

Government of Bihar
Department of Art, Culture & Youth
3rd Floor, Vikas Bhavan (New Secretariat)
Patna-800015
Bihar Museum Society, Patna

NOTICE INVITING TENDER FOR CAFETERIA AT BIHAR MUSEUM, PATNA.

Sealed tenders are invited from reputed Firms/ Agencies/ Companies under "Two-bid" system – Technical Bid (un-priced) and Financial Bid (priced) to provide CAFETERIA SERVICES in **Children section at Bihar Museum, Patna** (An Autonomous Organization of Bihar Museum Society, registered under Societies Registration Act, 21, 1860, controlled by the Department of Art, Culture & Youth, Government of Bihar). The selection of the Firm/ Agency/ Company for the purpose will be decided through QCBS (Quality and Cost Based System).

Detailed information of the Tender Document can be downloaded from the website <http://yac.bih.nic.in> or <http://prdbihar.gov.in>. The bidder has to submit non-refundable tender processing fee of Rs. 5,000/- (Rupees Five Thousand only) and Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh Only) through demand draft in favour of BIHAR MUSEUM SOCIETY, PATNA, payable at Patna along with the Technical Bid. EMD will be returned to the all unsuccessful Firms/ Agencies/ Companies after 30 days of finalization of the tender. Tender Document complete in all respects in a sealed envelope is to be submitted by Speed Post/Registered Post only at the Office of **The Director, Bihar Museum, Bailey Road, Patna – 800001**. **No tender will be accepted by courier or by hand.** The tenders received late / tenders without Processing Fee / Conditional tenders / Incomplete Tenders in any respect would be rejected. The Director, Bihar Museum, Patna reserves the right to accept or reject any or all tenders without assigning any reason.

Important Dates for the selection process:

- | | | | |
|---|---|------------|----------------------|
| (i) Date for pre-bid meeting | - | 30/12/2018 | at 3:00 P.M. onwards |
| (ii) Last date for submission of Tender | - | 08/01/2019 | up to 3:00 P.M. |
| (iii) Date of opening technical bid | - | 08/01/2019 | at 4:00 P.M. |
| (iv) Date of opening financial bid | - | | will be informed. |


Venue for pre-bid meeting: Pre-bid meeting will be held at the office of the Director, Bihar Museum, Bailey Road, Patna – 800001.

(Yusuf)
Director, Bihar Museum.

Memo No. - बि०सं० /Children Café/109/2018/1019

Copy to– The Director, Information & Public Relation Department, Bihar with 08 (eight) additional copies of the advertisement and CD for publication in national dailies.

Patna, Dated :- 16-12-2018


(Yusuf)
Director, Bihar Museum

ABOUT THE MUSEUM

Bihar museum, situated at Jawaharlal Nehru Marg near Patna High Court, is a world class museum under control of The Bihar Museum Society (An autonomous body, registered under Society Registration Act – 21, 1860; fully funded by the Department of Art, Culture & Youth, Government of Bihar). The Museum is one of the most prestigious institutions of Bihar, showcasing the facts of culture & civilization of Indian sub-continent in general and Bihar in particular. Initially it has average footfall of about 2500 (Two thousand five hundred) visitors daily and in due course can be potential hangout at Patna.

SCOPE OF WORK

The Canteen/Cafeteria will serve tea /coffee / cold drinks, snacks, high tea and items as per the provided Menu to the visitors, guests Bihar Museum staff attached to the museum, on print price in case of packed items whereas in case of loose edibles / cooked and served edibles/ packed food and takeaways, the price shall be decided with mutual of the contractor and the Museum Management.

Since this canteen /Cafeteria will be specially for kids, special attention shall be given by the service provider to keep in mind to provide hygienic ambience and healthy options with innovative presentations.

Area:

Lunch Room (Children Café and lunch Patio)

Serving Space (Indoor)	-147.00SQM
Serving Space (Outdoor)	-177.00SQM
Kitchen	-58.00 SQM

Area located on Section Drawing with circle vide **Annexure – VII**

Operating Days and Hours: 10.30 AM to 5.00 PM* daily except Monday and other Museum holidays**.

*and** - may change in due course, as decided by the Bihar Museum Society

**TENDER DOCUMENT FOR PROVIDING CANTEEN / CAFETERIA
SERVICES IN CHILDREN SECTION AT BIHAR MUSEUM, PATNA**

Details of Tender Processing Fee (Non- Refundable)-
**Rs. 5,000/- (Rupees five thousand only) Through Demand Draft only In Favour of the Bihar
Museum Society, Payable at Patna on a scheduled Bank**
Demand Draft No. _____ dated drawn on (Bank) _____
(To be enclosed with the Technical Bid)

Last date & time for submission of duly filled-in Tenders:
08/01/2019 up to 03:00 pm.
(Duly filled-in Tender Documents, complete in all respects will be
Received at the Director, Bihar Museum, Bailey Road, Patna – 800 001, Bihar)

(No Tender Document would be accepted after the closing hour and date, mentioned above)

Date & Time of opening Technical Bids:

08/01/2019 at 04:00 pm

Venue for opening Technical Bids:

Office of the Director, Bihar Museum, Bailey Road, Patna (Bihar)

Bihar Museum Society

(An autonomous Organization under the Department of Art, Culture & Youth Government of Bihar,
registered under Societies Registration Act – 21, 1860

BIHAR MUSEUM SOCIETY

TENDER FOR PROVIDING CANTEEN / CAFETERIA SERVICES IN CHILDREN SECTION AT BIHAR MUSEUM, PATNA

NAME OF THE TENDERER (as per Registration Certificate)	
COMPLETE POSTAL ADDRESS, PHONE NOS, EMAIL, WEBSITE OF THE TENDERER (as per Registration Certificate)	

The Bihar Museum Society

TENDER DOCUMENT FOR PROVIDING CANTEEN / CAFETERIA SERVICES IN CHILDREN SECTION AT BIHAR MUSEUM, PATNA

TECHNICAL BID

EMD	Demand Draft No. _____ dated _____ for Rs. 1,00,000/- (Rupee One Lakhs only) draw on a scheduled Bank in favour of Bank) _____ The Bihar Museum Society, Payable at Patna (To be enclosed with Technical Bid)
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COMPANY / FIRM PROFILE

1. Name of the Company / Firm and Complete registered address.
1. (a) Legal Status (Individual, Proprietary firm, Partnership firm, Limited Company or Corporation)
1. (b) Has your company / firm ever changed its name any time? If so, when, the earlier name and the reason thereof?
1. (c) Were you or your company ever required to suspend catering services for a period of more than 06 months continuously after you commenced the catering services? If so, give the name of the contract and reasons thereof.
1. (d) Have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.
1. (e) If a multinational chain/firm/company, provide the name and other statutory details of the Indian Franchisee.

2. Name, Designation and Tel No(s) of the Contact Person
 - Fax No (s)
 - e-mail

3. Year of commencement of Business
4. Statutory Details (Photocopy to be attached) -Registration No of the Firm -PAN -EPF (Employee Provident Fund) Registration No. -ESI Registration No. -Service Tax Registration No. -Food Licence Certificate.
5. Income Tax Assessment Completion Certificates for the financial years 2014-15, 2015-16 and 2016- 17. (In the event of assessment of the years indicated having not been completed the certificate of the latest assessment completed may be enclosed and the reason for non-completion of the assessment for the required years may be indicated).

6. List of present and past clients (Please use separate sheet for each) as per the following format. The information provided will facilitate evaluation of your Technical Bid:

S No.	Name of the organization with complete postal address	Name & designation of the Contract Person with Tel/Mobile No(s)	Date from which the contract was awarded	No. of person deployed by your firm	No. of person served

7. Have your Firm/Company ever been Debarred/Blacklisted/Stopped Operation due to unsatisfactory performance/faulty service/indecent behavior or any other reason. Provide details :

S No.	Name of the organization with complete postal Address, which debarred/blacklisted/stopped your operation	Name & designation of the Contract Person with Tel/Mobile No(s)	Date from which the contract was awarded and terminated	No. of person deployed by your firm	No. of person served

8. Volume of business done during the last three years (please submit documentary evidence) (Rs. in Lakh)

Details of annual financial turnover (gross)	2014-2015	2015-2016	2016-2017

TERMS & CONDITIONS

GENERAL

1. Please read the Terms & Conditions carefully before filling up the document. Incomplete Tender Documents will be rejected.
2. Before submitting the tender, details of documents to be attached may be verified from the Check List of the Tender Document.
3. Tender Document, which is to be downloaded from the website <http://yac.bih.nic.in> or <http://prdbihar.gov.in>, is required to submit a Demand Draft for Rs.5,000/- (Rupees Five thousand only) towards the cost of the Tender Processing Fee (Non refundable), drawn on any Scheduled Bank in favour of **The Bihar Museum Society**, payable at Patna. THIS DEMAND DRAFT IS REQUIRED TO BE SUBMITTED WITH THE TECHNICAL BID.
4. The Tendered must write the name & complete postal address of the bidding firm on the reverse side of the Demand Draft(s).
5. All pages of the Tender Document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the Terms and Conditions of this Tender. Duly filled in tender form should be supported by "Letter of Transmittal" as at Annexure-I of the Tender Document.
6. The Bihar Museum Society (BMS) reserves the right to obtain feedback from the previous/present clients of the Tendered and also depute its team(s) to inspect the site(s) at present contract(s) for on-the-spot first hand information regarding the quality of food and services provided by the Tendered. Decision of BMS with regard to award of the contract will depend upon the feedback received by it from the previous/ and present clients and also from its team(s) deputed for the purpose. The decision of the Institute in this regard will be final and binding on all bidders.
7. Tender shall be submitted in downloaded BMS official tender form only. If submitted in any other manner, the same shall be summarily rejected.
8. Tenders received without the prescribed Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rupees one Lakh only shall be rejected).
9. The services to be rendered by the contractor must not be altered by the bidder.
10. No paper shall be detached from the Tender Document.
11. The name and address of the bidder shall be clearly written in the space provided for the purpose and no over-writing, correction; insertion shall be permitted in any part of the tender unless duly countersigned by the bidder. The tender should be filled in and submitted strictly in accordance with the instructions contained herein; otherwise the Tender is liable to be rejected.
12. The Financial bids submitted by all bidders should be valid for at least for a minimum period of six months from the date of opening of Technical Bids.
13. Person signing the bid or other documents connected with tender must clearly write his/her name and also specify the capacity in which signing.
14. The BMS reserves the right to reject any or all the tenders completely or partially without assigning any reason.

15. All the queries/clarification will be address in the Pre-bid meeting. No Queries/Clarifications after the pre-bid meeting will be entertained.
16. The BMS reserves the right to change any condition of the tender before opening of the Technical Bids. The change in term(s) will however be informed before opening of Technical Bids.
17. The successful bidder will have to enter into an agreement with the Institute as per draft agreement given in Annexure-II before taking charge of the Cafeteria and commencement of the Cafeteria work.
18. Canvassing in any form will make the tender liable to rejection.
19. The successful bidder shall be decided on the basis of QCBS (Quality and Cost Based System), for which 70% and 30% weightage shall be given on Technical and Financial component respectively.

ELIGIBILITY CONDITIONS/ GUIDELINES FOR EVALUATION OF TECHNICAL BIDS

20. Basic Eligibility:

- (a) The applicant should be in cafeteria/restaurant business for a minimum period of five years as on 31.03.2018 or have their presence as a chain at minimum 4(four) "A" class cities in India. Multinational Food/Cafe/Restaurant chains may also apply, but through their franchisee in India.
- (b) The applicant should have own manufacturing and packaging units for Bakery, Sweets and Snacks.
- (c) Experience of having successfully run the restaurant services during the last four years ending 31.03.2018 as per following:
3 similar running work each having not less than 20 persons on its cafeteria/Dining strength.
2 similar running work each having not less than 50 persons on its cafeteria/Dining strength.
1 similar running work each having not less than 100 persons on its cafeteria/Dining strength.
Similar nature of work means the running of the Canteen/ Mess of institutions / organizations / companies / guest houses.
- (d) Average Financial Turn-Over (Gross)

The bidder's average annual financial turnover (gross) in cafeteria/Restaurant services during the last three financial years, i.e., 2014-15, 2015-16 and 2016-17 duly audited by CA should not be less than 50 Lakh. Year in which no turnover is shown would also be considered for working out the average.

- (e) Financial Solvency

The bidder should have a solvency of 10% of the cost of the work. A certificate to this effect may be enclosed from the banker.

(f) Performance Certification

The bidders' performance, as per format at Annexure-III for each work completed in the last three years and in hand should be certified by a responsible person from the concerned organization. The certificate should also indicate the compliance of statutory requirements.

The bidders shall have to give a 5-10 minutes video/PPT presentation of their past performance or the visuals of the Restaurant/Cafeteria being run by their firm or Canteen service being rendered by them.

(d) Tenders received without proper documents, including demand draft, shall be summarily rejected.

For the purpose of pre-qualification, applicant will be evaluated in the following manner:

- I. The initial criteria prescribed in Para 20 above, in respect of years of operation in the business, experience of similar class of work completed and financial turnover will first be scrutinized and the applicant's eligibility for empanelment for the work will be determined.
- II. Team (s) of BMS may visit to the sites of the contractor to inspect the site(s) at present contract(s) for on-the-spot first hand information regarding the quality of food and services provided etc.
- III. The Financial Bid of only those Firm/Company shall be opened who score 50 marks out of 70 earmarked score for the technical component. The detail scoring pattern has been given below –

Company Profile and statutory papers – 5 marks
Experience in Business :- Max.- 15 marks <ul style="list-style-type: none">• 4 Yrs and more in operation-5 marks• 8 Yrs and more in operation-10 marks• 12 Yrs and more in operation-15 marks
Turnover :- Max.- 15 marks <ul style="list-style-type: none">• 50 lakh to 2 crore -5 marks• More than 2 crore to 5 crore -10 marks• More than 5 crore -15 marks
No. of Cafeteria / Restaurant for over 20 person Max.- 15 marks <ul style="list-style-type: none">• 3 to 5 – 5 marks• 6 to 15 – 10 marks• 16 and above – 15 marks
Presentation -20 marks

GUIDELINES FOR SUBMISSION OF TENDER

21. The bids are to be submitted in three parts -
Sealed Technical Bid, along with a Demand Draft for Rs.1,00,000/- (Rupees one Lakh only), drawn on any scheduled Bank in favour of BIHAR MUSEUM SOCIETY payable at PATNA, towards Earnest Money Deposit (EMD) in one sealed envelope super-scribed "TECHNICAL BID FOR PROVIDING CAFETERIA SERVICES AT BIHAR MUSEUM". Tender Document received without EMD will be summarily rejected;
Sealed Financial Bid placed in a separate envelop super-scribed: "FINANCIAL BID FOR PROVIDING CAFETERIA SERVICES AT IN CHILDREN SECTION FOR BIHAR MUSEUM"

The above mentioned envelopes should bear the name and complete postal address of the bidder. Sealed envelopes containing Technical Bid and Financial Bid should be placed in a bigger envelop along with Demand Draft worth Rs.5000/- (Rupees five thousand only), drawn on any scheduled Bank in favour of BIHAR MUSEUM SOCIETY payable at PATNA, towards the Tender Processing Fee. The bigger envelop should have super-scribed "BID FOR PROVIDING CANTEEN / CAFETERIA SERVICES IN CHILDREN SECTION AT BIHAR MUSEUM, PATNA" and should be addressed to The Director, Bihar Museum, Bailey Road, Patna – 800 001. The bidders should write the name of their Firm / Company on the back of the Demand Draft. The Tender Packet will be received at the address given above on or before 08/01/2019 up to **3.00 P.M.** Tenders received after due date & time shall not be accepted.

OPENING OF BIDS

22. The Technical Bids will be opened on 08/01/2019 at 4:00 P.M. in the office of Director, Bihar Museum, Bailey Road, Patna – 800 001 in the presence of bidders who may wish to be present, either in person or through their authorized representatives (duly supported with authorization letter).
23. The Financial Bid of only those Firm/Company shall be opened who score 50 marks out of 70 earmarked score for the technical component, as described above in para 20. The decision of the Bihar Museum purchase Committee to decide the Tender in this regard will be final and no requests etc. will be entertained from the bidders.
24. EMD of the unsuccessful bidders will be returned, without interest, within a period of one month from the date of award of contract to the successful bidder.

EVALUATION OF FINANCIAL BIDS

25. Financial Bid shall not be the sole criteria for award of contract. Under the QCBS system the lowest quoted rate shall be treated as the base rate and shall be given Full marks 30, earmarked for the Financial component, and further marks scored against higher quoted

rates will be calculated in the ratio of the base rate. The marks scored in both the components by a Firm will be added and thus the Firm / Company scoring the highest mark will be declared successful.

PERIOD OF CONTRACT

26. The contract for Cafeteria Services shall remain valid initially for a period of two years. However, in order to evaluate the performance and services of the Contractor, the contract will have probationary period of three months. The contract for the remaining 9 months will be confirmed only if the services and quality of items served by the contractor are found satisfactory during the probationary period. The further 12 months will be extension of services on basis of the track record of past 12 months.

FORFEITURE OF EMD

27. EMD of the successful bidder shall be forfeited if the contractor does not fulfill any of the following conditions:
An agreement is not signed in the prescribed form within ten days of the receipt of the Letter of Award of the Contract;
The Contractor does not commence Cafeteria services within seven days of the stipulated date for commencement of Cafeteria services.
28. **The Contract for award of Cafeteria Services through this Tender shall come into force after issuing Award letter of contract.** If the successful bidder withdraws or alters the terms of the tender during this period, the Earnest Money Deposit shall be forfeited.

SECURITY DEPOSIT

29. The successful bidder will be required to submit with BMS a Fixed Deposit Receipt (in original) made in favor of THE BIHAR MUSEUM SOCIETY for a sum of Rs. 5,00,000/- (Rupees five lakh only) as Deposit on account of Performance Security. The Fixed Deposit Receipt, renewed from time to time, will be retained by the Society for the entire period of the contract and on termination of the contract; the Institute will refund to the contractor the sum of Rs. 5 lakh without interest accrued thereon during the entire period of the contract.
30. If the Contract is terminated by the Contractor without giving stipulated period of notice or fails to observe the terms & conditions of the Tender, Letter of Award for the Contract and the agreement signed by the Contractor with the Museum, the Security Deposit will be forfeited without prejudice to the Bihar Museum Management's right to proceed against the contractor for any additional damages that the Museum suffers as a result of the breach of the aforesaid terms and conditions.

E LE CTRICITY & WATER CHARGES

31. The Contractor will be required to pay to the Museum electricity & water charges on actual basis, for which sub-meters may be installed. Out of the total bills received by the Institute for electricity and water consumption, the amount in respect of the units consumed by the Contractor shall be paid by him to the BMS.

STATUTORY OBLIGATIONS OF THE TENDERER (CONTRACTOR)

32. The Contractor shall be responsible for engaging adequate number of trained/semi-trained manpower required for providing good Cafeteria / Canteen services at Bihar Museum.
33. The employees of the Contractor should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases.
34. The Contractor will, prior to the commencement of the operation of contract, make available to BMS the particulars of all the employees who will be deployed at the Institute's premises for running the Cafeteria. Such particulars, inter alia, should include age/date of birth, permanent address, police verification report and profile of the health status of the employees.
35. The Contractor shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act of Bihar Government and fulfill all other statutory obligations, such as, Employee Provident Fund, ESI, and Service Tax GST etc. in force from time to time.
36. The Contractor shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any unlawful activity.
37. Employment of child labor is strictly prohibited under the law. Therefore, the Contractor will not employ any child.
38. In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the BMS by any individual, agency or government authority due to acts of the Contractor, the Contractor shall be liable to make good/compensate such claims or damages to the Museum. As a result of the acts of the Contractor, if the Museum is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the Museum or the Museum reserves the right to recover such amount from the payment(s) due to the Contractor while settling his/her bills or from the amount of Security Deposit of the Contractor lying with the Bihar Museum.
39. The Contractor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cafeteria place, dining hall and surrounding etc.
40. The Contractor shall at all times keep indemnified the principal employer, namely, Bihar Museum, head of the Organization and its officers and designated concerned staff for and against all third party claims whatsoever (including property loss and damage, personal accident, injury or death of any person) and/or the owner and the Contractor shall at his/her own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act / Fatal Accident Act, Personal Injuries, Employees State Insurance Act, PF Act, etc. in force from time to time.
41. The Canteen / Cafeteria staff shall be issued Identity Cards bearing photographs. The contractor shall provide sufficient sets of Uniforms and pair of shoes to his employees and shall ensure that they wear them all times and maintain them properly.
42. The Contractor shall be personally responsible for conduct and behavior of his staff and any loss or damage to Institute's moveable or immoveable property due to the conduct of the Contractor's staff shall be made good by the contractor. If it is found that the conduct or efficiency of any person employed by the Contractor is unsatisfactory, the Contractor shall have to remove the concerned person and engage a new person within 48 hours

of intimation by Bihar Museum. The decision of the Museum's designated officer in this regard shall be final and binding on the Contractor.

43. The Contractor shall not appoint any sub-contractor to carry out his obligations under the contract.
44. The Contractor shall keep the Cafeteria and its surrounding areas clean and up to date sanitation every day after the services are over and during service hours also. The cleaning includes cleaning of kitchen, Cafeteria hall, floor, counter, benches, tables, chairs, etc. Bihar Museum management will have 24-hour access to inspect the Cafeteria premises at any time for ensuring the cleanliness and hygienic conditions of the Cafeteria's kitchen and dining hall premises
45. The Bihar Museum reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold in the Cafeteria. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the Contractor.
46. The Contractor shall get the prices of all items approved by the Bihar Museum and no changes, what-so-ever shall be made without prior written approval of the Bihar Museum. The amounts approved shall be properly displayed in the Cafeteria area.

OTHER OBLIGATIONS OF THE CONTRACTOR

47. The Contractor will use only branded raw material for preparation of items. The permissible brands of various items are given in Annexure- IV. In case of unavailability of a particular brand, it may be replaced with equally good brand with approval from the BMS.
48. Tendered should have his own units especially for manufacturing of Sweets, Bakery & Snacks.
49. Tendered should have automatic packing unit for Sweets, Bakery, Snacks and Food.
50. The Museum will provide to the Contractor space for storing raw material, kitchen area with equipment's as per list provided in Annexure- V for heating, cooling and preservation of perishable items, sitting and serving space, etc.
Pipeline for LPG supply have been installed in the Canteen Kitchen area. Gas Charges and its connection shall be paid by the contractor
51. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipments provided by the Institute are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the Contractor, failing which the same will be got done by Bihar Museum at the contractor's risk and cost. In this regard, the decision of the designated officer of Bihar Museum shall be final and binding on the Contractor.
52. All work shall be carried out with due regard to the convenience of Bihar Museum. The orders of the concerned authority shall be strictly observed.
53. The Contractor will deploy adequate manpower for work during late hours, if required only after the approval from BMS.
54. The Contractor should be in a position to serve the menu and provide packed items, packed food/Takeaways as per list given in Annexure - VI. There may be some change, but with prior approval of BMS.

55. The Contractor shall install his electronic fly – kill / insect repellent equipment, emergency lighting / gas and fuel supply at his own cost.
56. Storing/ supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the Museum's campus, including Canteen / Cafeteria. Any breach of such restrictions by the Cafeteria Contractor will attract deterrent action against the Contractor as per statutory norms.
57. No minimum guarantee will be furnished to the Contractor towards consumption of food items.
58. The workers employed by the Contractor shall be directly under the supervision, control and employment of the Contractor and they shall have no connection what-so-ever with Bihar Museum. BMS shall have no obligation to control or supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against BMS for employment or regularization of their services by virtue of being employed by the Cafeteria Contractor, against any temporary or permanent posts in BMS.
59. The Contractor shall ensure that either he/she himself/herself or his/ her representative is available for proper administration and supervision at the works to the entire satisfaction of the Bihar Museum.
60. The Contractor will bring his own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs etc., in sufficient quantity as needed to maintain the Cafeteria services in addition to what is provided for by BMS.
61. The Contractor shall not use the canteen / Cafeteria premises for any other activity except for the purpose for which it has been provided for.

PAYMENT

62. The payment in respect of official bills of the Museum submitted in duplicate by the Contractor shall be released on receipt basis subject to fulfillment of obligations by the Contractor imposed under various laws, Rules & Regulations, etc. applicable from time to time and after scrutiny of authorization for supply at the prices offered by the contractor. Any supply of food items without proper authorization by the designated authority of Bihar Museum will not be paid for. Income Tax, as applicable at the prevailing rates, will be deducted at source.
63. In the event there is any query, objection, delay or dispute with regard to any bill or a part thereof, the Contractor shall not be entitled to any interest to be paid by the Bihar Museum for late payment.
64. All payments and receipts would be rounded off, i.e., paise 50 or above will be rounded off to the nearest higher rupee and paise less than 50 shall be ignored.

TERMINATION OF THE CONTRACT

65. The Contract can be terminated by either party, i.e., BMS or the Contractor, after giving three-month notice to the other party extendable by mutual agreement till alternate arrangements are made. However, BMS reserves the right to terminate the contract without giving any notice in case the Contractor commits breach of any of the terms of the contract. BMS's decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.
66. On termination of the contract, the Contractor will hand over all the equipments/furniture/articles etc., supplied by BMS, in good working condition, back to BMS. If any damage found, the same will be recovered/ adjusted in the bills.