

Tender Document

**For Kitchen-cum-Cafeteria and Snacks counter at
Planetarium Cum Knowledge & Science Museum
Darbhanga**

Tender Number:- 02/2023-24

Issued on 23.12.2023

**Department of Science, Technology and Technical Education
Government of Bihar
<Address >**

NOTICE INVITING TENDERS

1. Department of Science, Technology and Technical Education (DSTTE), Government of Bihar, Patna is the nodal department to cater the need of the Technical Education in the State of Bihar. Under the aegis of DSTTE, a Planetarium cum Knowledge & Science Museum has been established in the campus of Government Polytechnic, Darbhanga. The objective of the Planetarium is to enhance knowledge about the universe and improve scientific awareness through interactive displays, informative shows, and engaging exhibits. It serves as an important educational resource for students, researchers, and astronomy enthusiasts in the region.

The Planetarium is functional and has now been opened for students and persons of all ages. The shows are organised between 10 am to 5 pm. Apart from other facilities, an in-house area for kitchen-cum-cafeteria along with a snacks counter has been developed to provide all types of nutritious and hygienic eatables & beverages for the visitors. The management of the Planetarium and Science Museum, Darbhanga, would like to rent out the area in the planetarium premises to a Company/Private limited/Partnership Firm/Limited Liability Partnership/Proprietorship having prolific experience in business of hotel/restaurant/canteen/or /cafeteria.

2. Planetarium cum Knowledge & Science Museum Darbhanga is soliciting sealed tenders from reputed hotel/restaurant/canteen/or /cafeteria "Two-bid" system -Technical Bid (un-priced) and Financial Bid (priced) to rent space of 1980 Sq.ft (Cafeteria and Kitchen) and 387.5 Sq.ft (Snacks Counter) at Planetarium cum Knowledge & Science Museum Darbhanga.
3. The tender is limited to the renting of space with Kitchen equipment's, furniture's, Refrigerator's, water cooler etc already installed with no provision of any additional cost incurred while setting up of the Kitchen cum cafeteria and snacks counter by Planetarium cum Knowledge & Science Museum Darbhanga. Any additional cost incurred in setting up the cafeteria and snacks counter would be the sole responsibility of the Bidder.
4. The Planetarium cum Knowledge & Science Museum will provide space for storing raw material, kitchen area with equipment's for heating, cooling and preservation of perishable items, sitting and serving space, etc. along with Pipeline for LPG supply have been installed in the Kitchen cum cafeteria area. Gas Charges and its connection shall be paid by the Bidder.
5. The bidder shall ensure that, while carrying out the work, fittings, fixtures, furnishings, equipment's provided by the Planetarium cum Knowledge & Science Museum are not damaged. Any damages done to the same or any other property will have to be repaired/ replaced by the bidder, failing which the same will be done by Planetarium cum Knowledge & Science Museum at the Bidders risk and cost. In this regard, the decision of the Prabhari Padadhikari of Planetarium cum Knowledge & Science Museum, Darbhanga shall be final and binding on the bidder.
6. It shall be the bidder's responsibility to take comprehensive Annual maintenance for equipment's installed in the Kitchen cum Cafeteria and snacks counter.
7. The bidder shall handover functional equipment's to the Planetarium cum Knowledge & Science Museum, Darbhanga upon completion of contract /termination.
8. The contract shall be signed between the successful bidder & Planetarium cum Knowledge & Science Museum Darbhanga.
9. Enquiries and clarifications (if any), shall be addressed to: Prabhari Padadhikari, Planetarium cum Knowledge & Science Museum, In the campus of Government Polytechnic Darbhanga, Kadirabaad, Darbhanga, Bihar, Pin – 846004 <Contact number> & <Email>.

10. Schedule of Events:

Sn.	Schedule	Important dates
1	Tender No.	02/2023-24
2	Bid Publishing Date	23/12/2023

Sn.	Schedule	Important dates
3	Pre bid meeting Date	Online/Offline 26/12/2023
4	Last Date of submission of bid	16/01/2023
5	Bid opening date & Time (Technical & Financial)	Technical bid: 18/01/2024 at 11:00 AM Financial Bid: 18/01/2024 at 02:00 PM
6	Bid validity period	180 Days (One hundred and eighty days)
7	Contact Person	Prabhari Padadhikari, Planetarium cum Knowledge & Science Museum, In the campus of Government Polytechnic Maidan, Kadirabaad, Darbhanga, Bihar, Pin – 846004 Mobile No: <Mobile> Email: planetariumdarbhanga@gmail.com
8	Website	https://bcst.org.in/

NB: Planetarium cum Knowledge & Science Museum, Darbhanga reserves all the right to revise/change/cancel the Tender at any stage without assigning any reasons thereof.

11. The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs. 1,00,000/- (One Lakh only) in the shape of Demand draft, offline from any Schedule Bank in favour of **Prabhari Padadhikari Traramandal Sah Gyan Evam Vigyan Sangrahalaya, Darbhanga.**
12. The technical and financial bids must be submitted through Hardcopy addressed to “**Prabhari Padadhikari, Planetarium cum Knowledge & Science Museum, In the campus of Government Polytechnic Maidan, Kadirabaad, Darbhanga, Bihar, Pin – 846004**” before the date and time specified in the Notice Inviting Tender (NIT). Planetarium cum Knowledge & Science Museum, Darbhanga doesn't take any responsibility for the delay / Non-Submission of Tender / Non-Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic/ Holidays or any other reason."
13. The bidders shall submit their eligibility and qualification details, certificates as mentioned in the tender document in the format annexed in the Tender.
14. The Bidding documents shall be submitted in the mode as mentioned below:

Earnest Money Deposit (EMD)	Physical (Offline Mode) Note: EMD should not have been issued on a date later than the last date for submission <Date>
Technical Bid (Un-priced)	As per format mentioned in Tender (Annexure 1)
Financial Bid (Priced)	As per format mentioned in Tender (Annexure 2)

15. In the event of any of the above-mentioned dates being declared as a holiday/ closed day for Planetarium cum Knowledge & Science Museum, Darbhanga the tenders/EMD will be received/opened on the next working day at the scheduled time.
16. The bidders shall submit all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents as required for technical bid document.
17. The hard (Physical) copy of the Earnest Money Deposit (EMD) should be sent to **Prabhari Padadhikari, in the campus of Government Polytechnic Maidan, Kadirabaad, Darbhanga, Bihar, Pin – 846004 by Registered Post/ Speed Post.** It must reach the above said address on or before the closing date & time, failing which the tenders will be treated as late tender and would be summarily rejected.

18. All rates, taxes as applicable on the rent, Property tax, Urban land tax, assessments, charges, claims, consent fee levied by the Pollution Control Board, demands and out goings shall be borne by the bidder. The bidder should obtain Licence under Food Safety & Standards Act (FSSA) 2006, from the Local Health Authority. The bidder will be responsible for all requisite approvals, and permissions etc. to operate the property.
19. The cafeteria will remain open every day from 10 AM to 10 PM and Snacks counter being in the premises of main building shall open during the Planetarium working hours i.e. 10 AM -5 PM. However, depending on the exigencies, the bidder may be required to keep the cafeteria and the snacks counter open or close as per requirement.
20. The possession of the premises to be assigned by the Planetarium to the bidder for providing services will always remain with Planetarium, even when the premises are in use or not. The Tenant will vacate the premises immediately after termination of contract.
21. No structural alterations to the Planetarium's property are permitted. Any request for structural changes would require pre-approval by the management of the Planetarium cum Knowledge & Science Museum, Darbhanga.
22. The bidder can remove any temporary structure, kitchen equipment, fixtures, and fittings they have installed in the Kitchen-cum-Cafeteria and Snacks counter without causing any damage to the permanent structure after the contract is completed or terminated.
23. Tenant should ensure fire protection and fire safety measures at the rented Planetarium premises.
24. All further Notifications/Corrigendum/Addendum would be notified to the bidder through appropriate channel.

Instruction to Bidders

1. General Instructions

- a. The bidder shall submit his bid/tender via registered/speed post only.
- b. The bidders shall submit one sealed envelope consisting of two separate envelopes for technical and financial bid.
- c. All pages of the Tender Document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the Terms and Conditions of this Tender.
- d. Person signing the bid or other documents connected with tender must clearly write his/her name and also specify the capacity.
- e. Tender documents shall be downloaded from the website of Bihar Council on Science and Technology (BCST) (<https://bcst.org.in/>) only.
- f. The bidders shall attach copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificates /documents as per the Tender.
- g. The name and address of the bidder shall be clearly written in the space provided for the purpose and no over-writing, correction; insertion shall be permitted in any part of the tender unless duly countersigned by the bidder. The tender should be filled in and submitted strictly in accordance with the instructions contained herein; otherwise, the Tender is liable to be rejected.
- h. The Financial bids (as per Annexure 2) submitted by all bidders shall be valid for 180 days from the date of submission of Bid.
- i. The operations of Cafeteria and snacks counter including the kitchen, and other food handling areas, should be maintained as per standard norms applicable under the Food Safety Act 2006. The bidder shall solely be liable for any damages, criminal liability, consequent to violation of any of the provisions of Food Safety and Standard Act, 2006. Bidder shall also be responsible for issues arising out of food contamination, poisoning including third-party claims.
- j. Before establishment of Kitchen-cum-Cafeteria and Snacks counter the Bidder shall intimate regarding the menu and the rates to Planetarium cum Knowledge & Science Museum , Darbhanga. Additionally, the bidder must notify the Planetarium management regarding any changes to the menu and prices.
- k. The minimum upset price (the "Upset Price") is Rs 50,000/- (Fifty Thousand only per month). The bidder shall quote more than the upset price in the financial bid (in Rupees) (As per the format provided in annexure 3). Any bid less than the upset price will be rejected.

- l. The bidder shall pay electricity and water charges.
- m. The Tenant shall keep the Kitchen cum Cafeteria and snacks counter and its surrounding areas clean and take care of sanitation every day after the services is over. Manage waste disposal efficiently, following appropriate recycling and waste management practices/ protocol. Bidder shall dump the waste material in proper/ designated place so that it does not cause any inconvenience to Guests, Visitors and neighbouring society.
- n. The tender is limited to the renting of space with Kitchen equipment's already installed with no provision of any other cost incurred while setting up of the Kitchen cum cafeteria and snacks counter by Planetarium cum Knowledge & Science Museum Darbhanga. Any additional cost incurred in setting up the cafeteria and snacks counter would be the sole responsibility of the Bidder.
- o. The Planetarium cum Knowledge & Science Museum will provide to the contractor space for storing raw material, kitchen area with equipment's for heating, cooling and preservation of perishable items, sitting and serving space, etc. and Pipeline for LPG supply have been installed in the Canteen Kitchen area Gas Charges and its connection shall be paid by the Bidder. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipment's provided by the Planetarium cum Knowledge & Science Museum are not damaged. Any damages done to the same or any other property will have to be repaired/ replaced by the Contractor, failing which the same will be done by Planetarium cum Knowledge & Science Museum at the Bidders risk and cost. In this regard, the decision of the designated officer of Planetarium cum Knowledge & Science Museum shall be final and binding on the bidder.
- p. Rent for this property shall be increased annually after first year @ 5% of the previous year rent.
- q. The bid (technical and financial details of the bidder) shall be submitted on or before the last date of submission. Tenders submitted after the stipulated date & time (closing date) shall not be considered and would summarily be rejected.
- r. In the event a qualified bidder wants to withdraw the bid, the EMD/Bid security of such bidder shall be forfeited.

2. Inspection of Site and Equipment

The Bidders are advised to physically visit and inspect, all the existing facilities, building and premises as such, etc. that may be necessary for preparing the bid and for entering into an agreement of the property/ies before submission. No complaints on the available facilities will be entertained later.

3. Tendering Expense

The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and subsequently processing the same. The Planetarium cum Knowledge & Science Museum , Darbhanga shall in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

4. Language of the tender

The tender submitted by the bidder and documents relating to the tender shall be written in the English language only.

5. Amendments to Tender Documents

At any time prior to the deadline for submission of tenders, the Planetarium cum Knowledge & Science Museum, Darbhanga may, for any reason deemed fit by it, modify the tender document/s by issuing suitable amendment(s) to it. Such an amendment will be notified on Bihar Council on Science and Technology (BCST) (<https://bcst.org.in/>) website and the same shall be binding to all prospective bidders. Planetarium cum Knowledge & Science Museum, Darbhanga will not issue any separate communication in this regard.

6. Pre-Bid Meeting

To provide response to any doubt regarding terms and conditions, scope of work and any other matter given in the tender document, a pre-bid meeting has been scheduled to be held in the office of Planetarium cum Knowledge & Science Museum, Darbhanga or an online meeting may

be scheduled. The clarification sought by representative of prospective bidders shall be responded appropriately. However, they shall clarify and will be asked to submit their written request by close of office next working day. The Planetarium cum Knowledge & Science Museum Darbhanga shall upload written response on the Bihar Council on Science and Technology (BCST) (<https://bcst.org.in/>) website to such requests for clarifications, without identifying its source. In case required, amendments issued, shall be binding on all prospective bidders. Further, the issue raised having been clarified shall be final. Bidders are advised to visit the Bihar Council on Science and Technology (BCST) (<https://bcst.org.in/>) website regularly for any updates/ corrigendum/ amendments etc.

7. Earnest Money Deposit (EMD)

- a) The tender shall be accompanied by **Earnest Money Deposit (EMD) of 1,00,000/-** (One Lakh only) **in the shape of Demand Draft from any Schedule Bank in favour of PRABHARI PADADHIKARI TRARAMANDAL SAH GYAN EVAM VIGYAN SANGRAHALAYA, DARBHANGA** must be submitted offline, as per the terms and conditions mentioned in this document. EMD should not have been issued on a date later than the last date for submission of bidding document i.e., **16/01/2024**
- b) The EMD of unsuccessful bidder will be returned to them without any interest, after execution of the contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- c) The EMD shall be forfeited by Planetarium cum Knowledge & Science Museum Darbhanga hereunder or otherwise, under the following conditions:
 - If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
 - If a bidder withdraws its bid during the period of bid validity as specified in this Tender and as extended by the Planetarium cum Knowledge & Science Museum, Darbhanga from time to time.
 - In the case of selected bidder, if it fails within the specified time limit:
 - i. to sign the contract and/or
 - ii. to furnish the Performance Security (PS), before signing the contract agreement, within the period prescribed in the Letter of Intent (LoI).

8. Bid Validity

The submitted bids shall remain valid for a period of 180 days after the date of submission.

9. Signing of the Contract

The Contract document/Agreement between Planetarium cum Knowledge & Science Museum, Darbhanga and selected bidder should be executed within 30 days of the issue of the Letter of Intent (LoI). The selected bidder will have to submit the Performance Security (PS), as applicable before signing of the agreement. Non-fulfilment of this condition will result in cancellation of the award and forfeiture of the EMD with consequential action if so desire.

10. Duration

The contract, if awarded, shall be initially valid for a period of FIVE YEARS (05 years) from the date of award. The contract can be extended for further period of THREE MORE YEARS (03 years) on same terms and conditions. Any further extension may be done on satisfactory performance and mutual agreement. The rent of the property will be adjusted annually, subject to satisfactory services provided by the Tenant.

In case of breach of contract or in the event of not fulfilling the minimum requirements/ statutory requirements, Planetarium cum Knowledge & Science Museum, Darbhanga shall have the right at any time to terminate the contract forthwith in addition to forfeiting the Performance Security amount deposited by the bidder and initiating administrative actions for blacklisting, etc. After the expiry of rental period, the tenant shall surrender possession of all

property movable, or immovable delivered (if any) to Planetarium cum Knowledge & Science Museum Darbhanga under this contract.

11. Start of the Services and Penalty

- a. The bidder shall make the allocated area functional, within 90 days from the date of signing of the contract with the Planetarium cum Knowledge & Science Museum, Darbhanga.
- b. If bidder fails to start the services beyond 90 days, the contract shall be terminated, and the selected bidder may be blacklisted and resulting in forfeiture of performance security/bank guarantee to which, the selected bidder shall have no claims. In such a case, Planetarium cum Knowledge & Science Museum Darbhanga shall be at the freedom to negotiate with the identified second highest bidder (H2).
- c. The Planetarium cum Knowledge & Science Museum Darbhanga reserves the right to impose a penalty (to be decided by the Planetarium cum Knowledge & Science Museum Darbhanga) on the bidder for any serious lapse in maintaining the quality and the services will fully or otherwise by the bidder or his staff or for any adulteration. The bidder will be solely responsible for any complaints/queries and actions taken due to low quality/adulteration of food.
- d. If Planetarium cum Knowledge & Science Museum Darbhanga is not satisfied with the quality of eatables served, services provided or behaviour of the bidder or his/her employees, the bidder will be served with 24-hour notice to improve or rectify the defect(s), failing which the Planetarium cum Knowledge & Science Museum Darbhanga will be at liberty to take appropriate necessary steps as deemed fit.

12. Sub-Contract

Sub-letting/Sub-contracting of the premises would not be allowed under any circumstances and contract may be terminated in case the bidder sublets or sub-contracts its liabilities/responsibilities/ obligation to other. Penal action may also be taken against the bidder.

13. Modification to Contract

The contract when executed by the parties (Planetarium cum Knowledge & Science Museum, Darbhanga and the bidder) shall constitute the entire contract between the parties (Planetarium cum Knowledge & Science Museum, Darbhanga and the bidder) in connection with the services and shall be binding upon the parties (Planetarium cum Knowledge & Science Museum , Darbhanga and the bidder). Modification, if any, to the contract shall be in writing and with the consent of both the parties (Planetarium cum Knowledge & Science Museum, Darbhanga and the bidder) and not otherwise.

14. Performance Security

- a. The successful bidder shall have to furnish a performance security equivalent to Six-month rent, in the shape of a Bank Guarantee issued by a scheduled Bank in favour of Planetarium cum Knowledge & Science Museum, Darbhanga. The Bank guarantee shall be as per proforma at "Annexure 3" and remain valid for a period, which is six months beyond the date of expiry of the contract. The Performance Security will be returned to the bidder, upon validation of completion of all contractual obligations including warranty.
- b. The performance security should be submitted before executing the contract /signing of the contract document positively.
- c. If the bidder violates any of the terms and conditions of tender document of this Notice Inviting Tender in any manner, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the Planetarium cum Knowledge & Science Museum, Darbhanga and the contract may also be cancelled/terminated. Further, the bidder may be blacklisted for a reasonable period as decided by the Department of Science, Technology and Technical Education/ Planetarium cum Knowledge & Science Museum, Darbhanga.

15. ELIGIBILITY & EVALUATION CRITERIA

This invitation is open to organisation who fulfil the eligibility & qualification criteria specified here under.

Sn	Eligibility Criteria	Mandatory Documents to be submitted by the bidders
1	The Bidder should be an established entity registered under Companies Act 1956/2013 or Partnership Act 1932 or Limited Liability Partnership Act 2008 or Proprietorship Firm.	<ul style="list-style-type: none"> For Company- Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013. For Partnership Firm- Registration Certificate issued under Partnership Act 1932, along with Partnership deed. For Limited Liability Partnership (LLP) Firm- Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under Limited Liability Partnership Act 2008. For Proprietorship: Registration Certificate issued under Shops and Establishment Act/Copy of Income Tax Return in the name of proprietor / Copy of GST Registration Certificate or certificate from a Chartered Accountant under her/his seal and signature declaring the firm to be Proprietorship Firm.
2	The vendor must possess all necessary licenses, permits, and certifications required by local health and food safety authorities.	FSSAI (Food Safety and Standards Authority of India) license in India Certificate issued by competent authority
3	The Bidder must have average annual turnover of not less than INR 10 Lakh in last three financial years FY 2019-20, FY 2020-21 & FY 2021-22 , as evidenced by the audited accounts of the company.	Audited Balance sheet and Profit & Loss Account for FY 2019-20, FY 2020-21 & FY 2021-22.
4	Bidder will provide self-attested copies of (i) PAN card of bidder/firm (ii) Income tax return (ITR) of last three years financial year (FY 2019-20, FY 2020-21, and FY 2021-22) (iii) GST Registration Certificate	Self-attested copies of: (i) Bidder's PAN card (in case of Proprietorship)/ PAN card of the Firm (iv) Copy of Income Tax Return (ITR) for last three financial year (FY 2019-20, FY 2020-21, and FY 2021-22) (ii) Copy of GST Registration Certificate

16. Technical Evaluation criteria (Documentary evidence as per Annexure 1)

Criteria	Details	Marks	Details	Marks	Details	Marks
Total Number of years of operations hotel/ restaurant /canteen/cafeteria *	= 3 Years	10	>3 to <=5 years	15	>5 years	20

Average turnover of the company in the last 3 years (FY 2019-20, FY 2020-21, and FY 2021-22)	=>10 Lakh <40 lakh	5	=> Rs 40 lakh <70 lakh	10	=>70 lakh	20
Number of outlets/cafeterias	>1 to <5	5	=>5 to <10	8	=>10	10
Total marks						50

Note: Bidders score 60% or more i.e 30 marks or more, shall qualify for the financial evaluation.

*** If the contract is successfully completed, the bidder must provide a completion certificate for that duration.**

17. Financial Evaluation

Financial bids (as per Annexure 2 format) shall be opened only for the vendors whose bids are found to be Technically fit/ substantially responsive and complying with minimum eligibility criteria.

- i) Planetarium cum Knowledge & Science Museum Darbhanga will open the financial bids of only Technically Qualified bidders, in presence of the Nodal Officer / designated representatives of the bidder who choose to attend, at the time, date and place, as decided and communicated by Planetarium cum Knowledge & Science Museum Darbhanga.
- ii) Upset Price: The minimum upset price (the "Upset Price") is Rs 50,000/- (Fifty Thousand Only per month) The bidder shall quote upfront premium in the financial bid (in Rupees) more than upset price. Any bid less than the upset price will be rejected.
- iii) Discrepancy in the financial bid, it will be dealt as per the following:
 - a. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected.
 - b. If there is a discrepancy between words and figures, the amount in words shall prevail.
- iv) Of all the Financial Bids opened, the bidder whose financial bid is highest (hereby referred to as H1 bidder) will be considered eligible for negotiations (if any) and award of contract.
- v) In case more than one bidder has quoted same Price, the bid shall be evaluated through a lottery system and the videography of the complete process shall be kept as a record.

18. Scope of Work for Cafeteria Service

The Cafeteria and Snacks Counter will be open to the visitors, guests and Planetarium staff's Special attention shall be given to the service provider that provide hygienic and healthy food options with innovative presentations. **Kitchen-cum-Cafeteria -1980 Sqft and Snacks Counter -387.5 Sqft**

18.1 Operating Hours: The Kitchen cum cafeteria will remain open every day from 10 AM to 10 PM and Snacks counter being in the premises of main building shall open during the Planetarium working hours i.e. 10 AM -5 PM. However, depending on the exigencies, the service provider may be required to keep the cafeteria open or close as per requirement.

18.2 Food Preparation and Service:

- Provide a diverse menu selection that includes a variety of nutritious and appealing meals.
- Ensure the food is prepared in a hygienic and safe manner, following all local health and safety regulations.
- Maintain high standards in food presentation and taste to meet customer satisfaction.

18.3 Facility Maintenance and Cleanliness:

- Keep the cafeteria, kitchen and snacks counter clean, including dining areas, food preparation spaces, serving counters, and seating areas.
- Regularly inspect and maintain kitchen equipment, such as ovens, stoves, refrigerators, and dishwashers, to ensure proper functioning.
- Adhere to sanitation and hygiene standards, including regular handwashing, food handling procedures, and equipment sanitization.
- Manage waste disposal efficiently, following appropriate recycling and waste management practices/ protocol. Bidder shall dump the waste material in proper/ designated place so that it does not cause any inconvenience to Guests, Visitors and neighbouring society.

18.4 Customer Service and Satisfaction:

- Ensure friendly and prompt service to customers, addressing their inquiries and feedback in a professional manner.

18.5 Health and Safety Compliance:

- Comply with all local health and safety regulations, including food handling, storage, and preparation guidelines.
- Conduct regular inspections and self-audits to identify and address potential health and safety hazards.
- Maintain up-to-date records and documentation required by regulatory authorities, such as permits, licenses, and training certifications.

19. Payment Terms for Rent:

- The rent amount would be the rate quoted by the bidder (H1) in the financial bid of the Tender.
- Payment of the rent would be on monthly basis.
- No cash transaction would be entertained in any circumstance.
- Bidder should pay the rent in the designated bank account (to be notified in the Rent agreement) through online mode only (RTGS/NEFT etc) on or before 5th of every month.
- Rent for this property shall be increased annually after first year @ 5% of the previous year rent.
- A penalty of 10% of the rent would be levied on the tenant in case of any delay in payment of rent.
- Non-payment of rent for 3 consecutive months will result in termination of contract without any prior notice.

TERMINATION, DISPUTE RESOLUTION & OTHER

20. Termination of Contract

- a) If any bidder found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), in order to secure eligibility to the bidding process during the submission of bid or after release of Letter of Intent (LoI) or agreement formalization after signing of contract, shall be liable for punitive action amounting to blacklisting of the bidder, including the forfeiture of concerned EMD and/or Performance Security also, whatever it relates.
- b) Non-payment of rent for 3 consecutive months will result in termination of contract without any prior notice.
- c) Notwithstanding contained here, the Planetarium cum Knowledge & Science Museum , Darbhanga prejudice to any other contractual rights and remedies available to it, shall by written notice of default sent to the tenant, terminate the contract in whole or in part, if the tenant fails to perform services as specified in the present contract read with the terms of the contract agreement or any other contractual obligations within the time period specified in the contract and the firm may be blacklisted, consequently the performance security may be forfeited.
- d) **Termination for Insolvency** - If the bidder becomes bankrupt or otherwise insolvent, it will inform to the Planetarium cum Knowledge & Science Museum , Darbhanga within 30 days written notice to terminate the contract. Planetarium cum Knowledge & Science Museum , Darbhanga reserves the right to terminate, without any compensation, whatsoever, to the bidder, and may forfeit the performance security.
- e) **Termination by mutual consent** - In the event the Planetarium cum Knowledge & Science Museum , Darbhanga and the bidder mutually agrees to the terminate the contract, either party shall give 90 days' written notice to the other party and after the consent of both the parties contract may be terminated without any Legal or financial obligation on any party to the contract.

21. Force Majeure

- a) For purposes of this clause, Force Majeure means an event beyond the control of the bidder and not involving the bidder's fault or negligence, and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non –

performance or delay in performance. Such events may include wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, earthquake, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

- b) If a Force Majeure situation arises, the bidder shall promptly notify the Planetarium cum Knowledge & Science Museum Darbhanga in writing of such conditions and the cause thereof within 7 days of occurrence of such event. Unless otherwise directed by the bidder in writing, the bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- c) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty days, either party may at its option terminate the contract without any financial repercussion on either side.

22. Notices

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or e-mail or by post. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract between the Planetarium cum Knowledge & Science Museum, Darbhanga and the bidder.

23. Resolution of Disputes

- a) Any dispute or difference or claim arising out of or in relation to this Agreement, will be settled by reaching a mutual understanding between the parties.
- b) If any further dispute arises between the parties thereupon, the same will be settled as per the extant law of land through the competent court of law under the territorial jurisdiction of Patna only.

24. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

<Company Letter head>

Technical Bid Format**Technical Bid for renting Cafeteria and Snacks counter at Planetarium-cum-Science Museum Darbhanga**

1.Name of the company and Complete Postal Address (as per Registration Certificate)					
2. Company Profile:					
3. Name, Designation and Tel. No(s) of the Contact Person, Mobile /Phone and email address.					
4. Declaration that the bidder has not been debarred / blacklisted by any Government/Semi-Government Organization (As per annexure 4)					
5. Total Number of years of operations hotel/ restaurant/canteen/ cafeteria (Documentary evidence)					
6.Statutory details (photocopy to be attached) a) Registration No. of the Firm- b) PAN- c) GST Reg. No.- d) Food Safety Reg. No.(FSSAI)-					
7. List of present and past clients (Please use separate sheet for each) as per the following format.					
Sr. No.	Name of Organization with complete postal address	Name and Designation of contact person with Tel.No./Mob. No.	Date from which the contract was awarded	Contract completed *or continued (as applicable)	Total Number of years of operations hotel/ restaurant /canteen/cafeteria
1.					
8.Average turnover of the company in the last 3 years (FY 2019-20, FY 2020-21, and FY 2021-22)		FY 2019-2020	FY 2020-21		FY2021-2022
9. Audited Balance sheet and Profit & Loss Account for FY 2019-20, FY 2020-21 & FY 2021-22.		FY 2019-2020	FY 2020-21		FY2021-2022

Note: Attach necessary documentary evidence to substantiate information mentioned above.

*** If the contract is successfully completed, the bidder must provide a completion certificate for that duration.**

< Authorised Signature >

Name :

Designation :

<Company Letter head>

FINANCIAL BID FORMAT

To,

Prabhari Padadhikari,
Planetarium cum Knowledge & Science Museum,
Government Polytechnic Maidan,
Kadirabaad, Darbhanga, Bihar, Pin – 846004

Financial Bid for renting Cafeteria and Snacks counter at Planetarium-cum-Science Museum
Darbhanga

S.no.	Working Space	Rent per Month to be paid to Planetarium cum Knowledge & Science Museum, Darbhanga (INR)
1	Cafeteria cum Kitchen & Snacks Counter	

<Authorised Signature>

Name:

Designation:

FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

To

.....

.....

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has been identified and selected for the district of (Mention the name of the district), and has undertaken, in pursuance of Contract dated ... 2023 (hereinafter referred to as "the Contract") to implement the [Name of the project: Tender Notice for selection of bidder for providing services of cafeteria, snacks counter at Planetarium cum Knowledge & Science Museum Darbhanga.

AND WHEREAS it has been stipulated in the said Contract that the bidder shall furnish a Bank Guarantee ("the Guarantee") from a Scheduled Bank for the project/performance of the [Name of the Project] as per the contract. WHEREAS we ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give Prabhari Padadhikari Traramandal Sah Gyan Evam Vigyan Sangrahalaya, Darbhanga. the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

- 1. The Bank hereby irrevocably and unconditionally guarantees the payment of Rs./- (..... rupees only) to Planetarium cum Knowledge & Science Museum Darbhanga under the terms of their contract dated on account of full or partial non-performance / non- implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards Planetarium cum Knowledge & Science Museum Darbhanga under this Guarantee shall not, under any circumstances, exceed in aggregate.
2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from Planetarium cum Knowledge & Science Museum Darbhanga stating full or partial non-implementation and/ or delayed and or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to Planetarium cum Knowledge & Science Museum Darbhanga any and all sums demanded by Planetarium cum Knowledge & Science Museum Darbhanga under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from Planetarium cum Knowledge & Science Museum Darbhanga to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr..... (Mention the official address of the Bank)
3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of months from the date of its execution.
4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
a. any change or amendment to the terms and conditions of the Contract or the execution of any further contracts/Agreements.

- b. any breach or non-compliance by the bidder with any of the terms and conditions of any contracts/credit arrangement, present or future, between bidder and the Bank.
5. The Bank also agrees that Planetarium cum Knowledge & Science Museum Darbhanga at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against bidder and not withstanding any security or other guarantee that Planetarium cum Knowledge & Science Museum Darbhanga may have in relation to the bidder's liabilities.
 6. The Bank shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of Planetarium cum Knowledge & Science Museum Darbhanga or any other indulgence shown Planetarium cum Knowledge & Science Museum Darbhanga or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
 7. This guarantee shall be governed by the laws of India and only the courts of district only, shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the Day of2023

Witness 1:

Name:

(Signature)

Witness 2:

Name:

(Signature)

Format for Declaration by the bidder for not being Blacklisted/ Debarred:

(To be executed on a non-judicial stamp paper of appropriate stamp duty (as per Stamp Act of Bihar)

Date:

To,

**Prabhari Padadhikari,
Planetarium cum Knowledge & Science Museum ,
Government Polytechnic Maidan,
Kadirabaad, Darbhanga, Bihar, Pin – 846004**

Subject: Submission of proposal in response to the Tender for
“ _____ ”

Ref: Tender No. :

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not blacklisted / banned / debarred/ declared ineligible / declared having dissatisfactory performance and not banned by the Government of Bihar/ Any other State Government/ Government of India which includes any Government Department, Public Sector Undertakings of the Government, Statutory Department formed by the Government, Local Bodies in the State, Co-operative Institutions in the State, Universities and Societies formed by the Government for any reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, Planetarium cum Knowledge & Science Museum , Darbhanga reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you.

Yours faithfully,

<Authorized Signatory >

Name:

Designation:

Address:

Telephone & Fax: