



26/वि०/स्था०/2008 पार्ट

Dated: 11/11/2017

Tender

Bids are invited under Two-bid system for the appointment of agency/firm to manage Bihar Tourism food counter at Dilli Haat on contract having experience of at least two years in providing similar services in this field.

The Schedule of tender is as under:-

SCHEDULE OF TENDER	
Tender ID	02/2017
Name of tender	Selection of agency for running Bihar Tourism Counter at Dilli Haat.
Date of publishing	13/11/2017
Tender Fee	INR.1,000/-(Rupees one thousand)
Earnest Money Deposit	INR.50,000/-(Rupees Fifty thousand)
Last date of submission of BID	Date-28/11/2017 till 03:00 PM
Date of opening of technical bid	Date-28/11/2017 at 04:00 PM
Date of opening of financial bid	Shall be intimated to shortlisted bidders
Contact Detail	8544418256

The MD, BSTDC will have the authority to accept /reject the bid at any time.

Sd/-
Managing Director

Eligibility Criteria

1. The bidder Firm/Company should be incorporated for doing the business of catering/food & beverage/restaurant.
2. Bidder should have a minimum experience of 2(**Two**) **years** in restaurant/catering line.
3. The bidder's average annual turnover in the last three years should be at least **25 (twenty five) lakhs.**
4. The bidder must have the following :
 1. **GST Registration**
 2. **Pan Number**
5. The earnest money of **Rs.50,000/- (Fifty Thousand)** in the shape of bank draft/demand draft in favour of **Bihar state Tourism development corporation Ltd.(BSTDC)** be enclosed with the technical bid.

Envelop "A" Technical Bid

The following documents/proof is to be submitted in a separate envelop (envelop A) mentioned as Technical Bid

1. Certificate of registration/proof of legal status.
2. Balance sheet of the last three years.
3. Experience of minimum 2 (two) years in the restaurant/catering line.
4. Details of minimum 1 catering business whether self-run or franchise.
5. Documents pertaining to GST registration and PAN number

Tender will be evaluated based on the information provided in Technical Bid and shortlisted parties will be considered for opening of financial bid submitted in a separate envelop (envelop B).

Food Stall No.-14 (Fourteen)

For serving Authentic Bihar Cuisine

The food stall no. - 14 having an area of 14 sq. meters has been built in Dilli Haat for setting up of Bihar Food Stall. The food stall no. 14 is offered for a period of 2(**two**) **years** on license fee basis by BSTDC on “**as is where is basis**”. Bidders are advised to see the exact location and area of the Food Stall no. 14 before submitting their offer.

Methodology

- The tender document shall be available for sale for **Rs.1,000/ (One thousand only)** non-refundable, payable at Patna by way of **bank draft** in favour of **Bihar state Tourism Development Corporation Ltd. (BSTDC)** .The tender document can also be downloaded from **BSTDC website**. In this case a non-refundable bank draft of **Rs.1000/-** payable at Patna by way of **bank draft** in favour of **Bihar state Tourism development corporation Ltd. (BSTDC)** should be submitted along with the bid.
- The envelope enclosing the Technical bid should be super-scribed as **“A”** and tender containing the Financial bid should be super-scribed as **“B”**
- Opening of Technical Bid (**Envelop “A”**)
- Short-listing applicants fulfilling the **eligibility criteria “A”**. The Financial Bid of only such applicant will be opened who fulfill the eligibility criteria.
- Opening of financial bids by authorized representatives of BSTDC in presence of the representatives of qualified bidders.

Evaluation of financial offers on the following aspects:

- Annual guaranteed License Fee (AGLF) Amount offered.
- Selection/Short-listing of successful bidder for Food Stall No.- **14** at Dilli Haat. Delhi.
- Licensee will pay the license fee of 1(one) year in advance.
- Invitation to sign legal agreement.
- Signing of legal agreement with the prospective licensee.
- Possession of allotted premises will be made 30 days before start of lease period to enable the successful bidder to set up the Food Stall no. **14** .

A. BSTDC's Obligations

BSTDC's obligations shall be the following:

Power, Water & Other facilities:-

1. The BSTDC shall provide power and water for which payment as per actual consumption would be given by the licensee. Bidders are advised to physically check the location of such points before filling the bid. The rate applicable will be as per Dilli Hatt.
2. All the statutory licenses of local body, health authorities, Police, Delhi Fire Service etc. will be the responsibility of the Licensee. BSTDC would however issue "NOC" for getting such licensees wherever required.

B. Licensee's Responsibility

Notwithstanding anything to the contrary contained in the Tender document. Expressed or implied, the Licensee shall remain at all times exclusively responsible to provide all materials, manpower and equipment that are needed to ensure that the contractual obligations are fulfilled by the licensee to the satisfaction of the BSTDC.

1. That the persons employed by the Licensee shall be the employee of the Licensee who shall alone be liable and responsible for payment of all kinds of wages, salaries, remuneration and other benefits etc. to them without claim or reimbursement from the BSTDC.
2. That the licensee shall not employ men and women below the age of 18 years.
3. That this agreement can be terminated by either party by giving 30 days notice in case of BSTDC & three months' notice in case of the licensee without assigning any reason.
4. That all the correspondence will be addressed to the MD, BSTDC, Patna.
5. That it shall be the responsibility of the licensee to set up gas bank for cooking purposes and the Licensor will only give NOC for such connections wherever required. Any payment of this account shall have to be borne by the Licensee and will not claim any reimbursement from the Licensor. Gas Bank is the responsibility of the party and any clearance required from Civic bodies, Fire Department etc. would be the responsibility of the Licensee. However the Licensor will support.
6. That the licensor shall continue to have all rights and control over the licensed premises as its Licensor, subject to the rights of the Licensee hereunder including the right to inspect the Food Stall by itself or its Authorized Representatives, officers and Employees.
7. That the licensee shall not carry out any material addition or alteration in the Licensed premises, so as to bring any structural change therein with or without any damage thereto. However, the licensee shall be entitled to carry out necessary repairs and or renovations to the existing structure in the licensed premises with prior written

approval of the Licensor, at its own costs and expenditures without having any claim against the licensor.

8. That the licensee shall not store any goods not permitted by law including those of hazardous, explosive, flammable or combustible in nature that may cause risk by fire, explosion or goods/ material which on account of their weight or nature may cause damage to the licensed premises. The licensee shall be liable or responsible for destruction or damage to the licensed premises.
9. That the licensee shall observe abide and comply with all the laws, bye laws, rules and regulations of the Shop and Establishment Act, Prevention of Food Adulteration Act, or provisions of all the laws including the rules and regulations of any local authority in force from time which may be made applicable to the business which the licensee is allowed to carry out under the license.
10. That the allotment is made on license basis and the licensed premises including the building constructed thereon will be public premises within the meaning of public premises (Eviction of Unauthorized Occupants) Act, 1971 or such acts as may be in force from time to time on this behalf. The license will be subject to the jurisdiction/Estate Officer of BSTDC who will have the powers to exercise under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.
11. That the courts of Patna at **Patna shall have jurisdiction to** entertain any application in respect of any proceeding under the license or to entertain any suit in connection with this agreement of license and no other court of any other place shall have jurisdiction to entertain any such application or any suit.
12. That the Licensee shall pay proportionate portion of property tax and ground rent payable by Licensor to the concerned authorities, if levied. The property tax will be in proportion to the area being used by the licensee. The licensee shall also pay statutory taxes, municipal taxes, levies, fees, duties charges etc. GST and all other local and statutory taxes in respect of the licensed premises and to ensure their timely payment under intimation to the licensor.
13. That the **electricity charges** and water charges shall be payable by the licensee on the basis of the **actual consumption** indicated by the sub meter installed by the authority.
14. That the licensee shall not **under let, sublet**, encumber, mortgage, assign or transfer their right and interest or part with possession of the land and building thereof of the licensed premises for sharing therein to any person directly or indirectly. However, the licensor has no objection in allowing and permitting the licensee to hire/ take expertise from outside parties recognized / famous for operations/ specialty cuisines.
15. That the licensee shall handover vacant and peaceful possession of the licensed premises along with all the lands, building, fittings and fixtures to the licensor on expiry, revocation, termination of the license. If the licensee fails to handover the peaceful and vacant possession of the demised premises on expiry or termination / **revocation of the license, the licensor has a right to charge damages for illegal use and occupation of the premises from the EMD deposited.**
16. The licensee shall give local contact addresses and telephone nos. (Including mobile no.) & Email ID of his representatives to the BSTDC so that intimation is sent to the

licensee without any delay and inconvenience to BSTDC.

17. The **license would be for a period of 2 years from date of allotment**. After the expiry of the period of license on termination of license, the Licensee should immediately hand over the vacant possession of the premises to BSTDC
18. The Licensee will have to follow the colour scheme and design for various hoardings/ display boards as approved by BSTDC.
19. BSTDC will support the Licensee in Marketing and Promotion of the stall by mentioning it on the Department website, and including it in various promotional champagne.
20. The License shall be in force for the period stipulated in the license and on expiry thereof it shall be deemed to have been terminated (ipso facto) automatically unless otherwise intimated in writing. Further, the Licensee shall not have any right, either contractual or equitable, to demand any fresh license for another term or to continue the same in preference to any other intending agency.
21. The Licensee shall have no right to sublet the food stall or any portion of the food stall under any circumstances and the licensee shall have no right to use the premises for the purpose other than the purpose food stall is allotted.
22. Notwithstanding anything contained in other clauses of the bid document, if any time during the period of the license is, it is observed that the services are not being run properly by the Licensee or there is any breach of the terms and conditions of license, the BSTDC will assess the position and if it is of the view that the Licensee is violating the terms and conditions of the license or not in a position to run the services strictly as per terms and conditions of license, BSTDC shall terminate the license by giving a notice period of maximum 30 days to the Licensee.
23. All payments under or in terms of the license shall be made in Indian Currency by crossed "**Account Payee**" Demand Draft in favour of "**Bihar State Tourism Development Corporation Limited**" in advance.
24. The Licensee shall be liable to comply with all the rules and regulations in respect of all the labour laws and statutory requirements including safety regulations, which are in vogue or will become applicable in future and regularly submit a certificate to the Licensor regarding compliance of all the statutory requirement under various statutes in respect of persons employed by it.
25. The Licensee shall fully comply with all the applicable laws, Rules & Regulations relating to wages.
26. The Licensee shall be responsible for proper maintenance of all registers, records and accounts so far as these relate to the compliance of any statutory provisions/obligations. The Licensee shall have every right to examine all or any such records and seek its production for the purpose of inspection at any time. The licensee shall be responsible for maintaining records pertaining to payment of wages Act and also for depositing the PF contributions, if required, with authorities concerned.
27. The Licensee shall be responsible for **all the claims of his employees and the employees of the Licensee shall not make any claim whatsoever against the BSTDC**.
28. The Licensee shall keep BSTDC indemnified and harmless from and against all personal and third party claims whatsoever arising out of any act, of omission or commission on part of any of the employees of the Licensee, whether committed, omitted or arising

within or without the scope of the License, as the case be.

29. The **tenders will remain valid for a period of 3 months.**
30. For the running of Food Stall, it is mandatory for the licensee to use only commercial gas cylinders for cooking purposes.
31. The license fee is to be deposited in advance. In case of delay payment @ 18% per annum would be levied by BSTDC besides right to terminate/ revoke the license.

C. Rejection of Bid(s)

BSTDC reserves the right to reject any or all the bids relating to the work under this bid document without assigning any reason whatsoever.

D. Arbitration

In the event of any question, dispute or differences arising between the parties relating to the interpretation and application of the provision of this agreement, such disputes or differences will be resolved amicably with the mutual consultations and on failure to do so shall be referred to the arbitration to the Principal Secretary, Department of Tourism, Government of Bihar. The decision of the Arbitrator to the agreement in this regard shall be final and binding upon both the parties. The parties shall continue to perform their obligations under this agreement during arbitration proceedings. The location for arbitration will be within Bihar. Any dispute shall be subject to exclusive jurisdiction of Bihar Courts.

E .Scope of Work for catering services

1. The scope of work covered under this specification shall include catering of Bihar and other Region cuisine.
2. The standard of catering and services to be provided by the Licensee shall be of excellent quality.

F. Timings

As per the rules & regulations of Govt. of Delhi.

G. Provision of stitched uniform by Licensee

All the workmen engaged by the Licensee shall be provided with uniforms at the cost of Licensee. The colour scheme of uniform will be separate for different categories of staff.

H. Conditions of work

1. Work shall be carried out by the Licensee as per the conditions of the license.

2. Cooking shall be done in the kitchen.
3. Materials used for preparation of food items shall be of the best quality and cooking shall conform to the best standards and hygiene.
4. The Licensee shall ensure proper cleanliness of the area around food stall, pantry and kitchen, including regular sweeping/mopping of the floors with disinfectants, dusting of the furniture, walls etc., regular and quick disposal of vegetable peels, bones of fish/mutton/chicken leftovers and other garbage and papers etc. The Licensee would ensure that there are no rodents/Pest in the premises and ensure proper eradication by best of pest control methods.
5. The licensee shall be responsible for safety and security of all equipment's, fittings, fixtures, gadgets, personal belongings of participants/ guests. Any loss / damage due to negligence on part of the Licensee shall recovered/ deducted from the security deposit of the licensee.

I. Inspection and testing by the BSTDC

1. BSTDC shall be entitled, for regular inspection through any of its representatives of the premises held by the Licensee.
2. If any material, item or component intended to be used for the work is not found satisfactory by BSTDC, the Licensee shall remove such material forthwith from place of storage or usage. The decision of BSTDC or his authorized representative shall be final and binding.

Please Note:

1. Actual physical condition of the stall/ premises location can be seen by visiting the site/premises.
2. Food stall offered in tender can be withdrawn at any time, without assigning any reasons(s) by "MD, BSTDC".
3. Sale/service of cigarette/ bidi, paan, pan masala, gutkka is not allowed/liquor.
4. The annual license fee is to be paid in advance.
5. The successful bidder would be given 30 days' time to make the food stall operational. During this period license fee would not be levied. BSTDC would start charging license fee from the date from which food stall becomes operational or from a period of 30 days from the handing over of the premises, whichever is earlier.

To Be Attached with Financial Bid/ Offer of License Fee (in a separate sealed cover super scribing" Financial Bid")

To,

The Managing Director,

Bihar State Tourism Development Corporation,
Birchand Patel Marg,
R.Block, Patna.

Sub: - Application for granting the license for Food Stall no. 14 for Authentic Bihar and other regional Cuisine, Delhi Cuisine at Dilli Haat, New Delhi.

Sir,

I/We/, am/are now pleased to enclose my/our financial offer for your kind consideration.

I/we hereby declare that I/we understand that:-

- i) In the eventuality of our offer being accepted, we will deposit the guaranteed amount of the license fee for the first year immediately on demand.
- ii) The term of the agreement will be for a period of 02 years.
- iii) Annual license fee offered in the first year's Rs. _____ (Rupees) The percentage of annual increase in the Annual Guaranteed Amount License fee would be **10%**.

(It may please be noted that minimum License fee of Rupees **10 (ten) Lakhs** for the First year + GST as applicable)

The postal address given here below is the postal/communication address in which all the message/documents may be addressed/ sent to us.

Thanking you,

You're faithfully

Name _____

Address _____

Company _____

Tel.No/Mobile No: _____

Financial Bid

Criteria for finalizing the highest bid

The license would be awarded to the bidder whose.

- (i) Monthly license fee/ Annual Guaranteed amount should be indicated.

Please Note:-

While submitting financial bid it may please be noted that GST Tax as applicable would be over and above the monthly license fee.