaneswar intends to Leasing out of Space for running cafe
Site	Situated at STPI ELITE Tower, Plot no. 2/ A, IDCO Industrial Area Gothapatna, Post- Malipada, Bhubaneswar, Odisha 751029
Mode of Tender/ RFP	e-auction in GeM
RFP/Notice/Document	The details can be downloaded free of cost from STPI website ( <a href="https://forwardauction.gem.gov.in">https://forwardauction.gem.gov.in</a> ) Government e Market Place (GeM) Portal.
Date of Inspection of space at Site	Monday to Friday (except Holidays) between 10.30 A.M. to 3:00 P.M. (16th Apr 2026 to 03 May 2026)
EMD (In form of NEFT/RTGS Only)	<b>Rs. 10,000.00 (Rupees Ten Thousand only)</b>
EMD Payment Start Date and Time	20/04/2026 at 10:00 Hrs.
EMD Payment End Date and Time	01/05/2026 at 17:00 Hrs.
Auction Start date & Time	04/05/2026 at 10:00 Hrs.
Auction End date & Time	06/05/2026 at 17:00 hrs.
Address of Communication	The Director STPI, STPI ELITE Building, Plot no. 2/ A, IDCO Industrial Area, Gothapatna, Post- Malipada, District- Khurda, Bhubaneswar, Odisha-751003
<b>Contact Person:</b> In case of any query, you may contact any of the following officials	Shri R. Kalyana Murthy, Deputy Director Mobile No.9849756932
<b>Contact Person for site inspection:</b>	Shri Nihar Mohanty, Deputy Director Mobile No.9434071193

**Note: STPI has absolute right and authority to accept or reject any or all bids/offer(s) or adjourn/postpone or cancel the e-Auction process without assigning any reason thereof.**

**(I) TERMS & CONDITIONS****1. Earnest Money Deposit (EMD): -**

EMD may be remitted in form of **NEFT/RTGS only** in STPI bank account as detailed below: -

<b>STPI-Bhubaneswar Bank Details for NEFT/RTGS</b>	
<b>Name of the Bank</b>	<b>Bank of India</b>
<b>Address of Branch</b>	<b>STPI Bhubaneswar Branch, STPI ELITE, Bhubaneswar</b>
<b>Branch Code</b>	<b>0005599</b>
<b>Account Holder(s) Name</b>	<b>SOFTWARE TECHNOLOGY PARKS OF INDIA</b>
<b>Bank Account Number</b>	<b>555110100003617</b>
<b>Branch MICR No.</b>	<b>751013035</b>
<b>Account Type</b>	<b>Saving Bank Account</b>
<b>IFS Code</b>	<b>BKID0005599</b>

- a. EMD will not carry any interest.
  - b. EMD will be refunded to the unsuccessful bidders after finalization of the bid and EMD of successful bidder shall be returned after successful completion of work.
  - c. The Earnest Money Deposit submitted by the bidder may be forfeited if,
    - i. Successful bidder fails to accept work order within specified time as per intimation from STPI,
    - ii. Successful Bidder withdraws his tender or backs out after acceptance of work order,
    - iii. Bidder violates any of the terms and conditions of the tender,
    - iv. Bidder is found to have indulged in fraudulent practices in the bid submission process.
2. All interested bidders including MSE/MSME/NSIC/startups etc. have to be deposited EMD and there is no exemption of any kind.
  3. The bid without EMD will be liable for rejection straightaway.
  4. All bidders shall fill the details of the EMD column on GeM portal if the option is available before submission of bids.
  5. The bidder has to indicate the requisite details/transaction no. (UTR No.) of such payments along with the application for participation in Auction.
  6. **Evaluation criteria**: The successful bidder will be the one who offers the highest total rate (H1).

## SCHEDULE OF REQUIREMENT

STPI-Bhubaneswar invites e-bids in three parts from reputed & financially sound agencies/bidders having sufficient experience in running Cafe/food court/hotel/restaurant etc. for leasing out **687.41 sq.ft. Super built up (carpet area 492.77sq.ft.)** space situated on ground floor for running a cafe at its newly constructed STPI-ELITE Building at Gothapatna on as where is basis.

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

### TERMS & CONDITIONS FOR LEASING OUT SPACE FOR RUNNING CAFE

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

1. No Sub-letting of the space shall be allowed by the successful bidder/ lessee for running the Cafe.
2. The successful bidder/lessee shall engage sufficient no. of staff, which is considered appropriate for serving the units occupying the premises.
3. The successful bidder/lessee shall be liable to provide tea, coffee, snacks, light refreshment cool drinks, food, etc. of good quality.
4. The material used for preparing items shall be of standard quality.
5. The successful bidder/lessee has to ensure that the Cafe staff serving in the said complex are well mannered and are in proper uniform.
6. STPI will provide super built-up area admeasuring **687.41sq.ft. Super built up (carpet area 492.77sq.ft.) with Air conditioning to the contractor.**
7. The successful bidder/lessee shall ensure that they will provide the best services and shall ensure that no complaint will be received in this regard.
8. STPI will provide electricity, to the successful bidder/lessee and charges against the energy consumed shall be borne by the successful bidder/lessee, as per prevailing tariff. The energy meter shall be provided by STPI. The energy consumed from the back-up provided i.e DG set, UPS shall be collected on pro-rata basis as per the same tariff as mentioned in the Statement of Charges, enclosed at Annexure-'I'.
9. STPI will provide water facility to the successful bidder/lessee in terms of Statement of Charges, enclosed at Annexure -'I'.
10. The successful bidder/lessee shall arrange utensils, cutlery and crockery and other equipment/items required to run the Cafe at his own cost.
11. The space allotted should be used only for the purpose for which allotment has been made.

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

24. Since the consumption of Alcohol & smoking is prohibited in the STPI Premises, the successful bidder/lessee shall not sell Liquor and tobacco products or allow consumption thereof by any person in the Cafe area leased out to him.
25. The minimum lease period is for 3 years which is extendable at the discretion of STPI subject to the satisfactory performance of the successful bidder/lessee.
26. No Structural Change is allowed. However, if the successful bidder/lessee wants to carry out any interior work without affecting the structure, same can be done at his own cost after seeking prior permission of STPI and getting the interior plan approved by STPI.
27. After completion of the term, successful bidder/lessee will hand over the premises in the same condition as it was taken over by him. In case, the lease holder has done any changes inside the premises then before handing over it to STPI, successful bidder/lessee will have to bring it to its original shape. In the event of bidder not following this clause, STPI will undertake the same & expenditure thus incurred will be recovered/ adjusted from lessee.
28. STPI shall be entitled to terminate this agreement with 30 days' notice and discharge the contract without prejudice to other rights and remedies available to STPI because of the non- performance of any of the clauses of the agreement or if the caterer becomes insolvent or fails and/ or neglects to carry out instructions on its behalf. In case successful bidder/lessee desires to terminate the agreement, they have to give three months of prior notice to STPI.
30. Other charges shall be payable as per the Statement of Charges enclosed at "Annexure III". The other charges mentioned in Statement of Charges shall be valid for one year and shall be revised each year thereafter as per the terms and conditions of lease agreement.
31. Parking for customer will be outside the complex, without any security commitment.
32. The lease rental offered by the party shall be valid for a period of one year from the date of allotment letter and same shall be revised upfront on mutual agreement basis. However, decision of STPI shall be final and binding.
33. Housekeeping and maintenance of the common area shall be undertaken by STPI. However, the allottee/ Lessee shall be responsible for housekeeping & maintenance of the area allotted to him.
34. The successful Bidder shall submit an undertaking for not using the polythene covers which are banned by the State / Central Governments or any other agency.
35. No child labourer shall be employed for servicing as per law.
36. Bio waste management should be in a proper way by following the waste management policy of Govt. The premises and surroundings of the space shall be kept clean and tidy condition by keeping dustbins at appropriate places and are subject to inspection by the officials of the licensor and the Municipal Authorities. Non-compliance will attract imposing of penalty up to Rs.1000/- on each occasion.
37. A "Suggestions & Complaints" book at his establishment which shall be made available to the public on demand immediately. Any suggestions or complaints are made by the public; it is the responsibility of the licensee to bring it to the notice of the licensor. The said book shall be produced to inspecting officials. The "Suggestions & Complaints" recorded in the suggestions &

complaints book be scrupulously followed and failure to follow will lead to levy of penalty or termination of agreement of forfeiture of security deposit at the discretion of STPI.

38. No accommodation shall be provided to shopkeeper or their employee in the campus. Likewise, no person related to shop, will be allowed to stay in the campus after closing of shop
39. The space will be allotted for a minimum period of 3 years. However, if the successful bidder/lessee intends to get the space allotted for more than 3 years, the same can be considered subject to the approval of the Competent Authority of STPI on mutually accepted terms & conditions. However final decision of STPI shall be binding on the lessee.
40. Signboard/ Hoardings etc. will be displayed by the successful bidder/lessee only at the prescribed location identified by STPI.
41. Bidder has to sign statement of Charges.

### **INSTRUCTION TO BIDDERS & GENERAL TERMS & CONDITIONS**

## **II GENERAL TERMS**

1. The tender can also be downloaded from web site (<https://bhubaneswar.stpi.in> or <https://gem.gov.in>)
2. The bidders are advised to acquaint themselves fully with the location of the building/ space and terms and conditions including all the provisions of the Tender Document before submission of their tender.
3. The tender documents shall be treated as “confidential”
4. MSE bidders should declare their UAM number on CPPP, failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order 2012.
5. STPI also reserves the right to modify/relax any of the terms & conditions of the tender.
6. Bidders are advised to inspect and examine the site and the probable business potential and satisfy themselves before submitting their tenders.
7. **Pre-Bid Inspection / Survey: The bidder may visit the site at STPI ELITE Tower, Plot No.02/A, IDCO Industrial Area, Gothapatna, PO-Malipada, Bhubaneswar-751003, Odisha to have an understanding of the requirement during working hours of STPI. Mr. Nihar Mohanty, Deputy Director contact No.9434071193 may contact for site inspection.**
8. The selected bidder shall undertake to abide sincerely by all rules, regulations and laws of land for their responsibilities to run the Cafe and shall agree to keep itself liable and responsible for any such violation directly or indirectly related to their responsibilities for the contract.
9. Bids once submitted shall not allow to be withdrawn. Any default after acceptance of bid shall be deemed to be non-compliance to the terms of contract and would be liable to forfeiture of EMD deposit and cancellation of contract.
10. STPI, however, reserves the right to terminate/curtail/cancel the contract at any time after giving one week's notice to the Agency owing to deficiency of service, sub-standard quality of stores, breach of contract, etc. In such case successful bidder will not be admissible for any kind of compensation.
11. Once the rates are finalized, no decrease will be considered in the rates quoted by the agency in any case during the period of the contract.
12. STPI reserves the right to reject any or all of the tenders or accept them in part or to reject lowest tender.

13. Canvassing in connection with tender is strictly prohibited and the tenders submitted by bidders who resort to canvassing will be rejected.
14. The successful agency/bidder shall not be allowed to transfer, assign, pledge or sub contract its right and liabilities under the contract to any other agency.
15. The bidder will be bound by the details furnished by him/her/them to the STPI while submitting the tender/bid or at subsequent stage. In case, any of such documents furnished by the bidder or successful bidder is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her/them liable for legal action besides termination of contract.

## II. ELIGIBILITY OF BIDDERS

1. Bidder should not be black listed/debarred by the Institute or any other agency for a period of one year from the last date of submission of this tender. Declaration regarding blacklisting/debarring.
2. Annual Turnover of the firm should be more than 20 Lakhs & above at least for any two years in last three years.
3. Interested bidder should be registered with The Food Safety and Standards Authority of India (FSSAI).
4. The bidder must be registered with ESI/PF authorities and must have labour license.
5. The bidders should be in the Registered Food Court/Restaurant/Hotel/Cafe running business for at least two years with operator chain.
6. The track record of the bidders should be clean and it should not have any involvement in illegal activities or financial frauds. Bidder must be accompanied with declaration to this effect on letterhead of the bidders.
7. The bidder, whose contract in the past was terminated by the employer during the contract period due to unsatisfactory performance, will not be eligible for participation. The bidders are to submit an undertaking in this regard.
8. Bidders registered with DIPP or Start-up Odisha, will be provided relaxation in experience and Turnover criteria as should have at least two years' experience and minimum Rs.20 Lakhs turnover in average for last three years.

N.B: - It may be noted that documentary evidence in respect of all above points would be essential and shall furnished whenever asked by STPI. Bidder participate in tender shall be deemed as "Technically qualified", In case it is found that bidder is not complying with technical qualification criteria as mentioned above at any stage of the tender process, the bid will be rejected forthwith would be liable to forfeiture of EMD deposit and liable to be blacklisted.

## III. AWARD OF BIDDERS

1. **H1/successful bidder may be selected on the basis of highest quote lease rental under commercial offer as per price schedule.**
2. **In case of two bidders offered the same price, then the bidder having highest turnover will be considered as H1/ successful bidder.**

## IV. BID SECURITY (EMD) /SECURITY DEPOSIT/PERFORMANCE GUARANTEE

1. **EMD amount of Rs.10,000/- only (Ten Thousand only) through NEFT/RTGS** should be submitted. Account Details for furnishing EMD is as below:

<b>STPI-Bhubaneswar Bank Details for NEFT/RTGS</b>	
<b>Name of the Bank</b>	<b>Bank of India</b>
<b>Address of Branch</b>	<b>STPI Bhubaneswar Branch, STPI ELITE, Bhubaneswar</b>
<b>Branch Code</b>	<b>0005599</b>
<b>Account Holder(s) Name</b>	<b>SOFTWARE TECHNOLOGY PARKS OF INDIA</b>
<b>Bank Account Number</b>	<b>555110100003617</b>
<b>Branch MICR No.</b>	<b>751013035</b>
<b>Account Type</b>	<b>Saving Bank Account</b>
<b>IFS Code</b>	<b>BKID0005599</b>

2. EMD of unsuccessful bidders will be refund after finalization of bids.
3. Successful bidder has to submit **Performance Bank Guarantee (PG)/ remit Security Money equivalent to six months lease rental** (EMD may be adjusted in the Security Deposit amount) in the form NEFT/RTGS/BG **valid upto 3 months after expiry of contract**, within three weeks after issuance of allotment letter. The Security Deposit will not carry any interest and will be refunded by STPI on the expiry/termination of contract, but subject to handing over peaceful possession of the premises as it was taken over by him at the time of contract, and normal wear and tear and after adjusting due if any payable by the contractor.
4. The EMD of successful bidder will be returned only after deposit of performance security money/PG.
5. In case of non-submission of Performance security in **the form of Bank Guarantee (PG)** issued by a Nationalized/scheduled Bank or through Digital payment mode (RTGS/ NEFT), same will be deducted from the payment.

#### V. FORFEITURE OF EMD /SECURITY DEPOSIT/PERFORMANCE GUARANTEE

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

#### VI. REJECTION OF THE BID

1. The bidder is expected to examine all instructions, formats, terms & conditions, and scope of work in the bid document. Failure to furnish complete information or false information/documents which is not substantially responsive to the bid document in all respect shall result in rejection of bid.

2. In respect of interpretation/clarification of this bid document and in respect of any matter relating to this bid document, the decision of STPI-Bhubaneswar shall be final.
3. The bidder will have to furnish the requisite document as specified in the bid document, failing which the bid is liable to be rejected.
4. No prices are to be indicated in the Technical Bid and if the prices are mentioned in the "Technical Bid" it may lead to rejection of the bid.
5. Bids not submitted as per two bid system will be summarily rejected.
6. Bids without paper cost & EMD money will be summarily rejected
7. The bids received after specified date & time shall not be considered.
8. The bids received through Fax/-email or any other mode other than specified in the tender document shall not be considered.
9. Conditional bids shall not be considered and will be out rightly rejected on very first instance.

## VII. SERVICE DELIVERY

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

## VIII. PAYMENT TERMS

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

## IX. CLARIFICATION OF BIDS

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

## X. CANCELLATION BY DEFAULT

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

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

## XI. BLACKLISTING

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

## XII. ARBITRATION

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

## XIII. FORCE MAJEURE

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

## ANNEXURE-I

### STATEMENT OF CHARGES

1. Operation & Maintenance Charges : Rs.7.50/- per sq. ft. per month on Super built-up area  
(Security, maintenance, Utility, House Keeping, charges will be reviewed annually and will be charged accordingly)
  2. Water Charges : Proportionately shared among users  
(The Water Charges will be reviewed annually and will be charged accordingly).
  3. AC Fixed Charges : Rs. 7.50/- per sq.ft. per Month on carpet area  
(The AC Charges will be reviewed annually and will be charged accordingly)
  4. UPS fixed charges : Rs. 174/- per KVA per month for Power allotted in KVA.
  5. Interest free Security Deposit : Equivalent to 6 months Lease rental on Super built-up area  
(Refundable at the time of vacation of space)
  6. Electricity charges : DG backup Fixed charges: Rs. 235/- per KVA per month for Power allotted in KVA.
- Recurring charge : AS per actual unit consumed.  $\text{Input cost} \times \text{no. of unit consumed}$  by each unit/ total no. of units consumed in entire STPI Complex.

*(Input cost includes STPI expenditure on providing power with backup i.e. Electricity charges, DG set fuel charges, fuel transportation charges, DG meter charges to electricity board, etc.)*

## ANNEXURE-II

### BANK GUARANTEE FORMAT

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

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

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

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

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

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

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

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

9. Notwithstanding anything contained herein above:

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

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

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

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

**For (Name and complete Address of Bank)**

Signature of the bidder with seal

## ANNEXURE-III

### SPECIMEN FOR LEASING OUT OF SPACE FOR RUNNING CAFE

THIS AGREEMENT entered in to on..... by and between:

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

#### AND

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

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

WHEREAS the STPI has agreed to let and LESSEE has agreed to take on lease **687.41vsq.ft. Super built up** space at Ground Floor of STPI ELITE building located in Gothapatna, Bhubaneswar.

That WHEREAS the LESSEE shall run a Café at newly constructed STPI-ELITE Tower at Gothapatna, Bhubaneswar in accordance with GeM BID No. **XXXXXXXXXXXXXXXXX Dtd:XX.XX.XXXX** at the rates quoted by the Contractor vide their financial bid no..... dtd:..... in response to the GeM BID No. **XXXXXXXXXXXXXXXXX Dtd:XX.XX.XXXX as per all terms and conditions given in the aforesaid tender which shall become part and parcel of this agreement.**

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

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

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

1. The LESSEE shall pay a sum of **Rs.** ..... (**Rupees** ..... **Only**) in advance as an interest free security deposit equivalent to six (6) month's rent before possession through NEFT/RTGS/Bank guarantee to the STPI. The interest free security deposit shall be refunded to the LESSEE in one lump-sum at the expiration of this lease upon handing over vacant possession of the premises to STPI. In case of any damage to the property of the STPI by the LESSEE or in case charges being demanded from the STPI by any authority (which have to be born by the LESSEE in terms of agreement), STPI shall be entitled to deduct the same from the security deposit to extent the amount which has been borne by the STPI.
2. The LESSEE shall be liable to pay the following:
  - i) Space rental charges for 687.41 sq.ft Super built-up (SBA) space with Pre-installed Air conditioning system, glass wall & door @ Rs.7.50 per sq.ft.. per month plus GST/taxes as applicable time to time.
  - ii) Maintenance Charges @ Rs.7.50 per sq.ft. per month on SBA plus GST/taxes as applicable time to time.

- iii) Fixed rental charges for Energy & DG backup @ Rs.235.00 per KVA per month plus GST/taxes as applicable time to time.
  - iv) Fixed rental charges for Air Conditioning @ Rs.7.50 per sq.ft per month on SBA plus GST as applicable time to time.
  - v) Fixed UPS charges Rs. 174/- per KVA per month for Power allotted in KVA.
  - vi) Electricity running charges as per actual on separate meter readings.
  - vii) Energy running charges = (Input cost x no. of unit consumed by each unit)/ total no. of units consumed in entire STPI Complex.  
*(Input cost includes STPI expenditure on providing power with backup i.e. Electricity charges, DG set fuel charges, fuel transportation charges, DG meter charges to electricity board, etc.)*
  - viii) The water uses charges will be as fixed by STPI.
3. The LESSEE shall bear and pay as and when demanded any charges towards conservancy charges to Municipality, Local Body/Panchayat/Block concerned, Ground rent, taxes such as property tax, holding tax, sewerage tax, development charges and other charges related to the services being provided by the STPI.
  4. The rental charges specified in clause 2 here in above are for one year and same shall be revised upfront on mutual agreement basis. However, decision of STPI shall be final and binding.
  5. The space allotted should be used only for the purpose for which allotment has been made. No Sub-letting of the space by LESSEE shall be allowed for running the café.
  6. Parking for customers will be outside the complex, without any security commitment.
  7. Moratorium period of 2 (Two) months shall be provided to LESSEE for the interior works, if required. During the moratorium period the space rental charges shall be waived off, however utility charges on actual have to be paid by the LESSEE.
  8. The period of license for which the Licensee may enter into an agreement of License is eleven months from the effective date of agreement with auto renewal for further similar period maximum upto 60months, Provided that Licensee so desires to terminated the agreement.  
  
Beyond 60 months, the agreement is extendable at the discretion of STPI subject to the satisfactory performance of the LESSEE.
  9. STPI shall in no way be responsible for safe custody and protection of movable assets of LESSEE or its staff or its customers.
  10. The performance Security/Bank Guarantee would be en-cashed by STPI in case LESSEE fails to run the Cafe and/or breaches terms & conditions of the aforesaid tender document.
  11. No Structural Change is allowed. However, if LESSEE wants to carry out any interior work (considering applicable fire & other norms) without affecting the structure, same can be done at his own cost after seeking prior permission of STPI and getting the interior plan approved by STPI.
  12. After completion of the term, LESSEE will hand over the premises in the same condition as it was taken over by him. In case, the LESSEE has done any changes inside the premises then before handing over it to STPI, LESSEE will have to bring it to its original shape. In the event of LESSEE not following this clause, STPI will undertake the same & expenditure thus incurred will be recovered/ adjusted from LESSEE.
  13. The LESSEE shall be permitted to bring into the allotted premises equipment's required for activities of LESSEE. The LESSEE shall further be permitted to being in all the necessary articles needed for running of a Cafe, however, the LESSEE shall not be permitted to bring in any other articles, which is

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

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

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

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

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

Signed for and on behalf of  
Software Technology Parks of India

Witness:  
1.  
2.

Witness:  
1.  
2.