



बिहार सरकार

Govt. of Bihar

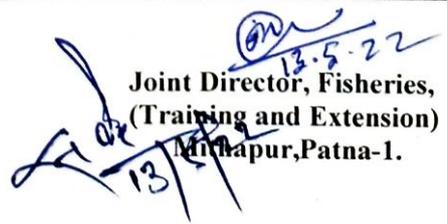
Animal & Fisheries Resources Department

**Request for Proposal for Selection of a contractor to provide canteen services at Fisheries Training and Extension Centre, Mithapur, Patna under Directorate of Fisheries, Government of Bihar**

No.:

1. Joint Directorate Fisheries, Training & Extension, Mithapur, Patna, Government of Bihar seeks a proposal from reputed contractors to provide canteen services at the Fisheries Training and Extension Centre, Krishi Farm, Mithapur, Patna.
2. The detailed terms and condition for qualification of the bidders, for submission of bids and selection of the contractor, services of the contractor etc are indicated in the Bid Documents, which can be downloaded from our website <https://state.bihar.gov.in/ahd/CitizenHome.html>
3. Interested and qualified agencies are requested to submit their proposal along with supporting documents and non-refundable tender fees of Rs.1000/- (Rs .One thousand only) and earnest money deposit of Rs.75000/- (Rupees Seventy Five Thousand Only) in the form of a demand draft in favour of " **Joint Director, Fisheries** " **on or before date 7<sup>th</sup> june 2022 by 4:30 P.M through registered post/ courier.** The applications are to be addressed to the office of "**Joint Director, Fisheries(Training and Extension), Fisheries Training and Extension Centre, Krishi Farm, Mithapur, Patna -800001**". Application should be submitted in prescribed format in sealed envelope and should be clearly labeled as "**Selection of contractor to provide canteen services at Fisheries Training and Extension Centre, Mithapur, Patna under Directorate of Fisheries, Government of Bihar**". Bidder's mobile No. and Email iD must be mentioned on the envelope.

Sl. No.	Activity	Date/Time/Details
1	Date, Place and Time of Pre Bid Meeting	Conference Hall, Fisheries Training and Extension centre, Krishi Farm, Mithapur, Patna on <b>3<sup>rd</sup> June 2022 at 3:30 PM.</b>
2	Publishing Pre Bid queries response	On Department Website
3	Cost of document	Rs. 1,000/- (Rupees One Thousand Only) through demand draft in favour of "Joint Director, Fisheries" payable at Patna
4	Date/Time for submission of offer/bid	<b>7<sup>th</sup> June 2022 up to 4:30 PM.</b>
5	Address for submission of Bid	<b>Joint Director, Fisheries (Training and Extension), Fisheries Training and Extension Centre, Krishi Farm, Mithapur, Patna -800001</b>
6	Submission of EMD	<b>Rs. 75,000/- (Rupees Seventy Five Thousand only) through Demand Draft in favour of " Joint Director Fisheries"(Training and Extension) payable at Patna to be submitted along with bid documents</b>
7	Place, Date and time of opening technical bid	<b>Conference Hall, Fisheries Training and Extension centre, Krishi Farm, Mithapur, Patna on 8<sup>th</sup> June 2022 at 3:30 PM.</b>
8	Contact Person/Nodal Officer for queries	Joint Director Fisheries (Training and Extension), Fisheries Training and Extension centre, Krishi Farm, Mithapur, Patna – 800001, Mobile - 9473191528
9	Financial Bid opening date and time	Date to be announced later by competent authority

  
Joint Director, Fisheries,  
(Training and Extension)  
Mithapur, Patna-1.



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Govt. of Bihar

Animal & Fisheries Resources Department

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Dated:-

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Joint Director,  
Fisheries, (Training  
and Extension)  
Mithapur, Patna-1.

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**पशु एवं मत्स्य संसाधन**  
**ANIMAL & FISHERIES RESOURCES DEPARTMENT**

Directorate of Fisheries, Govt. of Bihar Patna  
Fisheries Training and Extension Centre, Mithapur, Patna -800001  
Website: -<https://state.bihar.gov.in/ahd/CitizenHome.html>

**Request for Proposal for Selection of a contractor to provide canteen services at  
Fisheries Training and Extension Centre, Krishi Farm, Mithapur, Patna-1**

24

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Request for Proposal (RFP)

**Selection of a contractor to provide canteen services at Fisheries Training and Extension Centre Mithapur, Patna-I**

TABLE OF CONTENTS

S.No.	Particulars	Page No.
1	Notice Inviting Tender	1
2	Important Dates	4
3	Definitions	4
4	Eligibility Criteria	5
5	Procedure to Obtain Documents	5
6	Instructions for submission of Bid Document	5
7	Selection Process	6
8	Important Points	7
9	Terms & Conditions & Scope of Work of Contractor	8-11
10	Obligation of Department	11
11	Termination of Contract	11
12	Duration of the contract	11
13	Other Conditions of the Contract	11-13
14	Formats	14-16
15	Menu for the tender	17

2

24

(24)

**Request for Proposal (RFP)**

**Selection of a contractor to provide canteen services at Fisheries Training and Extension Centre Mithapur, Patna-1**

**TABLE OF CONTENTS**

S.No.	Particulars	Page No.
1	Notice Inviting Tender	1
2	Important Dates	4
3	Definitions	4
4	Eligibility Criteria	5
5	Procedure to Obtain Documents	5
6	Instructions for submission of Bid Document	5
7	Selection Process	6
8	Important Points	7
9	Terms & Conditions & Scope of Work of Contractor	8-11
10	Obligation of Department	11
11	Termination of Contract	11
12	Duration of the contract	11
13	Other Conditions of the Contract	11-13
14	Formats	14-16
15	Menu for the tender	17

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Schedule of activities-

Sl. No.	Activity	Date/Time/Details
1	Download date of Tender Documents	From ..... To ..... ( <a href="https://state.bihar.gov.in/ahd/CitizenHome.html">https://state.bihar.gov.in/ahd/CitizenHome.html</a> )
2	Date, Place and Time of Pre Bid Meeting	In the office of ..... on ..... pm of .....
3	Publishing Pre Bid queries response	Latest by .....
4	Cost of document	Rs. 1,000/- (Rupees One Thousand Only) through demand draft in favour of "Joint Director, Fisheries" payable at Patna
5	Date/Time for submission of offer/bid	..... up to ..... Hrs
6	Address for submission of Bid	<b>Joint Director, Fisheries (Training and Extension), Fisheries Training and Extension Centre, Krishi Farm, Mithapur, Patna -800001</b>
7	Submission of EMD	Rs. 75,000/- (Rupees Seventy Five Thousand only) through Demand Draft in favour of "Joint Director Fisheries" Training and Extension payable at Patna to be submitted along with bid documents
8	Date and time of opening technical bid	..... at ..... Hrs
9	Contact Person/Nodal Officer for queries	.....
10	Financial Bid opening date and time	Date to be announced later by the competent authority

I. DEFINITION

Unless repugnant to the subject or context of usage, the following expressions used shall carry the meaning hereunder respectively assigned to them, namely:

- The expression "Owner" and/or "Department" occurring in the tender document shall mean Directorate of Fisheries, Government of Bihar.
- The expression "Bidder" shall mean the Tenderer, who submits the quotation for the work and shall include the successor and permitted assigns of the Tenderer.
- The expression "Contractor" shall mean the Tenderer, who submits the tender for the work and selected by the Department for the performance of the subject work and shall include the successor and permitted assigns of the contractor
- "Work" and "Scope of work" shall mean the totality of the work/services and supplies of food and other materials as mentioned as annexure III by expression or implication envisaged in the contract and shall include all materials, equipment and labour required for commencement, performance, provision or completion thereof
- "DoF" shall mean Directorate of Fisheries, Government of Bihar
- "Contract" shall mean the contract for the work and shall include the tender document, the specification, general or special conditions of contract of NIT, the letter of acceptance and the acceptable rates/bill of quantities in price bid etc.
- "Training" shall mean training programme, including academic/scientific training programme or events, seminars, workshops, conference; which are being conducted or allowed to be conducted by the DOF from time to time on residential or non-residential basis.




32

233

- (h) "Meals" shall include all input from the dining hall/kitchen, including tea, breakfast, lunch, dinner tea-snacks etc., including those served by the contractor under special arrangements on various occasions.
- (i) "Competent Authority" shall mean the Tender Committee headed by Director, Fisheries, Patna, Bihar for the conduct of the defined work and smooth running of the Canteen.
- (j) "Designated Person" would mean Joint Director, Fisheries (Training and Extension)
- (h) "Joint Director" would be read as Joint Director Fisheries (Training and Extension).

## 2. Eligibility Criteria for Selection/Empanelment of Contractor/Firm

Following conditions must be fulfilled and relevant documents to be attached for evaluation of agency / bidder :-

- a) Registration of firm- Agency/Proprietorship/Ownership as contractor for running Canteen/Restaurant/ Mess.
- b) Proof of Registration of GST.
- c) Proof of ESI registration, if any.
- d) Proof of EPF registration, if any.
- e) Proof of Labour license, and
- f) Proof of catering service & food license.
- g) Audited A/c statement for the last three year (2018-19 to 2020-21). Average Annual Turnover for the last three years should not be less than Rs.10 Lacs per year.
- h) Proof of work experience: minimum experience should not be less than 05 (Five) years ending on 31.03.2021 for running Canteen/ restaurant / mess in a Govt. Department or reputed institution like State Govt. institutes/ Central Government organizations like IITs / NITs / IIMs etc. Documentary evidence in support of all the above is essentially required.

## 3. Procedure for obtaining Bid documents

- i. The bid document for the selection of contractor for providing canteen services at Training and Extension Centre under DOF situated at Mithapur, Patna and can be downloaded from website <https://state.bihar.gov.in/ahd/CitizenHome.html>. The bidder shall deposit the cost of bid document along with submission of the other requisite documents, failing which the bid shall not be considered. The cost of bid documents is Rs. 1,000/- (One thousand) only non-refundable, which shall be deposited in the form of demand draft (in favor of "Joint Director Fisheries", Training and Extension, Mithapur, Patna payable at Patna) and submitted in the envelope, which will also contain Earnest Money Deposit (EMD). The bidders are advised not to make any corrections, additions, alterations in the downloaded bid documents. In case, any corrections, addition, alterations are made in the downloaded bid documents: such bid shall be summarily rejected.
- ii. The Earnest Money shall be deposited in the form of demand draft (in favour of "Joint Director Fisheries," Training and Extension, Mithapur, Patna payable at Patna) for an amount of Rs. 75,000/- (Rupees Seventy Five Thousand only). The EMD for all the unsuccessful bidders shall be returned without accruing any interest thereon after the contractor is appointed by DOF. No exemption from depositing the EMD shall be allowed to any participating bidder/firm. EMD of successful bidder shall be kept as 'Security Deposit' and shall be released only after the contract is withdrawn.
- iii. Request for Clarifications/ Suggestions may be sent to the Joint Director, Fisheries (Training and Extension)

Shri Gouri Shankar on mail ID - fisheriesmithapur2@gmail.com

(51) (239)

#### 4. Instructions for submission of Bid Documents

The bids shall be invited in two Bid systems: Technical Bid and Financial

**Bid. A. Technical Bid:** It should consists of following-

- I. All the documentary evidence in support of all the eligibility criteria as mentioned in Clause 2.
- II. The company/firm or official/s engaged in this project has never been under any type of disciplinary/ vigilance proceeding. They would also undertake that their firm/ organization have never been blacklisted by any authority. Any material change in the present position of the firm would be intimated to DOF, Bihar immediately.

#### B. Financial Bid:

All the participants will be required to quote their rate separately for Breakfast, Lunch, Dinner and Snacks & Tea/day as given in Annexure-I in Indian Rupees and as per Menu attached (subject to minor changes). For evaluation purpose, rates per head per day would be considered. The quoted rates should clearly mention whether it is inclusive or exclusive of applicable taxes. It may be noted that Financial Bid of only those contractors shall be opened, who score over all 60% or more in their technical bid evaluation.

#### C. Instructions for submission of Technical & Financial bids:

##### i. Envelope-1:

It should contain two envelopes: One small envelope containing DD towards cost of tender documents as well as EMD. The envelop should be written on top as "Tender Cost + EMD". The 2<sup>nd</sup> envelop shall contain all material, documents as stated above. The bid document downloaded from website (<https://state.bihar.gov.in/ahd/CitizenHome.html>) shall be duly signed on each page by the bidder and should be enclosed along with. This envelope shall also contain duly filled in check-list as per the format given in Annexure II at the end of the document. The envelope should be written on top as "Documents for Technical Bid". Both these envelops should be placed in a cover envelope which should be written on top as "Envelop-1: Technical Bid". In case of non-deposit of cost of tender document and EMD, the technical bid of the firm shall not be evaluated and the firm shall be kept out of consideration in further bid process.

##### ii. Envelope-2:

Financial bid as per the format enclosed in the Annexure-I should be packed in a separate envelope signed & sealed and written on top as "Envelop-2: Financial Bid". Financial bid of only that firm shall be opened, who qualify in the technical bid.

##### iii. Envelope-3:

This will contain Envelope-1 and Envelope-2 and shall be signed & sealed. This envelope should be super scribed with the name of the work, and Tender Number delivered to the Joint Director, Fisheries (Training and Extension), Fisheries Training and Extension Centre, Krishi Farm, Mithapur, Patna -800001 by regd. Post/speed post/ courier to reach within prescribed time of submission.

#### 5. Selection Process

- a. The Contractor/Firms will be selected on the basis of LCS (Lowest Cost Based Selection).



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30

936

The Technical bid shall be evaluated as below for 100 marks:

**A. Technical bid:**

Sr No.	Subhead	Max Marks	Marks obtained	Remarks
1	i. Having at least three year of experience of running the Canteen/Mess in Recognized Institutes of central & State Govt. institutes or organization.	30		
	ii. 10 marks for each year experience (maximum 40)	10		
2	i. Average annual Turnover of contractor/firm	30		
	a) 10 Lacs - 20 Lacs	40		
	b) 20 Lacs - 30 Lacs	50		
	c) 30 Lacs - 50 Lacs	60		
	d) More than 50 Lacs			
<b>Total =</b>		<b>100</b>		

**Note:**  
 Pass marks in technical bid evaluation will be over all 60 %  
 The opening of Financial Bid of only that contractor/firm shall be considered, who scores 60% i.e. 60 marks or more in their technical bid evaluation (Ts) as evaluated and the decision in this regard shall be final and binding.

**B. Financial bid:** Before opening of financial bids of the successful bidders in the technical evaluation, their marks obtained in technical evaluation shall be made public before them or their authorized representatives.

**6. Important Points**

**a) Disqualification**

Tender Committee may disqualify bids on account of, but not limited to the following reasons:

- If received after the last date and time announced.
- If the bidder disregards any of the terms & conditions of the bid and/or leaves any ambiguity in calculation of the quotation.
- If the participants attempts to influence the department.
- Receipt of Conditional bids.

The decision of the Department in matter of disqualification shall be final and binding and no further correspondence shall be entertained from the disqualified bidders thereafter.

**b) Termination of the bid**

Against all expectation entertained by DoF, if none of the participating firms could be declared by the Department as the winner of the bid, the bidding will be regarded as terminated. DoF reserves right to accept or reject any/ all bidders without assigning any reason (s) thereof.

c) **Award of work**

The work of canteen services will be awarded as per the L1 method for the technically qualified bidders. If the quote of 2 agencies is found the same, tender would be awarded to the agency scored higher in technical evaluation.

d) **Settlement of Disputes**

The decision of the Department shall be final & binding on participating firms. In the event of any dispute related to the judging procedure, the settlement will be done by sole arbitration of the Director Fisheries, Bihar.

e) **Additional Information:**

The Director Fisheries, Bihar shall have the right vested to him for the following

- i) Postpone and/ or extend the date of receipt of or to withdraw the bidding notice without assigning any reason thereof. In such an event, concerned firm shall not be entitled to any compensation in any form, whatsoever.
- ii) Cancel the bidding process and reject all or any of the proposals and will not be bound to accept lowest or any proposal or to give any reasons for the decision with the permission of Director Fisheries, Patna, Bihar.
- iii) In case, the last date for submission & opening of tenders is declared as a public holiday, the next official working day shall be deemed as last date of submission and opening of proposals without any change in time indicated. No separate notice to this effect shall be issued.

7. **Terms & Conditions and scope of work of contractor i. Terms and Conditions-**

- a) The contractor will not allow or permit his employees to participate in any trade union activities or agitation in the premises of the owner/Dep.
- b) All personnel/employees/workmen employed by the Contractor shall be adults with good health and sound mind. The personnel/employees/workmen of the Contractor shall be liable to security search by the Security Staff/Agencies deployed by DOF.
- c) The Contractor shall appoint fully qualified competent and skillful workers in their services, supervisors and employees/workmen at their own cost to ensure that the services rendered by them and the responsibility and obligations undertaken by them are carried out to the satisfaction of the DOF and food must be fresh & hygienic. The Contractor as an employer of its employees/workmen shall have exclusive right to appoint, substitute, suspend and terminate the services of any of their employees / workmen to fulfill their obligations under this agreement with enough reasons for doing so, with approval of Joint Director of Fisheries.
- d) The employees/workmen employed by the Contractor shall always be under the direct and exclusive control and supervision of the Contractor and the Contractor may transfer its employees / workmen and in accordance with their needs, provided in consultation of Joint Director Fisheries. Adequate and necessary number of employees/workmen is deployed by the Contractor for fulfillment of their contractual obligations under this proposal. It shall be the sole responsibility of the Contractor to ensure that employees/workmen, deployed by him, fulfill the obligations undertaken by the Contractor under this agreement and the Contractor shall provide such employees/workmen at his own cost, with such equipment and other paraphernalia as may be considered necessary.



98

234

- e) Any theft or damage caused due to negligence of the contractor or employees of the contractor shall be borne by the contractor. Appropriate amount of penalty after due consideration and hearing will be imposed by Joint Director, Fisheries (Training and Extension).
- f) All personnel and their bags and baggage deployed with the contractor shall be liable for physical check both at the time of entry and exit of the campus. The department may introduce a system of Bio Metric/ RFID attendance/GIS checking system, bar coding or any other technology solutions, which will be binding and applicable on all such personnel engaged by the contractor or agencies, rendering Canteen service.
- g) No items will be taken out of the Canteen without written permission of the designated person or representative nominated by Joint Director Fisheries, Training & Extension, Mithapur, Patna, Bihar.
- h) The contractor or his representative will not allow any unauthorized person including company officials to stay in the premises without written permission of the designated officer of the Canteen. If at any time or during surprise check it is found that persons staying in the guest house without written permission, the contractor will be directly responsible and financial penalty of Rs. 20000 per day will be imposed on the contractor for the damage and the same will be recorded in the complaints precedence register.
- i) Joint Director Fisheries, Training & Extension will not be responsible for any injury, accident, disability, or loss of life to the contractor or to any of its personnel that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the contractor. The contractor has to make his own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by them under their pay roll and submit a proof to this effect.
- j) Compliance of policy regulation viz., Payment of minimum wages act, employers liability act, contract labour (regulation & abolition) act, the workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, provident fund act, miscellaneous provision act and labour license of state and central government, as on the date in existence or revised/changes in the future, will be whole sole responsibility of the contractor. In this regard the contractor at all-time should indemnify DOF against all claims and will maintain necessary books, logs, register, verification, returns, receipts, computerized database etc., mandatory as per the law and as per the government rules and make its available for inspection/verification to the concerned government officer / labour enforcement officer/ regional provident fund commissioner, as and when required. Failure to comply such instructions will lead to imposition of fine by State/Government machinery and summary termination of contract and/or such other action as the deem fit. DOF may ask for a copy of all such compliances, statements, payments made to the statutory authorities etc, including registration number.
- k) The contractor will be exclusively responsible to meet and comply with all legal requirements with respect to food items prepared and supply by him in the Canteen, Joint Director, Fisheries (Training and Extension), Mithapur, Patna including with respect to raw material and ingredients incorporated therein, and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to preparation, storage, service and sale of food, including the provision of the Prevention of Food Adulteration Act, The Essential Commodities Act, The Weight & Measures Act and all rules, regulation and order framed there under, including safety and health of all consumers/residents under the said contract. The contractor should keep the owner indemnified from and against any claim of infection, food poisoning or illness.

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- arising from any bad, stale or defective food or materials provided as meals during the entire contract period.
- l) Expenses on external telephone used by the contractor and his men will be borne by the contractor.
  - m) Contractor to provide the essential items of the brand mentioned below, as per menu annexed as III:
    - Wheat Flour (Atta) - Aashirwad/Shakti Bhog/Patanjali
    - Ghee - Sudha/ Amul/ Patanjali/ Raj
    - Milk - DO
    - Cooking Oil - Fortune/Dhara/Saffola/Patanjali
    - Spices or Condiments (Masala) - Everest/MDH/Patanjali
    - Gram Flour (Besan) Fortune/Tata/Rajdhani
    - Tea - Tata
    - Biscuit - Britannia/Parle
    - Rice and Pulses of good Quality
    - Vegetable will be either fresh or frozen
  - n) Payment of mess bill shall be given on the basis of per meal and attendance of trainees.

**ii. Scope of work to be provided by the contractor**

- a) The Contractor/Firm has to provide Canteen facilities to the trainees of the department round the clock on all day of the year or the times slots decided by the competent authority.
- b) The contractor has to arrange himself all the provision items for cooking, cleaning materials, laborers, skilled and supervisory staff. The Canteen will be available for operation in as is where in condition, for maintaining it in upright, spic and span good condition.
- c) The number of composition of staff should be sufficient. Staff should be qualified and trained for Canteen and allied work. Full list of employees, viz., name, age, gender, educational qualifications, employee code, designation, experience in relevant field, PF, ESI code, local and permanent address etc. has to be submitted to the institute after allotment of the contract. Documents in support of ESI, EPF deductions, labour license, health and safety measures the contractors takes for his workers and should also be submitted to the institute.
- d) Services will be provided by presentable, neatly attired and well-mannered qualified and trained attendant/personnel as per their functional designation. The personnel deployed (preferred age group: 21-45 years) of certified character and antecedents be Indian national and must display name badges and Identity card signed by the agency/contractor and be conversant in speaking Hindi, English and local languages. The common uniform shall comprise generally dark colour trouser, light colour shirt, Blazers and Saree (as applicable) tie/bow, black shoes, white socks etc., and be provided by the contractor. The colour/ design of the dress/uniform can be discussed and shall be approved by the Joint Director Fisheries (Training & Extension)
- e) Maintenance and cleaning on regular basis of the entire Canteen, kitchen, glass window pane, ventilation blinds and all fixtures/furniture at the Canteens shall be the duty of contractor.
- f) The contractor at his own expense shall arrange all consumable and cleaning materials for cleaning t
- g) Toilet shall be cleaned daily and mopped up with ISI marked phenyl.
- h) Kitchen/Canteen service shall be rendered in hygienic condition by trained chefs, cooks, masalchi, cleaners etc., details of which may be indicated. The detailed scope and important guidelines for Catering Services can be decided time to time by the department if required.



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- i) The contractor shall ensure overall general maintenance, drainage, cleaning, garbage disposal (dry and wet garbage/plastic and non-plastic waste disposal etc., in an ecofriendly manner, using protective/closed bins), services and repairs (electrical, plumbing, HVAC etc.), breakdowns, emergency relief and help on urgency basis. To ensure that managers/ Supervisors are sufficiently trained and equipped with mobile phones.
  - j) The contractor should ensure to maintain adequate number of manpower to meet the contractual obligation. A proper record and register should be made and presented as a record and checking purpose of the Designated Officer.
  - k) Meals should be provided at rates/menu as annexure III to be fixed on per head basis for Lunch / Dinner, for vegetarian and non -vegetarian dishes for the trainees.
  - l) Kitchen items and utensils will be arranged by the contractor as per the requirement. Refilling of gas cylinder and repair maintenance of the items under contractor control like gas chullah, refrigerator, water cooler, water purifier, bread toaster, mixer/grinder and other housekeeping and electrical equipment etc., will be done and supplied by the contractor.
  - m) Sanitation in case of outbreak of epidemic or any such special circumstances will be the sole responsibility of the contractor.
  - n) The contractor will ensure optimal usage of electricity and will not use for their own purpose a refrigerator of more than 500 ltrs capacity with a minimum 3 star rating and other appliances to a limit of 500 Kwh.

**8. Obligation of the Fisheries Training & Extension Centre, Mithapur, Patna**

The Centre shall provide following inventory:

- a) Furniture for Canteen.
- b) Water Supply only kitchen place would be provided by the Centre.
- c) Electrical fittings, tube lights, bulbs, fans, etc., as aggregate level infrastructure to be provided one time only, thereafter should be replaced / repaired by the contractor at his own cost.
- d) Renovation as and when required.

**9. Termination of Contract**

- a) If the services and quality of food provided by the contractor are not found satisfactory they will be issued 15 days' notice for improvement by the Joint Director Fisheries (Training & Extension). If satisfactory improvement is not found even after this notice the Joint Director Fisheries (Training & Extension) terminate the contract. During the period of notice both parties shall continue to discharge their duties and obligation.
- b) In case the contractor is required to (or decide otherwise) to discontinue the contract, he/she should give at least three months' notice to Joint Director Fisheries (Training & Extension) and shall remain essentially working for the said period of notice, till alternate arrangements are made.
- c) In case or situation, beyond the control of either party, the contract may be terminated with mutual consent by giving one month notice.
- d) The department in any/either situation will not be under any obligation to pay compensation or make good the payment for the notice period, for which services are not rendered.
- e) In case of breach of any terms and condition attached to the contract, the Performance Security Deposit of the contractor will be liable to be forfeited, beside annulment of the contract or other lawful action that may be taken against the contractor.
- f) The contractor shall give vacant premises to the Joint Director Fisheries (Training & Extension) and return all the Equipment/fixtures and other items, facilities etc., once the contract period is over or terminated.

(232)

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## 10. Duration of the Contract

The contract duration would be for 11 months which could be further extended twice for 11 months based on the satisfactory performance of the contractor by the permission of Director Fisheries.

## 11. Other Point to be Considered

### a. Damages And Losses

All the equipment and the items at site stands at the risk and sole charge of the contractor who shall deliver in proper condition at the time of annual stock taking to be done by the Joint Director Fisheries (Training & Extension). Any shortfall shall be immediately made good by the contractor by replacement. If the same is not replaced within one month of stock taking, the amount shall be recovered from the dues/bills of the contractor. The contractor or his representative shall be present during the stock taking. If the contractor or his representative does not make them available, the stock taking shall be conducted in their absence, and which will be binding on them.

### b. Complaints

The contractor shall keep a suggestion box to be provided by Joint Director Fisheries (Training & Extension) to record any suggestion/complaints, on performance of services, by the trainees/employees and produce to Joint Director Fisheries (Training & Extension) or its representatives for perusal during their visit to ensure that prompt action has been taken on such complaints and measures taken to avoid their recurrence. The contractor shall attend to all the complaints and address as early as possible to the satisfaction of the Joint Director Fisheries (Training & Extension).

### c. Misbehavior Of Employees

The employees of the contractor shall maintain strict discipline and not use any violent, absence or offensive languages while inside the premises. Smoking and consuming alcohol inside the premises is strictly prohibited. In the case of misbehavior, Joint Director Fisheries (Training & Extension) has the right to terminate the contract. It will be mandatory for the conducting agency to brief their personnel in advance and apprise them of the conduct, expected for them, while working in an institution of national importance. Nothing prevents the Joint Director Fisheries (Training & Extension) to even advise the contractor about any such issue, or any erring personnel engaged by the contractor, which warrant urgent action, in the interest of work and its fact disposal. Any personnel deployed by the Contractor, refuses work or creates indiscipline would have to be immediately replaced with the consent of the designated person. Joint Director Fisheries (Training & Extension) reserves the right, to ask the Contractor to terminate the services of any of the Contractor's employees immediately on grounds of noncompliance of duties or if found guilty of misconduct. Joint Director Fisheries (Training & Extension) will in no way be held responsible or liable for any loss, caused by negligence or any other harmful action on the part of the employee of the Contractor.

### d. Breakage

All damages/breakage to the equipment/inventory in the charge of the contractor, if caused due to negligence of the contractor's employee, the cost or repair/replacement of the equipment will be borne by the contractor. Whether the damage/breakage has been caused due to negligence or normal wear and tear shall be heard and will be decided at sole discretion of Joint Director Fisheries (Training & Extension).

### e. Replacement

Replacement of articles which have been lost will be done after proper assessment by the competent authority and as per decision/mutual discussion and shall be borne by the contractor.



24

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f. **Penalty**

Deduction on account of unsatisfactory catering services and improper maintenance of Canteen & common places/facilities etc, will be made from the security money. The recovery will be decided by the Designated Officer, Canteen. The methodology for deduction will be as under:

- a) In case on non-performance and poor service by the Contractor, Joint Director Fisheries may, at its discretion, recover Liquidated Damages. In the event of appeal, the decision of Director Fisheries, Bihar shall be final and binding upon the Contractor.

g. **Scope Of Extension Of Work**

In the event of Joint Director Fisheries (Training & Extension) is satisfied with the working and the performance of the contracting firm/agency, it may consider and seek their consent/option to extend the services in other department as deemed fit and considered compatible for purpose of unification of services or reasons, considered therein fit by the management.

h. **Other Conditions**

- a) Joint Director may accept or reject any or all the tenders/bids in part or in full without assigning any reasons. In case of any dispute, pertaining to tender/bids, the decision of the Director Fisheries, Bihar shall be final and binding on the bidders.
- b) The Joint Director, DoF Bihar reserves the right to withdraw/relax/interpret any of the terms and condition mentioned hereinbefore; in such situation the tenderer shall be given sufficient time to take the change into account.
- c) Notwithstanding the sub-division of the documents into separate sections or otherwise, every party of each section/part/point or paragraph, shall be deemed to be supplementary to and complimentary of every other part and shall be read into totality as part and parcel of the contract.
- d) Tenders received after the closing date and time shall not be considered.
- e) Each page of the tender document should be signed and stamped by the tenderer in acceptance of terms and condition, laid down by the department.
- f) While indicating the price/rate of the items or services, the bidder should write the item value both in words and figure, in case of dispute, or cutting/ overwriting, the amount written in words will be taken as bid value. The rates quoted should be inclusive of all taxes.
- g) Tenderer and his authorized representative (with proper authorization letter) may choose to be present at the time of opening of RFP (Technical and Price Bids).
- h) The person/officer signing the tender/bid documents on behalf of the contractor should be delegated with an appropriate power of attorney (Duly endorsed by a notary public) by the Chief Executive Office / Managing Director of the company to sign such documents. An appropriate declaration must be enclosed, a sample of which is annexed with this tender document.
- i) Tenders incomplete in any form will be rejected outright; conditional offers will not be accepted.
- j) No tenders will be allowed to withdraw after submission of the tender; otherwise the EMD submitted by the tendering firm would stand forfeited. In case, the successful tenderer decline the offer of contract (or refuse to acknowledge or execute the contract/agreement within 15 days of award of work), for what so-ever reasons, his EMD will be forfeited.
- k) The contractor should not sublet the work to any other agency/contractor. No child labour should be engaged and human rights as per law shall be protected and adhered to. Person engaged must undergo a prior character and antecedent check/police verification and must be medically cleared specially Kitchen staff should undergo a medical examination after every six month.
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- l) Period of Contract: Bids shall remain valid for acceptance for a period of 90 days from the date of opening of the price bid. Any benefit for downward reversion of prices, should be extended to the Department.
- m) The engagement of personnel by the contracting agency/firm/organization will solely be at their discretion, as per usual norms and qualification and in no way make them entitled for any job or employment or permanency or any incumbency status in DOF Bihar.
- n) The contractor will provide the uniform to his employees.

  
Joint Director, Training  
and Extension,  
Directorate of Fisheries,  
Govt. of Bihar Patna

Annexure-I Price  
Bid Format

List of Items to be served as per Annexure III per day at the Canteen at Fisheries Training and Extension Centre, Krishi Farm, Mithapur, Patna. Rate quotes should include all taxes (GST)

Sl. No.	Items	Contractor's Rate in Figure	Contractor's Rate in Words
A	Breakfast/Per Head/ Per Meal		
B	Lunch/Per Head/Per Meal		
C	Dinner/Per Head/Per Meal		
D	Tea and Snacks/Per Head/Per day		
E	Total /Per Head/Per day		

(Rs.....)

Note: Total (E) will be considered as quoted rate inclusive of taxes for evaluation purpose.

\*Menu Attached as Annexure- III





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226

Annexure- II  
Check List

S N	Particulars	YES/NO
1	Registration of firm / agency/ Proprietorship / Ownership for running Canteen/ canteen/ mess	
2	Proof of Registration of GST	
3	Proof of PAN card	
4	Proof of ESI registration	
5	Proof of EPF registration	
6	Proof of Labour license	
7	Proof of Food license	
8	Audited Account Statement (Annual Turnover) for: (Minimum 03 years) (a) FY 2020-21 - Rs. .... (b) FY 2019-20- Rs. .... (c) FY 2018-19- Rs. ....	
9	Proof of work experience for last.....years	
10	Proof of Satisfactory Certificate issued by the present and past clients along with details such as Name, Address and contact number	
11	An undertaking by the proprietor/financial director of the company/firm/agency indicating that no criminal case/legal proceeding or industrial dispute is pending or contemplated against the company/firm/agency and the data submitted are true and correct	
12	Power of Attorney for the authorized representatives	



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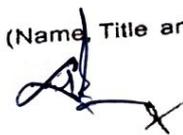
**FORMAT FOR POWER OF ATTORNEY FOR SIGNING BID**

(On a Stamp Paper of Rs. 100/-)

Know all men by these presents, we ..... (Name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms..... (Name and address of residence) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the **Selection of a contractor to provide canteen services at Fisheries Training and Extension Centre, Krishi Farm, Mithapur** including signing and submission of all documents and providing information/responses to the department, representing us in all matters before the department, and generally dealing with the department in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature  
(Name, Title and Address)



I Accept

.....(Signature)

(Name Title and Address of the Attorney)

प्रशिक्षणार्थियों के लिए खाने का प्रस्तावित व्यंजनसूची - Annexure III

सुबह की चाय	नस्ती	लंच	शाम की चाय	दिनर
चाय तथा 2 रिस्कट	6 से 8 घंटे-संज्ञा, मिक्स अचार	बावल, रटी, दालअण्डा-कढ़ाई (3 पीस) / झाकाहारी के लिए पनीर की संज्ञा शिमला मिर्च या मटर के साथ एवं दही, गुजिया, पापड़, सत्ताद, अचार	चाय तथा 2 रिस्कट	बावल तथा रटी एवं दाल, मिक्स संज्ञा, गुजिया, पापड़, अचार, सत्ताद
चाय तथा 2 रिस्कट	4 परठे संज्ञा या मुजिया, मिक्स अचार	बावल, रटी, दाल, चिकन-कढ़ाई (3 पीस) / झाकाहारी के लिए पनीर की संज्ञा शिमला मिर्च या मटर के साथ एवं दही, गुजिया, पापड़, सत्ताद, अचार	चाय तथा 2 रिस्कट	बावल, रटी, चना दाल का लड्डा, सेब, गुजिया, पापड़, अचार, सत्ताद
1 चाय तथा 2 रिस्कट	6 से 8 घंटे, अंता संज्ञा-2 पीस, मिक्स	बावल, रटी, दाल, मछली-कढ़ाई (3 पीस) / झाकाहारी के लिए पनीर की संज्ञा शिमला मिर्च या मटर के साथ एवं दही, गुजिया, पापड़, सत्ताद, अचार	चाय तथा 2 रिस्कट	बावल तथा रटी एवं दाल, मिक्स संज्ञा, गुजिया, पापड़, अचार, सत्ताद
चाय तथा 2 रिस्कट	4 से 5 गीसे संज्ञा, मिक्स अचार	बावल, रटी, दाल, दही संज्ञा, बचका, मिक्स गुजिया, पापड़, सत्ताद, अचार	चाय तथा 2 रिस्कट	बावल, रटी, चना दाल का लड्डा, चीर, गुजिया, पापड़, अचार, सत्ताद
चाय तथा 2 रिस्कट	2 से 3 आलू परठे, टमाटर या अनिया फल की चटनी एवं मिक्स अचार	बावल, रटी, दाल, मटन-कढ़ाई (3 पीस) / झाकाहारी के लिए पनीर की संज्ञा शिमला मिर्च या मटर या पालक के साथ एवं दही, गुजिया, पापड़, सत्ताद, अचार	चाय तथा 2 रिस्कट	बावल तथा रटी एवं दाल, मिक्स संज्ञा, गुजिया, पापड़, अचार, सत्ताद
चाय तथा 2 रिस्कट	2 से 3 सत्ता परठे, टमाटर या अनिया फल की चटनी एवं मिक्स अचार	बावल, रटी, दाल, मछली-कढ़ाई (3 पीस) / झाकाहारी के लिए पनीर की संज्ञा शिमला मिर्च या मटर के साथ एवं दही, गुजिया, पापड़, सत्ताद, अचार, अर्ध-सन्कीर्ण	चाय तथा 2 रिस्कट	बावल, रटी, चना दाल का लड्डा, आलू का गोख, मिक्स गुजिया, पापड़, सत्ताद, अचार

अतिरिक्त चाय दिन में एक बार प्रथम सत्र में प्रथम कक्षा के बाद ।