

REQUEST FOR PROPOSAL (RFP)

**Empanelment of vendors for providing Mess Management
Services at Group Centers**

Tender No: Mess/Excise/2023/01

Dated: 17/03/2023

Bihar State Beverage Corporation Limited (BSBCL), Bihar

1. Introduction

- 1.1 Bihar State Beverage Corporation Limited (BSBCL) invites bids from eligible agencies for providing mess management services at Group Centers (approximately 7 in number) of the Department of Prohibition, Excise and Registration, Bihar.
- 1.2 All proposals submitted in response to the RFP document must be accompanied by an EMD of Rs 2,00,000 (Rupees Two lakhs Only) in the form of Bank Guarantee in **Bihar State Beverages Co.Ltd, , East Gandhi Maidan, Account Number – 3041002100033416, IFSC Code- PUNB0304100, Branch Name – Punjab National Bank, East Gandhi Maidan, payable at Patna**. Bids submitted without adequate EMD will be liable for rejection.
- 1.3 The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

2 Schedule of Bid Process

SL#	Information	Details
1.	RFP No. and Date of availability	Mess/Excise/2023/01, Available for download from 17 Mar 2023, 6:00 PM onwards till 31 Mar 2023, 4:00 PM
2.	Last date for submission of written queries for clarifications	20 Mar 2023, 5:00 pm Email: excise-bih@nic.in
3.	Date of pre-bid conference	21 Mar 2023, 4:00 pm at Conference Room, BSBCL of Prohibition, Excise and Registration, Vikash Bhawan, New Secretariat, Patna – 800 015
4.	Release of response to clarifications	23 Mar 2023, 5:00 PM
5.	Last date of submission of bid	31 Mar 2023, 4:00 PM
6.	Opening of Technical Bids	31 Mar 2023, 4:30 PM
7.	Opening of Financial Bids	To be intimated
8.	Contact person for queries	Shri Shailendra Nath Deputy Secretary, Prohibition, Excise and Registration Department, Government of Bihar E-mail: excise-bih@nic.in

3. Scope of work

1. The bidder shall provide mess management services for the various Group Centres of the Department of Prohibition, Excise and Registration, Bihar. This work primarily includes mess and value-added services.
2. The contract will be initially for a period of one year (01) which may be extended on year-to-year basis on the same terms & conditions by the BSBCL depending on satisfactory performance of the vendor.
3. At present there are seven (07) Group centres in the state with approximately total capacity of 1250 officials/constables. The number is indicative and it may increase or decrease as per the requirement of BSBCL or its nominated agency. Details are mentioned below:-

District	Group Center No.	Approx. Capacity
Patna Sadar (Kumhrar)	Group Center 1	180
Paliganj	Group Center 2	125
Muzafaarpur(Chhata Chowk)	Group Center 3	320
Muzafaarpur (L.S.College)	Group Center 4	200
Bhagalpur	Group Center 5	125
Saharsa	Group Center 6	150
Gaya	Group Center 7	150
Total		1250

4. The bidder has an option to provide mess services for a single Group Centre or multiple Group Centers as per their capacity. However, BSBCL reserves the right to award contract to the separate or multiple bidders as per the requirement at the Group Centers.
5. The specified premises for operation of mess services shall be used only for the purpose of operation of catering services, namely breakfast, snacks, lunch, and dinner for the Officials/Constables, guests of the BSBCL and for no other purpose/business.
6. The bidder shall provide morning tea, breakfast, lunch, evening tea, two times tea and dinner. The detailed day wise menu is provided under Annexure II.
7. Vegetarian and Non-Vegetarian food must be cooked and served separately.
8. All items will be cooked in the kitchen of the premises. No cooked item, except some snacks identified beforehand, will be brought from outside.
9. The bidder shall provide adequate crockery, cutlery, tablecloth, mats etc. of superior quality in the kitchen and dining halls.
10. One Supervisor shall always be present during the breakfast, lunch, and dinner. It is desirable that the

same supervisor continues at least for 3 months. In case of any change, the concerned authority of the BSBCL should be informed.

11. On special occasions, the menu will be decided by the BSBCL Mess Committee before the actual event and the customized meal shall be provided at the same rate, without any additional cost.
12. The Bidder should have all the kitchen equipment such as Double Burner Stove, Cylinder, Vegetable Cutters, knives, Glasses, Breakfast plate, Lunch plates, Kadai, Frying pan, Spoons, Hot pots, casseroles etc.
13. The bidder is advised to visit and acquaint himself with the area and operational system present there. The costs of visiting shall be borne by the bidder. It shall be deemed that the bidder has undertaken a visit to the Group Centres and is aware of the operational conditions prior to submission of the bid documents.
14. All materials required by the bidder for preparation of food, raw materials purchased will have to conform to the known standards/brands and specifications as suggested by the Mess Committee of the BSBCL from time to time. The vendor will ensure no meat and vegetables, older than 3 days are used for cooking and should strictly adhere to FIFO (First In, First Out) for ingredients and raw materials management.
15. The bidder will adhere to safe working practices and will take all safety measures necessary for safety of his manpower deployed at the BSBCL. The bidder will remain responsible for the safety of his engaged persons. The caterer should provide all necessary safety instructions, personal protective safety equipment to the persons engaged by him as applicable and required.

16. Personal hygiene and quality maintenance

- a) The vendor shall ensure that cleaning of Kitchen equipment, food premises are done as per the cleaning schedule & cleaning program.
- b) The vendor will ensure that there is a pest control program available & pest control activities are carried out by trained and experienced personnel.
- c) The vendor will ensure that Food handlers are equipped with suitable clothes e.g. aprons, gloves, headgear, etc wherever necessary.
- d) The vendor will ensure that the eatable served by the bidder shall be of standard quality and completely hygienic. Raw materials including tea, coffee, oil and spices and eatables like bread, butter, jam should be of fresh quality.
- e) Weekly cleaning of kitchen should be ensured by vendor including of cleaning of trapped grease and oil in exhaust fans/ducts, cooking areas and wall corners.
- f) The vendor will be responsible for the cleaning of the kitchen and the dining area, including

the wash basins and the dustbins for maintaining proper hygiene. The vendor will also provide soap cake for the wash basin.

- g) The Contractor shall not make use of the premises for any illegal, immoral or unlawful purposes.
- h) The Contractor must have the appropriate licenses such as FSSAI, Food Safety license, Registration, Commercial Tax License and any other such Government license/permits mandated/required by the government and local authorities for operating the mess.
- i) The BSBCL shall not be principal employer to any dispute between the bidder and their staffs. If the BSBCL is still involved and incurs expenditure in any such legal proceedings, the BSBCL will recover the amount from the vendor.
- j) The vendor will take the responsibility for necessary waste segregation and be compliant with all the relevant government standards of waste management.
- k) The vendor will maintain substantial inventory of dustbin bags, cleaning equipment and chemicals for at least 2 cycles of deep cleaning and 2 weeks of daily cleaning.
- l) Cost of cooking gas shall be borne by the bidder.
- m) Security of licensed premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the bidder. Any damage or theft to the Institute infrastructure by the vendor or caused due to their negligence will be repaired or replaced at the bidder's cost.

17. Provision of equipment, cleanliness and staff in canteen

- a) The bidder will arrange all utensils (for cooking and serving), water cooler, water purifier and generator in canteen (kitchen and dining hall) on its own.
- b) The vendor will ensure preventive maintenance of equipment and machinery is carried out regularly.
- c) The Cook should have knowledge and experience of various cuisines including, North Indian, South Indian, Punjabi and Continental.
- d) The bidder shall have separate staff for a) food preparation, b) Catering/ services, c) Cleaning
- e) All staff should be on the payroll of the bidder with the provision of allowances, compensations, EPF, Bonus, gratuity, ESIC etc.
- f) The Bidder should ensure to comply with all the provisions of Labour Act / State / Central Govt. agreed procedures. The Bidder shall be solely responsible for compliance to provisions of

various labour and industrial laws and all statutory obligations such as minimum wages as per Central Govt. rules, allowances, compensations, EPF, Bonus, gratuity, ESIC, etc. relating to multi tasking staff provided to BSBCL. BSBCL shall have no liability in this regard.

g) The bidder shall take all reasonable precautions in order to prevent any unlawful conduct, riotous or disorderly conduct of acts of its employees. In case any of the personnel deployed by the bidder does not perform his or her duties properly or indulge in any unlawful, riotous or disorderly conduct, the bidder shall take suitable action against such personnel on the report of the authorized officers of the BSBCL in this respect.

h) The bidder should arrange to issue a laminated ID Card to each of the staff deployed at the BSBCL (as per design approved by the BSBCL), containing the photo of the deployed personnel along with other details such as Name, DOB, validity, type of engagement, name of the bidder, place of deployment, etc.

i) Bidder shall be required to provide Uniform of the approved colour to its staff at the time of initial registration at the cost of bidder every year.

j) The bidder shall ensure to get the Police verification for all the manpower deployed by them and the bidder should ensure that the manpower deputed should bear good moral character.

k) Desired level of cleanliness in the entire canteen, dining and kitchen area will be maintained and for this all materials/ instruments/ tools etc. will be provided by the bidder. The supervisor of the bidder will attend to complaints on an urgent basis, round the clock. A book shall be kept in the canteen for recording any complaint or suggestions from any user of the Institute and will be produced for inspection. Decision taken by the Competent Authority of the BSBCL shall be final in all these complaints/suggestions.

l) Provision of the following services and specialized staff shall be ensured:

i) Service boys to ensure upkeep of canteen, kitchen, counter/store etc. with provision for adequate manpower for prompt cleaning of the premises.

ii) Skilled, semi-skilled and unskilled staff whenever required.

iii) Provision of daily services –

a) Removal of waste materials from the dining area, kitchen, etc.

b) Filling water in water coolers etc. whenever provided.

m) All the manpower deployed must be well trained and in proper uniform. Cleanliness and punctuality is highly desired.

n) No person below 18 years of age will be employed by the bidder.

17. Provision of Food Outside the premises

It shall be noted that there may be instances when officials/constables will not take their meal at the Group Centers. In such case,

- i. The bidder shall provide adequate number of hot pots, casseroles to keep food warm/hot for hours when officers are away from the premises and will have their meal outside the Group Centers.
- ii. BSBCL may ask bidder to provide packed meal (lunch and/or dinner) as and when required as per the directions of the BSBCL or its nominated agency. The bidder shall have no right to ask/demand any compensation for such reasons. The food must be packed in a clean, hygienic and safe conditions as per the requirement of BSBCL or its nominated agency. All meals should be securely packed and sealed properly to avoid any leakage.

18. Emergency services

The bidder should be required to provide meals/snacks/tea etc at short notice and on emergency basis, therefore, the catering service shall be available 24*7 and the bidder shall work directly under the command and control of the Excise Superintendent or any officer/staff nominated by the Excise Commissioner.

4. Mess Operation:

Timing:

The details of daily schedule of the dining hall timing will be normally as given in the table below. The closing timings of the mess shall be flexible. The timings of the meals may vary depending upon the changes in the timetable and outdoor activities. Requirement of packed meals shall be also met as and when required.

Dining	Timing
Morning tea in room	5:30 am
Breakfast	7:30 am
Tea	11:30 am
Lunch	1:15 pm
Evening tea	5:15 pm
Dinner	8:30 pm

5. Payment Terms:

- The payment shall be made as per accepted rates on the monthly basis after submission of bills along with the service reports duly verified by the authorized representative of BSBCL. BSBCL will pay such invoices within 30 days of submission thereof.
- BSBCL/ any authorized person at all the time reserves the right to inspect the mess, kitchen, or any related process without any prior notice.
- No advance payment will be done.
- In case of any discrepancy (in terms of palatability of food, Partially cooked food, using substandard material, hygiene, etc) and in term of service rendered or any case of negligence, BSBCL reserves the right to impose the penalty @5%of annual contract value on each occasion subject to the maximum penalty of 10% of annual contract value.

6. Performance Bank Guarantee

The successful bidder is required to submit Performance Bank Guarantee (PBG) equivalent to 5% of the contract value defined in this RFP on or before signing of the subsequent contract typically within 15 days from the notification of LOI, unless specified to the contrary.

7. Penalty

S.No	Item	Penalty
1	Presence of unwanted items in the food (i.e.metal , plastic, insect, flies etc)	1% of the monthly charges per occasion
2	Use of stale/sploit/harmful ingredients e.g. rotten vegetables, infected grains etc	0.5% of the monthly charges per occasion
3	Improper waste/garbage disposal in kitchen area and its surroundings	INR 5000-10000 per occasion as per the case

8. Liquidated Damages

If the bidder fails to deliver or to perform the services within the time period(s) specified in the contract, the BSBCL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1% of the contract price for every

week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price. Once the maximum is reached, BSBCL may consider termination of the contract. Liquidated damages are applicable over and above all the penalties mentioned in RFP.

9. Indemnification

- a) The Bidder shall, at its own expense, defend and indemnify BSBCL against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents, or by any other third party resulting from or by any gross negligence and/or wilful default by or on behalf of the Bidder and against any and all claims by employees, workmen, contractors, sub- contractors, vendors, agent(s), employed, engaged, or otherwise working for the Bidder, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.
- b) The Bidder shall indemnify, protect and save BSBCL and hold BSBCL harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly from (i). a gross negligence and/or wilful default of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract (ii). breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder (iii). use of the deliverables and or services provided by the Bidder (iv). Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
- c) The Bidder shall further indemnify BSBCL against any proven loss or damage to BSBCL's premises or property, etc., due to the gross negligence and/or wilful default of the Bidder's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the Bidder.
- d) The Bidder shall further indemnify BSBCL against any proven loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on BSBCL for malfunctioning of the equipment at all points of time.

10. Dispute Resolution

- 1. The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
- 2. All settlement of disputes or differences whatsoever, arising between the parties out of or in connection

- to the construction, meaning and operation or effect of this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between BSBCL and the vendor's representative.
3. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:
- i. **Conciliation:** - All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be first settled by way of conciliation and failing which, by way of arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The dispute shall be first referred to the Development Commissioner for conciliation who shall conduct conciliation proceedings which will be held at Patna, Bihar.
 - ii. **Arbitration:** - In case the conciliation proceedings fail, the dispute shall be referred to the arbitration as per the Arbitration Act. All legal disputes will come under the sole jurisdiction of Patna, Bihar. The venue of the arbitration shall be Patna. The Arbitral award shall be final and binding on both the parties.
4. Work under the contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by BSBCL unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by BSBCL, to the vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

11. Fraud or Corrupt Practices

1. The Bidders shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI/WO and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFP, or LOI/WO or the Agreement, the BSBCL may reject a bid, withdraw the LOI/WO, debar the bidder for a period of one year from participating in the future projects of the BSBCL or terminate the Agreement, as the case may be without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or

restrictive practices. In such an event, the BSBCL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.

2. Without prejudice to the rights of BSBCL under Clause above and the rights and remedies which the BSBCL may have under the LOI or the Agreement, if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI/WO or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by BSBCL during a period of <1(one)year> from the date such Bidder, is found by BSBCL to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
3. For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:
 - a) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project;
 - b) “fraudulent practice” means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c) “coercive practice” means impairing or harming or threatening to impairer harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;
 - d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by BSBCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection process.

12. Termination & Blacklisting:

12.1 The BSBCL may terminate this Agreement and Blacklist/Debar the vendor, in case of occurrence of any of the events specified below. In the event of such an occurrence, BSBCL may give not less than 30 days written notice of termination to the vendor.

- a) If the vendor is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 days.
- b) If the vendor becomes insolvent or goes into compulsory liquidation
- c) If the vendor, in the judgement of BSBCL, has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- d) If the vendor submits to BSBCL a false statement which has material effect on the rights, obligations, or interests of the BSBCL.
- e) If the vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the BSBCL.
- f) If the vendor fails to provide Quality services as envisaged under this Agreement.
- g) Serious discrepancy and delay in delivery of services or the performance levels agreed upon, which might have an impact on the functioning of the Mess services.
- h) Failure of the vendor mobilize manpower, follow local laws, clumsy execution of work, and total disregard to public safety and its own employees.
- i) Failure to abide by any lawful directions of the BSBCL.

Note: - Blacklisting/Debarment of the vendor shall be natural consequence of the termination. The Blacklisting/Debarment shall be for such a period as may be specified by the BSBCL provided that before placing the vendor in the blacklist, with or without the termination of the contract, the BSBCL shall issue a notice given 15 days of time to the vendor.

12.2 Penalties: - The BSBCL may impose a suitable penalty of the vendor of the failure of such activities as mentioned above. Such penalties shall be deducted from the pending bills/bank guarantee of the vendor. However, the BSBCL shall issue a notice given 15 days of time to the vendor before imposing such penalty.

12.3 Termination Payments:- These payments shall mean the amount of payment by either party to the other party upon termination. Upon termination of the contract, BSBCL may encash and appropriate the performance security/bank guarantee etc. The BSBCL may clear outstanding dues of the second party out of

such encashment and/or from the pending bills of the second party. After clearing such liabilities, any valid dues of the second party may be paid thereafter.

12.4 Blacklisting without termination: - The BSBCL may blacklist the vendor without terminating the contract for any of the failures or acts of commissions or omissions under this Agreement

12.5 Foreclosure with Mutual consent: -

1. Without prejudices to any provisions of this agreement, BSBCL and the vendor may foreclose this agreement by mutual consent in circumstances which does not constitute either party's default without any liability or consequential future liability for either party.

2. Should a Party intend to foreclose this Agreement by mutual consent, the intending Party shall issue a notice to the other Party and upon issuance of such notice, the other Party may within 15 days from receipt of such notice either agree to such foreclosure or raise objection(s) to the same by intimating either of the two possible positions to the intending Party in writing.

3. In either case of the other Party agreeing to the proposed foreclosure or otherwise, the Parties may negotiate the proposed foreclosure and sign a Supplementary Agreement for foreclosure to the main Contract Agreement within 30 (thirty) days of the date agreeing by both Parties. Foreclosure shall not come into effect unless and otherwise Supplementary Agreement is signed.

4. Any attempt or endeavour for foreclosure by mutual agreement shall be without prejudice to the rights and obligations of the Parties herein and the factum of such an attempt or exercise shall not stop either of the Parties from discharging their contractual obligations under this Agreement.

5. For the avoidance of doubt, it is clarified that such foreclosure will be without prejudice to the Vendor and shall not affect the Vendor in any way if it wishes to bid in future projects of the BSBCL.

12.6 Transition and Exit Plan:

The vendor shall ensure that the transition is smooth in case the contract is terminated or foreclosed with mutual consent. In addition to the cancellation of contract, BSBCL reserves the right to charge appropriate penalties and liquidated damages from the selected bidder. Further: -

1. All risks during transition stage shall be properly documented to ensure smooth transition without any service disruption.

2. The transition plan along with the period shall be mutually agreed between vendor and BSBCL when the situation occurs. Vendor shall be released from the project once successful transition is done meeting the parameters defined for the successful transition.

13. Instructions to the Bidders

13.1 General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the BSBCL on the basis of this RFP.
- b) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the BSBCL. Any notification of preferred bidder status by the BSBCL shall not give rise to any enforceable rights by the Bidder. The BSBCL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the BSBCL. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

13.2 Compliant Proposals/Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
- c) Include all documentation specified in this RFP;
- d) Follow the format of this RFP and respond to each element in the order as set out in this RFP;
- e) Comply with all requirements as set out within this RFP.

14. Key Requirements of the Bid

14.1 Right to Terminate the Process

- a) BSBCL may terminate the RFP process at any time and without assigning any reason. BSBCL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by the BSBCL. The bidder's participation in this process may result the BSBCL selecting the bidder to engage towards execution of the contract.

14.2 RFP Document Fees

RFP document can be downloaded from the website www.eproc2.bihar.gov.in after paying tender fee of Rs. 5000/-and processing fee of Rs. 590 /. The fees will have to be paid through online on the above mentioned website. Proposals received without or with inadequate RFP Document fees shall be rejected.

14.3 Earnest Money Deposit (EMD)

- a) Bidders shall submit, along with their Bids, EMD of INR 2,00,000(Two lakhs only) in favor of in **Bihar State Beverages Co.Ltd, , East Gandhi Maidan, Account Number – 3041002100033416, IFSC Code- PUNB0304100, Branch Name – Punjab National Bank, East Gandhi Maidan, payable at Patna** the form of Bank Guarantee issued by any Scheduled bank.
- b) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- c) Micro, small and start up agencies registered for doing similar work are exempted from the payment of EMD, as per Government policy, subject to submission of valid registration certificate with the bid.
- d) The EMD may be forfeited:
 - (i) If a bidder withdraws its bid during the period of bid validity.
 - (ii) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

14.4 Submission of Proposals

- a)The bidders should submit their responses as per the format given in this RFP in the following manner: (i)

Technical Proposal (ii) Commercial Proposal.

- b) Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
- c) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- d) The bids shall be uploaded through <http://eproc2.bihar.gov.in> as per the instructions available on the website.

14.5 Preparation and Submission of Proposal

14.5.1 Proposal Preparation Costs

- a) The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the BSBCL to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
- b) BSBCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

14.5.2 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

14.5.3 Tender Opening

- a) The Proposals submitted up to due date and time will be opened at a date to be notified by a committee authorized by the BSBCL, in the presence of such of those Bidders or their representatives who may be present at the time of opening.
- b) The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

14.5.4 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

14.5.5 Tender Evaluation for responsiveness

- a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals:
 - i) Are not submitted in as specified in the RFP document
 - ii) Are found with suppression of details
 - iii) With incomplete information, subjective, conditional offers and partial offers submitted
 - iv) Submitted without the documents requested in the checklist
 - v) Have non-compliance of any of the clauses stipulated in the RFP
 - vi) With lesser validity period
- b) All responsive Bids will be considered for further processing. The BSBCL will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

15. Criteria for Evaluation

- a) Technical evaluation: The Bidder shall be examined prima facie to substantiate the compliance with the Bidder's eligibility criteria as set out for this project in terms of organizational, financial and technical experience etc. The bid will be rejected, in case it does not meet the Eligibility criteria.
- b) Proposal may be rejected at any stage of the evaluation if it is found that the company has provided misleading information or has been black listed by a central or any state government or has indulged in any malpractice/ unethical practice and has not honored contractual obligation elsewhere;
- c) After the technical evaluation is completed and approved, BSBCL shall inform the Bidders who have submitted proposals, the detailed compliance of their Technical Proposals, and shall notify those Bidders whose Proposals did not meet the minimum technical criterion or were considered non-responsive to the RFP, that their Financial Proposals will be returned unopened after completing the evaluation process. BSBCL shall simultaneously notify in writing to the Bidders that have complied

with the Technical Criterion specified in the RFP the date, time and location for opening the Financial Proposals.

d) Please note that no conditional bid will be entertained.

15.1 Pre-Qualification Criteria

S No	Requirement	Criteria	Documents Required
1	Legal Entity	The Bidder should be a sole proprietor, partnership, company, registered under the Indian Companies Act 1956. Consortium is allowed to participate in the bid.	Certificate of Incorporation/Proprietorship Certificate /Partnership Certificate/ Consortium Deed GST Registration certificate
2	The bidder's average annual financial gross turnover in catering services in the last three financial years, i.e., 2019-20 to 2021-22 (duly certified by the CA) should not be less than Rs. 1.00 crore.	Annual turnover of INR 1 crore or more	Audited financial statement and a certificate from Statutory Auditor confirming the same
3	Net worth	The Net Worth of the responding firm must be positive.	Last 3 years (ending on 31.03.2022) audited financial statement and a certificate from Statutory Auditor confirming the same
4	Not indicted/blacklisted by Court/Govt	Bidders should not have been blacklisted by any	Self -Declaration

		government.	
5	Sub-contracting	Sub-contracting is not allowed.	Self-Declaration from the bidder
6	ISO certification	Bidder must provide valid ISO certification	ISO-22000:2005 or ISO 9001: 2015 Certification

*** If a bidder is start-up or micro or small enterprises, the Turnover and Experience criteria shall be relaxed subject to meeting of quality expectations. Further, the bidder shall be required to submit relevant certificate or recognition for start-ups or micro or small enterprise during technical bid submission.**

15.2 Technical Evaluation Criteria

The evaluation of the technical bid will be based on the following evaluation criteria. The passing mark shall be 70.

S No	Evaluation Criteria	Documents Required	Marks	Max Marks
1	The bidder must have an experience of minimum 3 years in a business of catering and running mess/canteen.	Completion Certificate must be provided for minimum five projects	03-05 years = 25 Marks 05-07 years = 30 Marks More than 7 years = 35 Marks	35

2	Must have successfully completed annual catering services of minimum 1 crore in any government BSBCLs/ PSUs, State/ Central Government owned institutions/Reputed private organizations.	Last 7 years audited financial statement and certificate from Statutory Auditor confirming the same	More than or equal to INR 1 Crore and less than or equal to INR 2 Crore = 25 Marks More than INR 2 Crore and less than or equal to INR 5 Crore = 30 Marks More than 5 crore = 35 Marks	35
3	The bidder should provide registered and valid FSSAI license in the similar line of business covered in this tender.	FSSAI License	FSSAI license	10
4	The bidder should have successfully executed at least three projects of similar nature for any Government (State/Central) body / PSUs.	Work Order/Completion Certificate	3-5 Projects- 10 Marks Or More than 5 Projects – 20 Marks	20

15.3 General Evaluation Elaboration

An evaluation committee so constituted by the BSBCL will evaluate the bids as per the following pattern:

- Conditional bids shall be summarily rejected.
- Evaluation committee will examine the bids to determine whether they are complete, whether any

computational errors have been made, and whether the bids are generally in order.

- c) Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- d) The Tenderer is expected to submit all documents along with General Bid for General Evaluation, in case document is not provided or provided but not a valid document, then the same parameter shall not be considered for marking for the specific Bidder. It is the Bidder's responsibility that all documents pertaining to every parameter of "General Evaluation Elaboration" needs to be submitted and tagged/referenced to the evaluation parameter.
- e) The Tenderer may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- f) Further, the scope of the evaluation committee also covers taking of any decision with regard to the RFP, execution/ implementation of the project including management period.

15.4 Financial Bid Evaluation

- a) The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- c) The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- d) Any conditional bid would be rejected.
- e) Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".
- f) If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- g) The Total Bid Price, as computed by the Purchaser shall be used for the purpose of commercial evaluation of bids.

15.5 Award Criteria

The Contract shall be awarded to the bidder who fulfills the eligibility criteria and has quoted lowest

amount in the financial proposal.

15.6 Right to Accept Any Proposal and to Reject Any or All Proposal(s)

The BSBCL reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the BSBCL action.

15.7 Contract Finalization and Award

The BSBCL shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing.

15.8 Signing of Contract

After the BSBCL notifies the successful bidder that its proposal has been accepted, the BSBCL shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between the BSBCL and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template.

15.9 Failure to Agree with the Terms and Conditions of the RFP

- a) Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the BSBCL may award the contract to the next best value bidder or call for new proposals from the interested bidders.
- b) In such a case, BSBCL shall invoke the PBG of the most responsive bidder.

16. Annexure

Annexure I: TECHNICAL BID TEMPLATES

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Technical Evaluation Criteria.

Technical Proposal shall comprise of following forms:

Forms to be used in Technical Proposal:

Form 1: Undertaking on Total Responsibility

Form 2: Particulars of the Bidder

Form 3: Bank Guarantee for Earnest Money Deposit

Form 4: Self Declaration on Blacklisting

Form 5: Details of Experience

Form 6: Letter of Proposal

Annexure II: Permissible brands list

Annexure III: Indicative menu

Annexure IV: FINANCIAL PROPOSAL TEMPLATE

Forms to be used in Commercial Proposal

Form 1: Financial Proposal

Form 2: Performance Bank Guarantee

Form 1: Undertaking on Total Responsibility

No. Date:

To:

Dear Sir,

Sub: Self certificate regarding Total Responsibility

This is to certify that we undertake total responsibility for providing mess services to the BSBCL of Prohibition, Excise and Registration as per the requirements of the RFP.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organisation)

Name :

Designation :

Date :

Time :

Seal :

Business Address:

Form 2: Particulars of the Bidder

Details of the Bidder (Company)		
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Status of the Company (Public Ltd/Pvt. Ltd)	
4.	Details of Incorporation of the Company	
7.	Valid GST no.	
8.	Permanent Account Number(PAN)	
9.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
10.	Telephone No. (with STD Code)	
11.	E-Mail of the contact person:	
12	Fax no (with STD code)	

Form 3: Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Whereas <Name of the bidder> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP #<RFP Number> dated<Date> for <Name of the assignment> (hereinafter called "the Bid") to the BSBCL

We <> having our office at <Address>(hereinafter called "the Bank") are bound unto the BSBCL (hereinafter called "the Purchaser") in the sum of Rs. <Amount in figures>(Rupees<Amount in words> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <Date>
The conditions of this obligation are:

- If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
- If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
- Withdraws his participation from the bid during the period of validity of bid document; or
- Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

FORM 4: SELF-DECLARATION ABOUT NON-BLACK-LISTING

Declaration

(On the Letterhead of the Bidder and to be submitted/ uploaded online)

Date : _____

To,

Assistant Commissioner, Excise
Prohibition, Excise and Registration BSBCL,
Patna, Bihar

Subject: Tender for “Selection of Vendor for providing Mess Management Services”,
Tender No: Mess/Excise/2023/01

Sir,

In response to tender under reference, I/ We hereby declare that presently our firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central/ State Govt. BSBCL, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

We further declare that presently our firm is also not blacklisted/ debarred and not declared ineligible for any reason other than corrupt & fraudulent practices by any Central/ State Govt. BSBCL, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our performance security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Yours faithfully,
(Name & signature with stamp of the bidder)

FORM 5: DETAILS OF EXPERIENCE

Details of experience in similar projects

(To be prepared on letterhead of the Bidder, scanned & uploaded on Eproc2 portal)

S.No.	Description of work	Name of the Client	Project Value of work	Period of work	Available at which page of the bid document
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Name

Designation/ Title of the Authorized

Signatory.....Dated/2023

Form 6: Letter of Proposal

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Subject: Submission of the technical bid for the

Sir,

We, the undersigned, offer to provide Mess Management/Catering services to BSBCL on <Name of the Mess as a service> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <90> days as stipulated in the RFP document.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

Location: _____ Date: _____

ANNEXURE II : Mess Menu

The menu for breakfast, lunch, dinner and tea and snack is as follows. The mess menu is indicative only. The vendor has to prepare the menu as per the requirements of the mess committee.

Day	Breakfast	Lunch		Dinner
		Vegetarian	Non-Vegetarian	
Sunday	Idli/Dosa, Sambhar, Coconut chutney, 250 ml toned milk, Dry fruits- almonds/cashewnuts (4-5 piece) or walnut (01 piece)	Steam rice, Chapati, Shahi Paneer, Seasonal Vegetables, Chutney, Salad, Roasted Papad, Fruit, Custard	Steam rice, Chapati, Chicken, Chutney, Salad, Roasted Papad, Fruit,	Steam rice, Chapati, Seasonal Vegetable, Dal, Salad
Monday	Daliya, Sprouted nuts and moong 250 ml toned milk Veg- Seasonal fruit, Non-veg- 1 Boiled egg Dry fruits- almonds/cashewnuts (4-5 piece) or walnut (01 piece)	Steam rice, Chapati, Salad, Seasonal fruit, Chutney, Raita/curd, Palak Paneer, Seasonal vegetable	Steam rice, Chapati, Chicken Curry, Chutney, Raita/Curd, Salad, ,Seasonal Fruit,	Steam rice, Chapati, Dal, Salad, Seasonal vegetable, suji kheer
Tuesday	Chole bhature/Puri, sabji, sprouted nuts and moong, seasonal fruit, 250 ml toned milk, Dry fruits- almonds/cashewnuts (4-5 piece) or walnut (01 piece)	Steam rice, Chapati, Kadhi Pakora, Chutney, Salad, Roasted papad, seasonal fruit, rice kheer	Steam rice, Chapati, Kadhi Pakora, Chutney, Salad, Roasted papad, seasonal fruit, rice kheer	Steam rice, Chapati, Dal, Salad, Seasonal vegetable
Wednesday	Chapati -2, Curd Veg- Seasonal fruit, Non-veg- 1 Boiled egg 250 ml toned milk ,Dry fruits- almonds/cashewnuts (4-5 piece) or walnut (01 piece)	Steam rice, Chapati, Chutney, Salad, Roasted Papad, Seasonal fruit, Raita/Curd, Dal, Paneer Chilly, Dry sabji	Steam rice, Chapati, Chicken Curry, Chutney, Raita/Curd, Salad, ,Seasonal Fruit,	Steam rice, Chapati, Dal, Salad, Seasonal vegetable, Vermicelli kheer

Thursday	Poha, Chutney, 250 ml toned milk, Veg- Seasonal fruit Non-Veg – 1 Boiled egg Dry fruits- almonds/cashewnuts (4-5 piece) or walnut (01 piece)	Steam rice, Chapati, Rajma, Seasonal vegetable, Chutney, Salad, Roasted papad, Seasonal fruit, Custard	Steam rice, Chapati, Rajma, Seasonal vegetable, Chutney, Salad, Roasted papad, Seasonal fruit, Custard	Steam rice, Chapati, Dal, Seasonal vegetable, Salad
Friday	Aloo Paratha, Sprouted moong/nuts 250 ml toned milk, Seasonal fruit Dry fruits- almonds/cashewnuts (4-5 piece) or walnut (01 piece)	Steam rice, Chapati, Seasonal vegetable, Chutney, Salad, Roasted Papad, Seasonal fruit, Raita/Curd, Shahi Paneer, Dry Sabji	Steam rice, Chapati, Seasonal vegetable, Chutney, Salad, Roasted papad, Seasonal fruit, Raita/Curd, Egg curry – 2 piece	Steam rice, Chapati, Dal, Seasonal vegetable, Salad, Rice kheer
Saturday	Chapati – 03, Seasonal vegetable, Sprouted moong/nuts 250 ml toned milk, Veg-Seasonal fruit Non-veg – 1 Boiled egg Dry fruits- almonds/cashewnuts (4-5 piece) or walnut (01 piece)	Steam rice, Chapati, Chutney, Salad, Seasonal fruit, Raita/Curd, Dal, Masala Panner	Steam rice, Chapati, Chutney, Salad, Seasonal fruit, Raita/Curd, Chicken /Fish	Steam rice, Chapati, Dal, Seasonal vegetable, Sabudana kheer

ANNEXURE III: Financial Proposal

Form 1: Financial Proposal

S. No.	Description	Unit Rate (INR)	Taxes (INR)	Total Amount (INR)
1	Rate per meal per person per day			

Note:

- i. Any bids more than INR 45 (incl. tax) per meal per person per day as mentioned above shall not be considered.
- ii. Tea, snacks and other beverages, shall be complimentary and bidder shall not charge any additional cost to BSBCL.
- iii. The rate shall include all raw materials required for food preparation.
- iv. The financial proposal should not be part of the technical proposal. Financial Proposal shall be uploaded separately as per the instructions available on <http://eproc2.bihr.gov.in>
- v. No extra charges will be paid over and above the contract amount on account of any other charges (existing or future addition) or on any other account.
- vi. It shall be noted that the bidder has to enter the rates in the excel sheet uploaded in the eproc portal. In addition to said point, bidder shall enter the total cost (same as mentioned in excel sheet) under BOQ tab in eproc portal. However, the BSBCL shall consider the excel sheet for evaluating the financial rates.

Form 2: Performance Bank Guarantee

PERFORMANCE SECURITY:

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas, <name of the supplier and address>(hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to the BSBCL (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, **<Name of Bank>** a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office>have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs.<Insert Value>(Rupees <Insert Value in Words> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs.**<Insert Value>(Rupees<Insert Value in Words> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <Insert Date>)

Notwithstanding anything contained herein:

- Our liability under this bank guarantee shall not exceed **Rs.<Insert Value>(Rupees <Insert Value in Words> only).**
- This bank guarantee shall be valid up to <Insert Expiry Date>)

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

