

Re-Tender Documents

**For Restaurant, Catering Service, Maintenance
& Management of Guest House
at
Indra Gandhi Science Complex, Patna
Bihar Council on Science & Technology,**

Re-Tender Number:-NIT-02/2024

Issued on 29-02-2024

**Department of Science, Technology and Technical Education
BIHAR COUNCIL ON SCIENCE AND TECHNOLOGY
INDIRA GANDHI SCIENCE COMPLEX PLANETARIUM,
ADALATGANJ, BAILEY ROAD,
PATNA- 800001**

NOTICE INVITING RE - TENDERS

1. "The Department of Science, Technology, and Technical Education (DSTTE), Government of Bihar, Patna, is the nodal department catering to the needs of Technical Education in the State of Bihar. Under the aegis of DSTTE, the Bihar Council on Science & Technology (BCST) has been established at Patna, housed at the Indira Gandhi Science Complex. This complex includes the Indira Gandhi Planetarium (IGP), an auditorium with a capacity of approx. 150 seats, and a guest house (Ground plus 2 floors with a total build-up area of approx. 8556 Sq. Ft.) with adequate parking/green area. The guest house features four suite rooms (a bedroom with a drawing room and an attached toilet), four bedrooms (with attached toilet), conference room, kitchen, dining room, hall, office space and a Common toilet for Male, Female and differentially abled.
2. The objective of the Indira Gandhi 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 auditorium will be extensively utilized by DSTTE, other government departments, organizations, and individuals for hosting events.
3. The Indira Gandhi Planetarium will be open to students and individuals of all ages. In addition to other amenities, a restaurant and catering service to be developed on-site to offer a variety of wholesome and hygienic food and drinks, provide catering for events held in the auditorium, and maintenance and management of the guest house for the use of guests and visitors. The management of the Bihar Council on Science & Technology, Patna (BCST), is seeking to rent out the area in the planetarium premises and catering services along with maintenance and management of guest house to a company with prolific experience in the business of hotels, restaurants, or cafeterias.
4. Bihar Council on Science & Technology, Patna is soliciting sealed tenders from reputed hotel/restaurant/ or /cafeteria under "Two-bid" system -Technical Bid (un-priced) and Financial Bid (priced) to rent space of approx. 4435 Sq. ft. at Bihar Council on Science & Technology, Indira Gandhi Science Complex, Patna. The tender is limited to the renting of space for the restaurant and catering services for the events organized, along with maintenance and management of guest house, with no provision for any other costs incurred during the setup of the restaurant and catering service. Any costs incurred in setting up the restaurant will be the sole responsibility of the bidder.
5. The bidder shall ensure that, while carrying out the work, fittings, fixtures, furnishings, equipment's provided, if any, by the Bihar Council on Science & Technology, Patna 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 Bihar Council on Science & Technology at the Bidders risk and cost. In this regard, the decision of the Project Director, Bihar Council on Science & Technology, Patna shall be final and binding on the bidder.
6. The bidder shall handover premises to the Bihar Council on Science & Technology, Patna upon completion of contract /termination.
7. The contract shall be signed between the successful bidder & Bihar Council on Science & Technology, Patna. Enquiries and clarifications (if any), shall be addressed to: Project Director, Bihar Council on Science & Technology IGSC-Planetarium, Adalatganj, Patna-800001 Email id: – pd@bcst.org.in

8. **Schedule of Events:**

Sn.	Schedule	Important dates
1	Tender No.	02/2024 Dated 29-02-2024
2	Bid Publishing Date	04-03-2024
3	Pre bid meeting Date	11-03-2024 at 11.00 A.M.
4	Last Date of submission of bid	25-03-2024 up to 05.00P.M.
5	Bid opening date & Time (Technical & Financial)	Technical bid: 01-04-2024 at 11.00 A.M. Financial Bid: To be intimated later on
6	Bid validity period	180 Days (One hundred and eighty days)
7	Contact Person	Project Director, Bihar Council on Science & Technology IGSC-Planetarium, Adalatganj, Patna-800001 Email id: – pd@bcst.org.in
8	Website	https://bcst.org.in/

NB: Bihar Council on Science & Technology, Patna reserves all the right to revise/change/cancel the Tender at any stage without assigning any reasons thereof.

9. The tender shall be accompanied by **Earnest Money Deposit (EMD) of Rs. 1,00,000.00 (One Lakh only) in the shape of Demand draft, offline from any Schedule Bank in favour of Project Director, Bihar Council on Science & Technology, Patna.**
10. The technical and financial bids must be submitted through Hardcopy addressed to “**Project Director, Bihar Council on Science & Technology IGSC-Planetarium, Adalatganj, Patna-800001**” before the date and time specified in the Notice Inviting Tender (NIT). Bihar Council on Science & Technology, Patna 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."
11. The bidders shall submit their eligibility and qualification details, certificates as mentioned in the tender document in the format annexed in the Tender.
12. 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 25-03-2024 of bids
Technical Bid (Un-priced)	As per format mentioned in Tender (Annexure I)
Financial Bid (Priced)	As per format mentioned in Tender (Annexure 2)

13. In the event of any of the above-mentioned dates being declared as a holiday/ closed day for Bihar Council on Science & Technology, Patna the tenders/EMD will be received/opened on the next working day at the scheduled time.
14. 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.

15. The hard (Physical) copy of the Earnest Money Deposit (EMD) should be sent to **Project Director, Bihar Council on Science & Technology IGSC-Planetarium, Adalatganj, Patna-800001** by Registered Post, Speed Post or by hand. 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.
16. 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.
17. The Restaurant will remain open every day as per rules and regulation by regulatory authority/department.
18. The possession of the premises to be assigned by Bihar Council on Science & Technology, Patna to the bidder for providing services will always remain with Bihar Council on Science & Technology, Patna, even when the premises are in use or not. The Tenant will vacate the premises immediately after termination of contract.
19. No structural alterations to the rented premises are permitted. Any request for structural changes would require pre-approval by the Secretary, Bihar Council on Science & Technology, Patna.
20. Tenant should ensure fire protection and fire safety measures at the rented premises.
21. 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 or speed post/ by hand only.
- b. The bidders shall submit one sealed envelope consisting of two separate sealed envelopes for Technical Bid (Un-priced) and financial bid (Priced). Bidder shall ensure Proper labelling of the envelop.
- 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 bidder should develop restaurant on-site to offer a variety of wholesome and hygienic food and drinks for guest and visitors.
- g. Bihar Council on Science and Technology (BCST) would not be responsible for any cost pertaining to furniture, fixture, dish plate, cutlery, kitchen equipment, gas connection, cooking utensils, storage cabinets (cold or hot) etc or any other cost in setting up of the restaurants.
- h. The auditorium is utilized for various events the bidder would have to provide catering service to these events at a discounted or mutually agreed-upon prices.
- i. The bidder should be responsible for providing catering services along with maintenance and management of guest house.
- j. Booking of the Guest house and auditorium would be the responsibility of Bihar Council on Science and Technology (BCST).
- k. 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.
- l. 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.
- m. The Financial bids (as per Annexure 2) submitted by all bidders shall be valid for 180 days from the date of submission of Bid.
- n. The operations of Restaurant and Catering services 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 etc including third-party claims.
- o. The minimum upset price (the "Upset Price") is Rs. 2,50,000.00 (Rupees Two Lakh Fifty Thousand) + GST per month GST as applicable). The bidder shall quote more than the upset price in the financial bid (in Rupees) (As per the format provided in annexure 2). Any bid less than the upset price will be rejected.**
- p. A separate meter shall be installed for the restaurant. The bidder shall pay electricity charges as per norms and rates determined by the competent authority. Water charges, if applicable, shall be paid by the bidder.
- q. The bidder shall keep the Restaurant 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.

- r. Any obligation pertains to insurance coverage, wage, health & safety etc as per applicable law for its manpower and infrastructure deployed/installed shall be bidders' responsibility. Bihar Council on Science and Technology (BCST) under no circumstance would be responsible for any laps/claim whatsoever.
- s. The tender is limited to the renting of the designated space of Approx 4435 Sq.ft. and catering services along with maintenance and management of guest house at the Indira Gandhi Science Complex. Any additional cost incurred in setting up the restaurant would be the sole responsibility of the Bidder.
- t. Rent for this property shall be increased annually after first year @ 5% of the previous year rent.
- u. 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.
- v. 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. Bihar Council on Science and Technology (BCST) would facilitate the visit/ inspection of the site. Bidders shall reach to Project Director, Bihar Council on Science & Technology IGSC-Planetarium, Adalatganj, Patna-800001 Mobile no:9431046110 for visit enquiry.

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 Bihar Council on Science & Technology, Patna 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 Bihar Council on Science & Technology, Patna 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. Bihar Council on Science & Technology, Patna 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 Bihar Council on Science & Technology, Patna 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 Bihar Council on Science & Technology, Patna 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 Rs.1,00,000.00 (Rupees One Lakh only) in the shape of Demand Draft from any Schedule Bank in favour of Project Director Bihar Council on Science & Technology, Patna.** It 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., **25-03-2024 up to 05.00 P.M.**
- 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 Bihar Council on Science & Technology, Patna 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 Bihar Council on Science & Technology, Patna 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 Bihar Council on Science & Technology, Patna and selected bidder should be executed within 21 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 may be extended for further period of TWO (02 years) or more year on **annual basis** on same terms and conditions subject to satisfactory performance.

In case of breach of contract or in the event of not fulfilling the minimum requirements/statutory requirements, Bihar Council on Science & Technology, Patna 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 Bihar Council on Science & Technology, Patna 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 Bihar Council on Science & Technology, Patna.
- b. If bidder fails to start the services beyond 90 days, the contract shall be terminated, and the selected bidder may be blacklisted resulting in forfeiture of performance security/bank guarantee to which, the selected bidder shall have no claims. In such a case, Bihar Council on Science & Technology, Patna shall be at the freedom to negotiate with the identified second highest bidder (H2).
- c. The Bihar Council on Science & Technology, Patna reserves the right to impose a penalty 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 Bihar Council on Science & Technology, Patna 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 Bihar Council on Science & Technology, Patna 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 (Bihar Council on Science & Technology, Patna and the bidder) shall constitute the entire contract between the parties (Bihar Council on Science & Technology, Patna and the bidder) in connection with the services and shall be binding upon the parties (Bihar Council on Science & Technology, Patna and the bidder). Modification, if any, to the contract shall be in writing and with the consent of both the parties (Bihar Council on Science & Technology, Patna and the bidder) and not otherwise.

14. Performance Security

- a. The successful bidder shall have to furnish a performance security equivalent to **04 (Four) Month** of rent, in the shape of a Bank Guarantee issued by a scheduled Bank in favour of Project Director, Bihar Council on Science & Technology, Patna. 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 Bihar Council on Science & Technology, Patna 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/ Indra Gandhi Planetarium (IGP)Patna.

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 and Certificate issued by competent authority
3	The Bidder must have average annual turnover of not less than INR 1 crore in last three financial years (FY 2020-21, FY 2021-22 & FY 2022-23), as evidenced by the audited accounts.	Audited Balance sheet and Profit & Loss Account for last three financial year (FY 2020-21, FY 2021-22 & FY 2022-23)
4	Bidder will provide self-attested copies of	Self-attested copies of: (i) Bidder’s PAN card (in case of

Sn	Eligibility Criteria	Mandatory Documents to be submitted by the bidders
	(i) PAN card of bidder/firm (ii) Income tax return (ITR) of last three years financial year (FY 2020-21, FY 2021-22 & FY 2022-23), (iii) GST Registration Certificate.	Proprietorship)/ PAN card of the Firm (ii) Copy of Income Tax Return (ITR) for last three financial year (FY 2020-21, FY 2021-22 & FY 2022-23), (iii) Copy of GST Registration Certificate.
5	Running at least 2 numbers of hotels /restaurants/cafeteria in last 3 financial year (FY 2020-21, FY 2021-22 & FY 2022-23) & current financial year 2023-24	GST Return for last 3 financial year (FY 2020-21, FY 2021-22 & FY 2022-23),
6	Atleast 3 years of experience in hotel/restaurant/cafeteria	Audited Balance sheet and Profit & Loss Account for last three financial year (FY 2020-21, FY 2021-22 & FY 2022-23) and GST return for last 3 financial year (FY 2020-21, FY 2021-22 & FY 2022-23),
7	Declaration that the bidder has not been debarred / blacklisted by any Government/ Semi-Government Organization etc.	As per annexure 4

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

Criteria	Details	Marks	Details	Marks
Total Number of years of operations hotel/restaurant/cafeteria	>=3 to <=5 years	15	>5 years	20
Average turnover of the company in the last 3 years	=> Rs 1 crore <2 crore	10	=>2 crore	20
Number of hotel/restaurant/cafeteria	=>2 to <5	5	=>5	10
Total				50

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

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) Bihar Council on Science & Technology, Patna 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 Bihar Council on Science & Technology, Patna.
- ii) Upset Price: The minimum upset price (the "Upset Price") is Rs 2,50,000/- (Rupees Two Lakh Fifty Thousand only) +GST per month GST as Applicable) 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 Restaurant and Catering Service:

The Restaurant and Catering service will be open to the visitors, guests and Planetarium staff's.

Restaurant – Approx 4435 Sq. Ft., Maintenance and Management of Guest house and Catering service at auditorium and guest house. The guest house is Ground plus 2 floors with a total build-up area of approx. 8556 Sq. Ft. with adequate parking/green area. The guest house features four suite rooms (a bedroom with a drawing room and an attached toilet), four bedrooms (with attached toilet), conference room, kitchen, dining room, hall, office space and a Common toilet for Male, Female and differentially abled.

18.1 Operating Hours: The Restaurant will remain open every day as per rules and regulation by regulatory authority/department. The Planetarium complex also house an auditorium with seating capacity of approx. 150 seat the bidder should provide catering service for the events and also maintain and manage the guest house.

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.
- Catering service for events organized at the auditorium and guest house.
- Food/ catering services shall be provided as per following:

For Events

- **Organized by BCST/DSTTE:** Predetermined menu and price that have been mutually agreed. Payment for this would be made by BCST / DSTTE.
- **Organized by department/ institution other than BCST/DSTTE:** Menu and price shall be negotiated and mutually decided between the organizing department / institution and the bidder. Payment for this would be made by the concerned organizer.
- **There will be periodic agreement for events between BCST and service provider. For other departments it will be based on mutual consent between the service provider and other department on case to case basis.**

For Guest house

- Bidder should provide guest house's menu and room service for breakfast, lunch, dinner, snacks, and other meals as per order. Menu and price would be mutually agreed upon. Payment for this would be made either by the guest or by the sponsoring Department as the case may be.

For Restaurant

- **The capacity of the restaurant will be based on the availability of restaurants space and maintenance of quality and hygiene**
- **For Visitor:**
The bidder should accommodate every diner of the restaurant at the price specified in the menu.

18.3 Facility Maintenance & Cleanliness in restaurant and guest house:

- **Off site food parcel services (Take away Services) is permissible under the contract.**
- Keep the premises clean, including dining areas, food preparation spaces, serving counters, seating areas, etc.
- Regularly inspect and maintain kitchen equipment for safety compliance.
- Maintenance of the guest house such as cleaning and dusting of rooms, corridors toilet etc.
- Preventive maintenance of the restaurant and guesthouse area.
- Adhere to sanitation and hygiene standards, including regular hand washing, 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.
- Transport of the luggage of the guest from reception to the rooms and vice versa.

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.

18.6 Other Responsibility

Bidder responsibility @guest house and restaurant premise:

- **Awarded bidder have to maintain own GEN-SET for power backup for restaurant area and free of cost space for GEN-SET will be provided by the BCST.**
- **For Guest House power backup will be provided by the BCST.**
- Minor repair/change pertaining to:
 - Electric fittings: such as fan, bulbs, Tube, electrical socket, Air conditioner etc
 - Plumbing: Fixture, faucet, pipe leakage, sanitary ware etc
- Cleaning/dry wash/laundry of Bedding set.
- Provide toiletries set for the Guest house.

Note: Any major structural changes, maintenance of parking area, garden, replacement of Air conditioner, Issues with central drainage system shall be the responsibility of BCST.

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 may 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 Bihar Council on Science & Technology, Patna 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 Bihar Council on Science & Technology, Patna within 30 days written notice to terminate the contract. Bihar Council on Science & Technology, Patna 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 Bihar Council on Science & Technology, Patna and the bidder mutually agrees to 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. **However, policy of natural justice and provision of agreement will apply.**

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 Bihar Council on Science & Technology, Patna 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 Bihar Council on Science & Technology, Patna 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

Renting space for Restaurant Catering services and Maintenance & Management of Guest house
@ Bihar Council on Science & Technology, Patna

1.Name of the company and Complete Postal Address (as per Registration Certificate)				
2. Company/Firm 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/ 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. Turnover of the company	FY 2020-2021	FY 2021-22	FY2022-2023	Average turnover of the company in the last 3 years
8. List Number of outlets/ cafeterias/ restaurant	Name of the restaurant	Address	GST number	

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,

Project Director,
Bihar Council on Science & Technology,
IGSC-Planetarium,
Adalatganj, Patna-800001

Renting space for Restaurant and Catering services @ Bihar Council on Science & Technology, Patna

S.no.	Working Space	Rent per Month to be paid to Bihar Council on Science & Technology, Patna (INR) Excluding GST
1	Restaurant and Maintenance & Management of Guest house	

<Authorised Signature>

Name:

Designation:

Note: Applicable GST or any other tax shall be borne by the Bidder

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, and has undertaken, in pursuance of Contract dated ... 2024 (hereinafter referred to as "the Contract") to implement the [Name of the project: **Tender Notice for selection of bidder for providing restaurant and catering service at Bihar Council on Science & Technology, Patna.**

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 **Project Director Bihar Council on Science & Technology, Patna** 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 Bihar Council on Science & Technology, Patna 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 Bihar Council on Science & Technology, Patna 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 Bihar Council on Science & Technology, Patna 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 Bihar Council on Science & Technology, Patna any and all sums demanded by Bihar Council on Science & Technology, Patna under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from Bihar Council on Science & Technology, Patna 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 Bihar Council on Science & Technology, Patna 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 notwithstanding any security or other guarantee that Bihar Council on Science & Technology, Patna 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 Bihar Council on Science & Technology, Patna or any other indulgence shown Bihar Council on Science & Technology, Patna 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 thecourts ofPatna only, shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the Day of2024

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,

**Project Director,
Bihar Council on Science & Technology,
IGSC-Planetarium,
Adalatganj, Patna-800001**

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/Firm _____ 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, Bihar Council on Science & Technology, Patna 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: