

Building Construction Department, Bihar

Bapu Tower Samiti

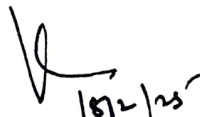
Gardanibagh, Patna-800002

**NOTICE INVITING VERY SHORT TENDER FOR LEASING OUT SPACE FOR VEGETARIAN
RESTAURANT AND SOUVENIR SHOP AT BAPU TOWER, PATNA**

Sealed tender is invited from reputed agencies under "Two-bid" system; Technical Bid (un-priced) and Financial Bid (priced) for leasing out space for vegetarian Restaurant and Souvenir Shop Contract. Detailed information of the Tender Document can be downloaded from the website of Bapu Tower (www.baputower.org) and Building Construction Department. Tender Document is also available at Bapu Tower Samiti Office. The bidder has to submit non-refundable tender processing fee of Rs. 10,000/- (Rupees Ten thousand only) and EMD Rs. 02, 00,000.00 (Rupees Two Lakh only) through demand draft in favour of "**Bapu Tower Samiti**" payable at Patna along with the Technical Bid. Bid Security money will be returned to the all unsuccessful Agencies after 30 days of finalization of the tender. Tender Document complete in all respects, in a sealed envelope is to be submitted by Speed Post/Registered Post/by hand at the Office of the Director Museum, Bapu Tower Samiti, Gardanibagh Patna-800002. The tenders received late/tenders without processing Fee/conditional tenders/incomplete tenders in any respect would be rejected. The Director Museum Bapu Tower Samiti, Patna reserves the right to accept or reject any or all tenders without assigning any reason.

Important Dates for the selection Process:

- (i) Date of inviting tender-21 February 2025
- (ii) Last date for submission of Tender- 08 March 2025 up to 01:00 PM.
- (iii) Date of opening of Technical Bid- 09 March 2025 at 11:00 AM.
- (iv) Date of opening of Financial Bid- will be informed.


Director Museum,
Bapu Tower Samiti

Patna.

Memo No.- बि० सं०/----- Patna, Dated:-----

Copy to -The Director, Information & Public Relation Department, Bihar with 08 (eight) additional copies of the advertisement and CD for publication in national dailies.

Memo No.- बि० सं०/----- Patna, Dated:-----

Copy to -The IT Manager, Building Construction Department to Upload on Departmental Website.


(Vinay kumar)

Additional Secretary
Building Construction Department

Cum

Director Museum,
Bapu Tower Samiti
Patna.



Government of Bihar
Building Construction Department
Bapu Tower, Patna Bihar

Very Short Term Tender

**Tender Document for Leasing out space for Vegetarian
Restaurant and Souvenir Shop at Bapu Tower Samiti,
Patna**

**BUILDING CONSTRUCTION DEPARTMENT
GOVERNMENT OF BIHAR
OFFICE OF THE
Director Museum, Bapu Tower Samiti, Patna
email: contact@baputower.org**

DISCLAIMER

The information contained in this Tender document or subsequently provided to Tenderers, whether in document or verbal or any other form by or on behalf of the Bapu Tower by any of its employees or advisors, is provided to Tenderers on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided.

The purpose of this Tender document is to provide interested parties with information that may be useful to them in eliciting their proposals pursuant to this Tender document. This Tender document may not be appropriate for all persons, and it is not possible for the Bapu Tower Samiti, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document.

This Tender document includes statements, which reflect various assumptions and assessments made by the Bapu Tower Samiti in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require.

The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct his/her own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document and obtain independent advice from appropriate sources.

Information provided in this document to the Tenderer(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Bapu Tower Samiti accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Bapu Tower Samiti, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Tender Stage.

Signature of the Tenderer

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3/5/14


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(Short Term TENDER Notice for Leasing out space for Vegetarian Restaurant and Souvenir Shop at Babu Tower, Patna)

Tender in Two Bid System (Technical and Financial bid) is invited from recognized or reputed agencies as mentioned below:-

1. Designation and Address of Advertiser : Director Museum, Babu Tower Samiti
Gardanibagh, Patna.
2. Date of Inviting Tender : 21-02-2025
3. Last date for Submission of
Tender Document : 08-03-2025 (up to 01:00 PM)
4. Place of
Availability of Tender Document (Hard copy) : BAPU TOWER SAMITI OFFICE
Gardanibagh, Patna-800002
5. (a) Date & Time of opening of Tender : 09-03-2025, (11:00 AM)
(Technical Bid)
(b) Date and time of opening of financial bid : After disposal of Technical bid
6. Tender Fee (Non-refundable) : Rs. 10,000.00 (Rupee Ten thousand only)
7. EMD : Rs 2,00,000(Rupees Two Lakh Only) in
the form of DD in favour of BAPU
TOWER SAMITI payable at Patna

Note:-For Queries and clarification please contact OSD, Babu Tower, Gardanibagh Patna till 7th March 2025 (Timing 11:00 AM to 6:00PM)


Director Museum
BAPU TOWER SAMITI
Babu Tower, Patna

Scope

The Director, Babu Tower Samiti, Building Construction Department, Patna (hereinafter referred to as the "Babu Tower") invites tender(s) for selection of Licensee for lease of space for Vegetarian Restaurant and Souvenir shop for the Fraternity of Babu Tower in Permanent Campus at Khagaul Road, Gardanibagh, Patna, Bihar 800002 as per the tender document. The bidder shall provide the required vegetarian items to the Babu Tower Fraternity, and the items should be available all the time at a reasonable or fixed price with best quality and appropriate quantity.

There is a souvenir shop adjacent to the Restaurant which will be the part of the restaurant with the following conditions,

- The bidder shall keep in stock of the following items:-
 - 3D printed Souvenir/gift of Mahatma Gandhi.
 - Books about Mahatma Gandhi.
 - Khadi and Handcrafted Items.
 - Souvenir/gift and related items of Mahatma Gandhi.
 - Innovative items/gifts related to Mahatma Gandhi.
 - The Digital Items related to Mahatma Gandhi and Gandhian thoughts.
- The bidder shall store and display the Souvenir/Gift items in a very attractive manner in the required storage almirahs and display cabinets. The area should be maintained in good condition.
- The Souvenir/Gift items should be made available to the visitors by the bidder at prices not exceeding the normal retail price prevailing in the market.

Sr. No.	Property Name (Babu Tower, Patna, Bihar)		EMD Rs.	Period for Operation & Management Contract
1	1.Ground Floor Restaurant (Area 13.15x12.90=169.635) SQM 2.Pantry/Serving+Handwash(Area6.95x3.97=27.626)SQM *Total-197.26SQM=2123.28SQFT		2,00,000.00	5 years
2	Cafeteria furniture	1.Existing@GF <ul style="list-style-type: none"> • 4 seater Table with chairs- 6 Sets(24chairs) • 6 seater Table with Chairs- 4 Sets(24chairs) 2.Reserve Furniture@GF <ul style="list-style-type: none"> • 6 seater Tables with Chairs-4 Sets(24chairs) 		
3	Souvenir Shop	Area approx. - 630 Sq.ft		

Souvenir Shop Furniture	Sr. No.	Items	Inches (L X H X B)	Quantity		
	1.	Big Cupboard	98X24X17	1		Note :- Successful bidder will have to purchase all the gift/souvenir items already available in the Souvenir Shop at the same rate at which it has been received by the Bapu Tower Samiti.
	2.	Round Shelf	46 (H)	1		
	3.	Open Book Shelf	83X47X24	1		
	4.	Glass Book Shelf	47X59X16	3		
	5.	Small Cupboard	35X16X24	6		
	6.	Wall Cabinet	95X93X16	3		
	7.	Fixed Wall Display Cabinet	252X84X16	1		
	8.	Reception Counter	80X48X27	1		

2. Instructions to Bidders

- 2.1 Tenders are invited from the experienced Restaurant & Food court owners/operators or any other similar facility operator having support of professional staff with track record of running Restaurant & Food court which fulfill the technical requirements.
- 2.2 The bidders are requested to submit tender fee in form of the demand draft along with the Bids, and all bidders are required to follow bidding processes as mentioned on the website and are required to submit their technical bids and financial bids as mentioned herein.
- 2.3 The Prospective Bidders are advised to visit physically and inspect the existing building and premises that may be necessary for preparing the bid and for entering into a contract for execution of the works before submission of the tender. No complaints on the available facilities will be entertained at a later date.
- 2.4 Bids should be submitted on or before the bid due date and should be in the prescribed forms/formats as mentioned in this tender.
- 2.5 **The demand draft towards tender fee and EMD** shall be drawn in favour of "Bapu Tower Samiti" payable at Patna **and to be submitted along with technical bid.**
- 2.6 Bids not in the prescribed forms/formats will be summarily rejected.
- 2.7 Bids shall be accepted only on or before bid submission due date and time. Any bid received after bid submission due date shall be summarily rejected and shall be returned unopened.
- 2.8 If a qualified bidder wants to withdraw the bid, the EMD of such bidder shall be forfeited.
- 2.9 The DD for EMD of all unsuccessful bidders (rejected bids/ unresponsive bids/ incomplete bids) will be refunded, without any interest, after the "Letter of Award" has been accepted by the successful bidder.
- 2.10 The EMD will not carry any rate of interest.
- 2.11 As per evaluation process mentioned in this tender, the "Letter of Award" will be issued to the successful bidder/ preferred bidder.

- The successful bidder shall be required to submit "Letter of Acceptance" to the authority within 7 days of issuance of "Letter of Award". Failing which the "Letter of Award" shall stand withdrawn without any liability on Bapu Tower Samiti and the EMD of such bidder shall be forfeited.
- 2.13 The successful bidder shall be required to sign Agreement within 7 days of "Acceptance of Letter of Award".
- 2.14 Bidders should note that the EMD of the bidders shall be forfeited in following cases:-
(i) If they withdraw their Bid after their technical bid has been accepted, or
(ii) In case, successful bidder fails to execute Agreement within 7 days from the date of receipt of the Letter of Award, or
(iii) If they conceal any material information or make incorrect and misleading statements or misrepresent facts in their Bid, or
(iv) Try to influence Bapu Tower Samiti or any of its officials in relation to the evaluation of bids; Bapu Tower Samiti shall have the right to forfeit their EMD and blacklist them from participating in any future tenders issued by the Bapu Tower Samiti.
- 2.15 Bids shall remain valid for a maximum period of 120 days from the last date of submission of tender.
- 2.16 Bapu Tower Samiti reserves the right to reject/cancel any or all bid at any stage at its sole discretion and without assigning any reason and no claim whatsoever nature will be entertained on this account.
- 2.17 Bapu Tower Samiti may, at its sole discretion, extend the bid due date and amend the tender by amending the Tender documents. In such a case, all rights and obligations of Bapu Tower Samiti and bidders previously subject to the bid due date will thereafter be subject to the bid due date as extended.
- 2.18 During evaluation of bids, Bapu Tower Samiti may, at its discretion, ask a Bidder for further clarifications on any information provided by them. The request for clarification and the response thereto shall only be in writing. The Bidder shall have to reply to the clarification within 7 days from the date of receipt of the request, failing which the bid of such bidder shall be rejected and Bapu Tower Samiti shall have the right to forfeit EMD of such bidder.

3. Eligibility Criteria

All the Bidders / Agencies must fulfill the following eligibility criteria and submit the documents and the declarations (duly self-attested) in support of their claim along with the Bid. The bids which are not meeting the Eligibility Criteria stated below and not accompanied with the requisite documents/EMD shall be treated as incomplete and will be liable to be rejected.

- a. The Applicant/Tenderer should be a citizen of India;
- b. The bidders shall submit details of experience in running a Food Court/Restaurant/Hotel or relevant business at least for a period of 2 years
- c. Quality certificate or any other certificates / license as applicable must be submitted;
- d. Bidder should not be blacklisted/debarred by any State or Central Government agency. Declaration regarding blacklisting/debarring (As per Annexure) must be submitted along with Technical Bid.
- e. Copy of Registration of the bidders under the State Shops and Commercial Establishment Act is mandatory.
- f. Interested bidder must have valid license issued by the Food Safety and Standards Authority of India (FSSAI).
- g. The bidder must be registered with ESI/PF authorities and must have labour licence.
- h. The bidders are required to submit self-attested copy of PAN and GST certificates;
- i. The bidder shall submit ITR Acknowledgements, Audited Annual Accounts and relevant enclosures of last 03 Financial Year. (Trading Account, Profit & Loss Account, Balance Sheet of financial years 2023-24, 2022-23, 2021-22)
- j. The Average Annual Turnover from relevant business of the bidders should not be less than 30 Lakh in last 03(Three) Financial Years (2023-24, 2022-23, 2021-22).

4. Evaluation of Tenders:

- a. The tender will be evaluated based on Technical Evaluation Parameters as mentioned below:

S. No.	Parameter	Evaluation Criteria Restaurant	Maximum Marks	Documents required
1.	Experience of running a Registered Food Court / Restaurant/Hotel before the date of tender.	2 Years = 10 Marks 5 Years = 20 Marks 10 Years = 30 Marks	30	Certificate of Incorporation/Relevant Documents.
2.	Average Annual Turnover of the last 3 financial Years	30 Lakh to 40 Lakh = 10 Marks 40 Lakh to 50 Lakh = 20 Marks 50 Lakh and above = 30 Marks	30	Audited Annual Financial Report (Trading Account, Profit & Loss Account, Balance Sheet of financial years 2023-24, 2022-23, 2021-22) is to be submitted along with Technical bid.
3.	O&M Plan for Restaurant a) 6 months Marketing Plan b) Food & Beverage Menu c) Theme Based Innovation	=5 Marks =5 Marks =30Marks	40	O&M Plan
Total Marks			100	

Bidders fulfilling the eligibility criteria will be evaluated finally on the basis of above evaluation parameters. (The Min. Qualifying Marks = 40)

- b. **Selection of Vendor:** Bidders who obtains minimum qualifying marks and are successful in Technical Evaluation will be deemed Eligible for participating in Financial Bid. Successful Bidder will be selected on the highest quoted rate. Minimum rate should not be less than **Rs. 35,000/-** per month for the restaurant including souvenir shop. GST will be charged additionally as per applicable rate.
- c. A Committee constituted by the Bapu Tower Samiti shall evaluate the tenders. The decision of the Committee in the evaluation of the Tenders shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
- d. Any approach from the tenderer or his representative, trying to influence the decision on the tender, officially or otherwise, shall render the tender, liable to be summarily rejected. The Committee has been empowered to take final decision regarding tender.
- e. **Amendment of Tender Document**
At any time, prior to the deadline for submission of proposals, the Bapu Tower Samiti may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer modify the Tender Document by issuing an addendum/corrigendum. Any Addendum/corrigendum thus issued shall become a part of the Tender Document and will also be

posted on the website of the Bapu Tower. To provide reasonable time to the prospective Tenderers to take an addendum into account while preparing their proposals, the deadline for submission of proposals may be extended, at the discretion of the Committee, if required.

Section-B

1. Submission of Tender:

1. Tenderers are advised to inspect and examine the site and the probable business turnover and satisfy themselves before submitting their tenders.
2. Tenders in the name of the Minors or on behalf of the Minors will be rejected and EMD will be forfeited accordingly.
3. In case of Firms /Companies/Departments etc., the authorized representative can submit the tender application along with authorization letter.
4. The bidders shall submit the Demand Draft in original towards the EMD/Tender Fee (Non Refundable) along with other requisite documents/Papers in the Technical envelope superscribed the name and address of the tenderer.
5. Tenders will be opened by the Committee. The tenderers or their authorized representative (only one) may remain present while opening the tender.
6. The bids not accompanied by the Demand Draft in original issued by any Nationalized / Scheduled Banks towards the requisite EMD and tender fee will be rejected.
7. Tender forms with any pre-conditions or additional conditions other than the conditions prescribed and supplied by the Bapu Tower Samiti /Licensor will summarily be rejected at the time of opening of Tenders.
8. The Tenderer shall sign on each page of Tender form.
9. Bidder will have to submit tender on the basis of two envelope system. One envelope containing DD for EMD, DD for Tender fee, Experience Certificates, Annual Financial Reports, Xerox of PAN Card, Xerox of GST Registration Certificate, all other certificates/papers mentioned anywhere in this tender will be called as Technical Envelope and Other Envelope containing the financial price will be called Financial Envelope.
10. **Technical Envelope** should be sealed and closed and be superscribed with " Technical Envelope for leasing out Space for Vegetarian Restaurant and Souvenir Shop at Bapu Tower Samiti, Patna" and on the left side having the name of Firm, Address and Mobile Number.

Financial Envelope should be sealed and closed and be superscribed with " Financial Envelope for leasing out Space for Vegetarian Restaurant and Souvenir Shop at Bapu Tower Samiti, Patna" and on the left side having the name of Firm, Address and Mobile Number.

Both envelope to be kept in a larger envelope which will be sealed and closed and be superscribed in the upper most side with " Tender for leasing out Space for Vegetarian Restaurant and Souvenir Shop at Bapu Tower Samiti, Patna" and on the left side side having the name of Firm, Address and Mobile Number.

The sealed cover shall have to be submitted at the office of the Bapu Tower Samiti situated at Khagaul Road, Gardanibagh, Patna.

2.Earnest Money Deposit (EMD):

1. The bidder shall be required to submit Earnest Money Deposit (EMD) for an amount of Rs.2,00,000/- (Rupees Two Lakh only) which is refundable by way of demand draft only.
2. The demand drafts shall be drawn in favour of "Bapu Tower Samiti" payable at Patna.
3. The EMD amount will not carry any interest.
4. The Earnest Money Deposit of the successful tenderer will be returned on the submission of the performance security, and for unsuccessful bidder(s) it will be returned after award of the contract.
5. Earnest money deposit of the successful tenderer shall be forfeited, if it refuses or neglects to execute the order or fails to furnish the required performance security within the time frame as specified by the Bapu Tower Samiti.

The Director, Bapu Tower Samiti reserves the right to reject any one or all the Tenders received without assigning any reason. No correspondence in respect of the decisions arrived by the tender committee will be entertained.

9. Opening of Tenders The Tenders will be opened on **09-03-2025 at 11:00 AM.**

Section-C

- 1. Allotment of Contract :-** As per the recommendations of the Tender Committee, the contract will be allotted to the successful H1 tenderer. The successful tenderer shall enter into an agreement for running the Vegetarian Restaurant and Souvenir Shop within 7 days from the date of issue of allotment letter.
- 2. Term/Period of Contract :-** The minimum lease period is for 3 years which is extendable up to 5 years on the basis of satisfactory service performance.
- 3. License Period/Minimum Period of Doing Business:**
 - a. The License period of Vegetarian Restaurant and Souvenir Shop shall be for maximum for five years only.
 - b. The licensee shall have to run the business for a minimum period of three (3) years in respect of the Vegetarian Restaurant from the date of entering into agreement. If the Licensee desires to vacate the premises for whatsoever reasons before completion of license period of (3) years, the licensee will have to pay the balance amount which falls short of the amount equivalent to (3) three year license fee.
 - c. The license fee shall be increased by 10 percent (%) of the rent amount annually on cumulative basis.
 - d. The successful tenderer/allottee shall enter into deed of license for five years or as the case may be and shall commence the business within fifteen (15) days from the date of receipt of allotment letter on non-judicial stamp paper worth Rs.1000/-, which has to be produced by the allottee /tenderer. If the allottee fails to enter into deed of license and commence the business within seven (7) days from the date of payment of security deposit, the Security Deposit and three months advance license fee is liable for forfeiture.
 - e. Payment of License Fee: The licensee shall have to pay monthly license fee on or before 05th of every month. In case of belated payment of monthly license fee, electricity and water charges, penalty @ 36% per annum of the amount due will be imposed.
 - f. **Non Exclusive Clauses:** The allotment of Vegetarian Restaurant and Souvenir Shop shall be on "NON EXCLUSIVE BASIS" i.e. the Bapu Tower Samiti shall have right to grant license to more than One licensee to do same Business in the same Premises.
- 4. Security Deposit/Performance Guarantee**
 - a. The successful tenderer shall deposit the (a) performance security in the form of Fixed Deposit Receipt (FDR)/Irrevocable bank guarantee in the prescribed format issued by any Nationalised/Scheduled Bank, for an amount of Rs.2,00,000/-for Restaurant - in favour of Director, Bapu Tower Samiti and it will be kept valid for a period of 60 days beyond the date of completion of contract period, and (b) security deposit of equivalent to three months advance license fee within 15 days from the date of allotment order.
 - b. The security deposit shall not carry any interest.
 - c. The Security deposit is refundable only after completion of license period.
 - d. Security deposit will not be adjusted towards the license fee payable by the licensee during the license period.
 - e. The security deposit of licensee of Restaurant and Souvenir Shop shall be refunded only after removal/dismantling additional structures, constructed by them for their use, if any.
 - f. In case the licensees vacate the premises without dismantling /removing the additional structures, the cost of dismantling /removing the additional structures shall be adjusted out of the security deposit/FDR/Irrevocable bank guarantee and the balance amount if any shall be refunded.
 - g. The Security deposit is liable for forfeiture in the event of failure by the licensee to pay the license fee or termination of license or for breach of any condition/conditions of license.

5. Termination of Contract

1. Termination of License along with forfeiting of the Security Deposit/Performance Guarantee in the event of:
 - a. The licensor is at liberty to terminate the license with three months' notice, without assigning any reasons.
 - b. The licensee fails to give (3) three months advance notice to the Samiti for termination of license, after completion of Nine (9) months period in case of Shops from the day of entering into an agreement.
 - c. The licensee defaults in payment of license fee for three months consecutively or three times in a calendar year, the license can be terminated and the security deposit will be forfeited.
 - d. The licensee fails to do the business in the area for a period of (90) Ninety days (for which the license is granted) for whatsoever reasons, non-payment of Security Deposit and not entering into an agreement within the stipulated period.
2. The licensor shall have the right to terminate the license (contract) if in his opinion the quality of goods/services sold is not up to the standard/satisfactory besides forfeiting the security deposit.

Section-D

1. Specific Terms and Conditions:

- a. The Working Hours of Vegetarian Restaurant and Souvenir Shop will be from 10:00 A.M. to 9:00 P.M.
- b. Delivery Services like Zomato, Swiggy etc. will not be allowed.
- c. Price Fixation on any food menu will not be done by Bapu Tower Samiti.
- d. Musics will be allowed in the Restaurant with certain conditions.
- e. The Size & Location of Restaurant Board/Signage/Hoarding will be decided by Bapu Tower Samiti.
- f. No Specific Parking will be allowed for the Restaurant.
- g. Housekeeping of Restaurant area should be done on daily Basis.
- h. After 3 years, contract will be extended annually and up to maximum period of 5 years only after review by the Committee.
- i. **License fee will be the highest rate quoted by the bidder,**
- j. Electricity & Water Charges: The Electricity Charges shall be paid as per the sub meter reading and as per the tariff or as decided by the Bapu Tower Samiti in accordance with the instructions issued from time to time. In case water is provided to licensee, water charges shall be paid by the licensee regularly, as fixed by the Bapu Tower Samiti. The sub meters will be procured at the cost of the licensee. The energy consumed from the back-up provided i.e. DG set shall be collected by the Bapu Tower Samiti on actual basis.
- k. Licensee shall install swiping machines for convenience in payments for the goods delivered.
- l. No subletting of work/space will be allowed at any stage.
- m. The successful bidder/lessee shall engage sufficient no. of Restaurant staff, which is considered appropriate for serving the persons occupying the premises.
- n. The material used for preparing items shall be of standard quality.
- o. The successful bidder/lessee has to ensure that the Restaurant staff serving in the said complex and also Souvenir Shop Staff are well mannered and are in proper uniform.
- p. The successful bidder/lessee shall ensure that they provide best and standard services to the customers.
- q. The successful bidder/lessee shall arrange utensils, cutlery, crockery and other equipment /items /required to run the Restaurant at their own cost.
- r. The successful bidder/ lessee will have proper valid license from concerned/ prescribed authorities to prepare & serve the food items and shall comply with all norms & guidelines of the statutory Authorities in this regards. The successful bidder/lessee shall be sole responsible for any consequence arising out due to Non-compliance of any guidelines of the

- concerned statutory authority and the Bapu Tower Samiti shall be in no way responsible for the same.
- s. Successful bidder will have to purchase all the gift/souvenir items already available in the Souvenir Shop at the same rate at which it has been received/purchased by the Bapu Tower Samiti.

2. General Terms and Conditions:

- i. The successful Tenderer will be allowed to commence the business upon completion of other formalities like payment of security deposit, execution of agreement (Deed of License) failing which EMD/SD/PG paid will be forfeited besides cancelling the license.
- ii. **Change of Nature of Business:** The licensee has to do the same business which is mentioned in the tender document and for which license is issued. If the licensee is found doing business in the allotted area other than the stipulated in the deed of license, the license is liable for termination along with forfeiting the Security Deposit/Performance Guarantee.
- iii. In the event of death of licensee, the license shall come to an end. However, the licensor may permit the Legal Heir of the licensee to run the business on the same Terms & Conditions for the remaining period of license on execution of fresh deed of license by such Heir.
- iv. The Restaurant and Souvenir Shop or premises will be given on the basis of "**as is where is condition**" to the successful licensee. Any modifications, changes, alterations, repairs, if any required shall be undertaken by the licensee at his own cost with the prior permission of the Bapu Tower Samiti and as per the drawings approved by the Bapu Tower Samiti. The successful bidder shall maintain the premises areas in neat and tidy manner at all the times.
- v. **Confinement to the Area of Restaurant and Souvenir Shop:**
 - a. The licensee has to perform the business by confining to the extent of Space, allotted as mentioned in the tender document or as recorded in the deed of license. There should not be any encroachment of platforms, area of other space by licensee, under any circumstances.
 - b. If the licensee encroaches any other area, the licensee is liable for payment of penalty. If the licensee is habituated for encroachment, it will be liable for termination by serving a notice.
 - c. Bio (Solid & liquid) waste management should be in a proper way by following the waste management policy of the Bapu Tower Samiti. The premises and surroundings of the space shall be kept in clean and tidy condition by keeping dustbins at appropriate places and are subject to inspection by the officials of the licensor and the Municipal Authorities. Non compliance will attract imposing of penalty up to Rs.1000/- on each occasion. Plastic Bags will be totally prohibited inside the Campus.
 - d. A "Suggestions & Complaints" book at his establishment will be made available to the public on demand immediately. If any suggestions or complaints are made by the public; it is the responsibility of the licensee to bring it to the notice of the licensor. The said book shall be produced to inspecting officials. The "Suggestions & Complaints" recorded in the suggestions & complaints book be scrupulously followed and failure to follow will lead to levy of penalty or termination of agreement of forfeiture of security deposit at the discretion of the Samiti.
 - e. The licensee has to undertake white washing / painting of the space provided once in a year at his own cost with prior permission of the Samiti.
 - f. On the expiry of the period of the license or on its termination, as the case may be, the licensee shall deliver vacant possession of the premises intact, to the licensor at 17.00 hrs. on the last day of contract.
 - g. In the event of the Licensee fails to deliver vacant possession of the shop/premises to the licensor, the licensor shall have right to take possession of the premises by putting his own lock and key to the said premises. The articles, if any, left by the licensee, will be kept in public auction on the next day of taking over the premises by the licensor.
 - h. Licensee shall ensure that fire detection and suppression measures installed inside the premises are kept in good working condition at all times, and also ensure that all electrical

wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires.

- i. The Licensee has to confine his activities only within the specified area handed over to him and for running the business of Restaurant and Souvenir Shop. The Licensee has to Furnish (furniture) in front of restaurant area on proportionate basis
- j. The Licensee has to make their own arrangement for serving/delivery of food at Bapu Tower Patna, Bihar.
- k. The Licensee shall have to make and maintain the premises of Bapu Tower area neat and clean during and after serving of food to the people. Any leftover food, materials etc. should be removed immediately.
- l. Use of coal, fire wood etc. is not permissible. In case coal or fire wood is essential for particular cuisine, special prior written permission will have to be obtained.
- m. Restaurant including the kitchen, stores and other food handling areas should be as per the Food Safety and Standards Act (FSSA) 2006, Food Safety and Standards Rules 2011 and various Food Safety and Standards regulations as applicable from time to time. The operator shall solely be responsible for any damages/criminal liability consequent to violation of any of the provisions of FSSA, 2006 or any issue arising out of food contamination, poisoning and related issues and licensee will be solely responsible / liable to all third-party claims.
- n. The Licensee shall undertake clearing of any choking in the drainages, manholes, etc., removal of beehives and cobwebs/ honey webs from the property and premises, cleaning and sweeping of roof tops with brooms/mechanized sweeping, cleaning of signage. All dustbins shall be properly cleaned from in and outside and should be emptied at the end of the shifts on regular basis. The Licensee shall undertake Cleaning, sweeping and horticulture of common area of Restaurant and Souvenir Shop. Also the security of Restaurant and Souvenir Shop Campus is responsibility of the Licensee.
- o. Licensee shall ensure collection, screening and segregation of dry and wet garbage area. The successful bidder shall also ensure the segregation of bio-degradable, non-bio degradable and hazardous waste. Appropriate disposal as approved by applicable authority shall be the responsibility of the management of operator. The management of operator shall in no way harm the environment of the place.
- p. The services shall not be limited to the restaurant area only but the management of operator shall also cater to the need of Bapu Tower, Patna if required. The Licensee shall prepare and serve food and beverage in the restaurant as per requirement.

vi. Manpower deployment:

- a. The licensee shall register himself as a Contractor under the Contract Labour (Regulation and Abolition) Act, 1970.
- b. The licensee has to pay amounts, in case of any accident to the personnel employed by them during the business time. The licensee alone is liable for workmen's compensation and any other statutory dues and Bapu Tower is not liable for payment of any such amount.
- c. The personnel employed by the successful bidder/lessee will be employees of the successful bidder/lessee and the Bapu Tower shall have nothing to do with their employment. Bapu Tower will not be responsible for any injury to the personnel engaged by the successful bidder/lessee. The Bapu Tower shall have the rights to ask for the removal of any person of the successful bidder/lessee who is not considered to be competent and orderly in the discharge of his duties.
- d. The successful bidder/ lessee shall comply with all prevailing labour laws/ Municipal laws & statutory requirement of Central/ State Government organizations. In case on non-adherence of any laws/ regulations of the statutory bodies, the successful bidder/lessee will be fully responsible for the consequences arising out of adherence. The Bapu Tower in no way will be responsible for the same.

vii. Taxes:

The licensee shall pay all the taxes which are levied by the Central Government, State Government and Local Authorities from time to time. The Bapu Tower Samiti will not be liable for the penalties against non-payment of these taxes or default therein. Any default, non-payment of taxes to statutory authorities will cause termination of license and vacation of premises.

- viii. All the above terms and conditions will form part of agreement. The licensee will have to be bound by these conditions in addition to any other conditions prescribed by the Bapu Tower.
- ix. All notices, consents, sanctions, directions and approval referred to in this agreement or otherwise shall be given by the licensor to the licensee in writing.
- x. Failure to deliver vacant possession by the Licensee to the licensor, shall entitle the Licensor to forfeit the Security deposit/Performance Guarantee.
- xi. In the event of any damages caused to the premises or property of the Licensor by the Licensee or his representatives, agents or servants during the subsistence of licensee period, the licensee shall make good to the Licensor and the licensor shall have right to recover the said sum of amount from the Security Deposit of the licensee.
- xii. No accommodation shall be provided to the successful bidder or their employee in the campus. Likewise, no person related to Restaurant and Souvenir Shop, will be allowed to stay in the campus after closing of Restaurant and Souvenir Shop.
- xiii. During the agreement period, the licensor is at liberty to alter /modify /add/delete in the condition(s) of the agreement in the interest of the Bapu Tower.

xiv. Prohibitions:

- a. No licensee will sell non-vegetarian items or any prohibited items by the Bapu Tower or by the Government or any enforcing agencies. They shall adhere to the code of the conduct laid down by the Bapu Tower from time to time. The license agreement can be terminated at any point of time without assigning any reasons on the basis of violation of contractual obligations.
- b. Since the consumption of Alcohol & smoking is prohibited in the premises, the successful bidder/lessee shall not sell Liquor and tobacco products or allow consumption thereof by any person in the vegetarian restaurant and souvenir shop area leased out to him areas & no explosives will be allowed in the restaurant and souvenir shop area.
- c. **Use of polythene:** the successful bidder shall submit an undertaking for not using the polythene covers which are banned by the State / Central Governments or any other agency.
- d. No child labourer shall be employed for servicing as per law.
- e. The licensee shall not exhibit or permit any advertisement in the shop, except the same and style of his/her business, and the cutout/poster/hording should not be obscene. In case of misbehavior or assault on person, any act or comment tarnishing the image of Bapu Tower by the licensee or his representative /workers lead to impose penalty or termination of contract duly forfeiting the Security Deposit amount.
- f. **Sub Shops/Outlets:** Permission shall not be accorded to licensee to open subshop/Outlets under any circumstances for whatsoever reasons.
- xv. The operation of Restaurant and Souvenir Shop timings shall be as per directions of the Bapu Tower Samiti.
- xvi. Bapu Tower Samiti reserves the right to accept or reject any tender of Restaurant and souvenir shop at the sole discretion of the Samiti without assigning any reasons thereof.

3. Penalty Provision:

- 3.1 In the opinion of the licensor, if the licensee fails to execute the license on the terms mutually agreed and entered in the agreement/contract between the licensor and the licensee to satisfaction of the licensor, the Bapu Tower (licensor) has the right to take the following actions.
- 3.2 Imposition of fine for breach of contract.
- 3.3 Forfeiture of Security Deposit / Performance Guarantee either partly or fully.
- 3.4 Termination of license by giving one month's notice.
- 3.5 Termination of contract with the above reasons with due notice and also simultaneously security deposit may be forfeited
- 3.6 If any statutory authority imposes any punishment or fines etc., and if the Bapu Tower is made a party in such penal action, the Bapu Tower has got the authority to keep security deposit etc., with it until it is proved to the satisfaction of the Samiti that such penal actions are ceased. Such penal actions may be a reason for termination of Contract.

4. Dispute Redressal & Applicable Law:

- 4.1 In all disputes and doubts or interpretation of the clauses or conditions applicable to the license Or otherwise, the decision of the Director, Babu Tower Samiti shall be final and binding on the licensee.
- 4.2 The contract shall be governed by the laws and procedures established by Govt. of Bihar, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings/processing. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Patna, only.
- 4.3 **Force Majeure:** Any delay due to Force Majeure will not be attributable to the licensee. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Vendor or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the licensee for a period exceeding a continuous period of 7 (seven) days.

Application Form

For

To
The Director Museum,
Bapu Tower Samiti, Patna

Dear Sir

This is in reference to Tender Notification _____, dated _____ regarding leasing out space for Vegetarian Restaurant and Souvenir Shop at Permanent Campus of Bapu Tower, Patna. I, hereby submit Tender in the prescribed format. I have read all the *Terms and Conditions* supplied along with the Tender Form thoroughly and understood the full content. Further, I hereby agree to abide by the Terms and Conditions stipulated by the Bapu Tower Samiti, Patna from time to time during the operation of my business on awarding the License for the same.

Thank you.

Yours faithfully

Signature of the Applicant

Full Name: _____

Permanent Address: _____

Mobile Phone No: _____

Applicant Information Sheet

1. Name of the Applicant: _____

2. Father's Name of Applicant: _____

3. Nature of Current Business : _____

4. Age of the Tenderer : _____

5. EMD Particulars:

DD Amount: Rs. _____

DD No. : _____

Date: _____

Bank Details : _____

6. Tender Fee Particulars:

DD Amount : Rs. _____ DD No. : _____

Date : _____

Bank Details : _____

7. Full Address of Applicant: _____

8. PAN : _____

9. I offer the following sureties who have signed hereunder as Sureties.

Sl.No.	Name of the Sureties	Occupation	Signature
1.	_____		
2.	_____		
3.	_____		

Signature of the Applicant

DECLARATION REGARDING BLACKLISTING/DEBARRING FOR TAKING PART IN TENDER

(To be executed & attested by Public Notary / Executive Magistrate on Rs.100/- non-judicial Stamp
paper by the bidder)

I / We _____ Proprietor / Partner(s)/ Director / agent of M/S.
_____ hereby declare that the firm/company namely
M/s. _____ has not been blacklisted or debarred in the
past by Union / State Government or organization from taking part in Government tenders in India.

Or

I / We _____ Proprietor/ Partner(s)/ Director/ agent of M/s.
_____ hereby declare that the
Firm/company namely M/s. _____
was blacklisted or debarred by Union / State Government or any Organization from taking part in
Government tenders for a period of _____ years w.e.f. _____ to _____.
The period is over on _____ and now the firm/company is entitled to take part in
Government tenders.

In case the above information found false I/we are fully aware that the tender/ contract will be
rejected/cancelled by the Director, Bapu Tower Samiti, Patna and EMD/ Performance Security shall be
forfeited.

In addition to the above, Director, Museum, Bapu Tower Samiti will not be responsible to pay the bills
for any completed / partially completed work.

DEPONENT

Name _____

Address _____

Attested

(Public Notary / Executive Magistrate)

Format for Financial Bid

Rate for leasing out space for Vegetarian Restaurant and Souvenir Shop at Bapu Tower, Patna	Rs..... Per Month (along with the above quoted rate GST will be charged additionally as per applicable rate)	(in words)..... Per Month (along with the above quoted rate GST will be charged additionally as per applicable rate)
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Rate quoted above is as per Monthly basis and licensee will have to pay it on monthly basis along with applicable GST rate.

.....
Signature of Bidder