संचिका सं०–द०मा०स०–43/2026–

बिहार सरकार

श्रम संसाधन एवं प्रवासी श्रमिक कल्याण विभाग

दशरथ मांझी श्रम एवं नियोजन अध्ययन संस्थान, पटना।

प्रेषक,

राजेश भारती भा०प्र०से०
श्रमायुक्त–सह–निदेशक,
दशरथ मांझी श्रम एवं नियोजन
अध्ययन संस्थान, पटना।

सेवा में,

निदेशक,
सूचना एवं जनसम्पर्क विभाग,
बिहार, पटना।

पटना, दिनांक–

विषयः– दशरथ मांझी श्रम एवं नियोजन अध्ययन संस्थान, पटना में कैंटिन के सुचारू रूप से संचालन, प्रबंधन एवं रख–रखाव हेतु सेवा प्रदाता एजेंसी के चयन के लिए e-proc2 के माध्यम से निविदा आमंत्रण सूचना सं०–DMI/43/2026/05, दिनांक–12/11/2026 के प्रकाशन के संबंध में।

महाशय,

निदेशानुसार उपर्युक्त विषय के संबंध में निविदा आमंत्रण सूचना सं०– DMI/43/2026/05 की प्रति संलग्न करते हुए अनुरोध है कि इसे राज्य के प्रमुख समाचार पत्रों में (अंग्रेजी एवं हिन्दी) के अगले दो संस्करणों में शीघ्र प्रकाशित कराने की कृपा की जाय।

अनुलग्नकः–यथोक्त।

विश्वासभाजन
ह०/–
(राजेश भारती)
श्रमायुक्त–सह–निदेशक,
दशरथ मांझी श्रम एवं नियोजन
अध्ययन संस्थान, पटना

ज्ञापांकः–द०मा०स०–43/2026– 522 **पटना, दिनांक–** 12/11/2026

प्रतिलिपिः– श्रीमती स्वाति, सहायक निदेशक–सह–जिला सूचना एवं जनसम्पर्क पदाधिकारी, श्रम संसाधन एवं प्रवासी श्रमिक कल्याण विभाग पटना को सूचनार्थ एवं आवश्यक कार्यार्थ प्रेषित।

2. आई.टी. प्रबंधक, श्रम संसाधन एवं प्रवासी श्रमिक कल्याण विभाग, बिहार, पटना सूचनार्थ एवं आवश्यक कार्यार्थ प्रेषित। आपको निदेश दिया जाता है कि पत्र के साथ संलग्न RFP को श्रम संसाधन एवं प्रवासी श्रमिक कल्याण विभाग के Website पर अपलोड किया जाए।

3. डॉ० गणेश कुमार झा, उप निबंधक, श्रमिक संघ, श्रम संसाधन एवं प्रवासी श्रमिक कल्याण विभाग पटना से अनुरोध है कि e-procurement portal https://eproc2.bihar.gov.in पर RFP अपलोड करने की कार्रवाई की जाए।

12/11/26

(राजेश भारती)
श्रमायुक्त–सह–निदेशक,
दशरथ मांझी श्रम एवं नियोजन
अध्ययन संस्थान, पटना

Government of Bihar

बिहार सरकार

Request for Proposal (RFP)
for
Operation, Management and maintenance of Institution Canteen of Dashrath Manjhi Institute of Labour & Employment Studies (DMILES), Patna

Tender Notification No.: DMI/28/2026/05 Dated 12/11/2026

(RETENDER)

Issued by:

Dashrath Manjhi Institute of Labour and Employment Studies (DMILES),
Labour Resources and Migrant Workers Welfare Department, Government of Bihar
Near Veterinary College, BIT Campus, Samanpura, Patna-14

Email –dashrathmajhiinstitute@gmail.com. Website – https://state.**bihar.gov.in/labour**

SECTION-1

Dashrath Manjhi Institute of Labour and Employment Studies (DMILES)

Labour Resources and Migrant Workers Welfare Department,

Government of Bihar

Near Veterinary College, BIT Campus, Samanpura, Patna-14

Email – dashrathmajhiinstitute@gmail.com

Notice Inviting E-Tender

Dashrath Manjhi Institute of Labour and Employment Studies (DMILES) invites e-Tenders for Request for Proposal (RFP) for Operation, Management and maintenance of Institution Canteen of Dashrath Manjhi Institute of Labour & Employment Studies (DMILES), Patna under a Two-Bid System: Technical and Financial bid from eligible bidders.

Please note the following data sheet.

SN	Activity	Date/Time: Duration
1.	Online Sale/Download date of RFP document	From 25.11.2026, 11:00 Hrs (https://www.eproc2.bihar.gov.in)
2.	Last Date of sending pre-bid queries by e-mail	Date-02.12.2026 up to 16.00 Hrs. to email ID: dashrathmajhiinstitute@gmail.com
3	EMD, Tender Fee and Tender Processing Fee	1) EMD (Refundable): Rs 100000/- (Rupees One lakh only) in online form 2) Tender Fee (Non-refundable): Rs 5900/- (Rupees Five Thousand and Nine Hundred Only) through online mode only. 3) Tender Processing Fee (Non-refundable): Rs 1180/- or an amount reflecting on eproc2 portal through online mode only.
3.	Date, Time and Place of Pre-Bid Meeting	Pre-bid meeting will be held at Manthan Hall, 1st Floor, Block-B, Niyojan Bhawan, Near Income Tax Golamber, Patna – 800001 on 03.12.2026 at 3:00 PM
4.	Publishing of Pre-Bid queries response	Will be published on best effort basis at e-Proc2 website/Deptt website.
5.	Last Date/Time for submission/ uploading of offer/Bid	Date- 23.12.2026 up to 15.00 Hrs. (https://www.eproc2.bihar.gov.in)
6.	Date & time for opening of Technical Bid	On or after 24.12.2026 post 15:00 Hrs. (https://www.eproc2.bihar.gov.in)
7.	Date and time for Technical Presentation and demonstration.	Date and time for Technical Presentation and demonstration shall be communicated later through email only.
8.	Financial Bid Opening Date and Time	Date and time for Financial Opening shall be communicated later through email only.
9	Method of Selection	Quality-Cum-Cost Based Selection (QCBS)
10.	Bid Proposal Validity	180 days from the last date of proposal submission.
11.	Contact person/Nodal Officer for queries	Name: Sh Rohit Kumar, Asst Labour Commissioner Email: dashrathmajhiinstitute@gmail.com, Contact no: +91-7557729274

24/11/26

Director,
DMILES, Patna

SECTION – 2
INTRODUCTION

1. **Institutional Background & Context**

   The institute operates from a state-of-the-art 2-acre integrated campus in Patna, built under the aegis of the Department of Labour Resources, Government of Bihar. Named in honor of the legendary "Mountain Man" Dashrath Manjhi, The institute is designed to serve as Bihar's premier hub for knowledge enhancement, academic research, and policy framework evaluation concerning organized and unorganized labour forces.

   The **Dashrath Manjhi Institute of Labour & Employment Studies (DMILES), Patna**, is an autonomous research and training institution established under the Labour Resources & Migrant workers Welfare Department, Government of Bihar. The institute dedicatedly conducts advanced research, training programmes, and capacity-building workshops focused on labour welfare, employment dynamics, and social security.

2. **Purpose of this Tender**

   DMILES regularly hosts high-profile residential Training of Trainers (TOT) programmes, capacity building workshops, and national seminars in collaboration with apex bodies. Because these events draw senior government officials, trade union leaders, researchers, and trainees from across the country, maintaining premium hospitality and culinary standards is vital. This RFP aims to identify a reliable partner who can systematically manage food operations without disrupting the academic calendar.

3. Facility and Infrastructure Overview

   The selected vendor will get direct access to the institute's in-house kitchen space, executive dining hall, and student mess facilities. The premises come equipped with basic electrical infrastructure and water connections; however, the vendor must supply their own commercial cooking appliances, specialized catering tools, and trained service personnel. All operations must tightly align with standard food safety protocols to ensure absolute health and hygiene on campus.

4. Eligibility

   The Dashrath Manjhi Institute of Labour and Employment Studies (DMILES), Labour Resources and Migrant Workers Welfare Department, Government of Bihar invites RFP for Operation, Management and maintenance of Institution Canteen of Dashrath Manjhi Institute of Labour & Employment Studies (DMILES), Patna from reputed catering service providers with experience of serving mass hot cooked meals in various Government/Private Institutions. The qualification criteria for the participating agencies are given under different sections of the RFP document.

5. Tender Submission and EMD

   The complete bidding document can be downloaded from https://eproc2.bihar.gov.in. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender EMD through online mode failing which the bid will be summarily rejected.

6. Bidders are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. **This tender is issued in accordance with:**

- Bihar Financial Rules, 2005 (as amended up to 2024)
- Applicable State Purchase Preference Policy (Amended till 2024)
- IT Act 2000 (for e-procurement validity)

7. Important Information Related to Bid

Sl. No.	Particulars	Description
1	Bid security/ Earnest Money Deposit (EMD)	Rs 1,00,000/- (One lakh only) To be paid Online only
2	Tender Fee	Rs. 5900/- (non-refundable) through e- payment mode, i.e. NEFT/RTGS/Credit Card/ Debit Card on https://eproc2.bihar.gov.in
3	Tender Processing Fee (Non-Refundable on e-Proc2 platform)	As reflected on https://eproc2.bihar.gov.in
4	Performance Guarantee (PG)	Lumpsum of Rs 3,00,000/- (Rupees three lakhs only)
5	Name and address for communication, seeking clarification and submission of proposal	Shri Rohit Kumar, Asst Labour Commissioner, DMILES, Mob No.: 7557729274

8. E-tendering process-related instruction

1. The bidder shall submit their bid/tender on the e-Procurement platform at https://eproc2.bihar.gov.in

2. The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User ID of the e-Procurement website before participating in the e-tendering process. The bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user ID, they have to get registered themselves on the e-procurement website https://eproc2.bihar.gov.in and submit their bids online on the same. Offline bids shall not be entertained.

3. The bidders shall submit their eligibility and qualification details, Technical Bid, Financial Bid etc., in the online standard formats given in the e-Procurement website at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents, etc., in support of their eligibility criteria / technical bids and other certificates/documents on the e-Procurement website. The bidder shall digitally sign the supporting statements, documents, and certificates uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the tender after uploading the same during the bid submission as per the tender notice and bid document.

4. All the required documents should be attached at the proper place and with proper nomenclature (as mentioned in the e-forms); otherwise, the tender of the bidder will be rejected.

5. Tender Processing Fee to be paid through **e-Payment** mode (i.e. NEFT / RTGS, Net

Banking, Credit / Debit Card) only.

6. Earnest Money Deposit (EMD) can be paid only through online mode.

7. For support related to the e-tendering process, bidders may contact at following address: "e- Procurement HELP DESK Mjunction Services Ltd, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, PS: Shastri Nagar, Patna-800014. "Toll Free Number: 1800 572 6571" Email ID: eproc2support@bihar.gov.in.

8. Corrigendum/ Addendum/ amendments if any, will be published on the departmental website https://state.bihar.gov.in/labour and e-Procurement, Bihar https://www.eproc2.bihar.gov.in itself. All such corrigendum/ addendum/ amendments shall be binding on all the bidders. The bidders are also advised to visit the aforementioned website on regular basis for checking of corrigendum/ addendum/ amendments, if any.

9. Bids along with necessary documents/ online payments must be submitted through the e-procurement portal https://eproc2.bihar.gov.in before the date and time specified in the RFP. The Department doesn't take any responsibility for the delay/Non-Submission of Tender/non-reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason."

SECTION 3:
INSTRUCTIONS TO BIDDERS

3.1 General

1. While every effort has been made to provide comprehensive and accurate background information, requirements, and specifications, Bidders are free to assess and propose 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.
2. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Department based on this RFP.
3. 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 Department. Any notification of preferred bidder status by the Department shall not give rise to any enforceable rights by the Bidder. The Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Department without giving any reason.
4. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

3.2 Compliant Proposals/Completeness of Response

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

3.3 Mode of EMD submission

1. EMD can be paid online on https://eproc2.bihar.gov.in

3.4 Bid Queries and Pre-bid Meeting

1. All enquiries from the Bidders related to this Bid Document must be submitted to the portal: https://eproc2.bihar.gov.in only in editable Excel format. The queries should necessarily be submitted as per the format given in this RFP.

2. Department will host a Pre-Bid Meeting for queries (if any) by the prospective bidders. The date, time and place of the meeting are given in Notice inviting E-tender. The representatives of the Bidders may attend the Pre-Bid Meeting at their own cost. The purpose of the Pre-Bid Meeting is to provide a forum for the Bidders to clarify their doubts/seek clarification or additional information necessary for them to submit their Bid.

3. Queries submitted post the specified deadline or which do not adhere to the specified format may not be responded to. All the responses to the queries (clarifications/corrigendum) shall be made available on the e-procurement website https://eproc2.bihar.gov.in. The last date & time of receiving pre-bid queries will be as per the schedule provided in this RFP.

3.5 Issue of Corrigendum

1. The department will formally respond to the pre-bid queries after the pre-bid conference. It is to be noted that no query will be entertained after the deadline to submit pre-bid queries as per this RFP.
2. The department will endeavour to provide a timely response to all queries. However, the Department makes no representation or warranty as to the completeness or accuracy of any response, nor does the Department undertake to answer all the queries that have been posed by the bidders.
3. At any time before the last date for receipt of bids, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document through a corrigendum. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website https://eproc2.bihar.gov.in
4. Any such corrigendum shall be deemed to be incorporated into this RFP. To provide prospective Bidders a reasonable time for taking the corrigendum into account, the Department may, at its discretion, extend the last date for the receipt of Proposals.
5. Department reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.

3.6. Late Bids and Bid Validity Period

Bids received after the due date and the specified time (including the extended period, if any) for any reason whatsoever shall not be entertained and shall not be opened in the e-Tendering system. All bids should remain valid for a period of 180 days from the bid due date, and the Department reserves the right to reject a bid valid for a period shorter than 180 days, considering it non–responsive without any correspondence. In special circumstances, the Department may solicit an extension of the period of validity from a bidder. The request and the response there to shall be made in writing. Extension of validity period by the bidder shall be unconditional. The EMD provided shall also be sufficiently extended. Bidder granting extension of validity will not be permitted to modify its technical or financial bid.

3.7. Rights to Terminate the Process

1. The department may terminate the bid process at any time without assigning any reason. Department makes no commitments, expressed or implied, that this process will result in a business transaction with anyone.

2. Mere Submission of a bid does not constitute an offer by the Department. The Bidder's participation in this process may result in the Department selecting the Bidder to engage in further discussions and negotiations towards the execution of the contract. The commencement of such negotiations does not, however, signify a commitment by the Department to execute a contract or to continue negotiations. The department may terminate negotiations at any time without assigning any reason.

3.8. Method of Submission of Tender Form

The bidder shall submit their response through the Bid submission to the tender on the e-Procurement portal at https://eproc2.bihar.gov.in

3.9. Bid Submission Format

1. The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal.
2. Bids not confirming the eligibility criteria listed in this RFP will be summarily rejected.

3. Submission of forged documents will also result in summary rejection of the bid.
4. Bids with deviation from any of the prescribed formats are liable for rejection.
5. The bidders shall submit all the required documents related to pre-qualification criteria, Technical Qualification criteria and financial proposal as mentioned in the RFP only on the eProc2 website mentioned in the RFP.
6. The two parts of the proposal (Technical Proposal and Financial Proposal) must be submitted online in a serially numbered manner, along with an index of submitted documents (as per Annexure II).

3.10. Currency

1. The offer must be given in Indian Rupees only.

3.11. Language of Bid

1. The entire bid document needs to be submitted in response to this RFP and shall be in English as given in the RFP. Supporting documents/Certificates may be in Hindi/English language only.

3.12. Confidentiality

1. The successful bidder shall maintain the confidentiality of the manuscript till the volume is published and available for public display/sale.
2. The confidentiality condition will also extend to post-survey period with respect to raw data, respondent identities, privacy-sensitive or government-sensitive findings.

SECTION 4:

SELECTION PROCESS FOR BIDDER

4.1. Opening of Bids

1. Total transparency will be observed and ensured while opening the Proposals/Bids.
2. Department reserves the right to postpone or cancel a scheduled Bid opening.
3. First, Technical bid would be opened and evaluated based on pre-qualification criteria. Bids not accompanied by the requisite EMD or whose EMD is not in order shall be rejected. Only those bids for which EMD is received will be eligible for opening. **The startups/Micro/Small scale udyam established in Bihar shall only be eligible for exemption of EMD as per the Bihar Purchase Preference policy 2024. Bidders having registered office out of Bihar will not be considered for exemption of EMD under any circumstances.**
4. Technical Proposals of Bidders would be evaluated for only those bidders who pass the pre-qualification criteria.
5. As per the schedule date & time, the Financial Proposal of those Bidders who qualify in the technical qualification criteria with a minimum score of 70 would be opened.
6. During Bid opening, preliminary scrutiny of the Bid documents will be made to determine whether they are complete, whether the required Bid Security has been furnished, whether the Documents have been properly signed and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected. The department has the right to reject the bid after due diligence is done.

4.2. Evaluation Process

1. The Bid Evaluation Committee constituted by the Department shall evaluate the bids.
2. The overall objective of this evaluation process is to select a capable and qualified bidder. The Bid Evaluation Committee will review the Pre- qualification Proposal of the Bidders to determine whether requirements as mentioned in Section 4.3 of the RFP have been met by the bidder/bidders or not.
3. The clause 4.3 of the RFP has been met by the bidder's incomplete or partial Proposals, which are liable for disqualification. All those Bidders whose Pre-qualification Proposal meets the requirements would be selected for evaluation of the Technical Proposal.
4. The Bid Evaluation Committee shall review the Technical Proposal of the pre-qualified Bidders to determine whether the Technical Proposals are substantially responsive. Bids that are not substantially responsive shall be disqualified, and the Bid Evaluation Committee reserves the right to seek clarification if required. A score of a minimum of 70 in the technical evaluation criteria will be considered as a responsive Bid.
5. The Bid Evaluation Committee will assign a technical score to the Bidders based on the technical evaluation criteria detailed in the RFP. The Bidders with a technical score above the threshold as specified in the RFP will technically qualify for the financial evaluation stage.
6. The Financial Proposals of the technically qualified Bidders will then be opened and reviewed to determine whether the Financial Proposals are complete and as per requirements.
7. Please note that the Bid Evaluation Committee may seek inputs from their professional, external experts in the Bid evaluation process.

4.3. Pre-Qualification Criteria

1. The bidder needs to satisfy pre-qualification conditions as mentioned in the table below.

Sl No	Qualification Criteria	Documentary Evidence	Symbol
1.	A bidder should be Proprietorship, Partnership, LLP, Company having in operation for at least 05 years and registered under any statutory Act.	Proof of establishment	PQ_1
2.	EMD (Rs 1,00,000/- (One lakh only))	In online payment form	PQ_2
3.	Bidders should have registered with the Income Tax authorities in India.	Copy of Permanent Account Number (PAN)	PQ_3
4.	Bidders should have registered with the GST authorities.	Copy of GST registration certificate	PQ_4
5	**EXPERIENCE**: The bidder must have minimum 4 years of experience in operating Government Canteens, Institutional Kitchens, Cafeterias, or Food Courts (Private hotel/restaurant experience alone shall not be eligible).	Copy of Contract Agreement and Work Orders	PQ5
6	**LOCAL OPERATIONS :** Must currently operate at least two (2) Government Canteens – cum- Guest Houses within the State of Bihar on the last date of bid submission	Copy of Contract Agreement and Work Orders	PQ6
7	**Financial Turnover**: Minimum Annual overall Turnover of ₹3 Crores (Three Crores) in any one year during the last three completed financial years 2022-23, 2023-24 & 2024-25 (certified by a Chartered Accountant with valid UDIN and date).	Copy of Certificate by Chartered Accountant with valid UDIN and date	PQ7
8	**STATUTORY REGISTRATIONS**: Must possess valid FSSAI, EPF, ESIC Registrations	All required Certificates	PQ8
9	**ISO Certifications.** ➢ ISO 9001:2015, ➢ ISO 14001:2015, ➢ ISO 45001:2018, and ➢ ISO 22000:2018	All valid ISO Certificates	PQ9
10	The Bidder shall not have been blacklisted/banned/declared ineligible/declared having unsatisfactory performance by any State/Central Government or PSU Organisation or bilateral/ multi-lateral funding agencies or quasi-government for breach of ethical conduct or fraudulent practices ever. (Notorised).	Notarised Affidavit for not been Blacklisted/ Debarred and all the bidding documents is true and correct.	PQ10
11	Authorised signing authority	Original Power of Attorney assigned to the person authorised for the bid process and bid submission as per format at the Annexure **VI**	PQ11

4.4. Technical Bid

4.4.1. Opening of Technical Bid

1. All the bids shall be opened once at a time. All the submitted documents would be thoroughly checked.

4.4.2 Evaluation of Technical Bids

Eligibility for Technical Evaluation

Only those Bidders who qualify at the pre-qualification stage shall be considered for Technical Bid evaluation. The Technical Bid Evaluation Committee (TBEC) shall invite each eligible Bidder to make a presentation as part of the technical evaluation process, focusing on the proposed approach and methodology.

Evaluation Methodology

The Technical Evaluation Committee shall evaluate the Technical Proposals of all eligible Bidders against the Technical Qualification Criteria specified in this section. The evaluation shall be carried out using the scoring methodology outlined below to assess the capability of the Bidders to undertake the assignment of **operation, management and maintenance of Institution canteen at DMILES.**

Technical Qualification Criteria and Scoring

Sl. No.	Qualification Criteria	Marks	Point System / Supporting Documents
TQ1	**EXPERIENCE**: The bidder must have minimum 4 years of experience in operating Government Canteens, Institutional Kitchens, Cafeterias, or Food Courts (Private hotel/restaurant experience alone shall not qualify).	10	➢ Upto 4 years -0 marks ➢ Thereafter 2 marks per year of experience upto maximum 10 marks
TQ2	**LOCAL OPERATIONS :** Must currently operate at least two (2) Government Canteens-cum- Guest Houses within the State of Bihar on the last date of bid submission	20	➢ Upto 02 workorders -0 Marks ➢ Thereafter 5 marks per workorder upto maximum 20 Marks
TQ3	**Financial Turnover**: Minimum Annual overall Turnover of ₹3 Crores (Three Crores) in any one year during the last three completed financial years 2022-23, 2023-24 & 2024-25 (certified by a Chartered Accountant with valid UDIN and date).	20	➢ > 3 Cr and ≤ 4 Cr-10 Marks ➢ > 4 Cr and ≤ 5 Cr -15 Marks ➢ >5 Cr-20 marks
TQ4	Academic and professional Competency of the Proprietor/Director/MD of the Firm	20	➢ 10 Marks of Diploma/Graduation/Post Graduation in Hotel Management ➢ 10 Marks for experience for more than 5 years in hotel industry
TQ5	**Technical Presentation**	30	Operational strategy, menu engineering, hospitality service standards, room service protocols, SOPs and F&B Knowledge

Total 100 Marks

Minimum Qualification Criteria

1. A minimum of 15 **marks** in the Technical Presentation is required for the Bidder to proceed further in the evaluation process.

Bidders securing a minimum of **70 marks** in the Technical Qualification Criteria shall be declared as **"Technically Qualified Bidders"** and shall be eligible for the opening of their Financial Proposals/Bids.

4.4.3. The selection method is Quality-cum-Cost Based Selection (QCBS 70:30).

Technical Bid Score will get a weightage of 70% (denoted by ST) and Financial Bid Score a weightage of 30% (denoted by SF).

The process of selection of a successful bidder for award of contract shall be as follows:

A. Calculation of Technical Score (ST)

T = Technical Marks Obtained by the Individual Bidder

TH = Highest Technical Marks Obtained by a Bidder

ST = Technical Score obtained by the Individual Bidder

Bidder's calculation of Technical Score (ST)

ST = 100x (T/TH) (rounded off to 2 decimal places)

B. Calculation of Financial Score (SF)

F = Total Financial Bid amount quoted by individual Bidder FL=Lowest Total Financial Bid amount quoted by a Bidder SF=Financial Score obtained by the Individual

Bidder's calculation of Financial Score (SF)

SF = 100x(FL/F) (rounded off to 2 decimal places).

C. Calculation of Final Composite Score (S)

The Final Composite Score (S) shall be computed for each Bidder by assigning 70% weightage to the Technical Score (ST) and 30% weightage to the Financial Score (SF) using the formula given below:

S = (ST x 0.7) + (SF x 0.3) (rounded off to 2 decimal places)

The bidder with the highest final composite score will be awarded the contract. In case of a tie in the final composite score, the bidder with the higher Technical Score (H1) will be invited for negotiations and selection first.

Tie-Breaking Rules

If two or more bidders end up with the exact same combined score, the tie is broken in the following order:

1. The bidder with the higher **Technical Score** wins.
2. If still tied, the bidder with higher **Presentation Marks** wins.
3. If still tied, the bidder with more **Government Canteen Work Orders in Bihar** wins.
4. If still tied, the bidder with more work orders from various departments for catering in Bihar
5. If still tied, the final decision based on lottery will be done.

4.4.4. Clarification

If deemed necessary, the Department may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted. The department may, if so desired, ask the bidder to give a presentation for the purpose of clarification of the tender. All expenses for this purpose, as well as for the preparation of documents and other meetings, will be borne by the bidders.

4.5. Award of Contract

4.5.1. Department Right to Accept any Bid and to Reject any or All Bids

Department reserves the right to accept or reject any Bid and to annul the bidding process and reject any or all Bids 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 Department action.

4.5.2. Letter of Acceptance

Prior to the expiration of the period of bid validity, the Department will notify the successful bidder (H1 in QCBS) in writing or by email that its bid has been accepted. The Letter of Acceptance will constitute the formation of the contract. Upon the successful Bidder's furnishing of Performance Security, the Department will promptly notify each unsuccessful Bidder.

4.5.3. Signing of Contract

Department shall notify the successful bidder that its bid has been accepted. The successful bidder shall enter into a contract agreement with the Department within the time frame mentioned in the Letter of acceptance to be issued to the successful bidder by the Department.

4.5.4. Performance Bank Guarantee

2. The successful bidder shall deposit a Performance Guarantee (PG) within 07(seven) Working days from the date of Notification of Award.
3. PG can be in the form of DD/BG/Pledged FD and must be unconditional and irrevocable from a Nationalised or Scheduled Bank, payable on demand, for the due performance and fulfilment of the contract by the bidder.
4. The PG shall be as denominated in the currency of the contract and shall be in the form of a DD/BG/Pledged FD.
5. This PG will be of a Lump-sum amount equivalent to INR 300000/- (Rupees Three Lakhs Only). All charges whatsoever such as premium, commission etc., with respect to the Performance Bank Guarantee shall be borne by the bidder.
6. The Performance Bank Guarantee shall be valid until the end of sixty days after the completion of the contract with the successful bidder. Subject to the terms and conditions in the Performance Bank Guarantee, sixty days after the contract completion, the Performance Bank Guarantee will lapse automatically.
7. The Performance Bank Guarantee may be discharged/returned by the Department upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Guarantee. The Format for Performance Guarantee is provided in ANNEXURE-IV
8. In the event of the Bidder being unable to serve the contract for whatever reason, the Department would invoke the PG. Notwithstanding and without prejudice to any rights whatsoever of the Department under the contract in the matter, the PG shall be payable to the Department as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. Department shall notify the Bidder in writing regarding the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the Bidder is in default.
9. Department shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due, the equivalent value of any payment made due to inadvertence, error, collusion, misconstruction or misstatement.

4.5.5 Failure to agree with the Terms & Conditions of the RFP/Contract

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which the Department may invite the next best bidder for negotiations or may call for a fresh RFP.

SECTION 5:

SCOPE OF WORK

5.1 Primary Services Required

- Services of Breakfast, Lunch, Evening Snacks, and Dinner.
- Tea/Coffee services served in offices and Guest Rooms on an occupancy basis with no additional delivery charge.
- VIP catering, high tea, conference, seminar, and campus event catering.
- Daily housekeeping and sanitation of the dining hall, kitchen, pantry, counter areas, and dishwashing zones.

5.2 Mandatory Minimum Manpower Deployment

The successful agency shall deploy a minimum of **21 qualified personnel** at their own cost. The Institute shall not pay any separate salaries or payroll allowances to agency's staff.

Sl. No.	Role / Category	Minimum Staff Required
1	Canteen Manager	1
2	Head Cook / Chef	3
3	Assistant Cook	3
4	Kitchen Helper	4
5	Service Steward / Waiter	5
6	Cashier / Billing Operator	1
7	Housekeeping Staff	2
8	Utility / Dishwashing Staff	2
Total		**21 Staff Members**

5.3 Quality & Food Safety Guidelines

- **Raw Materials:** Only standard branded products shall be used (e.g., Aashirvaad/Pillsbury Atta, Amul/Sudha Dairy, Fortune/Saffola Edible Oil, Tata Tea, Nescafe/Bru, Catch/Everest Spices). The agency shall not use any expired items. If found so, the same shall attract penalty/legal action asa deemed fit as per the provisions laid out in the RFP.
- **Oil Usage:** Re-use of cooked oil beyond FSSAI-permissible limits is strictly prohibited.
- **Sample Retention:** Cooked food samples must be safely stored in sterile containers for **at least 24 hours** daily for potential hygiene testing.
- **Pest Control & Waste Management:** Mandatory monthly professional pest control and daily segregation/disposal of wet and dry waste as per municipal norms.
- Adequate fly catchers must be installed and made functional in the kitchen premises for the cleanliness and hygienic conditions. Adequate fire extinguishers/fire safety measures must be installed and made functional in the premises
- DMILES and its employees make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this RFP or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to be part of this RFP or arising in any way with eligibility of Bidder for participation in the Bid Process) towards any Bidder or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise

5.4 MENU BAR

1.Break-fast and Tea:

Breakfast and Tea Menu have been categorized in each 5 packages. DMILES can choose any one or more package for execution post award of contract.

BREAKFAST MENU (5 Packages)				
Package:-01	**Package:-02**	**Package:-03**	**Package:-04**	**Package:-05**
Sattu Paratha	Poori Bhaji	Masala Poha	Choice of Paratha	Choice of Paratha
Curd	Curd	Aloo Chana Subji	Choice of Cereals	Choice of cereals
Poridge	Bread /Butter/Jam	Bread /Butter/Jam	Bread /Butter/Jam	Bread/Butter/Jam
Boiled Egg 2	Banana (2)	Egg to Order	Musseli	Musseli
Tea	Omlette	Banana (2PC)	Hot & Cold Milk	Hot & Cold Milk
Coffee	Tea	Tea	Curd	Curd
Water Bottle(250 ml)	Coffee	Coffee	Egg To Order	Egg to Order
	Water Bottle(250 ml)	Water Bottle(250 ml)	Tea	Sautéed Vegetables
			Coffee	Chicken Sausages
			Water Bottle(250 ml)	Baked Beans
				Water Bottle(250 ml)
HI TEA MENU (6 Packages)				
Package:-01	**Package:-02**	**Package:-03**	**Package:-04**	**Package:-05**
Welcome Drink 1	Welcome Drink 2	Welcome Drink 2	Welcome Drink 2	Welcome Drink 2
Tea	Tea	Tea/Coffee	Tea/Coffee/ Cookies	Tea/Coffee/ Cookies
Coffee	Coffee	Cookies	Veg Sandwhich 1	Veg Sandwhich 1
Cookies	Cookies	Veg Sandwhich 1	Pastry 1	Pastry 1
Veg Sandwhich	Veg Sandwhich	Pastry 1	Muffins 1	Assorted Breakfast Rolls
Hot Starter (Veg) 2	Hot Starter (Veg) 2	Muffins 1	Hot Veg Snacks 2	Hot Veg Snacks 2
Water Bottle(250 ml)	Desert 1	Hot Veg Snacks 2	1 Non Veg Snacks	1 Non Veg Snacks
	Water Bottle(250 ml)	Desert 1	Desert 1	Desert 2
		Water Bottle(250 ml)	Water Bottle(250 ml)	Water Bottle(250 ml)
Package: -06	DMILES reserves the right to modify the full/partial menu of any packages and /or variation (addition) of item. However the upward variation shall not be more than 2 items.			
Tea				
Coffee				
Cookies				
Water Bottle(250 ml)				

2. **LUNCH:** Lunch Menu have been categorized in 6 packages. DMILES can choose any one or more package for execution post award of contract.

Package 1 (Veg Lunch Buffet)	**Q.T.Y**	**Package 2 (Non Veg Lunch Buffet)**	**Q.T.Y**
Salad	2	Soup	1
Raita	1	Salads	4
Achar	1	Raita	1
Papad	1	Achar	1
Paneer	1	Papad	1
Vegtables	1	Non Veg	1
Dal	1	Paneer	1
Plain Rice /Jeera Rice/Pulav	1	Vegetables	1
Tandoori Roti	1	Dal	1
Pori	1	Plain Rice /Jeera Rice/Pulav	1
Dessert	1	Assorted Breads	1

		Dessert	1
Water Bottle(250 ml) mandatory in all packages			
Package 3 (Non Veg Lunch Buffet)	**Q.T.Y**	**Package 4 (Veg Lunch Buffet)**	**Q.T.Y**
Soup	2	Morning Session Tea,Coffee, Cookies ,Biscuts	
Salad	4	Soup	1
Raita	1	Salad	5
Papad	1	Raita	1
Achar	1	Papad	1
Non Veg	2	Achar	1
Paneer	1	Paneer	1
Vegtables	1	Vegtables	1
Dal	1	Dal	1
Plain Rice /Jeera Rice/Pulav	1	Plain Rice /Jeera Rice/Pulav	2
Assortead Breads	1	Assortead Breads	1
Poori	1	Desserts	1
Desserts	2	Evening Session Tea,Coffee, Cookies ,Biscuts	
Water Bottle(250 ml) mandatory in all packages			
Package 5 (Non Veg Lunch Buffet)	**Q.T.Y**	**Package 6 (Non Veg Lunch Buffet)**	**Q.T.Y**
Morning Session Tea,Coffee, Cookies ,Biscuts		Welcomes Drinks	2
Soup	2	Soup	2
Salad	5	Salad	8
Raita	1	Starter Veg	2
Papad	1	Starter Non Veg	2
Non veg	2	Vegtables	2
Paneer	1	Non Veg	1
Vegtables	1	Dal	1
Dal	1	Plain Rice /Jeera Rice/Pulav	1
Plain Rice /Jeera Rice/Pulav	1	Assorted Breads	2
Assorted Breads	2	Papad	1
Dessert	2	Achar	1
Evening Session Tea,Coffee, Cookies ,Biscuts		Dessert	2

Note: DMILES reserves the right to modify the full/partial menu of any packages and /or variation (addition) of item. However the upward variation shall not be more than 2 items.

5.5. Payment Terms

Event/Training wise (One day program or several day program) payment will be released based on the order given by DMILES or other Government Department/body of Bihar.

5.5.1Tenure of the Project

The contract will be signed with the successful bidder for a period of 03 years. The contract period may be extended for another period of 2 years on yearly basis on RFP Terms & Conditions and mutual consent . However the Service Provider's performance shall be a key factor for determining the extension. The period of contract would start from the day of signing the agreement.

5.6. Special Condition

- Since the successful agency shall be utilizing the readymade kitchen premises including electricity & water connection, hence a fixed lump sum amount per month of Rs 15000/-(inclusive of all) towards facilitation charges shall be imposed on monthly invoices raised by the agency.
- The successful agency shall have to give additional discount to all the packages of Lunch/Dinner for the in-house programmes/sessions/training conducted by Labour Resources & Migrant Workers Welfare Department. Such discount of rate shall be freezed/fixed after award of contract as per mutual discussion between both the parties.

SECTION 6: General Conditions of Contract

6.1. Taxes and Duties

1. The successful bidder shall be entirely responsible for all taxes, stamp duties, license fees and other such levies imposed including GST.
2. If after the date of the Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by Department for providing the services i.e. GST or any such other applicable tax from time to time, which increases or decreases the cost incurred by the Service Provider in performing the Services, then the remuneration otherwise payable under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made. However, in case of any new or fresh tax or levy imposed after submission of the proposal, the Service Provider shall be entitled to reimbursement on submission of proof of payment of such tax or levy.

6.2. Force Majeure

1. Force Majeure would include a natural and unavoidable catastrophe that interrupts the expected course of events.
2. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, instances of wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on the Service Provider or Department.
3. If a Force Majeure situation arises, the bidder shall promptly notify the Department in writing of such conditions and the cause thereof. Unless otherwise directed by the Department, the bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.3 Resolution of disputes

1. Department and the successful bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.
2. Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof, which cannot be resolved through the above-mentioned method, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable, and the award made by the render shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, rules, or re-enactments thereof. The Arbitration proceedings will be held at Patna, Bihar.
3. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of the existence of such a dispute, then the dispute shall be subject to the courts at Patna, Bihar which shall be the court having jurisdiction to entertain and try the matter.

6.4. Limitation of Liability towards the Department

1. The Service Provider's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The Service Provider shall be liable to Department for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Service Provider and its employees, including loss caused to Department on account of defect in goods or deficiency in services on the part of Service Provider or his agents or any person/persons claiming through or under said Service Provider. However, such liability of the Service Provider shall not exceed the total billing value as per the Contract Agreement.

6.5. Liquidated damages

1. In case the Service Provider fails to provide services as per the requirements of the Department, the Department shall, without prejudice to its other remedies under the contract, forfeit the EMD or PG either fully or partly with penalty of any amount with upper limit capped till 10% of contract value. The Department will be the final authority to ascertain the veracity of any reason provided by the Service Provider.

2. Notwithstanding the provisions of the contract, the Service Provider shall not be liable for forfeiture of its Security Deposit (PG) or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

6.6. Conflict of Interest

1. The Service Provider shall disclose to the Department in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Service Provider or its team) in the course of performing the Services as soon as it becomes aware of such a conflict. Service Provider shall hold the Department's interest paramount.

6.7. Handover Clause

1. At the end of the specified tenure, Dashrath Manjhi Institute of Labour and Employment Studies (DMILES), Labour Resources and Migrant Workers Welfare Department, Government of Bihar, Patna, may exercise its option to renew the project contract with the existing service provider or decide to undertake these activities on its own or to go for a fresh open tender.

2. If Handover is required to the Department / any other vendor at the end of the existing project contract or otherwise, the current service provider would be responsible for handing over the complete know-how, documentation records and all such relevant items that may be necessary for the transition process.

SECTION 7: ANNEXURES

ANNEXURE I: Format of sending Pre-Bid queries

7.1. Name of the Bidder:

Queries:

Sl. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required

Name of Authorized Personnel

Date of submission:

ANNEXURE II: Instructions for Pre-Qualification Bid

7.2 Check-list for the documents to be uploaded for Pre-Qualification (Order of documents shall be in following manner)

Sl. No.	List of Documents to be submitted	PQ ref.	Submitted (Y/N)	Documentary Proof (Pg. No.)
1.	A bidder should be Proprietorship, Partnership, LLP, Company having in operation for at least 05 years and registered under any statutory Act.	PQ_1		
2.	EMD (Rs 1,00,000/- (One lakh only))	PQ_2		
3.	Bidders should have registered with the Income Tax authorities in India.	PQ_3		
4.	Bidders should have registered with the GST authorities.	PQ_4		
5.	**EXPERIENCE**: The bidder must have minimum 4 years of experience in operating Government Canteens, Institutional Kitchens, Cafeterias, or Food Courts (Private hotel/restaurant experience alone shall not be eligible).	PQ_5		
6.	**LOCAL OPERATIONS :** Must currently operate at least two (2) Government Canteens-cum-Guest Houses within the State of Bihar on the last date of bid submission	PQ_6		
7.	**Financial Turnover**: Minimum Annual overall Turnover of ₹3 Crores (Three Crores) in any one year during the last three completed financial years 2022-23, 2023-24 & 2024-25 (certified by a Chartered Accountant with valid UDIN and date).	PQ_7		
8.	**STATUTORY REGISTRATIONS**: Must possess valid FSSAI, EPF, ESIC Registrations	PQ_8		
9.	ISO Certifications. ➢ ISO 9001:2015, ➢ ISO 14001:2015, ➢ ISO 45001:2018, and ➢ ISO 22000:2018	PQ_9		
10.	The Bidder shall not have been blacklisted/banned/declared ineligible/declared having unsatisfactory performance by any State/Central Government or PSU Organisation or bilateral/ multi-lateral funding agencies or quasi-government for breach of ethical conduct or fraudulent practices ever. (Notorised).	PQ_10		
11.	Authorised signing authority	PQ_11		

7.3. Pre-Qualification Cover Letter

(To be submitted on the letterhead of the Bidder)

Date:

To,

Director, DMILES,
Dashrath Manjhi Institute of Labour and Employment Studies (DMILES),
Labour Resources and Migrant Workers Welfare Department, Patna

Subject: Submission of proposal in response to the RFP for operation, management & maintenance of Institution canteen of DMILES.

Ref: RFP No. :

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the Appointment of Service Provider for the Project "Request for Proposal for operation, management & Maintenance of Institution Canteen of DMILES". We attach here to our response, stop pre-qualification requirements and technical & commercial proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to the Director, DMILES, Dashrath Manjhi Institute of Labour and Employment Studies (DMILES), Labour Resources and Migrant Workers Welfare Department, Government of Bihar, Patna, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not, in whole or in part, mislead the Department in its short-listing process.

We fully understand and agree to comply with the fact that, on verification, if any of the information provided here is found to be misleading, the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree to unconditional acceptance of all the terms and conditions set out in the RFP document, and also agree to abide by this tender response for a period of 180 days from the date of submission of the bid. We hereby declare that in case the contract is awarded to us, we shall submit the performance bank guarantee in the form prescribed in the RFP.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in an absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/corporation/firm/organisation and empowered to sign this document as well as such other documents, which may be required in this connection.

_____

Signature of Authorized Signatory

(with official seal)

Name: Designation: Address:

Telephone &

E-mail address:

7.4. Format to share Bidder's Particulars

Sl. No	Information	Details
1	Name of Bidding firm	
2	Address of the Bidding firm	
3	Firm Registration Number and Year of Registration	
4	Status of Company/institution (Public Ltd., Pvt. Ltd., etc.)	
5	Firm's Service Tax Registration No. (GST)	
6	Firm's Permanent Account Number (PAN)	
7	Name and Designation of all the directors/office bearers of the bidding company/firm/agency/Institute	
8	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP	
9	Telephone number of contact person	
10	Mobile number of contact person	
11	E-mail address of contact person	

Authorized

Signatory Name

Seal

7.5. Format for Declaration by the bidder for not being Blacklisted /Debarred

AFFIDAVIT

(Notorised, to be submitted by the responding firm.)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/S .....
.....
.....has been blacklisted nor has abandoned any work in any government Department, India, nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.

3. The undersigned hereby authorises and requests any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department project implementing agency.

(Signed by an Authorized Officer of the Firm)

_____

Title of Officer

_____

Name of Firm

_____

DATE

7.5 (a) CERTIFICATE AS TO AUTHORISED SIGNATORIES

I_____, the CEO/Company Secretary of M/S_____, certify that__ _____who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date:

Signature:……..
(Name) :……..

(Company Seal)

ANNEXURE III: Commercial Bid Formats

7.6. Commercial Bid Cover Letter

(This form is only indicative. Bidders are requested to quote rates in the excel sheet uploaded with this RFP on eproc2 portal)

- Name of the Work:
- Ref: RFP No. :
- Name of the Bidder:
- Bidders are requested to refer the Section- 5, Clause 5.4 Menu Bar before quoting the rates.

PRICE SCHEDULE

Sl No	Category	Package	Per Unit rate excluding all taxes in Fig	Per Unit rate excluding all taxes in Words	Taxes Extra in %age
01	Breakfast	Package-01			
02	Breakfast	Package-02			
03	Breakfast	Package-03			
04	Breakfast	Package-04			
05	Breakfast	Package-05			
06	Hi-Tea	Package-01			
07	Hi-Tea	Package-02			
08	Hi-Tea	Package-03			
09	Hi-Tea	Package-04			
10	Hi-Tea	Package-05			
11	Hi-Tea	Package-06			
12	LUNCH/Dinner	Package-01			
13	LUNCH/Dinner	Package-02			
14	LUNCH/Dinner	Package-03			
15	LUNCH/Dinner	Package-04			
16	LUNCH/Dinner	Package-05			
17	LUNCH/Dinner	Package-06			
Total Unit Cost(inclusive of all taxes) Sl 01 to 17 in Rs					

1. **RFP terms and Condition shall prevail.**
2. **The sum of per unit rate for item cost from Sl 01 to Sl 17 in total shall be considered as base price for QCBS Evaluation**
3. **Any upward/Downward variation in GST/any other Taxes made by Government during the entire contract period shall be adjusted accordingly by DMILES.**

ANNEXURE IV–Performance Bank Guarantee

For Contract Performance Bank Guarantee

Ref:_____Date:_____

Bank Guarantee No.:_____

To

_____
_____
_____

Email id:_____ Ref:
Dear Sir,

PERFORMANCE BANK GUARANTEE –For "_____
" WHEREAS M/s. (name of Bidder), a company registered under the Companies Act, 2013, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract
dated …….. (Hereinafter, referred to as "Contract") with you for"_____", in the said Contract.

We are aware of the fact that, as per the terms of the Contract, M/s. (name of Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of Rs 300000/- and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.
In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) here by unconditionally and irrevocably guarantee you as under:
In the event of our constituent committing any breach/default of the said Contract and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Rs 300000/- without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decisions to whether our constituent has made any such default(s)/breach (es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold valid till 60 days after completion of the Contract Period, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above-said amount at any point in time commencing from the date of the said Contract until 60 days after the completion of the Contract Period.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand the payment of the above said amount under this guarantee, and we would honour the same without demur.

We hereby expressly waive all our rights: requiring the pursuit of legal remedies against the Department and for notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We, the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid, and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent with intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to Rs 300000/-, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged against us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank, and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our

constituent, during the entire currency of this guarantee. Notwithstanding anything contained here in:

Our liability under this Performance Bank Guarantee shall not exceed Rs 300000/- only. This Performance Bank Guarantee shall be valid only from the date of signing of the Contract to 60 days after the End of the Contract Period; and we are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before 60 days after the completion of the Contract Period.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature or imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws, and we hereby submit to the exclusive jurisdiction of the courts of Justice in India for any suitor action or other proceedings arising out of this guarantee or the subject matter hereof brought by you, may not be enforced in or by such court.

Dated ..... this.....Day 2026.

Yours faithfully,

For and on behalf of the

Bank, (Signature)

Designation
(Address of the Bank)

Note:

i) This guarantee will attract stamp duty as a security bond.

ii) A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

ANNEXURE V - Format to share Bidder's Particulars

(On company letter head)

Sl. No.	Description	Details (to be filled by the responder to the Bid)
1	Name of the company	
2	Official address	
3	Phone No.	
4	Details of Company's Registration (Please enclose copy of the company registration document)	
5	Name of Registration Authority	
6	Registration Number and Year of Registration	
7	GST registration No.	
8	Permanent Account Number (PAN)	

Note: Please submit the relevant proofs for all the details mentioned above along with your bid response.

ANNEXURE VI-Letter of Authorisation

Know by all men by these presents, We _____(Name of the Bidder and address of their registered office) do here by constitute, appoint and authorise Mr./Ms. _____

(Name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____

a sole Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the "_____",

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 Proposal for the said Project.

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 afore said Attorney shall and shall always be deemed to have been done by us.

For_____

Name:
Designation:
Date:
Time:
Seal:
Business
Address:

Accepted,

(Signature) (Name, Title and
Address of the Attorney)

Note:

1.1 The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

1.2 The Power of Attorney shall be provided on stamp paper of appropriate denomination as per the law applicable.

1.3 The Power of Attorney should be supported by a duly authorised resolution of the Board of Directors of the Bidder authorising the person who is issuing this power of attorney on behalf of the Bidder.

Disclaimer

The information contained in this tender or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of the Department or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this tender and such other terms and conditions subject to which such information is provided. This tender is issued by the Department.

This tender is not an agreement and is neither an offer nor an invitation by the Department to the prospective bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation of their Bid pursuant to this Tender. This tender includes statements, which reflect various assumptions and assessments arrived at by the Department in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This Tender may not be appropriate for all persons, and the Department, its employees or advisers can't consider the objectives, technical expertise and particular needs of each party who reads or uses this tender.

The assumptions, assessments, statements and information contained in this tender may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this tender and obtain independent advice from appropriate sources. Information provided in this tender to the bidders is on a wide range of matters, some of which depend upon the interpretation of the law.

The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Department accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The Department its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, and rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this Selection Process. The Department also accepts no liability of any nature, whether resulting from negligence or otherwise, however caused, arising from reliance of any Bidder upon the statements contained in this Tender.

The Department may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender.

The issue of this Tender does not imply that the Department is bound to select a Bidder or bidders, as the case may be, for the Project, and the Department reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Department or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder, and the Department shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

.....x.....