



**Bihar State Tourism Development Corporation Ltd., Patna
(A Government of Bihar undertaking)**

Beerchand Patel Path, Patna- 800 001
Phone :- +91-612-2222622 Fax No:- 0612-2506218
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**Tender for operation of a Floating Restaurant on Public Private Partnership
mode by Bihar State Tourism Development Corporation Ltd.,
(BSTDCL)Patna at Gandhi Ghat Patna**

COST OF TENDER FORM: ₹ 2,000.00 (Non-refundable)

बिहार स्टेट टूरिज्म डेवलपमेंट कॉरपोरेशन लि०

Bihar State Tourism Development Corporation Ltd.

वीरचन्द पटेल पथ / Beerchand Patel Path, पटना / Patna- 800 001

दूरभाष / Phone : - +91-612-2222622 फ़ैक्स नं० / Fax No: - 0612-2506218

CIN: U63040BR1980SGC001486, Web: www.bstdc.bih.nic.in E-mail: contactbstdc@gmail.com



File No. 816/16/T.T./1406/18

Dt.- 26.09.18

Tender Notice

Bihar State Tourism Development Corporation Ltd. Patna invites proposal from experienced Private Ltd. company/Public Ltd. Company/LLPs in the form of Technical Bid & Financial Bid (two bid system) for operation of Floating Restaurant on Public Private Partnership mode at Gandhi Ghat, Patna

Process of Tender:-

Sl.	Particulars	Details
1	Date of Downloading Tender	25.10.2018
2	Date of Pre-Bid meeting	10.11.2018
3	Last Date and Time for Submitting Tender	23.11.2018 up to 3:00 PM
4	Date and Time for opening Technical Bid	23.11.2018 up to 4:00 PM
5.	Date and Time for opening Financial Bid	Date-To be informed later.
6.	Price of Tender (non refundable)	Rs 2,000/-
7.	Earnest Money Deposit	Rs. 1,00,000/-

- Licensing shall be for a period of 10 years.
- Interested experienced Private Ltd. company/Public Ltd. Company/LLPs from the related field can download the tender form and other particulars from the website:-
www.bstdc.bih.nic.in of Bihar State Tourism Development Corporation Ltd. Patna.
- Earnest money deposit and Tender fees will be paid through separate demand drafts or Bankers cheque in favor of Bihar State Tourism Development Corporation Ltd.
- The tender will be not accepted without requisite EMD.
- Managing Director BSTDC at discretion may reject any or all of the bids without giving any reason thereof.
- For detailed information Mr. Gaurav Kumar, Manager, Lease, may be contacted on Mobile no- 85444-18405.

Sd/-
General Manager

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1. Background and other Information

1.1 Bihar State Tourism Development Corporation Limited is a fully Owned Company of the Government of Bihar, having registered office at Beerchand Patel Path, Patna – 800001 (the "Corporation") is engaged in the development and promotion of tourism in the State of Bihar. It has 16 units across the State of Bihar. The address may be seen on the official website of the Corporation bstdc.bih.nic.in

1.2 The Bihar State Tourism Development Corporation Ltd., Patna (BSTDCL), herein known as "the Authority" is engaged in focused development of tourism across the state, and as a part of this Endeavour invites proposal from experienced Private Ltd. company/Public Ltd. Company/LLPs for operation of Floating Restaurant.

2. Definitions

In this tender document, unless the context otherwise requires or provides for, the following words and expressions shall have the meanings as are hereinafter respectively assigned to them:

- a. "Authority" or "BSTDCL" shall mean Bihar State Tourism Development Corporation Ltd., Patna;
- b. "Turn-over" shall mean the sales volume / revenue from the business over a particular period of time.
- c. "Bid" shall mean the bid submitted by a Bidder;
- d. "Bidder" shall mean such Pvt./Public Limited Company./LLPs which (as the case may be) has submitted an application / bids pursuant to the tender;
- e. "Bid Due Date" shall mean the last date for submission of Bids,
- f. "Business Day" shall mean such day on which the offices of the Bihar Government are open for work;
- g. "Letter of Award" shall mean the letter issued to the Successful Bidder by BSTDCL.
- h. "Contract" or "Agreement" shall mean the contract which shall be executed between authority and the successful bidder;
- i. "Person" shall mean a company incorporated in India;
- j. "Successful Bidder" or "Preferred Bidder" shall mean the Bidder whose Bid has been accepted by authority and has been issued a letter of award and may be subsequently termed as Licencee, Operator or Contractor.
- k. "Technical Requirements" shall mean the technical conditions, as set out in Section 6, that are to be satisfied by a bidder.
- l. "Tender" shall mean this tender document issued by authority along with all annexures and schedules hereto and any other information/documents attached hereto and shall also include any modifications, amendments, alterations or clarifications thereto Issued from time to time

3. Instructions to Bidders

- 3.1 Sealed tenders are invited from the experienced Private Ltd. company/Public Ltd. Company/LLPs for operation of Floating Restaurant on Public Private Partnership mode at Gandhi Ghat, Patna which fulfill the technical requirements.
- 3.2 Tender can be downloaded from the websites: www.bstdc.gov.in/tenders before the Bid due date. The bidders are requested to submit the tender fee in form of the demand draft along with the Bids, and all bidders are required to follow the bidding process as mentioned on the website and are required to submit their technical bids in the hard copy on the communication address as mentioned, and the Financial Bid to be submitted in separate envelope as mentioned. The price bid shall not be submitted with the technical bids. If Price Bid is submitted along with Technical Bid, it will lead to disqualification of the bidder.
- 3.3 The Bidders are advised to physically visit and inspect, the site of operations locale and other conditions which are likely to affect the bidding , and future operarions of the Floating Restaurant.
- 3.4 Bids should be submitted on or before the bid due date and should be in the prescribed forms/formats as mentioned in this tender The bids should be sent in wax-sealed covers respectively super-scribed as "TECHNICAL BID for selection of operator for Floating Restaurant" and PRICE BID are to be submitted in the separate envelope super scribed as "Financial Bid. as mentioned as per the process. Document along with the demand draft towards tender fee and EMD should be put in a large envelope and wax-sealed. Sealed bids can be submitted by Courier/Hand delivery or sent by registered post at the following address:
Bihar State Tourism Development Corporation Ltd., Patna
R-Block Beerchand Patel Path, Patna- 800 001
www.bstdc.gov.in
- Bids not in the prescribed forms/formats will be summarily rejected.
- 3.5 Physical bids shall be accepted only during working hours from 10:30 A.M to 05:00 P.M on business days up to the bid due date. Bids received after the bid due date shall be rejected and shall be returned unopened.
- 3.6 In the event a qualified bidder wants to withdraw the bid, the EMD of such bidder shall be forfeited.
- 3.7 Bidders are **directed** to fill all information clearly and legibly in typed format **including the price quoted in the Price Bid. No handwritten Bid will be entertained & such bid may be summarily rejected.**
- 3.8 The EMD's of all unsuccessful Bidders (other than such Bidders who are Bids have been rejected/fail in test of responsiveness/have submitted incomplete bids) will be refunded, without any interest, after the Letter of Award has been accepted by the successful bidder.
- 3.9 The EMD will not carry any rate of interest.
- 3.10 As per evaluation process mentioned in section 5 of this tender, the qualified bidder that has been declared as successful bidder/ preferred bidder shall be issued the Letter of Award .
- 3.11 The successful bidder shall be required to submit the Letter of Acceptance to the authority within 7 days of issuance of Letter of Award. Failing which the Letter of Award shall stand withdrawn without any liability on BSTDCL and the EMD of such bidder shall stand forfeited.
- 3.12 The successful bidder shall be required to sign the Licence Agreement within 15 days of acceptance of Letter of Award. The successful bidder shall be liable to fulfill the following obligations as a precondition of signing of Licence Agreement:
- (i) Payment of Licence Fee shall have to be paid in advance i.e. within 15 days from the receipt of letter of Award.
 - (ii) Submission of requisite unconditional / irrevocable Bank Guarantee equivalent to 1 year Licence Fee has to be given and this Bank Guarantee shall be kept renewed during the currency of license period.
- Failing to fulfill the aforementioned obligations, the Letter of award shall stand withdrawn without any liability on BSTDCL and the EMD of such bidder shall stand forfeited.
- 3.13 Bidders should note that:
- (i) If they withdraw their Bid after their technical bid has been accepted, or
 - (ii) In case successful bidders fail to execute the Licence Agreement within 15 days.
- from the date of receipt of the Letter of Award, or

(iii) If they conceal any material information or make incorrect and misleading statements or misrepresent facts in their Bid, or

(iv) Try to influence BSTDCL or any of its officials in relation to the evaluation of bids;

BSTDCL shall have the right to forfeit their EMD and blacklist them from participating in any future tenders issued by BSTDCL.

- 3.14 Bids shall remain valid for a maximum period of 180 days from the date of opening of the price Bid.
- 3.15 BSTDCL reserves the right to accept or reject any bid at its sole discretion and without assigning any reason.
- 3.16 BSTDCL may, at its sole discretion, extend the bid due date and amend the tender by amending the tender documents. In such a case, all rights and obligations of BSTDCL and bidders previously subject to the bid due date will thereafter be subject to the bid due date as extended.
- 3.17 During evaluation of bids, BSTDCL may, at its discretion, ask a Bidder for further clarifications and/or information. The request for clarification and the response thereto shall only be in writing. The Bidder shall have to reply to the clarification within 7 Business days from the date of receipt of the request failing which the bid of such a bidder shall be rejected and BSTDCL shall have the right to forfeit the EMD of such bidder.
- 3.18 Bidder shall provide self-attested Certificate that he is not blacklisted.**
- 3.19 The bidder shall provide information on any current or pending litigation or arbitration separately.**
- 3.20 Bidder shall not be allowed to participate in bid who is earlier defaulter in Payment of Licence Fee / other dues to BSTDCL. as on date of Advertisement of the Tender.**

4. Terms & conditions

General

1. The decision to award contract shall be based on the twin criteria of fulfilling the technical Eligibility Condition as given herein and the Highest Amount offered to BSTDCL as Licence Fees, which will be paid in Two half yearly installments 15 days before the the beginning of the corresponding period.
2. The capacity of the Floating Restaurant should be 100 persons approx. (Minimum number should be 80)
3. The vessel should not be more than 15 years old on the date of beginning of the operation
4. The Floating Restaurant has to be brought in by the successful bidder at his own cost, liability and risk.
5. The license / approvals / clearances / inspections required to be done for the operation of a Floating Restaurant at Ganaga Ghat, Patna in the State of Bihar is entirely the responsibility of the successful bidder.
6. The operations of the Floating Restaurant should start within a maximum period of 2 (two) months from the date of award of the tender.
7. The facilities of the Corporation with regard to the availability of jetty for the passengers to board and alight from the vessel shall be provided on "as is where is basis".
8. Ticket booking counter etc. shall also be available for use by the operator on "as is where is basis".
9. The maintenance, further improvement, repairs etc. shall be carried out by the successful bidder to all these structures as per the consent of BSTDCL.
10. The Successful Bidder may run the operations depending on the weather, stream, water current, as may be considered safe for operation.
11. The services of the Floating Restaurant should be available in such a way so as to attract maximum tourists to this facility.
12. The vessel should be in Good operational/ presentable condition at the time of commissioning at Gandhi Ghat, Patna.
13. The vessel shall be inspected by a committee duly constituted for the purpose and shall be approved for operations based on the report of the Committee.
14. BSTDCL reserves the right to award concurrent contract, i.e. a similar contract to another operator to operate the Floating Restaurant at the same time which the successful bidder is running his operations. However during the initial period of three years the exclusivity of operations may be accepted if requested for by the Licensee. The clause of exclusivity is not applicable on the department run operations of BSTDCL.
15. BSTDCL also reserves the right to operate similar, larger or smaller boat/ vessel/ ship/ liner departmentally or through a Licensee/ lessee as it may deem fit and appropriate for identical operations.
16. All expenditures incurred on the improvements repairs etc. whatsoever even if on the request of BSTDCL shall be exclusively borne by the Licensee, No reimbursement will be allowed on any account.
17. Nomenclature of the vessel shall be as per the approval of BSTDCL.
18. The vessel shall have the logo and name of BSTDCL displayed prominently. The styling and mode of Display shall be as per the approval of BSTDCL.
19. The Licencee will have to remit the Licence fee in half yearly installment within 15 calendar days from the date of receipt of **letter of Award**. Further relaxation of due date will not be entertained at any cost.

20. All future payments of licence fees shall be payable atleast 15 days before the beginning of the six months period for which it pertains.
21. The Licencee will deposit one years licence Fee with BSTDCL in cash or in the form of bank Gurantee which will be kept valid during the currency of the Contract at the current rate of licence fees. It is solely the responsibility of the licensee to keep the Bank guarantee valid throughout the period of the contract failing which the contract shall become invalid without any further notice.
22. The Bank Guarantee shall be unconditional and the Licencee shall not raise any protest or demur or the BSTDC shall not be called upon to prove damages etc as a condition precedent for invoking the Bank Guarantee.
23. The licence Fee shall increase @5% per annum on the fees for the preceeding year. For example if the fees for year 1 is Rs. 100. The schedule of fees for successive years will be as follows :

Year	Fees	Increase	Amount
1	100	-	100
2	100	5	105
3	105	5.25	110.25
4	110.25	5.5125	115.7625
5	115.7625	5.788125	121.5506

24. IN the event of Failure to pay the fees in time or revalidating the bank guarantee if expired, BSTDCL has the right to cancel the licence arrangement forthwith and forfeit the Bank Gurantee or whatever amount is there with the authority.
25. IN the event of the cancellation of the contract the licensee shall be required to clear all its dues, remove the vessel from the ghat / jetty and discontinue the services. Failing which BSTDCL shall be free to take action to seize the vessel and recover its dues by the process it may deem fit. It may take action to operate / auction or allot the vessel to another party at terms and conditions it may deem fit at the risk and cost of the licensee.
26. The Licencee if he so requires by advance permission may keep the operation of the vessel suspended for the regular or special service, maintenance and repairs for a reasonable period of time required.
27. The Licencee is liable to pay all taxes and any statutory fees required. There will be no reimbursement of any kind to the Licencee.
28. The Licencee shall obtain necessary FSSAI permissions and ensure all complinaces to serve Food and Beverages in the vessel.
29. The Licencee shall keep BSTDCL apprised of the number of tickets sold, reservations made and sales by way of agreed Management Information System.
30. BSTDCL has the right to enter the vessel at all reasonable times for inspection.
31. The Licencee shall keep the passengers, vessel and the passengers' property insured through comprehensive insurance policy against riot, flood, fire, earthquake, accident and all other eventualities. The entire responsibility will lie wholly and solely on the Licencee in all situations. Further, the Licencee should keep the vessel under supervision all the time to prevent any loss of property or life. In the event of any unforeseen /mis happening BSTDC will not be a party to the same nor any legal claim shall arise against it. In case the Corporation is compelled to pay any amount, it will be charged to the Licencee by way of deduction from any of the dues or security amount.
32. The Licencee shall ensure complete legal compliance at all times by his representatives and staff with regard to laws and rules applicable in this regard.
33. If there are any changes in the Management term & condition subsequent to the starting of the bidding process and before the signing of agreement, the additions/modification/deletion of the conditions mentioned in Licence Agreement shall remain binding on the preferred bidder.
34. If the Licencee chooses to exit the contract agreement, the Licencee shall be liable to serve a 3 months' notice to BSTDCL. On acceptance of the notice period by BSTDCL, Licencee shall be allowed to exit. However, BSTDCL shall forfeit the bank guarantee in this case. The Licencee shall

ensure that the property remains operational during the notice period.

35. In case the Licencee commits breach of any of the terms and conditions and stipulation herein contained on the part of the Licencee to be observed and performed, then BSTDCL shall issue a notice in writing to the Licencee to set right or rectify the breach or omission of any of the terms and conditions and in case of noncompliance on the part of Licencee within 30 days of the receipt of such notice, this agreement at the option of the BSTDCL may be terminated. Bank Guarantee in such case shall be forfeited and Licencee shall have to discontinue the operations and remove the vessel from the jetty / ghat. In case of breach in payment of Licence fee within stipulated time, the Authority shall have the right to forfeit the agreement with immediate effect and the Licencee shall have to close the operations with Immediate effect.
36. In case of any dispute, the Parties will refer the dispute to an Arbitrator with mutual consent in accordance with the provisions of the Arbitration and Conciliation Act 1996 and the parties agreed to abide by the decision of the Arbitrator. All the arbitration shall be subject to the courts of Patna Jurisdiction.
37. The Licencee is allowed to charge market driven rates/tariffs to ensure popular usage of the facilities, nonetheless the same shall be decided in consultation with authority from time to time. The tariff will also not be changed more than once in six months.
38. All signage designs shall have to be approved by Authority. The Licencee shall bear the license/permission fee of the municipal Corporation/ Municipality /Nagar Panchayat or any other authority in this regard.
39. The Licencee must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The Licencee shall engage only such workers, whose antecedents and character have been thoroughly verified.
40. The Licencee will not sell Prohibited drinks, liquors to the guest during service of Food and Beverages. If found the Bihar State Tourism Development Corporation Ltd., Patna cancel the agreement & forfeit the bank guarantee submitted. The premises will be no smoking zone and Tobacco free zone.
41. Sufficient No. of smart, courteous, disciplined staff should be deployed in clean uniforms.
42. The Floating Restaurant should be operated regularly as the weather, stream speed, flow of water etc. permit in the best judgement of the Licencee and his trained staff on all seven days of a week.
43. Proper safety and security should be provided to safeguard the vessel during operations.
- 44. Safety & Security**
 - Life vests should be available and should be utilized regularly for all the passengers and staff of the cruise when on Floating Restaurant.
 - Adequate Trained Life guards should be deployed on regular basis when the vessel is operating.
 - Well designed Fire and emergency procedure should be formulated to ensure safety and security of the passengers and crew and should be prominently displayed.
 - Provision for emergency exit should be well defined and marked prominently.
 - It should be mandatory to inform all the passengers of the safety precaution to be taken and demonstration drill to be followed in the event of any mis happening at the beginning of the journey.
 - First Aid Medicine Kit should be kept in the vessel to cater for any emergency.
- 45. Eco-friendly Practices**
 - Waste Management - In addition to adhering of Bihar Pollution Control Board (BPCB) norms on waste management, the Licencee must use suitable collection and disposal of solid waste emanating from the facility. The provision required to be made for liquid waste management should be invariably followed.
 - Plastic bottles/wrappers should not be thrown in to the river or the premises.
 - Bio diversity of the river should not be hampered.

46. Ancillary Areas

- All such areas should be not only cleaned but should be painted and spruced up on regular intervals.
- All areas in the main deck and around should be well maintained

47. In case of any ambiguity with respect to any terms and conditions/ confusion or non existing condition the decision of MD BSTDCL shall be final.

Evaluation Parameters for Short listing of Bidders

The bidder's competency and capability is proposed to be evaluated on the basis of below mentioned eligibility criteria:

Eligibility Criteria:

For operation of Floating Restaurant at Gandhi Ghat, Patna under Public Private Partnership :

1. A Bidder can be a Private Limited company/Public Ltd. Company/ LLP established as per the applicable laws.
2. The bidder shall be either owner or operator of cruise vessels, Ships, Cruise Liners, Aquatic Sports Vessels, Motor Boats, or similar other ventures. The bidder should at least have an experience of 5 years. Respective ownership/management/ operations work order/ proof of such experience is to be submitted.
3. The average annual turn over of the bidder shall be minimum of ₹ 2 crores during last preceding three financial year including the year up to 2017-18 from such a similar business. CA's certificate to be submitted as a support thereof.
4. **Bids from Joint Ventures and Consortium are not allowed.**

Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the project site/project facility and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of logistic facilities required for such an operations like water and other utilities, access to locations. Handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

It shall be deemed that by submitting the Bid, the Bidder has visited the site and has ascertained the site conditions, locations, climate, availability of infrastructure and other applicable laws and regulations of the state.

Price Bid:

Price bid of only those bidders will be opened who qualify all the mentioned eligibility criteria.

Bidders shall have to quote annual Licence fee offered to BSTDCL, Qualified bidder offering Highest Licence Fee per annum shall be preferred bidder and will be awarded the contract.

Notes:

- 1. The technical bids shall have to be submitted in a cover letter clearly stating the nomenclature of the bid and Index page.*
- 2. The Price Bids shall not be submitted along with the Technical Bids. It shall be submitted only in separate envelope.*

If the Price bids are submitted with the technical bids, it will lead to Disqualification of the Bidder.

- 3. The Price quoted in the Price Bid shall be in clear & Legible TYPED FORMAT both in terms of figures & words.*

5. Evaluation Process

Opening of Bids

1. The authority shall open the Technical Bids on the date, place and time mentioned in Section 1 of this tender document and in the presence of the Bidders who chose to attend.
2. The authority will subsequently examine and evaluate the bids in accordance with the provisions set out in the tender. Subject to the terms of this tender, the bids received shall be evaluated sequentially in the following three steps:
 - Stage0: Test & Responsiveness
 - Stage1: Evaluation of Technical Bid
 - Stage2: Evaluation of Price Bids
3. It is hereby clarified that Technical Bids of only those bidder(s) who qualify Stage 0 shall be considered for evaluation in Stage 1 **& only those bidder (s) who qualify eligibility criteria of stage 1 shall be considered for evaluation in stage-2.**
4. On evaluation of Technical Bids, respective assessment towards eligibility criteria shall be conducted. Only those bidders who are found eligible as per the eligibility criteria shall be considered for price bid opening and the price bids of only those Bidders shall be opened.
5. The bidder will be deemed to have understood and agreed that no explanation or justification on any aspect of the bidding process or selection will be given. Any information contained in the bid shall not in any way be construed as binding on the authority, its agents, successors or assigns, but shall be binding against the bidder if the project is subsequently awarded to it on the basis of such information. Or any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein. The authority may, in its sole discretion, exclude the relevant project from evaluation of the respective Bidder's Eligibility Bid.

Stage 0: Test of Responsiveness

Prior to evaluation of the documents contained in the Technical Bid envelope, the authority shall determine whether each bid is responsive to the requirements set out in this tender. A bid shall be considered responsive only if:

1. It is received as per the formats prescribed.
2. It is received by the Bid due date including any extensions thereof. It is signed, sealed, bound together and marked as stipulated in the document.
3. It contains information in formats same as those specified in this Tender
4. It contains the necessary documentary proof as specified in the checklist mentioned.
5. It does not contain any condition or qualifications, and it is non-responsive in terms hereof.

6. Checklist for Technical Bid

Bids must be accompanied with the following documents:

- (i) Cover letter stating details about the applicant
- (ii) Index page marking the contents of the bid
- (iii) Documentary proof, where applicable, as evidence of satisfaction of the Technical and Financial requirements as stated
- (iv) Bidder shall submit a copy of the tender document with each page manually signed by the Bidder;
- (v) Earnest Money Deposit (“EMD”) per location, shall be paid by way of a crossed demand draft drawn on any nationalized bank or scheduled bank payable at Patna. The demand draft should be drawn in favour of “Bihar State Tourism Development Corporation Ltd., Patna ”;
- (vi) Non Refundable Tender Price of Rs. 2,000 shall be paid by way of a crossed demand draft drawn on any nationalized bank or scheduled bank payable at Patna. The demand draft should be drawn in favour of “Bihar State Tourism Development Corporation Ltd., Patna ”;
- (vii) Copies of all tax registrations;

Note:

- a. All the above mentioned documents shall be submitted along with the Technical Bids in hard copy on the date specified of the tender document. In the absence of documents, the bids are liable to be **disqualified**.
- b. The Price Bids shall not be submitted with the technical bids. The Price Bids are to be submitted separate envelope. **The price quoted in the Price Bid shall be in clear & legible TYPED FORMAT Both in terms of figures and words. If any bidder submits the Price Bid along with the Technical Bid, the bids are liable to be disqualified.**

7. Schedule 1: Technical Bid Format:

Section 1:

- 1.1 Cover Letter introducing Name of Organization, core work area, experience and location of Bid
- 1.2 Affidavit cum Declaration stating fulfilling the technical and financial qualifications submitted as part of tender (same should be on a stamp paper signed by the authorized signatory)
- 1.3 Copy of tender document, with each page stamped and manually signed

Section 2:

- 2.1 Respective ownership documents /management contracts / operations work order to be submitted.
- 2.2 In reference to the above submitted details, details of existing operations in the related fields may be submitted.
- 2.3 Details of Turnover in the form of CA Certificate and other respective documents may be submitted

Section 3:

- 3.1 Demand Draft in favour of "Bihar State Tourism Development Corporation Ltd., Patna " towards Tender Fee and Demand Draft in favour of "Bihar State Tourism Development Corporation Ltd., Patna " towards EMD.

Notes:

- The Above Mentioned documents and demand drafts should be kept in one single envelope of Technical Fees
- The price Bid should be sealed in a separate envelop.
- Technical Bid and Price Bid Envelopes should be individually sealed and should be kept in one single envelope for submission

Schedule 2: Format for Price Bid

This Format is only for indicative purpose. The format will be available on the BSTDCL website at the time of filing of bids.

Date:.....

To,
Managing Director
Bihar State Tourism Development Corporation Ltd., Patna
R-Block, Beer Chand Patel Path, Patna 800001

Re: Price Bid for Operation of Floating Restaurant on Public Private Partnership basis on Gandhi Ghat at Patna.

Dear Sir,
In response to the tender document, We hereby quote the 'Price Bid' for payment of Licence Fees to the authority as under

Price offered for Licence Fee for one year is ₹ (Rupees.....) per year with 5% increase per year on the fees of preceeding year which is exclusive of applicable taxes and duties, levies, VAT etc. The price offer quoted here above is valid for 180 days from the date of opening of the price bid.

We hereby certify and accept the following:

1. The Licence Agreement will be for a period of 10 years
2. The Price offer quoted above is the annual Licence Fee payable for 10 years with 5% increase per year on the fees of preceeding year.
3. We as a Bidder has inspected the premises and acquainted myself before Bidding about the prevalent conditions.

We certify that We have gone through the Tender document and We have understood and agreed to the terms and conditions as mentioned in the tender document.

We declare that the information stated above and enclosed is complete and absolutely correct and any error or omission therein, accidental or otherwise, as a result of which our Bid is found to be Non-responsive will be sufficient for the authority to reject our bid and forfeit our EMD in full. We will abide by the above offer/quote and terms & condition of the tender document for the Licenscing arrangement for the operation of Floating Restaurant if the authority selects us as the preferred bidder.

Yours faithfully,

(Signature of Authorized Signatory/representative of Bidder)
(Name, Title, Address, Date)

Format for Covering letter (Letter of Application)

(To be submitted on letter head of the Bidder)

Date: _____

To,

General Manager,
Bihar State Tourism Development Corporation Ltd., Patna
R- Block, Beer Chand Patel Path
Patna, Bihar -800001.



Sub: Submission of Application for Licencing Arrangement for operating Floating Restaurant at Gandhi Ghat, Patna
Sir,

In response to the tender for selection of operator for Licensing arrangement for the operations of Floating Restaurant at Gandhi Ghat, Patna by BSTDCL.

After going through all the information and terms and conditions given in the tender document including addendums (if any), we are submitting our application for being shortlisted for the assignment.

1. The required general information and details along with supporting documents are enclosed along with this application. The undersigned declares that the statements made and the information provided herein are complete, true, and correct in all aspects. This application shall be valid for 180 days from the application due date.
2. We acknowledge that BSTDCL will be relying on the information provided in this application and the documents accompanying such application for pre-qualification of the applicants for the aforesaid project, and we certify that all information provided in the application and in the Appendices and Annexure are true and correct, nothing has been omitted which renders such information misleading and all documents accompanying such Application are true copies of their respective originals.
3. We declare that we have submitted only one application for the RFQ.
4. All the required documents as per format provided in appendices of the Tender document, duly signed, are enclosed.
5. We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by BSTDCL/ Authority in connection with the selection of Bidders, selection of the Bidder, or in connection with the Selection/ Application Process itself, in respect of the above mentioned Project.
6. We agree and undertake to abide by all the terms and conditions of the tender document.
7. We also understand that:
 - (i) This application is only for short listing of the applicant/ agencies.
 - (ii) BSTDCL is not bound to accept the application of any applicant, either in part or in full. If BSTDCL rejects any application or does not shortlist any applicant, it may do so without assigning any reasons thereof.
 - (iii) This is an initial application and does not entitle us to receive any documents or to be invited to Financial Bid for the Project.
 - (iv) BSTDCL has the right to change or alter the details of the project or scope of work.
 - (v) BSTDCL reserves the right, in its absolute discretion, at any stage without prior notice and without giving any reasons, terminate further participation in the Application process by any party, change the structure, procedures and timing of the Application process, alter the terms of participation in the Application process at any stage of the Application process and to suspend or terminate the Application process.

8. Organization details are as follow:

Sr.	Description	Details
1	Name	
2	TYPE (Pvt. Ltd / Public Ltd/Limited LiabilityPartnership)	
3	DATE OF INCORPORATION (For Companies) / DATE OF REGISTRATION (for Limited Liabilty Partnership)	
4	COMPANY REGISTRATION No	
5	Nature of Company (Core area of working)	
6	REGISTERED OFFICE	
7	CONTACT DETAILS	
8	CONTACT PERSON	
9	BRANCH OFFICE (if any)	
10	PAN No	
11	G.S.T. Registration No	
12	ESI Registration No.	
13	EPF Registration No.	
14	Key Personnel (Name & Responsibility Only)	
15	FSSAI REgistration	
16	Labour License Certificate	
17	Bidder shall provided self-attested Certificate that he is not blacklisted.	
18	No pending Litigation: the bidder shall provide information on any current or pending litigation or arbitration separately.	

Documentary proof for above mentioned details is attached here with.

Format for Affidavit cum Declaration

(Same should be on ₹ 1000 Non Judicial Stamp Paper / Franking and to be Notarized and signed by the authorized signatory)

UNDERTAKING

To,
Managing Director,
Bihar State Tourism Development Corporation Ltd., Patna
R- Block, Beer Chand Patel Path Patna.

I _____ Aged ___ having permanent residence at _____ solemnly affirm that I as _____ of the _____ bidder and the person duly authorized to submit the bid state that the information and documents submitted by me in the Technical Bid are true and correct and complete to the best of my knowledge and I shall be responsible in law for any mis-representation and wrong information

Solemnly Affirmed on this day of _____