

Tender for Property, Bihar State Tourism Development Corporation Ltd.,
(BSTDCL)Patna "As is Where is " at Various Locations across Bihar.



Bihar State Tourism Development Corporation Ltd., Patna

(A Government of Bihar undertaking)

वीरचन्द पटेल पथ / Beerchand Patel Path, पटना / Patna- 800 001
दूरभाष / Phone :- +91-612-2222622 फ़ैक्स नं० / Fax No:- 0612-2506218
web : www.bstdc.bih.nic.in E-mail : contactbstdc@gmail.com

Tender for Property, Bihar State Tourism Development Corporation Ltd.,
(BSTDCL)Patna "As is Where is " at Various Locations across Bihar.

COST OF TENDER FORM: ₹ 1,000.00 (Non-refundable) for each Property

बिहार स्टेट टूरिज्म डेवपलमेंट कॉरपोरेशन लि०, पटना। Bihar State Tourism Development Corporation Ltd.

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सं/No: 06/ 13/ Esstt./ 16-17/Part.

L.No. 1569/16

Dated: 19.10.16

Tender Notice

Bihar State Tourism Development Corporation Ltd. Patna invites proposal from experienced Private Ltd. company/Public Ltd. Company/Agency/Firm in the form of Technical Bid & Financial Bid (two bid system) for allotment of following Hotel/Restaurant etc. for operation & maintenance for 5 years on the basis of "As is Where is" system.

Sr. No.	Property Name	EMD Rs.	Period for Operation & Management Contract
1	Grivraj Panth Vihar, Hisua, Nawada.	10,000.00	5 Years
2	Yatrika Vidyapati Nagar, Samastipur.	10,000.00	5 Years
3	Yatrika Ugratara Mahishi, Saharsa.	10,000.00	5 Years
4	Cafeteria, Tapovan, Gaya	10,000.00	5 Years
5	Restaurant N.H. 31 Patna	10,000.00	5 Years
6	Cafeteria, Dighi Tank, Darbhanga	10,000.00	5 Years
7	Pilgrim Center, Amjher Sharif, Auranabad	10,000.00	5 Years

2. Process of Short Tender:-

1	Date of Downloading Tender	Date-24.10.16
2	Last Date and Time for Submitting Tender	Date-15.11.16 3:00 PM
3	Date and Time for opening Technical Bid	Date-15.11.16 4:00 PM
4	Date and Time for opening Financial Bid	Date-To be informed later.

2 Properties will be allotted for 5 years.

3 Interested experienced Private Ltd. company/Public Ltd. Company/Agency/Firm from the related field can download the tender form and other particulars from the website:- www.bstdc.bih.nic.in/www.bstdc.gov.in of Bihar State Tourism Development Corporation Ltd. Patna.

4 Earnest money deposit will be paid through demand draft or Bankers cheque in favor of Bihar State Tourism Development Corporation Ltd. The tender will be not accepted without requisite EMD. BSTDC reserved the right to accept or reject any tender. For detail information Mr. Ratanesh Kumar, Manager Lease contacted on Mobile no- 85444-18256.

Managing Director

**Tender for Property, Bihar State Tourism Development Corporation Ltd.,
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1. Background and other Information

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, the authority has decided to appoint management operators to run their Hotels, Restaurant etc.

Details and Important Dates:

Bid Reference No.	L.No.-----
Bid issue date	-----
Last date of submission of bid	15.11.16, up to 3:00 PM
Place of opening of bids	Bihar State Tourism Development Corporation Ltd., Patna R. Block No. Beerchand Patel Path, Patna- 800 001
Tender Fee (₹ 1,000) and EMD (₹ 10,000)	To be submitted in form of DD along with the tender for each property in favour of “Bihar State Tourism Development Corporation Ltd., Patna” payable at Patna.
Address for communication /filing bids	To, Managing Director, Bihar State Tourism Development Corporation Ltd., Patna R. Block, Beerchand Patel Path, Patna- 800 001 www.bstdc.gov.in

List of Properties

Sr. No.	Property Name	EMD ₹	Period for Operation & Management Contract
1	Grivraj Panth Vihar, Hisua, Nawada.	10,000.00	5 Years
2	Yatrika Vidyapati Nagar, Samastipur.	10,000.00	5 Years
3	Yatrika Ugratara Mahishi, Saharsa.	10,000.00	5 Years
4	Cafeteria, Tapovan, Gaya	10,000.00	5 Years
5	Restaurant N.H. 31 Patna	10,000.00	5 Years
6	Cafeteria, Dighi Tank, Darbhanga	10,000.00	5 Years
7	Pilgrim Center, Amjher Sharif, Auranabad	10,000.00	5 Years

* The bidders are requested to visit the site before appraise themselves regarding site conditions and facilities available. Tender documents 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 and EMD amount in form of the demand draft along with the bids in favour of Bihar State Tourism Development Corporation Ltd., Patna. Bidders are required to submit their technical bids in the hard copy on the communication address as mentioned above, 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.

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 number of times or the speed at which a company replaces an asset in a given period of time. This usually refers to the amount of time it takes for the company to collect its accounts receivable or the number of times it has to procure new inventory to replace that which it has already sold.
- c. "Bid" shall mean the bid submitted by a Bidder;
- d. "Bidder" shall mean such person who / 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. "Management Contract" or "Management 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
- 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 annexes 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 Hotel/Restaurant owners/operators or any other similar facility operator having support of professional staff with proven track record of Hotels, Restaurant 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. Both the technical bid and financial bid in separate envelope should be kept in third sealed envelope all envelope should be sealed and super scribed the property name and Envelope No-1 Technical Bid and envelope No-2 Financial Bid**
- 3.3 A bidder can bid for one or more than one Hotel, Restaurant /cafeteria Property. The bidders are requested to submit separate Bids for each cafeterias Property along with all other information as mentioned in this tender document.
- 3.4 The Bidders are advised to physically visit and inspect, all the existing facilities, availability of machineries, equipment, tools, cutlery, crockery, building and premises as such, etc. that may be necessary for preparing the bid and for entering into a contract for execution of the works before submission of the tender. No complaints on the available facilities will be entertained at a later date.
- 3.5 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 management operator for Hotels, Restaurant for location _____"** 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.

- 3.6 Physical bids shall be accepted only during working hours from **09:30 A.M to 06:00 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.
- 3.7 In the event a qualified bidder wants to withdraw the bid, the EMD of such bidder shall be forfeited.
- 3.8 Bidders are advised to fill all information clearly and legibly in typed format.
- 3.9 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.
- 3.10 The EMD will not carry any rate of interest.
- 3.11 As per evaluation process mentioned in section 5 of this tender, the qualified bidder that has been declared as successful bidder/ preferred bidder and shall be issued the Letter of Award .
- 3.12 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.

3.13 The successful bidder shall be required to sign the **Management 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 Management Agreement:

(i) **Payment of Management Fee shall have to be paid in advance**

(ii) **Submission of requisite unconditional Bank Guarantee equivalent to 1 year Management Fee and shall be renewed every year.**

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.

3.14 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 Management 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.

3.15 Bids shall remain valid for a maximum period of 180 days from the date of opening of the price Bid.

3.16 BSTDCL reserves the right to accept or reject any bid at its sole discretion and without assigning any reason.

3.17 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.

3.18 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.

4. Terms & conditions

General

1. The Hotels, Restaurant etc. will be handed over to selected management operator on 'AS IS WHERE IS CONDITION'. Any improvements need to be done only by the operator at his own cost with written approval of BSTDCL. The operator shall not be allowed to construct, extend or bring any structural changes in the property. Repairs to the existing furniture & fixtures etc. can be taken by the operator at its own cost with the written consent of the BSTDCL and the operator shall maintain the building in good condition, the operator shall be liable to bring in all furniture, electrical fixtures and other fixtures required for operations of the property premise. The expenditures incurred on the improvements repairs etc shall be exclusively bear by the operator, No reimbursement will be allowed.
2. The operator shall be given the rights to operate the property only. The operator shall be responsible to put up signage mentioning name as per the following template:
'Vihar Hotels, Restaurant etc. by _____ (name of Brand): A BSTDCL Initiative'
The signage shall be back lit and shall be placed at (i) At site; (ii) 1 km from Site and (iii) 5 km from site. All signage designs shall have to be approved by Authority. The operator shall be the license/permission fee of the municipal Corporation/ Municipality /Nagar Panchayat.
3. The operator will have to remit the management fee (hereinafter referred as the "**Management Fee**") in full within 15 calendar days from the date of receipt of acceptance of Letter of Allotment. Further relaxation of due date will not be entertained at any cost.
4. The operator should take over the Hotels, Restaurant property within 30 days' time from the date of receipt of allotment order (s), failing which the BSTDCL shall have the right to cancel the allotment order and forfeit earnest money deposited.
5. **The Management Fee is to be paid annually in advance and shall be as per the financial quote committed. The fee shall be increased by 5% every year for the duration of operation.** If the operator failed to pay the management fee within 30 days from the date of start of F.Y. The authority will have right to cancel the agreement and forfeit the bank guarantee. The management operator shall be liable to vacate the premise with immediate effect. failing which the BSTDCL/authority will have right to evict the operator
6. **The Management Agreement is for a period of Five (5) years. from date of signing of the Agreement.**
7. **Management operator shall furnish Irrevocable and unconditional Bank Guarantee at the time of Agreement. Bank Guarantee shall be equivalent to the management fee payable for a period of 5th year's licence fee and shall be valid for minimum 5 years. The Bank Guarantee should be issued from Nationalized Bank or Schedule Bank.**
8. **Gestation period of maximum Four months be given to lessee/Licensee for furnishing etc. of Hotel or date of start of Hotel, whichever is earlier.**
9. **The Management operator shall have to bear the cost of registration of the lease-deed/ agreement.**
10. **Lessee/Licensee shall submit the weekly occupancy report to the lessor.**
11. **Beautification of Hotel done by lessee on his own cost and will be the asset of Corporation, On completion of lease period or prior termination no cost or compensation shall be payable.**
12. **Renovation of existing rooms & facilities can be done by the Management Operator with the approval of competent authority.**
13. **Complete landscaping of property as to be done by the Management Operator at his own cost.**
14. **Management operator should do Installation of EPBX phone system to provide phone/intercom services in the rooms.**
15. **Management operator shall do Acquisition of Hotel Management Software at his own cost.**
16. The bank guarantee will be encashed by the authority in case of non-payment of Management Fee or any other dues payable to the authority or any other statutory payments payable to respective authorities. Upon such encashment and appropriation, the operator shall, within 30 (thirty) days thereof, replenish the bank guarantee to its original level or provide a fresh bank guarantee as the case may be, failing which the authority shall have the right to terminate this agreement with immediate effect.

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17. In case of default in payment of Management Fee or any breach of the term & condition of the agreement or furnishing/renewing Bank Guarantee, BSTDCL shall have the right to terminate this agreement, re-enter the premises and resume possessions & operation of the cafeteria property.

The Bank Guarantee shall be unconditional and the operator 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.
18. All rates, taxes as applicable on the Management Fee, Urban land tax and property tax, assessments, charges, claims, consent fee levied by the pollution control board, demands and out goings shall be borne by the operator. The operator shall bear all the capital & Revenue expenditures without seeking any reimbursement from the BSTDCL.
19. The operator should obtain license under prevention of food and adulteration Act from the Local Health Authority.
20. After the expiry of Management Agreement period, the operator shall surrender possession of all immovable items/articles/properties, including superstructure now exists.
21. At the end of the operations period, management operator shall be allowed to take with him any movable property items without providing any damages to exiting property. But any and all electrical fittings, bathroom fittings, flooring etc. shall not be removed but shall be replaced if damaged is done at the time of handing over, BSTDC shall not be liable to pay for any claims against the same to the operator.
22. **BSTDC Ltd. will give clearance about matter of reverse of movable property to leave after completion of term.**
23. The Authority shall have the right to inspect the premises of BSTDC And Management operator shall provide the ARR & APC Report to the competent authority as and when ask for within the reasonable time not later than 10 days.
24. **Tourism official who are on official duty, management operator shall have to provided the rooms at 50% discount on tariff.**
25. The building, furniture and Hotels, Restaurant shall be insured against natural and no natural hazards/perils by the operator paying premium thereof and a copy of the policy Bond shall be submitted in the office of BSTDC well in time.
26. The operator shall not encumber the BSTDCL Hotels, Restaurant property by way of pledge, hypothecation, mortgage, charge, lien, lease, leave and license or in any other manner. The operator shall not raise any kind of finance or funding in the name of property under any conditions whatsoever. The operator will be allowed to use the property on 'Right-to-use' basis
27. The operator has to confine his activities only within the specified area handed over to him and for running the business of hotels & Restaurants.
28. If there are any changes in the Management Agreement subsequent to the starting of the bidding process and before the signing of agreement, the additions/modification/deletion of the conditions mentioned in Management Agreement shall remain as a binding on the preferred bidder.
29. If the management operator chooses to exit the contract agreement, the management operator shall be liable to serve a 3 months' notice to BSTDCL. On acceptance of the notice period by BSTDCL, management operator shall be allowed to exit. However, BSTDCL shall forfeit the bank guarantee in this case. The management operator shall ensure that the property remains operational during the notice period.
30. In case the Management Contractor commits breach of any of the terms and conditions and stipulation herein contained on the part of the operator to be observed and performed, then BSTDCL shall issue a notice in writing (by Registered Post) to the operator 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 operator 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 operator shall have to vacate the property. In case of breach in payment of management fee in stipulated time, the Authority shall have right to forfeit the agreement with immediate effect and the Management Operator shall have to vacate the premise with Immediate effect.

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31. 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
32. The operations of restaurant including the kitchen, stores and other food handling areas should be as per the Food Safety and Standards Act (FSSA) 2006, Food Safety and Standards Rules 2010 and various Food Safety and Standards regulations as applicable from time to time. The operator shall be solely be liable for any damages/criminal liability consequent to violation of any of the provisions of FSSA, 2006 or any issue arising out of food contamination, poisoning and related issues and licensee is alone liable to all third party claims.
33. The management operator shall have to maintain high standards of cleanliness, courtesy and manners by his staff and shall set high standards of quality of food and hygiene, serving standards and the directions of BSTDCL shall be liable to be complied with in this regard.
34. The management operator shall arrange for cooking gas at his own cost at all times.
35. The management operator shall make payment of electricity and water based on actual consumption at restaurant, kitchen, store and toilets. The proof of payment of electricity and other like nature dues shall be submitted with BSTDCL every month.
36. The management operator shall deploy adequate number of qualified and experienced persons like supervisors, cooks, waiters, attendants, etc. to ensure efficient and high standards of services. All staff members should be provided with Uniforms.
37. The management operator must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The management operator shall engage only such workers, whose antecedents and character have been thoroughly verified.
38. The representative appointed by BSTDCL shall have the authority to verify and certify the quality and quantity of food and other services specified in the agreement, to be provided by the successful bidder. If the operator fails to provide the satisfactory services, Operator shall be liable to be terminated.
39. The management operator is allowed to charge market driven rates/tariffs and other revenues from the facilities, nonetheless the same shall be decided in consultation with authority from time to time
40. The operator should operate the cafeteria property and the restaurant in Hotels, Restaurant etc. on continuous basis throughout the Management Agreement period (16 Hours a day at least, 365 days a year). If the operator fails to run it accordingly, BSTDCL shall issue a notice to the operator and cancel the agreement and forfeit the security deposit submitted.
41. The management operator shall undertake clearing of any choking in the drainages, manholes, etc., removal of beehives and cobwebs/ honey webs from the property and its premises, cleaning and sweeping of roof tops with brooms/ mechanized sweeping, cleaning of signage. All dust bins shall be properly cleaned from in and outside and should be emptied at the end of the shifts on regular basis.
42. The successful bidder shall ensure collection, screening and segregation of dry and wet garbage area. The successful bidder shall also ensure the segregation of bio-degradable, non-bio degradable and hazardous waste. Appropriate disposal as approved by applicable authority shall be the responsibility of the management operator. The management operator shall in no way harm the environment of the place.
43. The successful bidder shall render services in all the shifts, throughout the year, including Sundays and holidays as per the requirements.
44. The management operator should operate the Rooms in Hotel/Restaurant on continuous basis throughout the Management Agreement period (24 hours, 365 days a year for rooms). If the operator fails to run it accordingly, BSTDCL shall issue a notice to the operator and cancel the agreement and forfeit the Bank Guarantee submitted.
45. The services shall not be limited to the restaurant area only but the management operator shall also cater to the room services. The management operator shall prepare and serve food and beverage in the restaurant and rooms.
46. Guest Rooms and toilets, public areas, staff toilets, terrace, back yard and premises, etc. used by the guests/ employees shall be kept clean and hygienic round the clock.

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47. The management operator will have to obey all the rules of forest and environment and noise pollution.
48. The management operators have to be arranging silent generator set for stand by electricity at their own cost.
49. The management operator will not sale Prohibited drinks, liquors to the guest inside the Hotels and Restaurant. If found the Bihar State Tourism Development Corporation Ltd., Patna cancel the agreement. The whole premises of Hotels and Restaurant will be no smoking zone and Tobacco free zone.
50. Any dues against the management operator shall be recovered by Bihar and Odessa Public demand recovery Act. Through certificate case. The management operator will have to obey all the rules of forest and environment and noise pollution.
51. In case of any difficulty in carrying out the term of the agreement or in case of any difficulty in interpretation of any provision of this agreement the decision of the Managing Director BSTDCL shall be final & binding.

5. 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 Hotels, Restaurant :

1. A Bidder can be a Private Limited company/Public Ltd. Company/ other legal entity incorporated/established as per the applicable laws of the country of its origin.
2. The bidder shall be either owner or operator of Hotels, Restaurant and other. The bidder should at least have an experience of 3 years for operating Hotels, Restaurant. Respective ownership/management operators work order to be submitted.
3. The bidder shall have experience of operating restaurant having capacity of 30 pax during last three years. Respective documents showcasing ownership or license / work order of operations to be submitted along with property details showcasing the size of the property in terms of number of hotel rooms and restaurant capacity.
4. Bidder shall have experience of operating at least one similar property currently. Respective Documents showcasing ownership or license / work order of operations to be submitted
5. The average annual turnover of the bidder shall be minimum of Rs. **50 (Fifty) Lakh** for **Hotel/restaurant business last preceding** last three financial year including the year 2014-15. CA certificate to be submitted.

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 power, water and other utilities, access to site, 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:

Made visit to the project facility and has ascertained the site conditions, locations, climate, availability of infrastructure and other applicable laws and regulations of the state.

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Sr.	Property Location	Contact Person	Mobile no.

Price bid of those bidders will be opened who qualify all the above mentioned criteria's for perspective segment of Hotels, Restaurant / Cafeterias

4.1.2 Price Bid:

1. Bidders shall have to quote annual management fee offered to BSTDCL, Qualified bidder offering **Highest Management 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 location of 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.

6. 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.
 - 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.
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 bidders are informed that qualification of bidders will be entirely at the discretion of the authority. 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 in the section 8 of the tender.
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 in Section 7.
5. It does not contain any condition or qualifications, and it is non-responsive in terms hereof.

Stage 1: Evaluation of Technical Bids

In Stage 1 of bid evaluation, only those technical bids which are found to be responsive to the requirements of the tender as specified would be opened for assessing their qualification for Technical Criteria. The assessment towards technical evaluation shall be carried out as stated in Section 5. Those applicants who are found eligible in technical evaluation shall be considered as qualified bidders and only their Bids shall be considered for price bid opening.

Stage 2: Evaluation of Price Bid

The evaluation criteria for Price Bid shall be based on highest annual management fee offered by the Bidder to BSTDCL.

7. Checklist for Technical Bid

Bids must be accompanied with the following documents:

- (i) Cover letter stating details about the applicant and location of bids
- (ii) Index page marking the flow and contents of the bid (which should be spiral bind document)
- (iii) Documentary proof, where applicable, as evidence of satisfaction of the Technical and Financial requirements as stated in section 5;
- (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 fee of Rs. 1,000 per Hotels, Restaurant property 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;
- (viii) In case of individual bidders, a certified true copy (attested by a notary) of identity proof shall be submitted. Acceptable identity proofs are Indian passports, Voter IDs and/or Ration Cards. Bids that do not contain the above documents, where relevant, shall be summarily rejected. In such a case, BSTDCL shall reserve its right to forfeit the EMD, if any.

Note:

- a. *All the above mentioned documents shall be submitted along with the Technical Bids in hard copy on the date specified in Section 1 of the tender document. If Bidder fails to submit any of the above mentioned documents, his/her bids shall stand is qualified.*
- b. *The Price Bids shall not be submitted with the technical bids. The Price Bids are to be submitted separate envelope. If any bidder submits the Price Bid along with the Technical Bid, his bid shall stand disqualified.*

8. 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 capabilities and showcasing commitment towards sharing correct information as 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 stamped and manually signed

Section 2:

- 2.1 Respective ownership/management operators work order to be submitted.
- 2.2 In reference to the above submitted details, details of size of property in terms of Area, capacity for Restaurant/Cafeteria/Banquets/No of rooms and/or any other
- 2.3 Details of Turnover: in form of CA Certificate and other respective documents

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 Section 1 and Section 2 should be as per the details sought, and should be one single document.
- Section 2 should be in a separate envelope
- Section 1 and Section 2 Envelope should be kept in one single envelope and sealed for submission

9. Format of Letter of Award

**FORMAT OF LETTER OF AWARD
ON THE LETTERHEAD OF TCGL**

Dated: ____

To,

.....
.....
.....

Re: Tender for Property owned by Bihar State Tourism Development Corporation Ltd., Patna at various locations across Patna.

Sub: Letter of Award

Dear Sir/Madam,

We refer to the bids submitted by you in relation to the tender for Management Contract of Hotel, Restaurant and Cafeterias of the Bihar State Tourism Development Corporation Ltd., Patna ("BSTDCL").

Capitalized terms used but not defined herein shall have the same meaning as assigned to such term in the Tender.

We are pleased to inform you that based on the Price Bid submitted by you we hereby award you the right to manage the following Hotel/Restaurant/caferias, details of which are set out below: [*Insert details of the Hotels, Restaurant/ Cafeteria*]

You are directed to undertake all steps so as to cause and ensure that you are able to sign the Management Agreement within ____ Business Days from the date of acceptance of this Letter, failing which this letter shall stand withdrawn and terminated.

You are also directed to take all necessary steps to ensure operation of the *Hotels, Restaurant/cafeterias* within ____ Business Days from the date of signing of Management Agreement.

Thanking You,

Yours faithfully,

For and on behalf of the **Bihar State Tourism Development Corporation Ltd., Patna**

MANAGING DIRECTOR

10. Schedule 2: Format for Price Bid

This Format is only for indicative purpose. The format will be available on procure website at the time of filing of bids. The Price Bids shall not be submitted along with the Technical Bids. It shall be submitted only through procure. If the Price bids are submitted with the technical bids, it will lead to disqualification of the Bidder.

Date:.....

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

Re: Price Bid for selection of management operator of Hotels, Restaurant/Cafeteria at _____ [Mention name of location]

Dear Sir,
In response to the tender document, I hereby quote the 'Price Bid' payable by us to the authority as Under

Price offered for Management Fee for(Mention name of location) is Rs..... per year with **5%** increase per 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.

I hereby certify and accept the following:

1. The Management Agreement will be for a period of 5 years
2. The Price offer quoted above is the annual Management Fee payable for 5 years with 5% increase per year.
3. I as a Bidder has inspected the existing premises and acquainted myself before Bidding for the said Properties.

I certify that I have gone through the Tender document and I have understood and agree to the terms and conditions as mentioned in the tender document and Management Agreement.

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. I abide by the above offer/quote and terms & condition of the tender document for the Hotels, Restaurant/ Cafeteria Properties and the LOA if the authority selects us as the preferred bidder.

Yours faithfully,

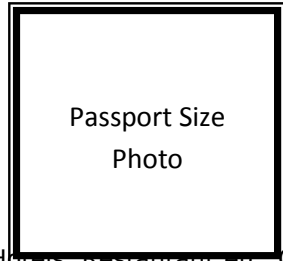
(Signature of Authorized Signatory/representative of Bidder)
(Name, Title, Address, Date)

11. Format for Covering letter (Letter of Application)

(To be submitted on letter head of the Bidder/ Lead Member of Consortium)

Date: _____

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



Sub: **Submission of Application for [_____].**
Sir,

In response to the tender for selection of management operator for Hotels, Restaurant etc. Owned by Bihar State Tourism Development Corporation Ltd., Patna (BSTDCL) at various locations across Bihar issued by BSTDCL for short listing a agency for operating and maintaining [_____] (the "Assignment" or "Project") the property. After going through all the information and terms and conditions given in the tender document including addendums, 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. I/ We declare that we/ any member of the consortium are/ is not a member of a/any other consortium applying or submitting any other application for the RFQ.
4. All the required documents as per format provided in appendices of the Tender document, duly signed, are enclosed.
5. I/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. I/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.

**Tender for Property, Bihar State Tourism Development Corporation Ltd.,
(BSTDCL)Patna "As is Where is " at Various Locations across Bihar.**

8. Organization details are as follow:

Sr.	Description	Details
1	Name	
2	TYPE (Pvt. Ltd / Public Ltd/Partnership/others)	
3	DATE OF INCORPORATION (For Companies) / DATE OF REGISTRATION (for Partnership)	
4	COMPANY 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	VAT Registration No	
12	SERVICE TAX No	
13	Luxury Tax Registration No.	
14	ESI Registration No.	
15	EPF Registration No.	
16	Key Personnel (Name & Responsibility Only)	
17	ISO Certificate for Food Safety	
18	Food License Certificate/ FSSAI License Certificate	
19	Labour License Certificate	

Documentary proof for above mentioned details is attached here with.

12. Format for Affidavit cum Declaration

(Same should be on Rs. 500 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 _____

13. Annexure 1: Details of Hotels and Restaurant etc.

Detail of Properties.: -

1. Grivraj Panth Vihar, Hisua, Nawada.- Restaurant & Kiosk with Kitchen, Toilet Block.
2. Yatrika Vidyapati Nagar, Samastipur.- 5 Rooms on first floor, 2 Halls on Ground floor, Toilets etc.
3. Yatrika Ugratara Mahishi, Saharsa.-Liabrury Hall 1, Marriage Hall 1, Yatri Nivas 6 rooms, Manager Room 1, Toilet Block.
4. Cafeteria Tapovan, Gaya - 1 Restaurant , 1 Pantry, 1 Kitchen, Toilet Block and Parking.
5. Restaurant N.H. 31 Patna.- Hall 1, Kitchen 1, Pantry 1, Store 1. Toilet.
6. Cafeteria Dighi Tank, Darbhanga - 1 Restaurant , 1 Kitchen, Store, Toilet Block.
7. Pilgrim Center, Amjher Sharif, Haspura, Auranabad – 7 Rooms, Toilet Block and Parking.

14. Guide Line for Operation/Maintenance of Hotels, Restaurant,

I General

- a) Hotels, Restaurant should be open seven days of a week.
- b) Proper Security 24 hours.

II Restaurant

- a) The three Restaurant should be develop for selling three different kind of Cuisine
 - 1. Chinese
 - 2. Japenese.
 - 3. Continental.

III Kitchen

- a) Daily germicidal cleaning of floors
- b) Clean utensils and hygienic washing and drying of cooking utensils, crockery, cutlery and glassware. Kitchen should be full equipped with gadgets like Microwave Oven, Aqua guard facilities, Electric Chimney having requisite capacity of suction, vacuum cleaner, etc.
- c) AG marked / stander premium Oil usage in cooking. Other raw material usage also to be AG / FPO marked.
- d) Storage containers for the raw material should be air tight.
- e) Proper ventilation system
- f) First-aid training for all kitchen staff.
- g) Filtered drinking water
- h) Garbage to be segregated-wet and dry.
- i) Adequate working platform for checking activities.
- j) Adequate number of shelves for keeping utensils.
- k) Running hot and cold water.
- l) Hand Gloves and cap for kitchen staff, if any.

IV Public Areas

- a) Public Telephone, Internet Facility (optional).
- b) Proper signage highlighting particular area/ usage.

V Shops

- a) **At least 1 (One) Shops of Handicraft.**

VI Staff Quality

Sufficient No. of smart, courteous, disciplined and clean staff in clean uniforms.

VII Common Toilets

- a) Cleaning of the area in every 2 hrs.
- b) A washbasin with running water, a mirror, a sanitary bin with lid separate for gents and ladies with hand towels.
- c) Adequate numbers of Toilet fresheners.
- d) One W.C. brush per toilet seat.
- e) Guest toiletries including liquid soap to be provided
- f) Hand dryer to be provided in every toilet block near wash basin.

VIII Safety & Security

- a. Cleaning of the area in every 2 hrs.
- b. Security arrangement.
- c. Fire and emergency procedure notices displayed.
- d. Provision for emergency exit.

IX Eco-friendly Practices

- a) Waste Management - In addition to adhering of Bihar Pollution Control Board (BPCB) norms on waste management, the Operator must use suitable of collection and disposal of solid waste emanating from the facility.

X Park/ Garden

- a) Park/Garden should be maintained properly
- b) Separate Staff (Gardener) be provided for maintenance of Garden/Park.