



**BIHAR LEGISLATIVE ASSEMBLY SECRETARIAT
PATNA-800015**

**Request for Proposal for Selection of Canteen
Service Provider for Hon'ble Dignitaries and
Employees of Bihar Legislative Assembly
Secretariat, Patna-800015.**

NIT No. : ...13/2024

Date: 28.12.2024

Website:-

<https://vidhansabha.bihar.gov.in/>

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1. Fact Sheet

S.No.	Particulars	Details
1.	NIT No.	13/2024
2.	Tender date	28.12.2024
3.	Selection Method	Tender will be awarded to the Bidder with the highest score based on the QCBS Evaluation Method.
4.	RFP issued by	Bihar Legislative Assembly Secretariat, Patna-800015
5.	Availability of RFP	RFP can be downloaded from https://vidhansabha.bihar.gov.in/
6.	EMD	Earnest Money Deposit of 25000/-. Demand Draft in favour of "DDO Bihar Vidhan Sabha Patna", payable at Patna from any of the nationalized bank. The Firms registered with MSME are exempted from the payment of EMD. Copy of valid certificate must be furnished with Technical cover.
7.	Performance Security Deposit (PSD)	To be Submitted after Award of the contract.
8.	Nodal Officer for correspondence and Clarification	Sitesh Kumar Jha Section Officer, Bihar Legislative Assembly Secretariat Mo: 8709319201
9.	Last date for Pre bid queries	03.01.2025
10.	Pre bid meeting	03.01.2025 at 11:30 AM
11.	Issue of addendum/clarification (if any)	08.01.2025
12.	Last date and time of bid submission	24.01.2025 till 03:00 PM
13.	Opening of Technical bid	24.01.2025 till 04:00 PM
14.	Technical Presentation/Demo	27.01.2025 from 11:30 AM onwards
15.	Opening of Financial bid	31.01.2025 at 11:30 AM
16.	Address for venue of bid opening	Official chamber of Secretary, Bihar Legislative Assembly Secretariat, Patna-15
17.	Address for Communication	Secretary, Bihar Legislative Assembly Secretariat, Patna-15
18.	Email Id for Communication	secretarybvs@gmail.com

2. Notice Inviting Tender (NIT)

Notice Inviting Tender (NIT)

Bihar Legislative Assembly Secretariat, Patna-800 015

NIT No.-:

"Request for Proposal for Selection of Canteen Service Provider for Hon'ble Dignitaries and Employees in Bihar Legislative Assembly Secretariat, Patna-800015"

1. Bihar Legislative Assembly Secretariat invites Request for Proposals (RFP) from **Vendors having experience of operating and maintaining Canteen Services in Government offices** for the operation and maintenance of Canteen Services as per FSSAI standards to serve the Hon'ble Dignitaries, employees, office and visitors in **Bihar Legislative Assembly Secretariat** on contractual basis for a period of Two Years which may be extended further period on satisfactory performance as detailed in the "Scope of Work" section of this RFP document.
2. The detailed RFP document (along with the formats and templates) can be downloaded from <https://vidhansabha.bihar.gov.in/> from 28.12.2024. The downloaded RFP document shall be considered valid for participation in the bidding process subject to the submission of required EMD through Demand Draft in favour of "D D O Bihar Vidhan Sabha Patna" payable at Patna and must be submitted physically in the office of Secretary, Bihar Legislative Assembly, Patna-15 latest by 24.01.2025 till 03:00 PM failing which the bid will be summarily rejected.
3. Bidder/Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.


Secretary-in-Charge 26/1/25

Bihar Legislative Assembly,
Patna, Bihar-800015

3. Disclaimers

All information contained in this Request for Proposal (RFP) provided is in the good interest and faith. This is neither an agreement and nor an offer/invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the presentation of this RFP document, the interested bidders shall satisfy themselves that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied that the RFP document is complete in all respects.

Bihar Legislative Assembly Secretariat reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. Assembly Secretariat also reserves right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFP. Assembly Secretariat reserves the right to change/modify/amend any or all of the provisions of this RFP document without assigning any reason at any time before the submission of bids. Any such change would be communicated to the bidders by posting it on the website of the Bihar Legislative Assembly.

Neither Assembly Secretariat nor their employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract to the principles or resolution or unjust enrichment or otherwise for any loss, expense or damage which may raise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of Assembly Secretariat or their employees and bidder or otherwise arising in any way from the selection process for the assignment.

Information provided in this document or imparted to any respondent as part of RFP process is confidential to Assembly Secretariat and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

4. DEFINITIONS

In this RFP the words and expression defined below shall have the meaning assigned to them respectively, except where the context requires otherwise:

- (a) "Contract" means the Contract signed by the Parties with all attachments, namely Schedules, Annexure, Supplements, Appendices, Appendages and all modifications made in accordance with the provisions of this agreement thereof (*between Bihar Legislative Assembly Secretariat and the Vendor*) in accordance with the provisions of this agreement.
- (b) "Effective Date" means the date on which this contract comes into force and effect pursuant to award of bid and issue of work-order/approval of RFP by Bihar Legislative Assembly Secretariat.
- (c) "Party" shall mean Bihar Legislative Assembly Secretariat, Patna or selected Vendor pursuant to this RFP and the parties shall mean both Bihar Legislative Assembly Secretariat, Patna and such Vendor.
- (d) "Services" means the services of Canteen including all ancillary services regarding preparation of healthy and hygienic food and beverages, service, safe keeping, catering management, utensil management, cutlery management, serving fresh food and beverages to Officers and officials, management of base kitchen and extensions, and any other food and catering related works required by the Employees and Officers of the Bihar Legislative Assembly Secretariat.
- (e) Nodal Officer: Officer appointed by the Bihar Legislative Assembly Secretariat (As mentioned in the fact) shall be the Nodal officer for any communication with the Vendor.
- (f) "Vendor" means the selected Contractor for the operation and maintenance of Canteen pursuant to this NIT.
- (g) "BLAS" means Bihar Legislative Assembly Secretariat.
- (h) "Prepared Meals" shall include all items prepared/processed in the base kitchen, and shall exclude packaged items which are sold as such to the customers, without any value addition by the Vendor, e.g. Packaged Beverages including cold-drinks; Ice-cream; Chips and Wafers; Biscuits, any special preparation which cannot be ordinarily prepared by the Vendor in ordinary course, etc. The term prepared meals will also include all such items which are in the Menu and expected to be prepared by the Vendor, in ordinary course, but has been procured by vendor from any third party.
- (i) "Subsidized Canteen" implies a Canteen in the premises of Bihar Legislative Assembly Secretariat wherein premises, water charges, semi-furnished assets including furniture, electricity, etc. are provided free of charge to the Vendor with an expectation that the cost charged will be substantially below market price as the Canteen is a welfare measure of the Bihar Legislative Assembly Secretariat for Hon'ble Dignitaries and its employees.

5. Introduction and Objectives

The Bihar Legislative Assembly Secretariat desires to provide subsidized Canteen facilities to its employees, visitors and officers in Bihar Legislative Assembly Secretariat. For this purpose, a suitable semi-furnished premise to act as base-kitchen and Canteen is available in the ground floor of Bihar Legislative Assembly Secretariat. Canteen facilities are to be provided in Bihar Legislative Assembly Secretariat through extended serving counters; further, additional serving pantry is to be operated in Bihar Legislative Assembly Secretariat on upper floors for smooth and prompt service.

Since Payment of services are ordinarily not to be made by the Government of Bihar, a two stage open tender has been issued on QCBS method of selection, wherein the interested Vendors who qualify the technical parameters are permitted to inspect the premises, understand the scope of business and services and bid accordingly.

6. General Information

The **Bihar Legislative Assembly Secretariat** invites **Request for Proposals** from **Vendors having experience of operating and maintaining canteen in Government offices** for the operation and maintenance of Canteen Services as per FSSAI standards to serve the Hon'ble Dignitaries, employees, office and visitors in **Bihar Legislative Assembly Secretariat** on contractual basis for a period of Two Years which may be extended further period on satisfactory performance.

- A. The Vendors must not be blacklisted or debarred by any Govt. at time of submission of bid and no work awarded to any such Vendor should have been terminated during last three years on the ground of unsatisfactory performance. Each Vendor is required to submit under taking in this regard.

Name & description of work	Bid Security	Date of publication of RFP documents online	Last date of Submission
Selection of Vendors for operation and maintenance of Canteen Service Provider for Hon'ble Dignitaries and Employees in Bihar Legislative Assembly Secretariat.	Rs. 25,000/- (Refundable)	From date mentioned in fact sheet onwards the RFP documents can be downloaded from the website https://vidhansabha.bihar.gov.in/ And can also be obtained from the Bihar Legislative Assembly Secretariat, Patna	as per date and time mentioned in fact sheet

- B. The scope of the work shall include, but not be limited to, operating Canteen as per FSSAI standards and related services.
- C. The cost of RFP documents is Rs. NIL.
- D. Vendors fulfilling the prescribed criteria may download the document form <https://vidhansabha.bihar.gov.in/> or obtain a copy from the Office of Bihar Legislative Assembly Secretary, Patna and submit the bid along with the Undertaking document/ bid security amount separately in the form of as permitted in GFR.
- E. DD/Bank Draft should made payable to **"D D O Bihar Vidhan Sabha Patna"**
- F. Important information about the two-stage tender:
- The payment to Vendor will not be given by Bihar Legislative Assembly Secretariat, ordinarily, but by the users of Canteen Service.
 - Payment as **per bill will be given by Bihar Legislative Assembly Secretariat, after due verification process, only when the services are utilized for official meetings, hospitality, special occasions, etc. The credit period of such payment shall be 30 days after submission of all necessary Bills and vouchers, and subject to availability of funds.**

3. **The Tender process and the periodic Menu and price determination shall be done by the Canteen Committee appointed by the Speaker, Bihar Legislative Assembly.**

First Stage: Technical bid

A. Essential Eligibility Criteria:

- i. The Tenderer must have a minimum average annual turnover of Rs.5,00,00,000/- (Rupees Five Crore only) in the last three years and should be profit making during the last three years. Copies of the following documents should be submitted along with the Technical Bid.
 - Goods and Service Tax Certificate
 - Registration Certificate
 - PAN No.
- ii. Should have a valid FSSAI license
- iii. Willing to deposit EMD of Rs. 25,000/- (no exemption)
- iv. Willing to take part in Two stage bidding which will also involve giving presentation to the Committee about their proposal of Service Delivery.
- v. Willing to abide by the terms and conditions of NIT.
- vi. The Vendors must not be blacklisted or debarred by any Govt. at time of submission of bid and no work awarded to any such Vendor should have been terminated during last three years on the ground of unsatisfactory performance. Each Vendor is required to submit under taking in this regard.

B. Evaluation of Technical Bids:

The Technical bid would be evaluated on basis of methodology tabulation below:

	Technical Criteria	Maximum Marks
A	Organization Related (45 marks)*	
	A1 Year of In/Operation of the Bidder (15 marks)	
	(1) Less than 03 years	0
	(2) 03 years – less than 06 years	5
	(3) 06 years – less than 09 years	10
	(4) 09 years and more	15
	A2 Organization Status (15 marks)	
	(1) Proprietary firm/Partnership firm	5
	(2) Private Ltd Company	10
	(3) Public limited Company	15
	A3 Financial Status of the Company (15 marks)	
	Average annual turnover during last 3 years starting 2021-22.	
	(1) Less than 5 crore.	0
	(2) Rs 5.00 crore to less than Rs 7.5 crore	5
	(3) Rs 7.50 crore to less than Rs 10 crore	10
	(5) Rs 10 crore and more	15

	(3) Rs 7.50 crore to less than Rs 10 crore	10
	(5) Rs 10 crore and more	15
B	Nature of experience in Canteen facilities management at least one client in that segment with annual billing more than Rs 10 Lakh in any of the last 3 years (15 marks)*	
	(1) Experience in Private Sector	3
	(2) Experience in MNC's	6
	(3) Experience in Public Sector	9
	(4) Experience in any two of (1),(2) and (3) above	12
	(5) Experience in all the above	15
C	Technical Presentation/Demo (40 marks): The Presentation shall cover following aspects: Approach & Methodology, Organization Chart, and Monitoring with complete justification of how the services will be provided efficiently.	40

4. **Opening of Technical bid and meeting with Qualified Canteen operators:**
 - a. Technical Bid shall be opened **as per date and time mentioned in fact sheet**. Absence of a Vendor or, representative shall not invalidate the result. However, it is advised that Vendor/representative duly authorized by vendor may attend the meeting upon their qualification.
 - b. Only the Qualified Canteen operators **will** attend meeting with the Canteen Tender Committee and understand the scope of services.
 - c. They will physically inspect the premises in a guided tour.
 - d. Thereafter, at the designated space and time, the Vendor will give a presentation as to how it would manage the Services and what would be the quality, quantity and rates of food items.
 - e. The presentation will be given marks by the Committee. These marks will remain confidential
 - f. A technically qualified Vendor, who does not attend the physical meeting, or, fails to take the guided Tour, or does not make presentation, will be disqualified from further submission of financial bid.
5. **Second Stage: Financial Bid**
 - a. All Technically qualified vendors who have given presentation will submit their financial bid **on date and time mentioned in fact sheet**.
 - b. Financial bid will be based on **maximum discount on prepared** meals to the Office compared to its rate at other centers, preferably at government centers (Minimum 10%). The discount will be computed excluding cost of beverages, Ice creams, Sweets, etc. procured from third parties, on which the cost **levied** to office will be equal to cost of procurement, plus maximum handling cost of 10%.
6. **Award of bid:**
 - a. The Vendor who achieved highest Value in the final evaluation will be awarded Bid.

- b. The final evaluation will give 60 percentage weightages to Marks in technical bid and 40 percentage weightages to financial bid. (Based on the given Quality cum cost-based selection (QCBS formula).
- G. The Bihar Legislative Assembly reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Prospective bidders are advised to regularly scan through website as corrigendum/amendments etc., if any, will be notified on these websites only and separate press advertisement will not be made for this.

7. SCOPE OF WORK:

The successful Vendor is required to operate and maintain the subsidized Canteen in Bihar Legislative Assembly Secretariat and extended counters/Pantry in Bihar Legislative Assembly Secretariat on contractual basis for a period of Two Years which may be extended further period on satisfactory performance. The Canteen has to serve healthy, nourishing and fresh food to Employees, offices and Visitors. The Canteen has to function as per FSSAI standards and hence the Vendor operating the canteen will necessarily be FSSAI certified. The Canteen premises shall be provided free of charge, furniture and other assets shall be provided free of charge; running water shall be provided free of charge; electricity shall be provided free of charge.

The Bihar Legislative Assembly Secretariat is free to obtain tea/snacks/meals, etc. from outside vendors, as per requirement and is not bound to procure services/goods of vendor on administrative exigency.

Charges: Menu and charges will be decided as per mutual consultation between the Vendor and the Canteen Committee on a 6 monthly basis. The initial menu and price determination shall be based on the presentation given by the Vendor during the NIT exercise. The Canteen committee may adopt, or, request the vendor for modification in items and rates. The Canteen Committee may require the Vendor to modify certain items/rates to suit the permissible expense by Bihar Legislative Assembly Secretariat for snacks/ High Tea/ meal, etc.

8. RESPONSIBILITY MATRIX: The Responsibility matrix in the RFP is as under:

Sr No	Activity	Action By	Evaluation By	Approval by	Supervision by
1	NIT/RFP	BLAS			
2	Technical Bid	Vendor	BLAS		
3	Presentation	Vendor	BLAS	BLAS	
4	Financial Bid	Vendor	BLAS		
5	Result of tender	BLAS	BLAS	BLAS	
6	Canteen menu and Charges	Vendor	BLAS	BLAS	
7	Canteen operations	Vendor			BLAS
8	Housekeeping	Vendor			
9	Running potable water	BLAS			
10	Electricity charges	BLAS			

9. FEES:

No fee is payable by any parties for provision of such services.

All statutory compliances of GST, EPF, ESIC, FSSAI, etc. will be done by Vendor for employees engaged by it.

10. COMMENCEMENT, DURATION, MODIFICATION

10.1 Commencement: The date of commencement of Canteen with handing over of the premises will be notified later.

10.2 Duration: Canteen shall function from **09:30 AM to 06:00 PM** on all working days and on special request from any office/employees during Saturdays and holidays. Canteen may extend its pantry/base kitchen working hours upon request of officers (BLAS and above) in consideration of contingency of late-night work/ time barring work/ enforcement action/ any special needs. It is clarified that all statutory compliances with respect to overtime working of Canteen shall be responsibility of Vendor.

10.3. Modification: Modification, if any, to the NIT terms and conditions, shall be with the approval of Bihar Legislative Assembly Secretariat.

11. THE REPRESENTATIONS, WARRANTIES, RESPONSIBILITIES

a. The participating Vendor represent and warrants to the Bihar Legislative Assembly Secretariat that

Power, Capacity and Authority

It has full power, capacity and authority to execute, deliver and perform the tasks/projects in this RFP and it has taken all necessary action (corporate, statutory or otherwise) to execute, deliver, perform and authority the execution, delivery and performance of any agreement pursuant to its selection in this RFP and that it is fully empowered to enter into and execute consequential agreements, as well as perform all its obligations hereunder: -

b. On execution of the agreement and during the time is in force, the participating Vendor agrees that it shall be responsible to and shall carry out assignment accordance with highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment and ensure that the staff assigned to perform the services under this contract will conduct themselves in a manner consistent herewith and shall also do the following:-

c. Shall take out, carry and maintain insurance as applicable to protect the premises of Bihar Legislative Assembly Secretariat from accidental fire hazards, etc.

d. The participating vendor represents that none of its Directors, Officers and Employees are in close/blood relations with any Bihar Legislative Assembly Secretariat, Patna employees/officers. In case of such relationship arising in future during the course of this agreement, the participating Vendor shall immediately inform Bihar Legislative Assembly Secretariat, Patna and seek instructions as to future course to eliminate any conflict of interest.

12. GENERAL CONDITIONS

a. Law governing the Contract

The governing Law of Contract shall be substantive Law of India.

b. Indemnifying Bihar Legislative Assembly Secretariat by the participating Vendor upon its selection

The participating Vendor upon its selection shall indemnify Bihar Legislative Assembly Secretariat, Patna against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the Vendor Agency and its staff in execution of or in connection the services provided under this agreement and against any loss or damage to Bihar Legislative Assembly Secretariat,

Patna in consequence to any action or suit being brought against the Vendor Agency for anything done or committed to be done in the course of the execution of this agreement including losses/damages liable or claimed for infringement of Intellectual Property Rights of any third party. The Vendor will abide by the job safety measures prevalent in India and will free Bihar Legislative Assembly Secretariat, Patna from all the demands or responsibilities arising from accidents or loss of life of the cause of which is the Vendor negligence. The Vendor will pay all indemnities arising from such incidents without any extra cost to Bihar Legislative Assembly Secretariat, Patna and will not hold Bihar Legislative Assembly Secretariat, Patna responsible or obligated. Bihar Legislative Assembly Secretariat, Patna may at its discretion and entirely at the cost of the Vendor defend such suit either jointly with the Vendor Agency or singly in case the latter chooses not to defend the case. This obligation will survive the termination of the contract for six months.

c. Indemnification of the Vendor by Bihar Legislative Assembly Secretariat, Patna:

The Vendor shall take necessary Insurance for any eventualities. They shall not set up any claim on the act of God/nature.

Bihar Legislative Assembly Secretariat, Patna undertakes no responsibility of any life, health, accident, travel and other insurance which may be necessary or desirable for the personnel of Vendor and its contract employees associated with vendor for the performance neither of service nor for any family of any person.

d. Relationship between parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between Bihar Legislative Assembly Secretariat, Patna and the Vendor. The Vendor subject to this contract shall have complete charge of personnel performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder.

e. Vendor shall notify Bihar Legislative Assembly Secretariat, Patna of any material change in their status and their shareholdings or that any guarantor of the Vendor particular where such change would have an impact on the performance of obligation under this agreement.

13. Obligation of Vendor Agency/Strategic Partner

a. Performance

13.1.1. The Vendor shall perform the tasks/services as per work order in accordance with the generally accepted professional standards & practices, sound management principles, and employ appropriate technology safe and effective equipment.

13.1.2 The Vendor is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, if any.

13.1.3 The Vendor shall hold Bihar Legislative Assembly Secretariat, Patna interest paramount, without any consideration for future work and avoid conflict with other assignments or their own corporate interests.

b. The Vendor shall not assign this contract or sub-contract or any portion of it, specified domain experts, who shall work-under the overall control and supervision of Vendor Agency.

c. The Vendor shall pay the taxes, duties, fees, levies and other impositions including minimum wages, EPF, ESIC, Labour laws, FSSAI, etc. levied under the applicable law and Bihar Legislative Assembly Secretariat, Patna shall perform such duties in this regard to the reimbursement / deduction of such tax as may be lawfully imposed.

14. Insurance by the Vendor Agency/Strategic Partner

During the performance of services hereunder, the Vendor shall take out, carry and maintain insurance as applicable from those listed below:

Insurance against fire, theft, damages and loss of all property owned by the Strategic Partner/Vendor Agency at the project site, if any.

15. Performance Security (PSD)

The successful Vendor shall deposit a one-time PSD of Rs. 1.0 Lakhs, interest free, against provision of premises and assets of the Bihar Legislative Assembly Secretariat. This will be returned subject to terms and conditions of this NIT, including the returning of assets given to vendor, in sufficiently good shape, subject to normal wear and tear. During the entire duration, including extended periods, the responsibility of upkeep/ maintenance/ performance, etc. of the assets will of the Vendor. The PSD shall be in force till 3 months beyond the date of closure of contract.

A list of assets will be provided after the Award of Bid to Suitable Vendor.

16. Obligation of Bihar Legislative Assembly Secretariat, Patna

Assistance and Exemption

Bihar Legislative Assembly Secretariat, Patna shall provide the Vendor personnel with work permits and such other documents as shall be necessary to enable the Vendor and Personnel to perform the work.

Services, Facilities and property of Bihar Legislative Assembly Secretariat, Patna

Bihar Legislative Assembly Secretariat, Patna shall make its premises/assigned premises and workspace for the Vendor free of charge, or, at the stipulated charges. Bihar Legislative Assembly Secretariat, Patna shall bear the running expenditure of electricity, water and maintenance of its campus and infrastructure. However, Bihar Legislative Assembly Secretariat, Patna shall not provide computer/printer/stationary etc. for the office setup and establishment of Vendor Agency. The list of assets provided by Bihar Legislative Assembly Secretariat will be provided in due course of time. For ease of communication, Bihar Legislative Assembly Secretariat, Patna may provide an internal communication telephone line to Vendor without any charges.

17. Confidentiality

Vendor agrees that all knowledge and information not within the public domain which may be acquired during the carrying out of this contract shall be for all time and for all purpose regarded as strictly confidential and shall not be directly and indirectly disclosed to any person without the written permission of Bihar Legislative Assembly Secretariat, Patna.

18. Mode of payment & submission of bills :

Customers: Vendor shall charge the customers and directly obtain payment through QR code mobile banking/ Cash and maintain a record for the same. It will also include hospitality to Guest House guests, before they check-out.

Office: When the Vendor is servicing an Office, for official meetings, etc. it will raise monthly invoice. While raising such Bills/Invoices, care will be taken to reduce any advance/payments, return, etc.

Special occasion: In case the Vendor is assigned to service snacks/High tea/ Lunch on special occasions, payment will be made accordingly as per office order.

19. Liability of the Vendor

The Vendor shall be liable to Bihar Legislative Assembly Secretariat, Patna for the performance of the services in accordance with provisions of this contract and for any loss suffered by Bihar Legislative Assembly Secretariat, Patna as a result of a default of the Vendor, then liability of Vendor Agency shall be as per actual, subject to the following.

(a) If Vendor engages some sub-agents to perform the contract, then Vendor will be liable for the act or omission or neglect such action and

(b)The Vendor shall not be liable for any loss or damage caused by or arising out of circumstances over which he has no control but not caused due to negligence or misconduct by or on behalf of the Vendor Agency.

20. Guidelines for PPT presentation (40 marks):

The Vendor shall prepare a PPT presentation and give a presentation (maximum for 10 minutes) **as per date and time mentioned in fact sheet** on the following indicative points:

- a. Introduction about its organization, current offices, FSSAI certificate and any other quality certificates
- b. Work experience till date
- c. Menu it offers at its other centers and it can offer in Bihar Vidhan Sabha canteen with general discounted rate chart (PDF copy of Menu and rate chart can be supplied to the Evaluation Committee)
- d. Base kitchen and Canteen operations:
 - a. Manpower under various categories
 - b. How will it ensure quality of Raw material utilized (FSSAI certified packaged materials having valid life span, i.e. not expired items)
 - c. How will it ensure prompt service in Kitchen during Breakfast; during Lunch; during dinner
 - d. How will it ensure prompt service to Offices on multiple floors; what will be the expected time of delivery upon orders for Tea/ snacks/ High tea
 - e. How will it service special events/ meetings where outside officers are invited
 - f. Uniform and cleanliness proposals
 - g. Time of operations
- e. Extended Pantry Counter Operations (Dry Pantry) :
 - a) Where does it plan to place extended pantry in _____
 - b) What items will be readily available in Pantry
 - c) Which items will be necessarily sourced from base kitchen
- f. Expectation from Bihar Legislative Assembly Secretariat
- g. Financial capacity to operate and maintain the Canteen

21. Submission of Financial Bid:

Financial Bid shall be submitted along with technical bid. The Financial Bids shall be opened in the presence of Vendors on **date and time mentioned in fact sheet**. Absence of vendor or its representative will not invalidate the Bid opening process.

21.1. Financial Bid:

Financial Bid will be as follows-

Name of Vendor:

Date of presentation:

Percentage discount on prepared meals offered on office, Hon'ble Dignitaries and Employees Bills (min 10%):

in figures: _____ % (in words.....%))

21.2. QCBS formula: 60 Percentage weightage will be given to quality parameters from presentation and 40 percent weightage will be given to Cost parameters from Financial Bid.

Highest marks in presentation will be considered best = Q

Highest discount on office bills as per financial bid will be considered best = C

The QCBS evaluation will be as follows:

Marks (vendor) = $100 * [(0.6 * VQ/Q) + (0.4 * VC/C)]$

The Vendor who scores the highest will be declared successful.

E.g.: Suppose 4 vendors participate in Presentation and also participate in financial Bid in the following manner:

Item	Vendor A	Vendor B	Vendor C	Vendor D	Best
Marks (Quality Parameter)	60 (AQ)	70(BQ)	65 (CQ)	75 (DQ)	75 (Q)
% Discount in Financial bid (Cost parameter)	6 (AC)	5 (BC)	8 (CC)	4 (DC)	8 (C)
QCBS Score as per formula	78	81	92	80	92
Result			Successful		

The Bid will be awarded to Vendor C in this example.

22. Termination

a. By Bihar Legislative Assembly Secretariat, Patna

Bihar Legislative Assembly Secretariat, Patna may, without any prejudice to any other remedy for breach of agreement, by not less than 30 days written notice of termination to the Vendor, terminate this agreement in whole or in part if,

- The Vendor fails to provide any or all of the services within the period (s) specified in the agreement or within any extension thereof granted by Bihar Legislative Assembly Secretariat, Patna in pursuant to the condition of agreement or fails to remedy a failure in performance of his obligations hereunder within such period as Bihar Legislative Assembly Secretariat, Patna may have approved.
- The Vendor become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- The Vendor submits to Bihar Legislative Assembly Secretariat, Patna a statement which has a material effect on the rights, obligations, or interests of Bihar Legislative Assembly Secretariat, Patna and which the Vendor knows to be false.
- If the Vendor, in the judgment of Bihar Legislative Assembly Secretariat, Patna has engaged in corrupt or fraudulent practices in executing the agreement.
- Bihar Legislative Assembly Secretariat, Patna, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

b. By the Vendor

Strategic Partner may, by not less than 30 days written notice sent to Bihar Legislative Assembly Secretariat, Patna, terminate this agreement if,

Bihar Legislative Assembly Secretariat, Patna is in material breach of its obligations pursuant to this contract and has not remedied the same within THIRTY (30) days.

23. Payment upon termination

In the event of termination Vendor shall be paid for the services rendered for carrying out the assignment up to the date of termination, by the respective users.

24. Force Majeure

Except as herein after provided no party hereto shall be liable for failure to perform any of its obligations under this agreement where such failure was due to reasons beyond such party's control such as Acts of God, acts of third parties laws, regulations or other

acts of civil or military authorities, fire, flood, epidemic restrictions, riots, delays in transportation and inability due to causes beyond such party's control to obtain necessary labour materials or manufacturing facilities or strikes, lockout or other concerted actions of the workman or any other circumstances of whatsoever nature beyond the control of either party provided that the party claiming the force majeure has affected its performance shall give notice to other party immediately but not later than 15 days after becoming aware of the first occurrence of force majeure giving full particulars of the case or events and the date of first occurrence thereof.

Notwithstanding the foregoing however if performance required by this agreement be delayed or prevented for more than 3 months either party may terminate this agreement by giving notice either before or after expiration of such 3 months of its intention to terminate to the party.

25. Quality Assurance

The Selected Vendor shall ensure quality of Food, including raw material, and its services, as mandated under FSSAI. Its personnel should be hygienically dressed and well groomed and be presentable at all times. While serving food, they should wear adequate gear to prevent hair fall and soiling of food.

26. Settlement of Disputes

The parties shall use their best efforts to settle amicably all dispute arising out of or in connection with this contract or the interpretation thereof. Any Dispute arising which cannot be amicably settled between the parties shall be referred for arbitration in accordance with Arbitration & Conciliation Act 1996.

27. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed or when sent by registered mail, telegram or facsimile to such party to the following address: -

For Bihar Legislative Assembly Secretariat

Bihar Legislative Assembly Secretariat, Patna,
Pin Code-800015

Vendor:

28. Bidders are requested to submit their offer along with duly filled in technical and financial-bid in attached Performa in **Annexure A**

29. Vendor will sign and submit Integrity pact as per **Annexure B**

30. Signing of Contract

The successful Vendor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract.

Encl.: Annx. A-B.

Sd/-

Bihar Legislative Assembly Secretariat, Patna

Annexure A

1.

(On the letter head of VENDOR)

To,

The Secretary

Bihar Legislative Assembly Secretariat, Patna

Sub: NIT No. _____ for the work RFP for Selection of Canteen Service Provider for Hon'ble Dignitaries and Employees in Bihar Legislative Assembly Secretariat, Patna-800015.

Dear Sir,

It is hereby declared that the _____ (VENDOR) is committed to follow the principle of transparency, equity and competitiveness in public procurement. It is further declared that the _____ (VENDOR) is not blacklisted or debarred by any Government at time of submission of bid and no work awarded to _____. (VENDOR) has been terminated during last three years on the ground of unsatisfactory performance. That vendor fulfils technical criteria of this Bid. Its FSSAI license number is valid as on date and shall remain valid throughout the duration of this Contract. The necessary technical documents are enclosed as follows:

- i. **Proof regarding experience:** Canteen/Restaurant operator having experience of at least three year in operating and managing Canteen in Government offices, preferably in Bihar.
- ii. **Proof regarding FSSAI:** Should have a valid FSSAI license
- iii. **Proof of EMD:** Willing to deposit refundable EMD of Rs. 25000/- .
- iv. **Declaration: YES/NO** Willing to take part in Two stage bidding which will also involve giving presentation to the Committee about their proposal of Service Delivery.
- v. **Declaration: YES/NO** Willing to abide by the terms and conditions of NIT.
- vi. **Declaration: YES/NO** The Vendors must not be blacklisted or debarred by any Govt. at time of submission of bid and no work awarded to any such Vendor should have been terminated during last three years on the ground of unsatisfactory performance. Each Vendor is required to submit under taking in this regard.
- vii. **Copy of NIT with signature and seal of vendor on all pages:** This will serve as evidence that all terms and conditions have been read and understood by the Vendor
- viii. **Annexure B: Integrity Pact** to be signed and submitted by Vendor. The space for details of IT department can be left blank.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the _____ (VENDOR) .

Bid Security undertaking: That the competent authority of _____ (VENDOR) undertakes to compensate an amount of Rs. 25000/- to Bihar Legislative Assembly Secretariat,

Patna, in case after initial participation in the ongoing NIT RFP process, the _____ (VENDOR) withdraws itself from the ongoing RFP/NIT and fails to participate/respond to the process of RFP, or, fails to sign Contract pursuant to RFP award to the VENDOR, without any reasonable cause. The amount of EMD of Rs. 25000/- shall become payable in such situation within 30 days of successful award of RFP by Bihar Legislative Assembly Secretariat, Patna.

That I shall maintain a local office in Patna/that my local office exists at the following address:

(address)

I understand that my submissions along with PPT presentation will form an integral part of Tender documents. I also understand that the decision of Bihar Legislative Assembly Secretariat, Patna shall be final in this regard and in case of any dispute.

Yours faithfully,

(in case of representative)
Authorized Signatory of VENDOR
Seal
Date:

Signature with Seal of Bidder Complete address:

Contact number:

Email ID:

Alternate contact details:

2. TECHNICAL BID : For Canteen services in BLAS.

1	Name of Tendering Company/Firm/ Selected Tenderers	
2	Name of owner/ Partners/Directors	
3	Full Particulars of Office	
	(A) Address	
	(B) Telephone No.	
	(C) Fax No.	
	(D) E-mail Address	
4	Registration Details :-	
	(A) PAN/ GIR No.	
	(B) Service Tax Registration No.	
	(C) E.P.F. Registration No.	
	(D) E.S.I. Registration No.	
5	Details of Earnest Money Deposit	
	(A) Amount (Rs.)	
	(B) D.D. /P.O. No. and Date	
	(C) Drawn on Bank	
	(D) Valid upto	

The above format may be used to provide requisite details for the last three financial years.

- (i) Audited Balance Sheet
- (II) Audited Income / Expenditure Statement
- (III) Audited Profit and Loss Account Statement
- (V) Audited Report Statement

Sig. of tenderer with seal

Date:

Name:

Place:

Seal:

3. FINANCIAL BID : For Canteen Services in BLA

Name of Tenderer: _____

S. No.	Items	Rate Of Items	Discount (in %)	Net Rate
A.				
B.				
C.				
D.				
E.				
F.				

Sig. of tenderer with
Seal

*The above rates are inclusive of all taxes, levies including ESI contribution EPF etc. but excluding only service tax.

Annexure B

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of the(VENDOR).

INTEGRITY AGREEMENT

This Integrity Agreement is made at.....on this day of

BETWEEN

Bihar Legislative Assembly Secretariat, represented through, the Bihar Legislative Assembly Secretariat, Patna (Hereinafter referred as the Bihar Legislative Assembly Secretariat, Patna, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

Through.. (Name and Address of the VENDOR)
..... (Details of duly authorized signatory)

(Hereinafter referred to as the "VENDOR" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS Bihar Legislative Assembly Secretariat, Patna has floated the Tender (NIT No.) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for RFP of appointment of VENDOR **Selection of Canteen Service Provider for Hon'ble Dignitaries and Employees in Bihar Legislative Assembly Secretariat, Patna-800015** hereinafter referred to as the "Contract".

AND WHEREAS Bihar Legislative Assembly Secretariat, Patna values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of Bihar Legislative Assembly Secretariat, Patna

- (1) Bihar Legislative Assembly Secretariat, Patna commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of Bihar Legislative Assembly Secretariat, Patna, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) Bihar Legislative Assembly Secretariat, Patna will, during the Tender process, treat all Bidder(s) with equity and reason. Bihar Legislative Assembly Secretariat, Patna will, in particular, before and during the Tender process, provide to all VENDOR(s) the same information and will not provide to any VENDOR(s) confidential / additional information through which the VENDOR(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) Bihar Legislative Assembly Secretariat, Patna shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If Bihar Legislative Assembly Secretariat, Patna obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the VENDOR will inform the Chief Vigilance Officer of Bihar Legislative Assembly Secretariat, Patna and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the VENDOR(s)

- (1) It is required that each VENDOR (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to Bihar Legislative Assembly Secretariat, Patna all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) VENDOR commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The VENDOR will not, directly or through any other person or firm, offer, promise or give to any of **Bihar Legislative Assembly Secretariat, Patna** employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The VENDOR will not enter with other VENDOR(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The VENDOR will not commit any offence under the relevant IPC/PC Act. Further the VENDOR(s) will not use improperly, (for the purpose of competition or personal

- gain), or pass on to others, any information or documents provided by Bihar Legislative Assembly Secretariat, Patna as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The VENDOR will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The VENDOR will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - (4) The VENDOR will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of Bihar Legislative Assembly Secretariat, Patna's interests.
 - (5) The VENDOR will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to Bihar Legislative Assembly Secretariat, Patna under law or the Contract or its established policies and laid down procedures, Bihar Legislative Assembly Secretariat, Patna.

Bihar Legislative Assembly Secretariat, Patna shall have the following rights in case of breach of this Integrity Pact by Bihar Legislative Assembly Secretariat, Patna and VENDOR accepts and undertakes to respect and uphold Bihar Legislative Assembly Secretariat, Patna's absolute right:

- (1) If the VENDOR either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, Bihar Legislative Assembly Secretariat, Patna after giving 14 days' notice to the contractor shall have powers to disqualify VENDOR from the Tender process or terminate/determine the Contract, if already executed or exclude the VENDOR from future contract award processes.

The imposition and duration of the exclusion will be determined by the severity of transgression and determined by Bihar Legislative Assembly Secretariat, Patna. Such exclusion may be forever or for a limited period as decided by Bihar Legislative Assembly Secretariat, Patna.

- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If after initial participation in the RFP bid process, the VENDOR fails to respond to query/letter of award to Bihar Legislative Assembly Secretariat, Patna within 30 days of issue of letter of award, the EMD amount shall be forfeited by Bihar Legislative Assembly Secretariat, Patna and the VENDOR shall be liable to pay the amount in terms of its undertaking given on letter head in Annexure A.

It is required that the VENDOR/Strategic Partner obtains specified Performance Guarantee/Security Deposit (PSD) from the Vendor Agency on behalf of Bihar Legislative Assembly Secretariat, Patna. Such PSD shall be liable to be forfeited upon unsatisfactory performance/ non-performance/ non-adherence to the terms and conditions of this NIT for RFP and/or the letter of award. The payment for the first month of operations can be made from Bihar Legislative Assembly Secretariat, Patna only when the PSU intimates that the Vendor agency has made necessary compliance of PSD with it.

- (3) Criminal Liability: If Bihar Legislative Assembly Secretariat, Patna obtains knowledge of conduct of a VENDOR, or of an employee or a representative or an associate of VENDOR which constitutes corruption within the meaning of IPC Act, or if Bihar Legislative Assembly Secretariat, Patna has substantive suspicion in this regard, Bihar Legislative Assembly Secretariat, Patna will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (1) The VENDOR declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the VENDOR makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the VENDOR as deemed fit by the Principal/ Owner.
- (3) If the VENDOR can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the VENDOR may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- (1) The VENDOR undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The VENDOR shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- (2) Bihar Legislative Assembly Secretariat, Patna will enter into Pacts on identical terms as this one with all VENDOR.
- (3) Bihar Legislative Assembly Secretariat, Patna will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 24 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority.

Article 7- Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of Bihar Legislative Assembly Secretariat, Patna, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Bihar Legislative Assembly Secretariat, Patna)

(For and on behalf of VENDOR) WITNESSES:

1. _____
(signature, name and address)

2. _____
(signature, name and address) Place:

Dated :