

Govt of Bihar  
Office of Resident Commissioner  
Bihar Bhawan  
5, Kautilya Marg, Chanakyapuri, New Delhi-110021

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**TENDER DOCUMENT FOR**  
Hiring of Agency  
For  
**CATERING OF FOOD AND NON-ALCOHOLIC  
BEVERAGE SERVICES**

**AT**  
**Bihar Niwas, 15, Tenzing Norgye Marg, Near  
Akbar Bhawan ,Chanakya Puri, New Delhi-  
110021**



## **Resident Commissioner Office, New Delhi, Government of Bihar**

### **NOTICE INVITING TENDER (NIT) FOR CATERING OF FOOD & NON-ALCOHOLIC BEVERAGE SERVICES.**

The office of Resident Commissioner, Bihar Bhawan, Government of Bihar, New Delhi, invites sealed tenders for catering of food & non-alcoholic beverage services at Bihar Niwas, 15, Tenzing Norgye Marg, Near Akbar Bhawan ,Chanakya Puri, New Delhi-1100021, in two-bid (Technical & Financial) system, from reputed, leading and registered/licensed firms having experience of the same nature of last 3 consecutive years in **catering of food & non-alcoholic beverage services** to guest house of State/Central Government/PSU/Reputed Private Sector. Interested agencies may download the tender document by visiting the Bihar Government websites at <http://csd.bih.nic.in> and [www.prdbihar.gov.in](http://www.prdbihar.gov.in)

Interested Firm/ company/entrepreneur who meets the criteria may furnish their tenders with all necessary documents submitted in two separate sealed covers, duly completed in all respects viz. one for "earnest money" and "technical bid" and the second for "financial bid". The name of the work and the words, "technical bid for catering of food & non-alcoholic beverage services at Bihar Niwas" and "financial bid for catering of food & non-alcoholic beverage services at Bihar Niwas ", as the case may be, shall be clearly written on the top of the respective sealed covers. The D.D. for EMD of Rupees One Lacs must be enclosed in the envelope containing the technical bid. Both bids, along with the letter for submitting tender shall be put in a sealed cover. The name of the work ' "Providing catering of food & non-alcoholic beverage services at Bihar Niwas, 15, Tenzing Norgye Marg, Near Akbar Bhawan ,Chanakya Puri, New Delhi-1100021 ", shall be clearly written on top of the sealed cover along with the covering letter signed by an authorized signatory. Filled up tender form, along with bank draft of earnest money drawn in favour of Chief Administrative Officer, Govt. of Bihar, New Delhi should reach following address latest by 21.07.15 up to 3.00 p.m., which will be opened on the same day at 4.00pm in the office of Resident Commissioner, Bihar Bhawan, New Delhi. The bidder himself or any one representative authorized in writing on behalf of the bidder may remain present during this. The proposal should be addressed to-----

**Chief Administrative Officer,  
Bihar Bhawan,  
5, Kautilya Marg, Chanakyapuri  
New Delhi-110021  
Phone : 011-23017368/23017351/23014945 (O), 09910322500 (M), Email :  
rcbihar@yahoo.com**

(Resident Commissioner, Bihar Bhawan)

New Delhi

**BRIEF INFORMATION ON BID DOCUMENT**

Duration of Contract	Two years (subject to review of performance and renewal every year)
Last date and time of submission	21.07.15 up to 3.00 p.m.
Date and Time of Opening of Technical Bid	21.07.15 at 4.00 p.m.
Date of opening of Financial Bid for Technically qualified Bidders	To be notified later
EMD	1,00,000/-
Security Deposit (at the time of signing of agreement)	5,00,000/-
Validity of Bid	120 days
Address & Venue of Submission of Bids	Office of the Chief Administrative Officer, Government of Bihar, Bihar Bhawan, 5, Kautilya Marg, Chanakyapuri, New Delhi

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## **SECTION-1**

### **1.1 TECHNICAL BID SUBMISSION FORM FOR CATERING OF FOOD & NON-ALCOHOLIC BEVERAGE SERVICES**

#### Part-A

<b>1</b>	Name of Tendering Company / Firm / Tenderer	
<b>2</b>	Name of Director/ Partners/Chairman	
<b>3</b>	Full Particulars of Office	
(A)	Address	
(B)	Telephone No.	
(C)	Fax No.	
(D)	E-mail Address	
<b>4</b>	<b><i>Registration Details</i></b>	
(A)	Firm Registration No.	
(B)	PAN/TAN No.	
(C)	Service Tax Registration No.	
(D)	E.P.F. Registration No.	
(E)	E.S.I. Registration No.	
<b>5</b>	<b><i>Details of Earnest Money Deposit</i></b>	
(A)	Amount ( ` )	
(B)	D.D/ P.O. No. and Date	
(C)	Drawn on Bank	
(D)	Valid upto	
<b>6</b>	<b><i>Audited Balance Sheets</i></b>	

(I).	Audited Balance Sheets for 2012-13, 2013-14 and 2014-15	
(II).	Audited Income / Expenditure Statement for 2012-13, 2013-14 and 2014-15	
(III).	Audited Profit and Loss Account Statement for 2012-13, 2013-14 and 2014-15	

Part-B

**Details of the existing/Past contracts in Catering (after year 2010)**

	Name and Address of the organization where the services were/are being provided	Name, Designation and Telephone / Fax No. of the officer of that organisation concerned	Details regarding the contract including manpower deployed	Value of Contract	Duration of Contract	
					From	To
					DD/MM/YY	DD/MM/YY
A						
B						
C						
	Additional information, if any					

The above formats may be used to provide requisite details and separate sheets may be used. Documentary proofs should be attached with the above information.

## Part-C

### DECLARATION

- 1 I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
- 2 I agree to pay the license fee quoted by me on the monthly basis to the client that is Resident Commissioner Office and it will be binding on me during the period of validity of the tender.
- 3 I, the undersigned hereby bind myself to the Resident Commissioner, Government of Bihar, Bihar Bhawan, Chanakyapuri, New Delhi-110021 during the period of contract.
- 4 The Earnest Money deposited by me shall remain in the custody of the Resident Commissioner, Government of Bihar, Bihar Bhawan, Chanakyapuri, New Delhi- 110021 till the finalisation of the contract. The EMD will not carry any interest.
- 5 The conditions herein contained shall form part of and shall be taken as included in the agreement itself.
- 6 I will be wholly responsible for providing Catering of Food & Non-alcoholic Beverage Services at Bihar Niwas, New Delhi.
- 7 I shall be responsible to provide all benefits i.e. Bonus, ESI and Gratuity etc. to eligible employees employed by me.
- 8 I shall abide by the provisions of Minimum Wages Act 1948 and Contract Labour Act 1970 and other Labour Laws applicable from time to time.
- 9 Should any lapses occur from me or on my workers part, while discharging the services, Bihar Bhawan authorities may cancel my contract and award the work to another agency and the cost difference may be recovered from me including forfeiting the performance security.
- 10 There is no vigilance/CBI or court case pending against the firm.**
- 11 we have not been convicted by any court of law,**
- 12 the firm has not been black listed by any government department/PSU/any organization.**
- 13 No work order was cancelled prematurely because of quality of services rendered by us to the employer or any other default on behalf of our firm in last three years.**
- 14 The decision of the Resident Commissioner, Government of Bihar, Bihar Bhawan, Chanakyapuri, New Delhi - 21 regarding acceptance/ rejection of Tender will be final and binding on me.

Part-D  
**Affirmation**

- 1 I, \_\_\_\_\_ Son / Daughter of Shri \_\_\_\_\_ Partner / Director / Authorised Signatory of \_\_\_\_\_ affirm that I am competent to sign this declaration and execute this tender document.
- 2 I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
- 3 The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:  
Place:

Signature of / Managing Partner / Director  
Name:  
Seal:

**N.B.: The above declaration, duly signed and stamped by the authorized signatory of the Company, should be enclosed with Technical Bid.**



## **SECTION-2**

### **INSTRUCTIONS TO THE BIDDERS**

#### **1. GENERAL INSTRUCTIONS**

- 1.1 For the Bidding / Tender Document Purposes, "Office of the Resident Commissioner, Government of Bihar" shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder.
- 1.2 The sealed bidding documents should be delivered in the Office of the Chief Administrative Officer, Government of Bihar, Bihar Bhawan, Chanakyapuri, New Delhi by 21.07.15 upto 3.00 p.m.. Tender Documents may be downloaded from the website <http://csd.bih.nic.in> and [www.prdbihar.gov.in](http://www.prdbihar.gov.in). Bidders are advised in their own interest to ensure that the proposals reach the specified office well before the closing date and time of Bid (Proposal) Submission. Any bid received after dead line for submission may be rejected or returned unopened.
- 1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.4 The bidder are advised to visit personally the work place i.e. Bihar Niwas, 15, Tenzing Norgye Marg, Near Akbar Bhawan, Chanakya Puri, New Delhi-110021 to acquaint himself first hand, the services required before bidding. It will be imperative on each bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of works/services covered under these documents and specifications. Intending Bidders shall visit the site and make themselves thoroughly acquainted with its local site conditions. It is suggested to the bidders to conduct a demographic study to identify the local utility areas (communication and transport conditions, effective labour required to be involved and other features) which will help the bidders to consider all such factors during estimation for performing services as indicated in this Bid Document. Ignorance of any kind will not be entertained later on.
- 1.5 It must be understood and agreed that all the factors have properly been investigated and considered while submitting the bids. No financial adjustment arising thereof shall be permitted by the office of Resident Commissioner, Government of Bihar, which are based on lack of such clear information. Further, no claim for financial adjustment to the contract awarded will be entertained by the office of Resident Commissioner, Government of Bihar.
- 1.6 Each page of the Tender documents must be stamped and signed by the authorised person or persons submitting the Tender in token of his/their having acquainted

himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.

- 1.7 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Tendering Company/Firm/Tenderer.
- 1.8 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
- 1.9 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the Office of the Resident Commissioner, Government of Bihar, Bihar Bhawan, New Delhi shall be client.
- 1.10 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Resident Commissioner, Government of Bihar, Bihar Bhawan, Chanakyapuri, New Delhi. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.11 The requirements of personnel is tentative and may increase or decrease at the sole discretion of the competent authority of the Client.
- 1.12 Bids by Firm/ company/entrepreneur must be signed with the legal name of the Firm/ company/agency by the President/Managing Director or other person or persons authorized to bid on behalf of such President/Managing Director in the matter. Significant evidence of authority of the person signing on behalf of the Bidder in the form of Power of Attorney or Board Resolution shall be furnished with the Bid.
- 1.13 Proposals submitted by the bidders and containing vague and indefinite expressions such as "subject to availability" etc. will not be entertained. Full responsibility is to be accepted by the bidder.
- 1.14 The office of Resident Commissioner, Government of Bihar reserves the right to accept or reject any or all proposals without giving or assigning any reason for its decision. The whole work may be split between two or more Service Providers or accepted in part and not entirely, if considered expedient by the office of Resident Commissioner, Government of Bihar.
- 1.15 Tenders are liable to be rejected in case any of the particulars/prescribed information is either missing, found incorrect or incomplete in any respect and/or if the prescribed conditions are not fulfilled.

- 1.16 Canvassing in connection with the tender is strictly prohibited and proposals submitted by bidders who resort to canvassing will be liable to rejection.
- 1.17 Evaluation of proposals shall be at the sole discretion of the office of Resident Commissioner, Government of Bihar and no suggestion and/or communication shall be entertained in this regard. The office of Resident Commissioner, Government of Bihar reserves the right to reject or accept and to annul the bidding process and reject all the bids at any time prior to the award of contract , without thereby incurring any liability to the effected bidders or any obligation to inform the affected bidders of the ground for action.
- 1.18 The office of Resident Commissioner, Government of Bihar reserves the right to call for additional information/clarifications from the bidders/or to verify the information given by the tenderer.
- 1.19 The cost of preparing the bids, presentation contract including site visits etc. will be borne by the bidders themselves and in no case will be reimbursable by the office of Chief Administrative Officer, Government of Bihar.

## 2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

- a. Legal Valid Entity: The Bidder should necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956.
- b. Registration: The Bidder should be registered with the Income Tax Department and also registered under the labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation etc.
- c. Clearance: The Bidder should also submit return of Sales/Service Tax Department, and Income Tax Department for last three year. Relevant proof in support shall be submitted.
- d. Experience: The Bidder should have the experience of the same nature of last 3 consecutive years in **catering of food & non-alcoholic beverage services** to guest house of State/Central Government/PSU/Reputed Private Sector..
- e. The average annual turnover of the aforesaid Firm/ company/entrepreneur should be not less than Rs 1.00 crores (one crores) per annum for last three years as per the audited balance sheet .

### 2.1 Documents supporting the Minimum Eligibility Criteria

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), attested copy of Certificates of Incorporation issued by the respective registrar of firms/companies.

- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), attested copies of PAN, Labour Registration, EPFO Registration, ESIC Registration shall be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), for this he should give the copies of return of Sales/Service Tax Department, and Income Tax Department for last three year.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(d), attested copy of experience certificates for completed work / ongoing work issued by the Government Departments / PSUs shall be acceptable.
- (v) Attested copy of the audited balance sheets for the completed three financial year i.e. for 2012-13, 2013-14 and 2014-15.
- (vi) Attested copy of manpower wages roll and EPFO Challan of the previous four quarters shall be acceptable.

### **3. EARNEST MONEY DEPOSIT:**

- 3.1 The bid should be accompanied by an Earnest Money Deposit of 1,00,000/- (Rupees One Lacs Only) in the form of Demand Draft of any nationalized bank. The validity of the Demand Draft must be up to 6 (six) months starting from the date of submission of the bids. The Demand Draft shall be in favour of Chief Administrative Officer, Government of Bihar, Bihar Bhawan, Chanakypuri, New Delhi payable at New Delhi.
- 3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 3.4 The bids without Earnest Money shall be summarily rejected.
- 3.5 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.6 The bid security may be forfeited:
  - (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
  - (ii) In case of successful bidder, if the bidder
    - (a) Fails to sign the contract in accordance with the terms of the tender document
    - (b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
    - (c) Fails or refuses to honor his own quoted prices for the services or part thereof.

### **4. VALIDITY OF BIDS**

- 4.3 4.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids. The overall offer for the assignment and bidders quoted prices shall remain unchanged during the period of validity. In case the bidder withdraws, modifies or changes his offer during the bid validity period, the Earnest Money deposit paid by him shall be forfeited without assigning any reason thereof.
- 4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 4.4 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

## **5 PREPARATION OF BIDS**

- 5.1 Language: Bids and all accompanying documents shall be in English or in Hindi
- 5.2 Technical Bid: Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.
- 5.3 Documents comprising the Technical Bid :-
- a. Technical Bid Submission Form duly signed and printed on Company's letterhead (Section-1).
  - b. Signature and Stamp on each page of the tender document.
  - c. Contact Details Form, duly filled and signed (Section 7.1)
  - d. Financial Capacity form -filled in signed and stamped (Section 7.2)
  - e. Earnest Money Deposit of 1,00,000/- (Rupees One Lacs Only)
  - f. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section-2 (para 2 and 2.1 above).
- 5.4 The Technical Bid should then be kept in a separate sealed envelope along with the EMD of Rupees one Lacs, super scribed as "Technical Bid for catering of food and non-alcoholic beverage services at Bihar Niwas with the Name and address of the Bidder".
- 5.5 Financial Bid: The financial Bid should mention the amount of monthly License Fee which the bidder is going to pay to the Client i.e, the Resident Commissioner Office per month for carrying out these activities of catering of food and non-alcoholic beverage services. The financial bid should be kept in a separate sealed envelope, super scribed "Financial Bid for catering of food and non-alcoholic beverage services at Bihar Niwas with the Name and address of the Bidder".

## **5 SUBMISSION OF BIDS**

- 6.1 The Bidder shall submit his bid in a sealed envelope containing two separate sealed envelopes consisting of (i) Technical Bid and (ii) Financial Bid, clearly subscribing so and the two envelopes shall be kept in another single sealed envelope and duly super scribed.

- 6.2 The Bid shall be submitted not later than 3.00 PM of 21.07.15 addressed to Office of the Chief Administrative Officer, Government of Bihar, Bihar Bhawan, Chanakyapuri, New Delhi - 110021.
- 6.3 Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.
- 6.4 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the competent authority of the office of the Resident Commissioner, Government of Bihar, Bihar Bhawan, Chanakyapuri, New Delhi reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids.
- 6.5 Late Bids: Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

## **7 BID OPENING PROCEDURE**

- 7.1 The Technical Bids shall be opened in the office of the Resident Commissioner, Government of Bihar, Bihar Bhawan, Chanakyapuri, New Delhi on 21.07.15 at 4.00pm in the presence of such bidders who may wish to be present or their representatives.
- 7.2 The financial bids of only those bidders who's Technical Bids are qualified, shall be opened for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.
- 7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.
- 7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 7.5 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

## **8 CLARIFICATION ON TECHNICAL BID EVALUATION.**

- 8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 8.3 Client also reserves right to seek confirmation/clarification from the issuer agency or any other office, on the supporting documents submitted by the bidder as per clause 2.1.

## **9. BID EVALUATION**

9.1 The Client shall follow two bid systems where the technical bid and financial bid shall be evaluated separately.

## **10. FINANCIAL BID OPENING PROCEDURE**

10.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.

10.2 All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids will be required to submit the Authorisation letter from their Companies.

10.3 Absence of bidders or their authorized representatives shall not impair the legality of the process.

10.4 If there is a discrepancy between words and figures, the amount in words shall prevail.

## **11 RIGHT OF ACCEPTANCE:**

11.1 The Office of the Resident Commissioner, Government of Bihar, Bihar Bhawan, Chanakyapuri, New Delhi reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever. The decision of the Competent Authority of the Office of the Resident Commissioner, Government of Bihar, Bihar Bhawan, Chanakyapuri, New Delhi in this regard shall be final and binding.

11.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

11.3 The competent authority of the office of the Resident Commissioner, Government of Bihar, Bihar Bhawan, Chanakyapuri, New Delhi reserves the right to award any or part or full contract to any successful agency at its discretion and this will be binding on the bidders.

11.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Office of the Resident Commissioner, Government of Bihar, Bihar Bhawan, Chanakyapuri, New Delhi reserves the right to award the contract to the next higher bidder or any other outside agency forfeiting the security deposit in the form of performance guarantee and the difference of premium variation shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders. The next higher bidder (s) shall be negotiated to bring up its bid to H-1 level or close to that level.



## **12. NOTIFICATION OF AWARD BY ISSUANCE OF "LETTER OF ACCEPTANCE'**

- 12.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within Three (3) days of receipt of the same by him.
- 12.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- 12.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor to mobilize the man power or start the work.

## **13. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)**

- 13.1 The Earnest Money Deposit of the unsuccessful bidders in the technical Bid evaluation stage shall be returned along with their unopened financial bids within fifteen (15) days after opening of the eligible financial Bids.
- 13.2 The Earnest money Deposit of the unsuccessful bidders in the financial bid evaluation stage shall be returned within fifteen (15) days, on award of contract to the Successful bidder.
- 13.3 The Earnest money deposit of all the bidders shall be returned along with their unopened financial bids, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.



## **SECTION-3**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **1. DEFINITIONS**

1.1 General Dated In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

"Agreement"	The word "Agreement" and "Contract" has been used interchangeably.
EMD	Earnest Money Deposit
Party	The word "party" means the Successful Bidder/Contractor to whom the work of providing Catering of Food & Non Alcoholic Beverage Services has been awarded.
Client	Shall mean "Resident Commissioner, Government of Bihar, Bihar Bhawan, Chanakyapuri, New Delhi.
PBG	Performance Bank Guarantee
Letter of Acceptance (LoA)	Shall mean the intent of the Client to engage the successful bidder for Catering of Food & Non-alcoholic Beverage Services in its premises.
Notice to Proceed	Shall mean the date at which the Catering of Food & Non Alcoholic Beverage Services are to commence in Client's premises.
'Confidential Information'	Shall mean all information that is not generally known and which is obtained/ received during the tenure of the contract and relates directly to the business assets of Client including the information having the commercial value.
Termination Date"	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful bidder to whom the work of Catering of Food & Non-alcoholic Beverage Services in Client' premises has been awarded.
Bhawan Authority	Officers of the Govt. of Bihar/ Resident Commissioner Office, Bihar Bhawan/ Bihar Niwas, New Delhi

## **1.2 CONFIDENTIALITY**

- 1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client's information.
- 1.2.2 If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

## **2. PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)**

The successful bidder, within fifteen days of the acceptance of the LoA, shall execute a Performance Bank Guarantee in the form of a Guarantee of any nationalized bank for a sum equivalent to 5,00,000/- (Five Lakhs) in favour of Chief Administrative Officer, Bihar Bhawan, New Delhi, payable at New Delhi. The bidder has to keep such Bank Guarantee alive beyond two months of the contract period or till the date of account settlement , whichever is later.

2.1 The Bank Guarantee can be forfeited by order of the competent authority of the Office of the Resident Commissioner, Government of Bihar, Bihar Bhawan, Chanakyapuri, New Delhi in the event of any breach or negligence or nonobservance of any terms/condition of contract or for unsatisfactory performance. On expiry of the contract, the Bank Guarantee shall be retained by the Resident Commissioner, Bihar Bhawan, Chanakyapuri, New Delhi to cover the final settlement report of the firm. Liabilities such as return of all materials, equipment, etc. issued to the firm in working condition and pending Govt. taxes, if any, have been scrutinized and examined.

a) If the contractor is called upon by the competent authority of the office of the Resident Commissioner, Government of Bihar, Bihar Bhawan, Chanakyapuri, New Delhi to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Office of the Resident Commissioner, Government of Bihar, Bihar Bhawan, Chanakyapuri, New Delhi will be entitled to make other arrangements at the risk, cost and expense of the contractor.

(b) On due performance and completion of the contract in all respects, the Security Deposit in the form of Earnest Money and PBG will be returned to the contractor, without any interest on presentation of an absolute "No Demand Certificate" in the prescribed form. Upon return in good condition of any samples or other property belonging to the client, which have been issued to the contractor.

## **3. NOTICE TO PROCEED**

After the acceptance of the LoA and securing Performance Bank Guarantee from the successful bidder, Client shall issue the 'Notice to proceed', to the contractor authorising

him to provide personnel and services at the specified locations.

#### **4. SIGNING OF CONTRACT AGREEMENT**

- 4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement.
- 4.2 Client shall prepare the draft Articles of Agreement in the Performa included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (02) days of receipt of the draft Articles of Agreement from Client, duly printed on ` 100/- Stamp paper.
- 4.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.
- 4.5 The Contractor shall be providing Catering of Food & Non-alcoholic Beverage Services in Client's premises as per the details given herein, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.
- 4.6 The Contractor shall provide Catering of Food & Non-alcoholic Beverage Services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed, in all respects in accordance with the Contractor's obligations.

#### **5. COMMENCEMENT OF SERVICES**

The Contract shall become legally binding and in force only upon:

- 5.1 The Contractor shall commence Catering of Food & Non-alcoholic Beverage Services in Client's premises within 15 days from the date of receipt of Notice to Proceed as set out in Clause 3 (Section 3)
- 5.2 On commencement of the services, the contractor to ensure that he has taken over all the articles and the same to be handed over back to the client after expiry of the contract in good condition. The contractor will also be responsible for all the articles issued during the course of the contract. Any shortage or damages due to careless handling will have to be borne by contractor.

#### **6. CONTRACTOR'S OBLIGATIONS**

- 6.1 The Contractor shall provide Catering of Food & Non-alcoholic Beverage Services at Client's premises as per Schedule of Work / Requirements (Section 3) which can be amended from time to time by the Client during the Contractual period and it shall always form a "part and parcel" of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
- 6.2 The Contractor shall provide Catering of Food & Non-alcoholic Beverage Services

through its uniformed and trained personnel for the performance of its services hereunder. These personnel deployed shall be employees of the Contractor only. The Client shall not be in any manner liable and all statutory liabilities (such as ESI & PF etc.) shall be of the Contractor.

- 6.3 The necessary equipment / vessels, Cutlery and crockery shall be arranged by the contractor himself.
- 6.3 The Client shall have the right, within reason, to have any personnel removed who is consider to undesirable or otherwise and similarly the Contractor reserves the right to remove any personnel with prior intimation to the Client, emergencies exempted.
- 6.4 The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 6.5 The Contractor shall exercise adequate supervision to ensure performance of Services in accordance with Schedule of Requirements.
- 6.6 The Contractor shall issue identity cards / identification documents to all its personnel who, instructed by the Contractor to display the same.
- 6.7 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their deployment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 6.8 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its personnel and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
- 6.9 The Contractor shall provide minimum of two set each of summer and winter uniform to its personnel at its own cost. The uniform dress code to be got approved by authorities of Bihar Bhawan. The contractor will have to ensure that their personal are in neat specified dress code with hygienic and neat appearance during allocated duty hours.
- 6.10 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESI etc.
- 6.11 Adequate supervision shall be provided, to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 6.12 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.
- 6.13 The Contractor shall not deploy any person below the age of 18 years old. Men-power engaged for the purpose should be pre-trained in requisite fields.

## **7. CONTRACTOR'S PERSONNEL.**

- 7.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client's premises at the Client's Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof
- 7.2 The Contractor shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel
- 7.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform with tie and hand gloves (including proper name badges), aprons, headgears etc. required in the profession.
- 7.4 The contractor will have to submit the police verification and sound health certificate of recognized doctors of its employees before engaging them on duty at the premises.

## **8. CONTRACTOR'S LIABILITY**

- 8.1 The Contractor shall completely indemnify and hold harmless the Client and its personnel against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its personnel engaged in the provision of the Catering of Food & Non-alcoholic Beverage Services to the Client.
- 8.2 The Contractor shall not Sub-Contract or Sub-let, transfer or assigns the contract or any other part thereof. In the event of the contractor, contravening this condition, Client shall be entitled to place the contract elsewhere and the earnest money and PBG of the contractor forfeited along with reserving the right for liquidated damages, if any.
- 8.3 The Contractor shall be solely responsible for all the legal, consequence & losses including casualties, if any, arising due to unhygienic & other conditions or for food poisoning etc.

## **9 CLIENT'S OBLIGATIONS**

- 9.1 Except as expressly otherwise provided, the Client shall allow the contractor to utilise the existing facilities equipments, furniture at the location(s) where the Catering of Food & Non-alcoholic Beverage Services are to be required to enable Contractor's personnel to carry out the Services.
- 9.2 The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or an omission of the Contractor's personnel or agents in connection with the Services as soon as possible after the Client becomes aware of them.
- 9.3 The Client shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any employee-employers relationship with any of the workers of the Contractor.
- 9.4 The client shall provide fixed kitchen and catering equipments and furniture at the

disposal of the selected contractor.

- 9.5 The client shall provide Electricity, Water connection and Air conditioning which will be used by the contractor rationally but because of any emergency or any breakdown of any of the services contractor will have to make arrangements himself.
- 9.6 If in future PNG (Piped Natural Gas) pipeline is installed, one time installation charge shall be paid by the client. After that monthly recurring charges will be paid by contractor.

## **10. VALIDITY OF CONTRACT**

The contract, if awarded, shall be initially for a ***period of two year*** from the date of award subject to satisfactory performance monitored by a Performance Monitoring Committee referred to at Para 13.4 of Section 3. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client. The initial period of two years can be further extended, subject to satisfactory services and mutual consent of both parties.

## **11. PAYMENTS**

- 11.1 The Contractor shall pay a Monthly License Fee as quoted in financial bid to the Client i.e, to the office of Resident Commissioner, Bihar Bhawan for carrying out the activities,. Such payment shall be made by the 10th of the succeeding month for which amount is due.
- 11.2 The prices of the Price Schedule shown are inclusive of all Taxes.
- 11.3 The Contract shall remain valid for a period of two years renewable with the provision of performance review at the end of every year.
- 11.4 All payments shall be made in Indian Currency by means of Bank ECS/Account Payee Cheque.
- 11.5 The additional to the Contract payments, the Contractor shall settle his other liabilities including personnel dues well in time. The contractor shall not, by his/her acts and deeds, create any situation so as to bring in negative propaganda involving Bhawan authorities.
- 11.6 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

## **12. FORCE MAJEURE -OBLIGATIONS OF THE PARTIES**

12.1. "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

12.2 The date of commencement of the event of Force Majeure;

12.3 The nature and extent of the event of Force Majeure;

12.4 The estimated Force Majeure Period,

12.5 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

12.6 the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

12.7 Any other relevant information concerning the Force Majeure and / or the rights and obligations of the Parties under the Contract.

### **13 TERMINATION**

This Contract may be terminated forthwith by the Bhawan Authorities in following cases :

13.1 In case of persistent default or unsatisfactory service or breach or infringement of any of the Terms and Conditions of this Agreement, the Resident Commissioner reserves the right to terminate the Contract and the Security Deposit may be forfeited in such case. Also any other action may be taken as deemed fit for these violations.

13.2 The contract may also be terminated by either party by giving one month's notice.

**13.3** The Security Deposit submitted by the successful Firm/ company/entrepreneur will remain deposited as security deposit during the period of contract, and any charge on the Firm/ company/entrepreneur may be adjusted against the Security Deposit.



**13.4** There shall be a Performance Monitoring Committee which will assess the performance and make necessary recommendations either to continue the mentioned contract with rectification of defects if any or to cancel the contract, after every year of contract.

13.5 The Contract can be terminated forthwith by the Client, by giving 30 days written notice to the Contractor, if:-

13.5.1 The Contractor does not provide Catering of Food & Non-alcoholic Beverage Services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements

13.5.2 The Contractor goes bankrupt and becomes insolvent.

13.5.3 The Resident Commissioner, Government of Bihar, Bihar Bhawan, Chanakyapuri, New Delhi may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

## **14 DISCLAIMER**

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:-

(a) Members of a Hindu Undivided Family.

(b) Their Husband or wife.

(c) The one is related to the other in the manner as father, mother, son/s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

## **15. INSOLVENCY**

15.1 The competent authority of the office of the Resident Commissioner, Government of Bihar, Bihar Bhawan, New Delhi may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor being an individual or firm, any partner in the contractor's firm, shall at any time be adjudged insolvent, or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

ii) If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Client and provided also that the contractor shall be liable to pay the Client for any extra expenditure, he is thereby put to but



shall not be entitled to any gain.

## **16. CURRENCIES OF BID AND PAYMENTS**

16.1 The Bidder shall submit his price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

## **17 GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

17.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.

17.2 Jurisdiction of Court: This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.

## **SECTION-4**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

1 The special conditions of Contract shall supplement the "Instructions to the Bidders" as contained in Section 2 and General Conditions of the Contract (GCC) as contained in Section 3.

### **2 INDEMNIFICATION:**

The successful bidder is solely liable to fully indemnify and keep Client indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

### **3 LABOUR LAW COMPLIANCES**

3.1 The engagement and employment of laborers and payment of wages to them as per existing provisions of various Labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.

- (a) All wages allied benefits such as leave, ESI, PF, Gratuity, Bonus etc, shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed.
- (b) It is mandatory that the employees must be paid through bank by ECS/cheque.

3.2 The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month along with the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.

3.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.

3.4 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.

3.5 The Contractor shall submit periodical returns as may be specified from time to time.

#### **4 OFFICIAL RECORDS:**

4.1 The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in Client's premises.

4.2 The Contractor shall maintain a personal file in respect of all the staff those are deployed in Client's premises. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vise-avis action taken etc.

4.3 The Contractor shall also prepare a register indicating all payments / dues in respect of all the personnel.

#### **5 CODE OF CONDUCT:**

The Contractor shall strictly observe that its personnel:

- Are trained in and exhibit international manners and etiquettes
- Are always smartly turned out and vigilant.
- Are punctual and arrive at least 15 minutes before start of their duty time.
- Take charges of their duties properly and thoroughly.
- Perform their duties with honesty and sincerity.
- Read and understand their post and site instructions and follow the same.
- Extend respect to all Officers and staff of the office of the Client.
- Shall not drink alcohol while on duty, or come drunk and report for duty.
- Will not gossip or chit chat while on duty
- Will never sleep while on duty post.
- Will not read newspaper or magazine or watch TV while on duty.
- Will immediately report if any untoward incident misconduct or misbehavior occurs, to Vendor
- Control and the Client.
- When in doubt, approach concerned person immediately.
- Get themselves checked by security personnel whenever they go out.
- Do not entertain visitors.
- Shall not smoke in the office premises.
- Report any suspicious activity having security implication to the Client's representative at site

#### **6 CONFIDENTIALITY**

- 1 The phone number and movement plans of the client shall not be given to anyone.
- 2 The following information about the client shall not be given to anyone.
  - Car make, color and number of any officer(s)/official(s).
  - Telephone no/ any other information.
  - Location and movement plans.
  - Meetings and conference schedules.

- Site plan of the premises.
- Travel details of the clients.
- Assets of the office.

## 7. FRISKING/ CHECKING PROCEDURES

All contractors' staff will be thoroughly frisked at the time of entry and their leaving the office premises.

## 8. SUPERVISION

8.1 The Contractor shall depute one full time Manager in Client's office, who shall ensure that all the duties as may be assigned differently by the Client to various categories of personnel are performed by them in the desired manner of Client, failing which it shall invite penalties as prescribed in the following paragraphs.

8.2 The Contractor's Manager shall be the first line of contact for Client, who shall report to the designated officers of Client for all requirements.

8.3 The Contractor shall ensure that all statutory / mandatory requirements either related to wages disbursements or related to deposition of EPF/ESIC with concerned authorities or providing of ESIC facilities to the personnel are fulfilled through Contractor or its Supervisor.

8.4 The Contractor shall ensure that the Manager is well versant with all HR and catering related requirements and who should be prompt enough to initiate all required action.

## 9 PERIOD OF THE CONTRACT:

The contract will remain valid for a total **period of 2 years** from the date of issue of work order as per modalities mentioned at Para 10 of Section 3. An agreement consisting of all terms and conditions shall be executed by the contractor immediately upon receipt of the work order.

The contract can be terminated by the Resident Commissioner for **unsatisfactory performance** against the performance standards prescribed after giving an opportunity to the contractor. The decision of the Resident Commissioner shall be final in this regard.

In case of deficiency of service the Resident Commissioner may at any time terminate the agreement. In the event of such cancellation, security deposit amount in the shape of performance guarantee of the contractor will be forfeited to the Government apart from any other liquidated damages that may be due. The decision of Resident Commissioner shall be final in the matter.

- 1 The persons deployed by the Contractor should be properly trained, have requisite Experience and skills for carrying out a wide variety of catering work using appropriate materials and tools/equipments and ethics.
- 2 The Contractor should ensure the Health and safety measures of the employees. Government may also conduct health check up of the staff deployed at regular intervals.
- 3 The Contractor will be responsible for supply/ installation/refilling/maintenance of All such items/equipments used in wash rooms and other areas for Kitchen/ Restaurant purposes.
- 4 The Contractor must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and

other formalities. The Contractor shall be fully responsible for the conduct of his staff.

- 5 The Contractor at all times should indemnify Government against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act,1938; the Workman Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act,1961; Delhi Shops and Essential Act or any modification thereof or any other law relating thereto and rules made there under from time to time. Bihar Bhawan Authority will not own any responsibility in this regard. The contract shall initially be valid for period of two years and may be extended further for such period on mutual agreement subject to satisfactory performance, on the same terms and conditions.
- 6 In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by Government besides annulment of the contract.
- 7 The Contractor must provide standard liveries to its staff/supervisors/managers. The staff shall be in proper uniform as approved by Bihar Bhawan Authority and with their identity properly displayed. Samples of liveries will have to be submitted by the Contractor for approval of Resident Commissioner.

#### **10. (a) TERMINATION CLAUSE EXPANSION.**

The contract shall be liable for termination due to following reasons.

- I. Poor performance.
- II. Interruption of Service.
- III. Poor quality of food items and delayed services. Poor or expired raw material used for food production.
- IV. Irregular payment of dues to Bihar Bhawan.
- V. Misbehavior of Contractor's staff
- VI. Misuses of premises. Guests regular complaints
- VII. If the contractor sublets the work or give the space to another agency.
- VIII. If the contractor brings in bad name to Bihar Bhawan by his/her acts and deeds.
- IX. Unhygienic conditions in Kitchen/ Restaurant or during Rooms Services.
- X. Permitting or servicing alcoholic beverage or any other banned items.

#### **(b) PENALTY CLAUSE**

The contractor shall be liable to pay a sum of ` 1,000 /-as minimum penalty on each occasion for any of the following reasons:-

- I. Failure to maintain the quality of food as per the standards prescribed in the Manual.
- II. Misuse of Dining hall & Kitchen area for any other unauthorised purpose.

- III. Using of poor quality of ingredients not conforming to or below the standards prescribed AND/OR if found so by visual inspection or by taste or by any other means of checking/testing by any authorised official appointed by the Resident Commissioner for this purpose.
- IV. Poor service as noticed or reported by any Guest or by any official deputed and authorised by the Resident Commissioner.
- V. Complaints from the guests, if any, on any deficiency of service by the Contractor.
- VI. Unhygienic Conditions, if any, either in the kitchen, Dining/Service areas or during Room Service to the Guests.
- VII. Any other reason resulting in breach of any of the terms and conditions of the contract or for any situation leading to deficiency in service/quality etc., detrimental to the efficient functioning of the Bihar Niwas, New Delhi as decided by the Resident Commissioner or by any Official authorised by him and in such cases, the decision of the Resident Commissioner shall be final and binding.

## **11. GENERAL INSTRUCTIONS**

- 11.1 The Client intends to outsource entire catering activity of the Bihar Niwas and hence skilled manpower for deployment in catering categories including Standard Cooked Food/Beverages shall be made available.
- 11.2 The manpower appointed in different categories shall be conversant with use of scientific gadgets and should be trained. Even Cleaning Staff will not be an exception. They should be well groomed, presentable and maintain excellent personal hygiene.
- 11.3 The personnel who are appointed as Catering Staff shall be trained staff well dressed and wearing caps/ hand gloves.
- 11.4 The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower/ supervisor. If the required number of workers /supervisors / managers are less than specified number as mentioned in the contract, a penalty of ` 500/- per absentee per day shall be levied. The Bhawan authorities reserves the right to ask the contractor to increase the staff as per specific requirement of Guest House at any time, for a specific period or time at the whole responsibility of the contractor at no extra cost from the client.
- 11.5 In case the Contractor fails to fulfill the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, when asked for it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting Performance Security Deposit.
- 11.6 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to maintain requisitioned number of manpower, the Client shall levy penalty at double the rate of hiring which will be demanded from him to be paid within seven days to the credit of the Client or to be adjusted from Security Deposit.

- 11.7 The Contractor shall deploy all manpower at the Client's facility in the manner and as per the instructions of the Client.
- 11.8 The Contractor shall ensure that all personnel are fully conversant with the premises and with the client's activities and its related service requirements.
- 11.9 The Client shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the Client, emergencies, exempted.
- 11.10 The Contractor shall cover its personnel for personal accident and/ or death whilst performing the duty.
- 11.11 The Contractor shall exercise adequate supervision to ensure catering of food and non-alcoholic beverage services in accordance with the requirements as per the best standard.
- 11.12 The Contractor shall issue identity cards / identification documents to all its personnel who will be instructed by the Contractor to display the same at all times. The personnel of the Contractor shall be subject to detailed direction and control of the Contractor and in relation to manner and model of performance of duties, as agreed vide this agreement.
- 11.13 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their deployment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 11.14 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its personnel and the Client shall not have any liability whatsoever on this account.
- 11.15 Contractor must provide standard and clean liveries to its personnel / supervisors with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Contractor or its deployed staff from the Client for such items.
- 11.16 Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Client's premises after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.
- 11.17 Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.
- 11.18 Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1945; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Essential Act or any modification thereof or any other law



relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.

11.19 Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of Catering work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify Client in all respects under this contract.

11.20 Be it private or public areas, the Contractor's personnel shall be liable to be frisked/ Checked by the security personnel at Client's premises or on duty at any time during performance of their duties.

11.21 Contractor's personnel shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.

11.22 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on an account of acts of omission and commission by the staff deployed by him.

11.23 The Contractor will keep the Kitchen/ Store/ Pantry with related areas along with dining hall always clean, neat and tidy, free from insects, debris, foul odour etc. by using Kitchen friendly pesticides, chemicals etc.

11.24 Trained personnel are also liable to deploy as Service Boys in the Guest House.

11.25 Qualified and Skilled personnel of the Contractor are liable to be deployed as Cook in the Canteen / Guest House of Client premises. While working as Cook, they are required to adhere to best cooking standards.

11.26 While providing all the Services, Contractor shall ensure that all duties is performed invariably as per the desired standards of the Client, failing which it shall invoke penalty clauses of this Bidding Document.

11.27 The Contractor shall also ensure that for different services, only such smart, intelligent, experience and with thorough academic qualifications to deploy in Client's premises, which can cater to the requirements of Client's standards, failing which it shall be liable for Contractor to provide replacement immediately.

11.28 It is the responsibility of the Caterer to collect money from the guests directly for the food served. Bhawan Authorities will not be responsible for any loss of revenue on this account.

### **Variations**

The Government official in-charge may order variations in the scope or quantum of work through a written variation order. The payment for the variation is to work out on basis of contract rates and mutual agreement.



### **Payment Procedure:**

The Contractor will pay requisite license fee as per agreement before 7<sup>th</sup> of every month to the Client.

### **Liquidated damages:**

Whenever and wherever it is found that the Catering is not up to the mark, it will be brought to the notice of the managerial staff of the Contractor by Bihar Niwas Authority staff and if no action is taken within ONE hour, liquidated damages @ ` 500/-per complaint shall be imposed. The decision of Bihar Niwas Authority official in charge shall be final, in this regard and binding.

### **Manpower**

a. Any misconduct/misbehavior on the part of the manpower deploy by the contractor will not be tolerated and such person will have to be replaced by the contractor at his own costs, risks and responsibilities immediately, with written intimation to Bihar Bhawan Authority.

b. The Contractor should ensure to maintain adequate number of personnel and arrange a pool of stand by Catering staff/supervisor. In case of any Catering staff/supervisor absences from the duty, the Contractor from an existing pool of catering staff shall provide the reliever of equal status.

### **Risk Clause**

The Contractor shall at all times, have standby arrangements for carrying out the work under the Contract in case of failure of the existing arrangement.

Bihar Bhawan Authority reserve the right, for termination of the contract at any time by giving one month written notice, if the services found unsatisfactory. And also has the right to award the contract to any other selected tenderers at the cost, risk and responsibilities of Contactor and excess expenditure incurred on account of this will be recovered by Bihar Bhawan Authority from the Contractor Security Deposit or pending bill or by raising a separate claim.

- All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the Resident Commissioner.
- Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the Government and shall not knowingly lend to any person or company any of the effects or assets of the Government under its control.
- In the event of loss/damage of equipments etc. at the premises of the Government due to negligence/carelessness of Contractor staff, if established after enquiry, then the Contractor shall compensate the loss to Government.
- The Contractor or its representative/s shall meet Manager/ Chief Administrative Officer regularly to take feedback regarding the Catering services. The Contractor will also maintain a complaint and suggestion book for comments on the services rendered by it.
- The Contractor shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the Government's premises and shall indemnify Government for any loss or damage caused by any act of the Contractor or its employees or staff etc.
- The Contractor shall not assign or sublet this Agreement or any part thereof to any third party without the approval of the Bhawan Authority. However, he may use the services of associates for providing the services in which case the contractor shall be responsible for the

performance and all acts of the associates as though they were his own.

- In every case the Contractor shall make alternative arrangements for meeting his contractual responsibilities of the Sub Contractor/Associate.
- Measure of success will be based on the feedback from Guests and staff which will be recorded and action report needs to be submitted every month by the Contractor.
- Appointment of Supervisors will be done in consultation with Resident Commissioner and must be approved by them.
- Training on behavior aspects and ethics must be done regularly. Government's ways of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.
- Licenses if any required for Catering services at the site will be procured by the Contractor. The Bihar Bhawan Authority shall assist in this regards.

**Dispute Settlement:**

It is mutually agreed that all differences and disputes arising out of or in connection with this Agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the Sole Arbitrator appointed by the Resident Commissioner whose decision shall be final and binding on both the parties.

Signature of tenderer with seal

## **SECTION-5**

### **SCOPE OF CONTRACT**

Sl. No	Activities
1.	Production of Food and Non-alcoholic Beverage
2	Catering of Food and Non-alcoholic Beverage to Guest at Bihar Niwas
3	Room Service on demand of Guests
4	Upkeep of Kitchen and Dining Halls
5	Purchase of equipments/cutlery/utensils/crockery/ table mats/tray/ liveries/gloves etc. and their use inside Bihar Niwas campus.
6	Maintaining a personnel establishment at Bihar Niwas
7	Maintaining quality of food and beverages as per international standard [ISO 9001]
8	Coordination with other wings of Bihar Niwas

- 10 The Resident Commissioner, Government of Bihar, New Delhi has called for tenders from technically qualified reputed agencies for providing catering services at State Guest House of Government of Bihar called Bihar Niwas, located at 15, Tenzing Norgye Marg, Near Akbar Bhawan ,Chanakya Puri, New Delhi-1100021 for Catering of Food and Non-alcoholic Beverages to the in-house Guests and also to popularise Bihar cuisine among the population in Delhi.
- 11 The Service Provider should provide professional good quality catering services for which they have to engage experienced cooks and other manpower. The catering will inter alia, include morning tea/coffee, breakfast, lunch, evening tea/coffee, snacks and dinner, cold drinks and other non-alcoholic beverages on the scale and charges as per standard menu given in this tender document.
- 12 The catering has to be provided both in the common dining hall as well as in room as per the requirement of the guests.
- 13 The Guest House has rooms for stay of VVIPs / VIPs / Political Persons/ Senior Officers and others guests.
- 14 The equipped kitchen and the furnished dining halls in the State Guest House will be placed under the disposal of the successful bidder for providing catering services. In future the Bihar Bhawan authorities may improve it further if required.
- 15 No other commercial activities in the premises shall be permissible except that of allowing the restaurant for outside public also.
- 16 Fixed kitchen and catering equipments and furniture will be placed at the disposal of the selected contractor.
- 17 Additional equipment / vessels, Cutlery and crockery shall be arranged by the contractor himself.
- 18 The contractor will be provided Electricity, Water connection and Air conditioning from Bihar Bhawan office but he shall keep the usage of water and electricity to a reasonable level.
- 19 LPG cylinders and refilling charges for cooking purpose shall be borne by the

contractor. If in future PNG (Piped Natural Gas) pipeline is installed, one time installation charge shall be paid by Bihar bhawan office but the recurring charge(PNG charges as per the consumption assessed from the meter) thereafter will be borne by service provider.

- 20 In addition to Bihari food items, the contractor shall also be expected to introduce and serve selective Chinese/ Continental/South Indian dishes etc. as per the demand of the guests. The quality of food production and services of food and beverage shall be supervised by an authorized officer of Government of Bihar/or on behalf of Government of Bihar and Contractor shall be bound by the advice of such officer on professional issues relating to food and beverages.
- 21 The quality of raw material used for providing food & beverage must be of good standard and must be purchased from standard shops. Spices & condiments used must be of standard company approved by Bihar Bhawan officer. The Bihar Bhawan authorized representatives will have authority to inspect such articles of food and provisions and will have full powers to order discontinuance of use of such articles of food and provision which are found to be of unsatisfactory standard.
- 22 The Contractor shall be responsible for taking good care of all equipment, furniture, etc. supplied by Bhawan authorities and shall keep and maintain them in sound condition for the contract period except normal wear and tear and will return them in sound working condition except normal wear and tear after the expiry of the contract. The shortages or repairs except of normal wear and tear will have to be borne by contractor after expiry of contract.
- 23 The Contractor shall be responsible for maintaining the entire dining area (including Kitchen, Store, Pantry etc.) spotlessly clean and free from any insects at all times. The crockery, cutlery and utensils used in the preparation and serving of food shall always be in clean and hygienic condition. Furniture should be kept clear and in good condition. The kitchen shall remain open at all times for inspection to the duly authorized representatives of the Bhawan Authorities.
- 24 It will be the responsibility of the Contractor to store the material purchased by him in a clear, tidy and hygienic manner in the space provided by the Bhawan Authorities. The security of such material will be the sole responsibility of the Contractor.
- 25 The authorized representatives of the Bhawan Authorities shall check the quality and quantity of the items supplied and served. Complaints received from the Guests / staff on quality of food (including stale food) will be viewed seriously and a minimum penalty will be levied at 1,000/- per incident in such cases.
- 26 Vegetarian and non-vegetarian cooking shall be done separately in separate utensils.
- 27 The Contractor shall do the disposal of leftover foods and other garbage on daily basis to the satisfaction of the Bhawan Authorities.
- 28 The Contractor shall obtain all the requisite licenses including Prevention of Food Adulteration Act, 1954; Contract Labour (Regulation & Abolition) Act, 1970 and rules frames hereunder and under other applicable laws issued by the concerned Labour Department for running the establishment. The Bhawan Authorities shall not be responsible in any way for any breach by the Contractor of the rules and regulations

governing the running of such establishments.

- 29 The Contractor shall appoint adequate staff and a Manager as overall in-charge of catering services. The Contractor shall ensure that the workman staff in catering are suitably trained, well mannered and wear appropriate uniforms while serving in the Guest House. The Contractor shall provide the uniform along with hand gloves for serving, at their cost. Chef, Assistant Chef and helper in kitchen must wear head cap and clean hand & nails.
- 30 The Contractor shall organize medical examination of all the staff before initial deployment which will be repeated on six monthly. Any person found to be medically unfit or unsuitable shall have to be removed by the Contractor from the services and suitable replacement shall have to be arranged forthwith.
- 31 The Contractor shall not employ the services of any sub contractor directly or indirectly for the purposes of catering services pursuant to this Contract.
- 32 The Contractor shall not be entitled to suspend the provision of the catering services, pending resolution of any disputes and shall continue to render the catering services in accordance with the provisions of the contract notwithstanding the existence of any dispute between the Contractor and the Bhawan Authorities or the subsistence of any arbitration or other proceedings.
- 33 No accommodation, except a change/ rest room, will be provided to the workman of Caterer.
- 34 The caterer is required to provide packaged drinking mineral water or any other packaged food material procured outside (including soft drinks) or any other items, at the rate not exceeding the MRP of such items to the Guests and during function/ meetings / events as per the requirement of Bihar Niwas.
- 35 The Caterer shall provide special tea / snacks/ lunch / dinner in buffet style whenever required in the Bihar Niwas premises. The menu for the same shall be prepared in consultation with the Guests/ Bhawan Authorities at the rates reasonably mutually agreed.
- 36 Only packed and sealed spices/ sauces/condiments/ pickles, etc. with Agmark/ Food quality certified to be used viz:
  - Spices: Cookme/MDH/Everest/Ashok/Vindhya brand.
  - Papad: Lijjat
  - Butter: Amul/Britannia/Mother Dairy.
  - Atta: Whole wheat atta - Ashirwad, Pilsburry, Kissan, Annapurna, Shaktibhog or its equivalent.
  - Biscuit: Britannia/Parle/Sunfeast.
  - Milk : Amul/Mother Dairy/DMS
  - Cooking medium: Saffola/Sun Flower
  - Bread : Britannia/ Modern/ Harvest
  - Sauces/Pickles - Kissan/Maggi/ Mother's choice
- 37 The contractor should prepare Standard Menu.

- 38 The standard of cleanliness & hygienic to be maintained in kitchen and dining/service area must be observed.
- 39 Room Service to the guests shall be the responsibility of the contractor.
- 40 The contractor shall make good the loss caused to the permanent / temporary fixtures let for their use during the contract period. The Resident Commissioner shall not be responsible to compensate to the contractor for any loss, or damage of any kind of its own assets or the assets provided by Government of Bihar due to theft or loss made or damaged in the course of operation of the intended activity. The contractor has to make good the loss by him/her self.
- 41 A register for recording the Suggestions /Complaints' if any, shall be maintained for the dinning in the premises guests.
- 42 The Resident Commissioner reserves rights to alter any Terms and Conditions and to make additions to the existing one. In either case this will be treated as part of the agreement to be executed.

## **SECTION-6**

### **6.1 The tentative manpower requirements**

1. The Canteen shall remain open from 06:00 A.M. to 11.00 P.M.
2. At any time the contractor has to maintain a minimum of 20 staffs which will include 01 Supervisor, 01 Head Cook, 03 Assistant Cook, 05 Kitchen mates and 12 waiters to provide catering service in the dining hall & Room Service.
3. The above minimum staff is required at any given time.
4. The Contractor is required to increase the number of staff when ever required at his own cost.

### **6.2 Tentative menu**

The tentative menu and the prices are given below which may be subject to changes with prior approval of Chief Administrative Officer, Bihar Bhawan seeing the prevailing market conditions and guest's choice of items.

#### **BREAKFAST**

- 1) Aloo Parantha (2), 100gm Curd, Salad & Pickle --- Rs. 35/-
- 2) Parantha (2), Sabji, Bhujia, Curd, Salad & Pickle --- Rs. 35/-
- 3) Bread Toast(4), Butter 25gm and Jam, Omelette of 2 eggs/Boiled Egg (2)/Poached Egg(2)--- Rs.-35/-
- 4) Bread Toast(4), Butter 25gm and Milk (200ml) and Cornflakes/Chocos /Oates --- Rs- 35/-
- 5) Aloo Paratha (2pcs)--- Rs. 20/-
- 6) Milk(200ml)----- Rs. 15/-
- 7) Curd(100gm)----- Rs. 10/-
- 8) Cornflakes/Chocos/Oates (1pot)----- Rs. 15/-
- 9) Omelette of 2 eggs/Boiled Egg (2)/Poached Egg(2)----- Rs. 20/-
- 10) Fruits(Apple, Banana, Guava, Oranges, Papaya-etc)--- On demand as per market rate.

11) Juice-(Tropicana/Real- Apple, Guava, Lichi, Pineapple)---As per MRP

**LUNCH / DINNER**

- 1) Veg Thali ( Chapattis (4), Rice, One seasonal dry vegetable (as per weekly menu),One seasonal curry vegetable (as per weekly menu), Dal with extra servings as per demand, Curd/Raita, Salad, Papad, Pickle, One sweet).---Rs 90/-
- 2) Non Veg-Thali (Chapattis (4), Rice, One non-veg preparation (as per weekly menu), One Seasonal Dry vegetable (as per weekly menu), Curd, Salad, Papad, Pickle, One sweet) -----Rs- 120/-

**BEVERAGES**

- 1) Tea per cup. ----Rs. 8/-
- 2) Tea big pot ----Rs. 30/-
- 3) Tea small pot ----Rs. 20/-
- 4) Coffee Big pot ----Rs.50
- 5) Coffee Small pot -----Rs.35/-
- 6) Coffee per cup -- -Rs 15/-
- 7) Soft Drink --- As per MRP
- 8) Mineral Water --- As per MRP

**SOME À-LA-CARTE MENU ITEMS**

1. Mutton Full Plate (4pcs)-----Rs. 150/-
2. Mutton Half Plate (2pcs) -----Rs. 80/-
3. Chicken Curry Full Plate (4pcs) -----Rs. 120/-
4. Chicken Curry Half Plate (2 pcs) -----Rs. 60/-
5. Chicken Fry Full Plate (4 pcs) -----Rs. 140/-
6. Chicken Fry Half plate (2 pcs) -----Rs. 70/-
7. Chilli Chicken Full Plate (8 pcs) -----Rs. 140/-
8. Chilli Chicken Half plate (4 pcs) -----Rs. 70/-
9. Fish fry Full Plate (4 pcs) -----Rs. 120/-
10. Fish Fry Half Plate(2 pcs) -----Rs. 60/-
11. Fish Curry Full Plate (4 pcs) -----Rs. 120/-



12. Fish Curry Half Plate(2 pcs) -----Rs. 60/-
13. Egg Curry (2 pcs) -----Rs. 30/-
14. Shahi Paneer Full Plate (8 pcs) -----Rs. 80/-
15. Shahi Paneer Half Plate(4 pcs) -----Rs. 40/-
16. Kadahi Paneer Full Plate (8 pcs) -----Rs. 80/-
17. Kadahi Paneer Half Plate (4pcs) -----Rs. 40/-
18. Paneer Bhujji -----Rs. 20/-
19. Egg Bhujji ----- Rs. 20/-
20. Maggi Noodles-----Rs. 20/-

**NOTE:**

- 1) Weekly menu needs to be approved in advance in consultation with Chief Administrative Officer, Bihar Bhawan by the service provider in order to ensure due variation in the vegetable, dals , non-veg preparations and sweets.
- 2) The Service provider will also prepare à-la-carte menu as per requirement of guests comprising Bihar/North Indian/South Indian/Chinese Veg & Non - Veg dishes, snacks and beverages on the pattern of First-grade-restaurant/ Eating joints in Delhi in consultation with the Chief Administrative Officer or any officer authorized by the Chief Administrative Officer.
- 3) Such an approved à-la-carte menu shall also be allowed to be operated and displayed separately in addition to the standard menu.
- 4) The rates for the items in this à-la-carte menu will be decided by the service provider in consultation with Chief Administrative Officer and it has to be got approved by the Chief Administrative Officer, Bihar Bhawan or any officer authorized by the Chief Administrative Officer.
- 5) These rates will be valid for in-house guests and well as outside guests.

## **Section - 7**

FORMS		
Section 7.1	FORM-I	CONTACT DETAILS FORM
Section 7.2	FORM-II	FORM FOR FINANCIAL CAPACITY

**SECTION 7.1**

**FORM-I**

**CONTACT DETAILS FORM**

**GENERAL DETAILS OF BIDDER**

- 1 NAME OF THE COMPANY .....
- 2 NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE
  
- 3 COMMUNICATION ADDRESS
  
- 4 PHONE NO./MOBILE NO.
- 5 FAX
- 6 E-MAIL I.D.

**PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE**

- 1 NAME OF THE CONTACT PERSON
- 2 DESIGNATION
- 3 PHONE NO.
- 4 MOBILE NO.
- 5 E-MAIL I.D.
- 6 UNDERTAKING

- 1 The undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
- 2 I/We give the rights to the competent authority of the office of the Resident Commissioner, Government of Bihar to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
- 3 I hereby undertake to provide the Catering of Food & Non-alcoholic Beverage Services as per the directions given in the tender document/contract agreement.

Signature of the Authorised Signatory

Date :  
Place :-

Designation:

(Office seal of the Bidder)

**SECTION 7.2**

FORM-II FORM FOR FINANCIAL CAPACITY

Description Financial years

(Amount in Rupees')

Description	Financial Years		
	2012-13	2013-14	2014-15
Annual Turnover (in Rupees)			

## **SECTION 8**

### **FINANCIAL BID FORM**

<b>1</b>	Name of Tendering Company / Firm / Tenderer	
(A)	Address	
(B)	Telephone No.	
(C)	Fax No.	
(D)	E-mail Address	
<b>2</b>	Whether the Tendering Company/Firm/Tenderer dully filled-in the Technical Bid	Yes/No

#### **PART-I**

**Monthly license fees paid by the bidder to the client i.e, to Resident Commissioner, Government of Bihar.**

S.No.		Monthly license fees paid by the bidder to the client i.e., Resident Commissioner, Government of Bihar` (in Figures & in words) (To be paid quarterly in advance)
I	Catering of Food & Non-alcoholic Beverage Services in State Guest House of Government of Bihar at New Delhi, namely, Bihar Niwas, 15, Tenzing Norgye Marg, Near Akbar Bhawan ,Chanakya Puri, New Delhi-1100021	In Figures..... In words.....

**Date: Signature of the tenderer:**

**Place:-Full Name: Designation :(Office seal of the tenderer)**

## SECTION-9

### CHECK LIST ON PREPARATION OF BIDS

Sl.No.	Particulars	YES/NO
1.	Have you filled in and signed the Contact Details Form?	
2	Have you read and understood various conditions of the Contract and shall abide by them?	
<b>TECHNICAL BID</b>		
3.	Have you enclosed the EMD of 1,00,000/- in the Technical Bid?	
4	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents?	
5	Have you attached proof of having met the minimum eligibility criteria?	
5.1	Legal Valid Entity: Have you attached attested Certificate issued by the Registrar of firms / Companies?	
5.2	Financial Capacity: Have you attached Audited Balance Sheets?	
5.3	Registration with Government Bodies like ESIC, EPF, Labour Laws: Have you attached a Registration copy of each of the certificate?	
5.4	Experience: Have you attached the attested experience certificates issued by the Organisations /Government Depts. of the last three years?	
6	Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
7	Have your Technical Bid been packed as per the requirements of the Tender?	
<b>FINANCIAL BID</b>		
8	Is your financial Bid proposal duly filled, sealed and signed on all pages?	
9	Have you quoted the monthly license fees payable by you to the client i.e., Resident Commissioner, Government of Bihar in the prescribed format?	
10	Has your financial bid been packed as per Tender?	

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