



Request for Proposal (RFP)

For

Appointment of agency to manage Bihar State Tourism Development Corporation Ltd. food counter at Central Vista Avenue

**Department of Tourism, Government of Bihar,
Old Secretariat, Patna-800015**

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**Department of Tourism, Government of Bihar,
Old Secretariat, Patna-800015**
Email - directortourismbihar@gmail.com
Tel: +91 0612 2217045



SHORT TENDER NOTICE

APPOINTMENT OF AGENCY TO MANAGE BIHAR TOURISM FOOD COUNTER AT CENTRAL VISTA AVENUE, NEW DELHI

NIT. No: TDRT/50020/04-2022/13

Date: 16.08.2022

1 DOT invites bids from eligible experienced appointment of agency to manage Bihar Tourism food counter at Central Vista Avenue.

2	Place & Date of Pre-bid meeting	Date: 23.08.2022 Time 3.00 PM, Directorate of Tourism, Old Secretariat, Patna-800015
3	Last date and time for receipt of bids	Date 30.08.2022; 3:00 PM
4	Time and Date of opening of technical bids	Date: 30.08.2022, 4.00 PM
5	Time and Date of financial bids	To be Communicated later on
6	Period of bids validity	90 days
7	Officer inviting bids	Director Tourism, Department of Tourism
8	The details related to payment, eligibility criteria and evaluation process can be seen in the tender document. The tender documents can be obtained through website: tourism.bihar.gov.in	
9	All the information/corrigendum/addendum related to the project shall be published on the website tourism.bihar.gov.in	
11	The Authority shall have the right to reject the bid partially or fully without assigning any reason whatsoever.	
12	For any information, Contact- Sri Ranjan Kumar, Assistant Director, Mobile No. +918544402431	

**Assistant Director
Directorate of Tourism**

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DISCLAIMER

- a. The information contained in this Request for Proposals document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority (Director, Department of Tourism) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- b. This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
- c. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- d. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.
- e. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- f. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
- g. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Operator, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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- h. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain the responsibility of the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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FactSheet

S. No.	Particular	Details
1	Document Reference Number	NA
2	Date for Issue of RFP	20.08.2022
3	Project Period	12 months
4	Bid Procedure	Two Part (Technical & Financial), Open Competitive Bid
5	Selection Procedure	Highest Per Month Rent Quoted by the Bidder (H1)
6	Bid Validity	90 days from the bid submission deadline
7	Last Date & Time for receipt of queries for Pre- bid Meeting	22.08.2022; 02:00 PM
8	Date & Time for Pre-bid Meeting	22.08.2022; 02:00 PM
9	Last Date & Time for Submission of Proposals	29.08.2022; 03:00 PM
10	Date & Time for opening of Technical Proposal	29.08.2022; 04:00 PM
11	Date & Time for opening of Financial Bids	To be communicated to technically responsive bidders
12	Declaration of Successful bidder and release of work order	To be notified
13	Bid Document Fee	INR 5,000 (non-refundable)
14	Earnest Money Deposit*	INR 50,000 (INR Fifty Thousand) (refundable)
15	Address for Bid Submission	Director, Department of Tourism, Government of Bihar, Old Secretariat, Patna-800015 Email - directortourismbihar@gmail.com Tel: +91 0612 2217045, Fax: +91 0612 2217042
16	Website	tourism.bihar.gov.in
17	Authority	Director, Department of Tourism, Government of Bihar,

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S. No.	Particular	Details
18	DOT/ "Authority"	Department of Tourism, Government of Bihar

Submission of Bids, opening of bids and Prebid Conference shall be held at the office of Director, Department of Tourism, Old Secretariat, Patna-800015 Bihar.

* MSME registered companies – refer to clause 2.1.1.8.

As per details, terms and conditions given in the RFP, Authority Reserves the right to accept or reject any or all the bids without assigning any reason thereof.

1 INTRODUCTION

1.1 Background Information

- 1.1.1. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "Bidding Documents"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified for submission of Bids (the "Bid Due Date").

1.2 Brief description of Bidding Process

- 1.2.1. Tender can be downloaded from the department website tourism.bihar.gov.in before the Bid due date. The bidders are requested to submit the bid processing fee, tender fee and EMD as per the value and mode mentioned in NIT and all bidders are required to follow the bidding process as mentioned in this tender document.
- 1.2.2. The technical and financial proposals along with Bid Document Fee and EMD shall be submitted at the office of Director, Department of Tourism before the due date and time of submission of bids.
- 1.2.3. Bids received after the bid due date shall be rejected and shall be returned unopened.
- 1.2.4. In the absence of the Document Fee and EMD submitted within the timelines, the Bid shall be outright rejected.
- 1.2.5. Technical Bids shall be opened as per schedule given and for technically qualified bidders the financial Bids shall be opened according to the dates communicated to the eligible bidders.
- 1.2.6. The Bid shall be valid for a period of not less than 90 (ninety) days from the Bid Due Date.
- 1.2.7. Any addenda/ corrigendum issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- 1.2.8. During the Bid Stage, Bidders are invited to examine the Project site in full detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award for implementation of the Project.
- 1.2.9. No costs shall be payable to the bidders for the process involved in the inspection as well as Preparation and submission of the RFPs.
- 1.2.10. Any queries or request for additional information concerning this RFP shall be submitted by e-mail at directortourismbihar@gmail.com, so as to reach the officer designated by the specified date. The subject of the emails shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: "Appointment of agency to manage Bihar Tourism food counter at Central Vista Avenue, New Delhi"

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- 1.2.11. Department of Tourism (DoT) 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 DoT and bidders previously subject to the bid due date will thereafter be subject to the bid due date as extended.
- 1.2.12. Any entity who is a defaulter in Payment of Management Fee / other dues to DoT, has been blacklisted by DoT or other Govt. dept. /Organization/ Corporation, or is having any current or pending litigation including Arbitration in any court or tribunal against the DoT as on date of Advertisement of the Tender shall not be allowed to participate in bid
- 1.2.13. Bid document cost should be paid by demand draft of any scheduled banks payable in favor of Director Tourism payable at Patna. Similarly, EMD shall be paid in the form of Demand Draft in favor of Director Tourism payable at Patna.
- 1.2.14. In exceptional circumstances, the competent authority may solicit the Bidder's consent to an extension of the period of validity.
- 1.2.15. Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.
- 1.2.16. The bidders shall submit their Technical bid and Financial bids in standard formats given in this RFP. The bidder shall sign on the supporting statements, documents, certificates, submitted by him/ her, owning responsibility for their correctness/authenticity.
- 1.2.17. DoT may reject a proposal at any stage if it is found that the firm recommended for award has indulged in corrupt or fraudulent activities in competing for the contract in question and may also declare a firm ineligible or blacklist the firm, either indefinitely or for a stated period of time, if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- 1.2.18. Notwithstanding anything contained in this RFP, DoT reserves the right to accept or reject any Proposal and to annul the bidding process and reject all Proposals at any time, without any liability or any obligation for such acceptance, rejection, or annulment, without assigning any reasons.

2 INSTRUCTIONS TO BIDDERS

2.1 General

2.1.1. General terms of Bidding

- 2.1.1.1. No Bidder shall submit more than one Bid for the Project.
- 2.1.1.2. A Bidder bidding individually shall not be entitled to submit another bid either individually or otherwise.
- 2.1.1.3. The Bid shall consist of a technical and financial proposal, to be provided by the Bidder.
- 2.1.1.4. Exemption of EMD for MSME registered companies - As per MSME, Govt. of India Norms, exemption of EMD for MSME registered companies is allowed under the provisions of Bihar Financial Rules (Rule 1310 – “Bid Security). The bidders registered with Central Purchase Organization/ State Purchase Organization/ National Small Industries Corporation (NSIC) are exempted from payment of Bid Security”. However, the bidders are required to submit copy of the registration certificate, valid on the date of submission, for availing this exemption.
- 2.1.1.5. The validity period of the Bid Security shall not be less than 90 (Ninety) days from the Bid Due Date and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till the bidder has submitted a Bank Guarantee under the Agreement.
- 2.1.1.6. The Bidder should submit a Power of Attorney as per the format at Appendix–III, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.1.7. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid at the discretion of the Authority.
- 2.1.1.8. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.1.9. The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information

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provided along therewith.

2.1.1.10. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.

2.1.1.11. This RFP is not transferable.

2.1.1.12. Any award pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.2. Cost of Bidding

2.1.2.1. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process.

2.1.2.2. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.1.3. Site visit and verification of information

2.1.3.1. Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions.

2.1.3.2. It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.1.2.1. above;
- (d) satisfied itself about all matters, things and information including matters hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Operator;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.1.3.3. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.1.4. VERIFICATION AND DISQUALIFICATION

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- 2.1.4.1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.1.4.2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
- (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Successful Bidder gets disqualified / rejected, then the Authority reserves the right to:
- (a) invite the remaining Bidders to submit their Bids in accordance with Clauses laid out in the document; or
 - (b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.1.4.3. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the term of the subsequent Agreement thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Operator either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Operator, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Operator. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.

2.1.5. CLARIFICATIONS

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- 2.1.5.1. Bidders requiring any clarification on the RFP may notify the Authority in writing by e-mail. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process. The Authority shall endeavour to respond to the queries within the period specified therein, the responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.1.5.2. The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.1.5.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.
- 2.1.5.4. Bidders requiring specific points of clarification may communicate with DoT during the specific period using the following format. The queries can be submitted by email at: directortourismbihar@gmail.com with name of assignment as the subject, in the following format:

Bidders Request for Clarification		
Name of Organization submitting request	Name and Position of person submitting request	Details of person and organization
		Address: Tel: E-mail: Mobile:

S. No	Bidding Document Reference (Number//Page)	Content of RFP requiring Clarification	Points of Clarification Required	Suggestions (If Any)
1				
2				
3				

2.1.6. Amendment of RFP

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- 2.1.6.1. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.1.6.2. Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.
- 2.1.6.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

2.2 Preparation and Submission of Bid

2.2.1. Format and Signing of Bid

- 2.2.1.1. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

2.2.2. Sealing and Marking of Bids

- 2.2.2.1. The Bidder shall submit the Bid in the format specified at Appendix-I, and seal it in an envelope and mark the envelope as *“Appointment of agency to manage Bihar Tourism food counter at Central Vista Avenue, New Delhi”*.
- 2.2.2.2. If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- 2.2.2.3. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- 2.2.2.4. The Financial Bids should be submitted in a separate sealed envelope clearly marked as financial bid for the project and mentioned *“Financial Proposal – Do not open with Technical Proposal”*
- 2.2.2.5. Both technical and financial bids must be placed inside a 3rd envelope. This envelope shall contain the Technical and Financial bids along with the RFP cost and EMD and must clearly mention the following on the top:

**“RFP for appointment of agency to manage Bihar Tourism food counter at Central Vista Avenue,
New Delhi”**

and shall clearly indicate the name and address of the Bidder. Each of the envelopes shall be addressed to:

**Director, Department of Tourism
Government of Bihar
Old Secretariat, Patna - 800015**

2.2.3. Bid Due Date

- 2.2.3.1. Bids should be submitted before the Bid Due Date at the address provided in the manner and form as detailed in this RFP
- 2.2.3.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with the RFP uniformly for all Bidders.

2.2.4. Late Bids

- 2.2.4.1. Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.2.5. Contents of the Bid

- 2.2.5.1. The Bid shall be furnished in the format in the Appendices
- 2.2.5.2. Generally, the Project will be awarded to the Bidder with the lowest financial quotations.
- 2.2.5.3. The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.2.6. Modifications/ Substitution/ Withdrawal of Bids

- 2.2.6.1. The Bidder may modify, substitute, or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Due Date.
- 2.2.6.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 2.2.6.3. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority,

shall be disregarded.

2.2.7. Rejection of Bids

- 2.2.7.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.2.7.2. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons thereof.

2.2.8. Validity of Bids

- 2.2.8.1. The Bids shall be valid for a period of not less than 90 (ninety) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.2.9. Confidentiality

- 2.2.9.1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.2.10. Correspondence with the Bidder

- 2.2.10.1. Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.3 Bid Security

- 2.3.1. The Bidder shall furnish as part of its Bid, a Bid Security in the form of a demand draft issued

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by a Scheduled Bank in India, drawn in favour of the Authority and payable at Patna (the "Demand Draft"). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

- 2.3.2. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.3.3. The Bid Security of un-successful bidder(s) will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date.
- 2.3.4. The Selected Bidders Bid Security will be returned, without any interest, upon the Operator signing the Agreement and furnishing the Bank Guarantee in accordance with the provisions thereof. The Authority may, at the Selected Bidders option, adjust the amount of Bid Security in the amount of Bank Guarantee to be provided by him in accordance with the provisions of the Agreement.
- 2.3.5. The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.3.6. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Agreement, or otherwise, if
 - (a) a Bidder submits a non-responsive Bid;
 - (b) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in the RFP;
 - (c) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - (d) the Selected Bidder fails within the specified time limit –
 - a. to sign and return the duplicate copy of LOA; or
 - b. to sign the Agreement; or
 - c. to furnish the Bank Guarantee within the period prescribed therefor in the Agreement.
 - (e) the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

2.4 Delays to the Project

- 2.4.1. The completion period of the entire work shall be agreed upon between the Agency and the

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Authority at the time of execution of a subsequent Contract; time shall be deemed to be the essence of the contract. The time limit specified above and as approved in writing by the Authority, shall be strictly adhered to and followed. Liquidated Damages will be applicable up to a maximum cap of 20% of the total value of the annual contract.

- 2.4.2. In case of delay in completion of a specific job beyond the date of completion given by the Applicant and accepted by Authority, unless extended by the Authority in writing, penalty would be applicable at the rate of 2% of the contract value per day of delay.
- 2.4.3. In case of delay to deliver the work within stipulated program, the Authority reserves the right to terminate the contract and grant the rights of operation to a different of its choice. Any extra loss that the Authority will have to incur for completion of the balance job/s through another agency will be recovered from the initial contracting agencies account, Security deposit. Moreover, the Authority shall be entitled to all other legal proceedings as may be required for shortfalls in recovery.
- 2.4.4. The successful applicant shall not assign sub-let or transfer their interest in this agreement.
- 2.4.5. Successful bidder shall be liable to operate the food stall for a period of 12 months. This 12-month period may be further extended by the DOT.

2.5 Arbitration

In the event of any question, dispute or differences arising between the parties relating to the interpretation and application of the provision of the agreement, such disputes or differences will be resolved amicably with the mutual consultations and on failure to do so shall be referred to the arbitration to the Principal Secretary, Department of Tourism, Government of Bihar. The decision of the Arbitrator to the agreement in this regard shall be final and binding upon both the parties. The parties shall continue to perform their obligations under this agreement during arbitration proceedings. The location for arbitration will be within Bihar. Any dispute shall be subject to exclusive jurisdiction of Bihar Courts.

3 SCOPE OF WORK

3.1. Scope of Work for catering services

- The scope of work covered under this specification shall include catering of Bihar and other Region cuisine.
- The standard of catering and services to be provided by the Licensee shall be of excellent quality.

3.2. Timings

As per the rules & regulations of appropriate authority in charge of the facility.

3.3. Provision of stitched uniform by Licensee

All the workmen engaged by the Licensee shall be provided with uniforms at the cost of Licensee. The color scheme of uniform will be separate for different categories of staff.

3.4. Conditions of work

- I. Work shall be carried out by the Licensee as per the conditions of the license.
- II. Cooking shall be done in the kitchen.
- III. Materials used for preparation of food items shall be of the best quality and cooking shall conform to the best standards and hygiene.
- IV. The Licensee shall ensure proper cleanliness of the area around food stall, pantry and kitchen, including regular sweeping/mopping of the floors with disinfectants, dusting of the furniture, walls etc., regular and quick disposal of vegetable peels, bones of fish/mutton/chicken leftovers and other garbage and papers etc. The Licensee would ensure that there are no rodents/Pest in the premises and ensure proper eradication by best of pest control methods.
- V. The licensee shall be responsible for safety and security of all equipment's, fittings, fixtures, gadgets, personal belongings of participants/ guests. Any loss / damage due to negligence on part of the Licensee shall recovered/ deducted from the security deposit of the licensee

3.5. Inspection and testing by the DoT

- I. DoT shall be entitled, for regular inspection through any of its representatives of the premises held by the Licensee.
- II. If any material, item or component intended to be used for the work is not found satisfactory by DoT, the Licensee shall remove such material forthwith from place of storage or usage. The decision of DoT or his authorized representative shall be final and binding.

Please Note:

- I. Actual physical condition of the stall/ premises location can be seen by visiting the site/premises.
- II. Food stall offered in tender can be withdrawn at any time, without assigning any reasons(s) by “MD, DOT”.
- III. Sale/service of cigarette/ bidi, paan, pan masala, gutkka, liquor shall not be allowed.
- IV. The annual license fee is to be paid in advance.
- V. The successful bidder would be given 30 days’ time to make the food stall operational. During this period license fee would not be levied. DoT would start charging license fee from the date from which food stall becomes operational or from a period of 30 days from the handing over of the premises, whichever is earlier.

4 Responsibility of DoT

DoT’s obligations shall be the following;

- DoT Shall hand over the food stall to the selected operator/ vendor
- DoT shall issue “NOC” for getting statutory licenses of local body, health authorities, Police, Delhi Fire Service etc. or any other licensees wherever required.

5 Licensee’s Responsibility

Notwithstanding anything to the contrary contained in the Tender document. Expressed or implied, the Licensee shall remain at all times exclusively responsible to provide all materials, manpower and equipment that are needed to ensure that the contractual obligations are fulfilled by the licensee to the satisfaction of the DoT.

- I. That the persons employed by the Licensee shall be the employee of the Licensee who shall alone be liable and responsible for payment of all kinds of wages, salaries, remuneration and other benefits etc. to them without claim or reimbursement from the DOT.
- II. That the licensee shall not employ men and women below the age of 18 years.
- III. That this agreement can be terminated by either party by giving 30 days’ notice in case of DOT & three months’ notice in case of the licensee without assigning any reason.
- IV. That all the correspondence will be addressed to the Director, DOT, Patna.
- V. That it shall be the responsibility of the licensee to set up gas bank for cooking purposes and the Licensor will only give NOC for such connections wherever required. Any payment of this account shall have to be borne by the Licensee and will not claim any reimbursement from the Licensor. Gas Bank is the responsibility of the party and any clearance required from Civic bodies, Fire Department etc. would be the responsibility of the Licensee. However, the Licensor will support.
- VI. That the licensor shall continue to have all rights and control over the licensed premises

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as its Licensor, subject to the rights of the Licensee hereunder including the right to inspect the Food Stall by itself or its Authorized Representatives, officers, and Employees.

- VII. That the licensee shall not carry out any material addition or alteration in the Licensed premises, so as to bring any structural change therein with or without any damage thereto. However, the licensee shall be entitled to carry out necessary repairs and or renovations to the existing structure in the licensed premises with prior written approval of the Licensor, at its own costs and expenditures without having any claim against the licensor.
- VIII. That the licensee shall not store any goods not permitted by law including those of hazardous, explosive, flammable or combustible in nature that may cause risk by fire, explosion or goods/ material which on account of their weight or nature may cause damage ,to the licensed premises. The licensee shall be liable or responsible for destruction or damage to the licensed premises.
- IX. That the licensee shall observe abide and comply with all the laws, bye laws, rules and regulations of the Shop and Establishment Act, Prevention of Food Adulteration Act, or provisions of all the laws including the rules and regulations of any local authority in force from time which may be made applicable to the business which the licensee is allowed to carry out under the license.
- X. That the allotment is made on license basis and the licensed premises including the building constructed thereon will be public premises within the meaning of public premises (Eviction of Unauthorized Occupants) Act, 1971 or such acts as may be in force from time to time on this behalf. The license will be subject to the jurisdiction/Estate Officer of DOT who the powers will have to exercise under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.
- XI. That the courts of Patna at Patna shall have jurisdiction to entertain any application in respect of any proceeding under the license or to entertain any suit in connection with this agreement of license and no other court of any other place shall have jurisdiction to entertain any such application or any suit.
- XII. That the Licensee shall pay proportionate portion of property tax and ground rent payable by Licensor to the concerned authorities, if levied. The property tax will be in proportion to the area being used by the licensee. The licensee shall also pay statutory taxes, municipal taxes, levies, fees, duties charges etc. GST and all other local and statutory taxes in respect of the licensed premises and to ensure their timely payment under intimation to the licensor.
- XIII. That the electricity charges and water charges shall be payable by the licensee on the basis of the actual consumption indicated by the sub meter installed by the authority.
- XIV. That the licensee shall not under let, sublet, encumber, mortgage, assign or transfer their right and interest or part with possession of the land and building thereof of the licensed

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premises for sharing therein to any person directly or indirectly. However, the licensor has no objection in allowing and permitting the licensee to hire/ take expertise from outside parties recognized / famous for operations/ specialty cuisines.

- XV. That the licensee shall handover vacant and peaceful possession of the licensed premises along with all the lands, building, fittings, and fixtures to the licensor on expiry, revocation, termination of the license. If the licensee fails to handover the peaceful and vacant possession of the demised premises on expiry or termination / revocation of the license, the licensor has a right to charge damages for illegal use and occupation of the premises from the EMD deposited.
- XVI. The licensee shall give local contact addresses and telephone nos. (Including mobile no.) & Email ID of his representatives to the DOT so that intimation is sent to the licensee without any delay and inconvenience to DOT.
- XVII. The license would be of for the period till finalization of renovation/redevelopment of Central Vista Avenue of allotment. After the expiry of the period of license on termination of license, the Licensee should immediately hand over the vacant possession of the premises to DOT
- XVIII. The Licensee will have to follow the color scheme and design for various hoardings/display boards as approved by DOT.
- XIX. DOT will support the Licensee in Marketing and Promotion of the stall by mentioning it on the Department website and including it in various promotional campaign.
- XX. The License shall be in force for the period stipulated in the license and on expiry thereof it shall be deemed to have been terminated (ipso facto) automatically unless otherwise intimated in writing. Further, the Licensee shall not have any right, either contractual or equitable, to demand any fresh license for another term or to continue the same in preference to any other intending agency.
- XXI. The Licensee shall have no right to sublet the food stall or any portion of the food stall under any circumstances and the licensee shall have no right to use the premises for the purpose other than the purpose food stall is allotted.
- XXII. Not with standing anything contained in other clauses of the bid document, if any time during the period of the license is, it is observed that the services are not being run properly by the Licensee or there is any breach of the terms and conditions of license, the DOT will assess the position and if it is of the view that the Licensee is violating the terms and conditions of the license or not in a position to run the services strictly as per terms and conditions of license, DOT shall terminate the license by giving a notice period of maximum 30 days to the Licensee.
- XXIII. All payments under or in terms of the license shall be made in Indian Currency by crossed "Account Payee" Demand Draft in favor of "Bihar State Tourism Development Corporation Limited" in advance.

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- XXIV. The Licensee shall be liable to comply with all the rules and regulations in respect of all the labour laws and statutory requirements including safety regulations, which are in vogue or will become applicable in future and regularly submit a certificate to the Licensor regarding compliance of all the statutory requirement under various statutes in respect of persons employed by it.
- XXV. The Licensee shall fully comply with all the applicable laws, Rules & Regulations relating to wages.
- XXVI. The Licensee shall be responsible for proper maintenance of all registers, records, and accounts so far as these relate to the compliance of any statutory provisions/obligations. The Licensee shall have every right to examine all or any such records and seek its production for the purpose of inspection at any time. The licensee shall be responsible for maintaining records pertaining to payment of wages Act and also for depositing the PF contributions, if required, with authorities concerned.
- XXVII. The Licensee shall be responsible for all the claims of his employees and the employees of the Licensee shall not make any claim whatsoever against the DOT.
- XXVIII. The Licensee shall keep DOT indemnified and harmless from and against all personal and third party claims whatsoever arising out of any act, of omission or commission on part of any of the employees of the Licensee, whether committed, omitted or arising within or without the scope of the License, as the case be.
- XXIX. The tenders will remain valid for a period of 6 months.
- XXX. For the running of Food Stall, it is mandatory for the licensee to use only commercial gas cylinders for cooking purposes.
- XXXI. The license fee is to be deposited in advance. In case of delay payment @ 18% per annum would be levied by DOT besides right to terminate/ revoke the license.
- XXXII. All the obligation /direction need to be follow in respect of covid-19 or others as issued by local Govt./central govt. as may be.

6 EVALUATION OF BIDS

6.1 Opening and Evaluation of Bids

- 6.1.1. The Authority shall open the Bids on the Bid Due Date, at the Department of Tourism address in Factsheet and in the presence of the Bidders who choose to attend.
- 6.1.2. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 6.1.3. The Authority intends to follow a “two stage” bid process for selection of the successful agency. as outlined in this RFP.

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Technically Qualified Bidder having quoted the highest lumpsum Rent per month (H1) will be awarded work.

- 6.1.4. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

6.2 Tests of Responsiveness

- 6.2.1. Prior to evaluation at each stage of the Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP particularly the following conditions.
- (a) it is received by the Bid Due Date including any extension thereof;
 - (b) it is signed, sealed, bound together in hard cover and marked;
 - (c) it is accompanied by appropriate Bid Security as specified;
 - (d) it is accompanied by appropriate tender fee
 - (e) it is accompanied by the Power(s) of Attorney, as the case may be;
 - (f) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
 - (g) it does not contain any condition or qualification; and it is not non-responsive in terms hereof.

6.3 Eligibility Criteria

#	Criteria	Supporting Documents
1	<ul style="list-style-type: none">• The bidder Firm/Company should be incorporated for doing the business of catering/food & beverage/restaurant.• Bidder should have a minimum experience of 3 (Three) years in restaurant/catering line.	<ul style="list-style-type: none">• Certificate of Incorporation/ Partnership deed/ equivalent document Constitution documents (relevant extracts of Articles of Association and memorandum of association)• Work Order/ Contract Agreement.
2	The bidder's average annual turnover in the last three years should be at least 25 (twenty-five) lakhs.	<ul style="list-style-type: none">• Turnover Certificate issued by CA• Audited Financial Statements: Balance Sheets and P&L Statements Duly approved by the CA.
3	Bidder Should have registered with Income Tax and GST	Copy of GST and PAN No.
4	Should not be blacklisted by any Department / Agency / PSU in any State/ Government of India or its agencies/ PSUs	Undertaking in this regard needs to be submitted

6.4 Selection of Bidder

The bidder who full fill all the eligibility criteria specified in the clause 6.3 shall be declared technically qualified bidder.

6.5 Financial Evaluation

- 6.5.1.1. The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives who wish to be present .
- 6.5.1.2. The Bidder who quote highest monthly rent (H1) shall declared as successful bidder.
- 6.5.1.3. In the event the financial bid is same, the bidder will be selected on draw of lot.

6.5.2. Selection Process

- 6.5.2.1. In the event that the Successful Bidder withdraws for any reason the Authority may either retender or grant the 2nd Highest bidder the opportunity to match the financials quoted by the H1 Bidder.
- 6.5.2.2. After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 6.5.2.3. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Operator to execute the Agreement. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.
- 6.5.2.4. On receipt of a letter of intent from the Authority, the Authority successful Bidder will furnish a **bank guarantee** or deposit of Bank Draft by way of performance security, equivalent to 50% of 1 (one) year Management fee / lease amount in the shape of Demand draft/NSC/FD in favour of Director Tourism payable at Patna on or before the signing of the subsequent contract, typically within 7 days from notification of award, unless specified to the contrary (Performance Guarantee). In case the successful Bidder fails to submit Performance Guarantee within the time stipulated, the Authority may at its sole discretion cancel the letter of intent without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this

RFP.

- 6.5.2.5. The Performance Guarantee furnished by the successful Bidder shall be in the manner prescribed in the RFP. The successful Bidder shall ensure, the Performance Guarantee is valid at all times during the Term of the subsequent contract (including any renewal) and for a period of 60 days beyond all contractual obligations, including warranty terms.
- 6.5.2.6. The Authority may invoke the Performance Guarantee in the event of a material breach by the successful Bidder leading to termination for material breach.
- 6.5.2.7. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

7 PAYMENT TERMS

- Successful bidder shall pay to the authority the monthly shop rent in advance at the beginning of every month during the period of contract.

8 FRAUD AND CORRUPT PRACTICES

- (a) The Bidders and their respective officers, employees, agents and advisers shall observe the Successful standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Operator, as the case may be, if it determines that the Bidder or Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.

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(b) Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder or Operator, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Operator shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Operator, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

(c) For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

(i) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.1.15 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

(ii) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(iii) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation

or action in the Bidding Process;

- (iv) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (v) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

9 PRE-BID CONFERENCE

- (a) Pre-Bid Conference(s) of the Bidders shall be convened at the designated date, time and place.
- (b) During the course of Pre-Bid Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

10 MISCELLANEOUS

- (a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- (b) The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - (i) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (ii) consult with any Bidder in order to receive clarification or further information;
 - (iii) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (iv) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- (c) It shall be deemed that by submitting the Bid, the Bidder agrees and releases the

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Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

- (d) The Bidding Documents and RFQ are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:
- (i) the Bidding Documents;
 - (ii) the RFP i.e. the Bidding Documents above shall prevail over the RFP

11 CHECKLIST

S. No.	Documents Against	Supporting Document	Yes/ No
1	Eligibility Criteria 1	Certificate of Incorporation/ Partnership deed/ equivalent document Constitution documents (relevant extracts of Articles of Association and memorandum of association) <ul style="list-style-type: none"> • PAN • GST 	
2	Eligibility Criteria 2	<ul style="list-style-type: none"> • Turnover Certificate issued by CA • Audited Financial Statements: Balance Sheets and P&L Statements Duly approved by the CA. 	
3	Eligibility Criteria 3	Work Order / Contract / Certificate of Completion	
4	Eligibility Criteria 4	Work Order / Contract / Certificate of Completion	
5	Eligibility Criteria 5	Undertaking of no-blacklisting	
6	Annexure 1	Letter comprising the Bid	
7	Annexure 2	Bank Guarantee	
8	Annexure 3	Power of Attorney	
9	Annexure 4	Relevant Experience with supporting documents	

ANNEXURE - 1: Letter comprising the Bid

(On the letterhead of the bidder)

To,
Director
Department of Tourism, Government of Bihar
Patna

Dated:

Dear Sir,

Ref: - (Title of Bid)

1. With reference to your RFP document. I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Operator for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Operator for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - b. I/ We do not have any conflict of interest in accordance with Clauses of the RFP document; and
 - c. I/We have not been blacklisted by any government authority for deficiencies in performance of work or any unethical practice; and
 - d. I/ We have not directly or indirectly or through an agent engaged or indulged in any

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corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- e. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 5 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - f. the undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
 9. I/We believe that if we satisfy(s) the technical criteria and meet(s) the requirements as specified in the RFP document our financial bid shall be opened.
 10. I/We certify that in regard we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
 12. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, or shall incorporate as such prior to execution of the Agreement.
 13. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
 14. I/ We have studied all the Bidding Documents carefully and also surveyed the venues. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of contract.
 15. I/ We offer a Bid Security of INR 50,000 (Rupees Fifty Thousand only) to the Authority in accordance with the RFP Document.
 16. The Bid Security in the form of a Demand Draft/ Bank Guarantee is attached.
 17. The documents accompanying the Bid, as specified in the RFP, have been submitted in a separate envelope and marked as "Enclosures of the Bid".
 18. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not

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awarded to me/us or our Bid is not opened or rejected.

19. The fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
20. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
21. I/ We shall keep this offer valid for 90 (Ninety) days from the Bid Due Date specified in the RFP.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Name of the Bidder

Date:-

Signature of Authorized Signatory

(Name and Seal of Bidder)

ANNEXURE – 2: Bank Guarantee

B.G. No. _____

Dated: _____

1. In consideration of you, _____, having its office at _____, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ (a company registered under the Companies Act, 1956/ 2013) and having its registered office at _____ (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the _____ Project (hereinafter referred to as "the Project") pursuant to the RFP Document dated _____ issued in respect of the Project and other related documents including without limitation the draft agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of the relevant Clause of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of INR _____ (Rupees _____ only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents / Agreement shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

However, our liability under this Guarantee shall be restricted to an amount not exceeding INR _____ (Rupees _____ only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 60 (sixty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days beyond all contractual obligations of the bidder or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been

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paid.

5. We further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with

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the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR. (Rupees only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (Indicate date falling 90 days after the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms....., its..... and authorized official.

(Signature of the Authorised Signatory)

(Official Seal)

ANNEXURE – 3: Power of Attorney for signing of Bid

Know all men by these presents, We,(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney

(hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Project proposed or being developed by the (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF, 20.....

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarised

(Signature, name, designation and address of the Attorney)

ANNEXURE – 4: Relevant Experience

Please finish information about the relevant works completed over the last five years.

#	Name of Client	Location and description of works	Value of Contract/ Work
1			
2			
3			

NOTES:

1. Each of the listed works shall be supported with the copy of work order & Work completion certificate. Work completion certificate shall mention the nature of work, value of work completed.
2. Nondisclosures of any information in the schedule will result in disqualification of the firm.

List of works on hand shall be attached as under.

#	Name of Department	Location & Description of Work	Value of Contract	Period of Execution
1				
2				
3				

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ANNEXURE – 5: Prescribed Proforma for Financial Bid

Project Title: APPOINTMENT OF AGENCY TO MANAGE DOT FOOD COUNTER AT CENTRAL VISTA AVENUE, NEW DELHI

Financial Proposal

S. No	Description	Amount (INR) per month (inclusive of GST)	Amount (INR) per year (inclusive of GST)
	Payment for appointment of agency to manage dot food counter at central vista avenue, new delhi		
		Amount in words	Amount in words

Submitted by:

Name:

Signature:

Date:

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Place:

Company Seal/ Stamp: