



**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  
web : [www.bstdc.bih.nic.in](http://www.bstdc.bih.nic.in) E-mail : [contactbstdc@gmail.com](mailto:contactbstdc@gmail.com)

Short Notice for Operation of a Restaurant during and at Sonepur Mela  
Site Bihar State Tourism Development Corporation Ltd., (BSTDCL)

**COST OF TENDER FORM: ₹ 500.00 (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

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File No. 183/16/T.T. /1546/18

Dt.- 26.10.2018

### Short Notice

Bihar State Tourism Development Corporation Ltd. Patna invites proposal from experienced operators in the form of Technical Bid & Financial Bid (two bid system) for Operation of Restaurant DURING Sonepur Mela. The Financial bid for the bidders whose Technical Bids are found in order shall be opened in the presence those technically successful bidders who opt to be present.

Process of Tender:-

Sl.	Particulars	Details
1	Date of Downloading Tender	12.11.2018
2	Date of Pre-Bid meeting	15.11.2018 at 2:00 pm
3	Last Date and Time for Submitting Tender	17.11.2018 up to 3:00 pm
4	Date and Time for opening Technical Bid	17.11.2018 at 4:00 pm
5.	Date and Time for opening Financial Bid	Date-To be informed later.
6.	Price of Tender (non refundable)	Rs 500/-
7.	Earnest Money Deposit	Rs. 10,000/-

- Licencing shall be for a period of one Month during the operation of Sonepur Mela.
- Interested experienced persons /organisations in the related field can download the tender form and other particulars from the website:- [www.bstdc.bih.nic.in](http://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. Brajesh Kishore Manager, T & T, may be contacted on Mobile no- 85444-02437.

Sd/-  
General Manager  
Bihar State Tourism Development  
Corporation Ltd.

## **1. Instructions to Bidders**

1. Sealed tenders are invited from the experienced operators for allotment of Operation of Restaurant at and during the operation of Sonepur Mela on turnkey basis
2. 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. 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 operations of the Restaurant.
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 sealed covers respectively super-scribed as "TECHNICAL BID for selection of operator for 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.bih.nic.in](http://www.bstdc.bih.nic.in)  
Bids not in the prescribed forms/formats will be summarily rejected.
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.
6. In the event a qualified bidder wants to withdraw the bid, the EMD of such bidder shall be forfeited.
7. Bidders are **directed** to fill all information clearly and legibly in typed format **including the price quoted in the Price Bid.**
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.
9. The EMD will not carry any rate of interest.
10. The successful bidder shall be required to submit the Letter of Acceptance to the authority immediately on 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.
11. The successful bidder shall be required to sign the Licence Agreement and acceptance immediately. 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.
12. 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 3 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.
13. Bids shall remain valid for a maximum period of 180 days from the date of opening of the price Bid.

14. BSTDCL reserves the right to accept or reject any bid at its sole discretion and without assigning any reason.
15. 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.
16. **Bidder shall provide self-attested Certificate that he is not blacklisted.**
17. **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.**

## **2. Terms & conditions**

### **General**

1. The catering facility should remain operational throughout the period of mela as per the given timings.
2. The Restaurant has to be made operational by bringing in all equipment crockery, cutlery tables, chairs etc. by the successful bidder at his own cost, liability and risk.
3. The license / approvals / clearances / inspections required to be done for the operation of a Restaurant at Sonepur in the State of Bihar is entirely the responsibility of the successful bidder.
4. The Corporation will provide the permission on "as is where is basis".
5. The maintenance, repairs etc. shall be carried out by the successful bidder.
6. The services of the Restaurant should be available in such a way so as to attract maximum visitors to this facility.
7. The restaurant should be in Good operational/ presentable condition at all times during the period of operations.
8. The services and premises shall be inspected by a committee duly constituted for the purpose and shall be approved for operations based on the report of the Committee.
9. BSTDCL also reserves the right to operate similar, restaurant departmentally or through a Licensee/ lessee as it may deem fit and appropriate for identical operations.
10. 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. If done by BSTDCL the expenditure will be recovered from the operator.
11. Nomenclature of the restaurant shall be as per the approval of BSTDCL.
12. The restaurant shall have the logo and name of BSTDCL displayed prominently. The styling and mode of Display shall be as per the approval of BSTDCL.
13. The Licensee will have to remit the Licence fee in installments as decided by BSTDCL. Relaxation of due date will not be entertained at any cost.
14. 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 EMD or whatever amount is there with the authority.
15. IN the event of the cancellation of the contract the licensee shall be required to clear all its dues, remove the movable property from the restaurant and discontinue the services. Failing which BSTDCL shall be free to take action to seize all the equipments/ assets and recover its dues by the process it may deem fit.
16. The Licensee if he so requires by advance permission may keep the operation of the restaurant suspended for special reasons for a reasonable period of time.
17. The Licensee is liable to pay all taxes and any statutory fees required. There will be no reimbursement of any kind to the Licensee.
18. The Licensee shall obtain necessary FSSAI permissions and ensure all complinaces to serve Food and Beverages in the restaurant.
19. The Licensee shall keep BSTDCL apprised of the sales as per the agreed System.
20. BSTDCL has the right to enter the restaurant at all reasonable times for inspection.

21. 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.
22. If the Licencee shall not exit the contract agreement during the period of contract. If the licencee does exit BSTDCL shall forfeit the bank guarantee in this case forfeit the EMD, security as well as any property of the operator.
23. 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.
24. 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.
25. 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.
26. 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. The workers employed by the licencee shall in no case be considered to be the employees of BSTDCL.
27. 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.
28. Sufficient No. of smart, courteous, disciplined staff should be deployed in clean uniforms.
29. The 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.
30. Proper safety and security should be provided to safeguard the restaurant during operations.
31. **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.
32. 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.
33. Besides the Rules and Regulations of BSTDCL the regulations and requirements of the District Magistrate Sonapur as laid down from time to time are to be complied with.

# Envelop No 1

## Sonepur Mela 2018 – Allotment of Catering Facilities

1. Name of the Applicant .....  
(company/Firm/Partnership/proprietary/Registered society etc.)
2. Details of the company/organization.....  
(with documents)
3. Present and Permanent address.....  
.....
4. Details pertaining to experience etc. (please submit with documentary proof)
  - a. Experience of catering facility organizing  
(national / international / catering/operating restaurant etc.)
  - b. Certificate of concerned Police Officer (SP/DM/SDO)
  - c. Bank Account details with copies of Bank statement for last three years.
  - d. Food License Certificate
  - e. Pan Number
  - f. GST number
  - g. Income tax returns for last three years
  - h. Proof of Address.....
  - i. If operating a Restaurant Etc. ....  
( letter of no dues from the owners/ lessor etc.)
5. EMD Demand Draft no .....Date.....Bank name .....
6. Tender Fee Demand Draft no.....Date .....Bank Name.....

### Undertaking of the Applicant :

We certify that We have gone through the Tender document and We have understood and agreed to the terms and conditions as mentioned and implied 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 incorrect and non compliant 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 Licensing arrangement for the operation of Restaurant if the authority selects us as the preferred bidder

Yours faithfully,

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

**Envelop No 2  
(Price Bid)**

Sonepur Mela 2018 – Allotment of Catering Facilities

1. Name of the Applicant .....  
(company/Firm/Partnership/proprietary/Registered society etc.)
2. Details of the company/organization.....  
(with documents)
3. Present and Permanent address.....  
.....
4. Attach Proposed menu with rates.
5. Attached menu(with rates )
  - i. Staff Break fast
  - ii. Staff Lunch/ Dinner
  - iii. Special Lunch/ Dinner for VIPS (Vegetarian)
  - iv. Special Lunch/ Dinner for VIPS (Non Vegetarian)
  - v. Snacks / Hi tea for VIPS
  - vi. Coffee/ Tea and Biscuits
  - vii. Mineral Water per bottle
  - viii. Plain Tea per cup

The %age discount given as follows (uniformly on all the items).

.....% (in words) (.....%)

Yours faithfully,

\_\_\_\_\_

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