बिहार सरकार
कला, संस्कृति एवं युवा विभाग

Directorate of Museum

Under

Department of Art and Culture
Government of Bihar

Invites
Request for Proposal (RFP)

For
Establishment of Cafeteria at
Buddha Samyak Darshan Museum-Cum-Memorial Stupa, Vaishali

Through EPROC

Date: 28/10/2026

Art and Culture Department, Govt. of Bihar
3rd Floor, Vikas Bhawan, New Secretariat,
Bailey Road, Patna-800015, Bihar (T):0612-2215353 (F):0612-2211619
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1. Background

The Buddha Samyak Darshan Museum-cum-Memorial Stupa, Vaishali, under the Directorate of Museum, Department of Art and Culture, Government of Bihar, is spread over approximately 72 acres. The institution's primary focus is to display the original relic casket of Lord Buddha discovered during the Vaishali excavations, along with other artefacts related to Buddhism. Key attractions include the Stupa, meditation centre, museum, library dedicated to Buddhism, landscaped areas, and two cafeterias, along with a guest house for visitor accommodation.

The museum has been established to preserve, showcase, and promote the life, teachings, and philosophy of Lord Buddha, as well as the rich cultural heritage of Vaishali, a historic and spiritual destination. It attracts a large number of domestic and international tourists, researchers, pilgrims, and dignitaries throughout the year.

2. Objective

The objective of engaging a professional agency for cafeteria services is:

a) To provide clean, hygienic, and affordable food and beverages to visitors, staff, and dignitaries of the museum.
b) To maintain eco-friendly operations by minimizing the use of plastics and promoting sustainable practices.
c) To ensure high standards of service, quality, and hospitality befitting an international-level museum.
d) To create a welcoming environment where visitors can relax, refresh, and extend their stay within the museum complex.
e) To promote local cuisine of Bihar along with standard Indian and international food options, thereby reflecting the cultural identity of the region.
f) To operate the cafeteria in a professional and financially viable manner, ensuring compliance with all statutory, safety, and hygiene standards.

3. Scope of Work

The selected Firm/Agency/Company ("Service Provider") shall be responsible for establishing, operating, and maintaining a fully functional Cafeteria within the premises of Buddha Samyak Darshan Museum-cum-Memorial Stupa, Vaishali.

Area: Cafeteria to be developed inside Visitor Centre, for Space and area located on Drawing Section with tick mark vide Annexure – IV.

Cafeteria Operating Days and Hours: 10.30 AM to 5.00 PM* daily except Monday and other Museum holidays* *.

*and** - may change in due course, as decided by the Director, Museum, Bihar.

The scope of work includes but is not limited to the following:

3.1 Operations & Management

(i) Provide daily cafeteria services during museum operating hours and on special occasions/events as directed by the Directorate of Museum.
(ii) Deploy adequately trained manpower including chefs, service staff, and housekeeping staff in neat and clean uniforms.
(iii) Maintain the cafeteria, dining area, kitchen, storage, and serving counters in clean, hygienic, and safe condition at all times.

3.2 Food & Menu

(i) Provide wholesome, hygienic, and affordable food and beverages including:
   a. Snacks, tea, coffee, juices, and packaged drinking water.
   b. Standard Indian vegetarian meals.
   c. Selected international cuisines to cater to foreign tourists specially food of the Buddhist country.
   d. Traditional Bihari delicacies (e.g., litti-chokha, thekua, khaja) to promote regional cuisine.

(ii) Ensure all food is freshly prepared and served in compliance with FSSAI standards.

(iii) Maintain a menu with price list approved by the Directorate of Museum, ensuring affordability.

(iv) **Catering Services:** The successful bidder shall provide catering services to guests staying at the Guest House, as per their requirements and orders.

(v) The menu and rates shall be mutually decided by the Museum In-charge and the cafeteria operator.

(vi) **Discount on food:** The successful bidder shall provide a 40% discount on food items to the officials and staff of the Department of Art & Culture, Government of Bihar, against the applicable menu rates.

3.3 Hygiene, Safety & Eco-friendly Practices

(i) Use eco-friendly, biodegradable, or recyclable packaging; single-use plastics shall not be permitted.

(ii) Maintain high standards of personal hygiene and grooming of staff.

(iii) Ensure proper waste segregation and disposal as per museum guidelines.

(iv) Install and maintain fly catchers, dustbins, and sanitation facilities in the cafeteria area.

(v) Adhere to all fire safety norms, including availability of fire extinguishers and first-aid kits.

3.4 Infrastructure & Equipment

1. The Service Provider shall arrange and maintain kitchen equipment, utensils, crockery, cutlery, refrigerators, and other items necessary for smooth operations.
2. Furniture and fixtures in the dining area (tables, chairs, counters) must be kept clean, functional, and aesthetically suitable to the museum environment.
3. The Service Provider shall be responsible for the upkeep, repair, and replacement of all equipment used in cafeteria operations.

3.5 Statutory Compliance

1. Obtain and maintain all statutory licenses/permits including FSSAI, GST, Labour Laws, Fire Safety, and other applicable regulations.
2. Ensure compliance with labour laws including minimum wages, ESI, EPF, etc. for all deployed staff.
3. The Service Provider shall indemnify the Directorate of Museum against any claims, damages, or legal disputes arising from cafeteria operations.

3.6 Monitoring & Quality Control

1. The Directorate of Museum or its authorized representative reserves the right to conduct regular inspections to ensure compliance with quality, hygiene, and service standards.
2. Any deviation from approved menu, quality standards, or non-compliance with eco-friendly practices shall attract penalties or termination of contract.
3. The Service Provider must maintain a Complaint/Feedback Register for visitors, to be reviewed by museum authorities periodically.

4. Eligibility Criteria

Sl. No.	Criteria	Requirement	Supporting Documents
1	**Legal Status**	Bidder must be a registered Firm/Company/Partnership/Agency in India with valid PAN, GST, and FSSAI license.	Registration Certificate, PAN, GST, FSSAI License
2	**Experience**	Minimum 3 years' experience in managing cafeterias/restaurants/food courts/catering services.	Supporting documents for experience
3	**Financial Capacity**	Average annual turnover of at least ₹1.00 Crore during last 3 financial years (2022-23, 2023-24, 2024-25).	Audited Balance Sheets and CA-certified Turnover Certificate
4	**Statutory Compliance**	a) Bidder must not be blacklisted/debarred by any Govt. Dept./PSU/Organization. b) EPF, ESI, labour licence	a) Affidavit of non-blacklisting b) Labour License, EPF, ESI
5	**Infrastructure & Manpower**	Capability to deploy trained manpower of at least 30 personnel (chefs, service staff, cleaners) and arrange necessary cafeteria equipment, refrigeration, and eco-friendly packaging.	Undertaking with details of manpower, equipment & infrastructure

5. Instructions to the Tenderers/Bidders for E-Submission of Bids through the E-Procurement Portal

i) The Directorate of Museum, Department of Art and Culture, Government of Bihar, invites E-Tenders in a Two-Bid System (Technical and Financial) from reputed, experienced, and eligible agencies for the "Notice Inviting Tender for establishment of Cafeterias at Buddha Samyak Darshan Museum-Cum-Memorial Stupa, Vaishali". Tender documents can be downloaded from:

- **E-Procurement Portal**: https://eproc2.bihar.gov.in
- **Department Website**: https://state.bihar.gov.in/yac

ii) The tenderers/bidders are required to submit soft copies of their bids electronically through the eProcurement website using valid Class-III Digital Signature Certificates (DSC). Manual/offline submission of bids will not be accepted.

iii) For any technical support related to e-submission or registration, bidders may contact the Help Desk at:

Help Desk (eProcurement Support):
Mjunction Services Limited
RJ Complex, 2nd Floor, Canara Bank Campus,
Khajpura, Ashiana Road, P.S. - Shastri Nagar,
Patna – 800014, Bihar
Email: **eproc2support@bihar.gov.in**
Toll Free: **1800 572 6571**

Working Hours: 8:00 AM to 7:00 PM (All days except Sundays and selected state holidays)

6. Schedule of Bid Process

Sl. No	Information	Details
1.	Download of RFP Document	From eProcurement Portal: https://eproc2.bihar.gov.in Or from Department website: https://state.bihar.gov.in/yac
2.	Bid Submission Process	Through E-Proc Portal
3.	Start Date of Tender	28/10/2026
4.	Pre bid meetings and queries	Physical meeting: 28/10/2026 at 04:00 PM, Venue- Art and Culture Department, Room No. 329, Directorate of Museum, 3rd Floor, Vikas Bhawan (New Secretariat), Nehru Path, Bailey Road, Patna – 800015 **11/11/2026, 6:00 PM via email** at directorateofmuseum@gmail.com
5.	Last Date for Submission of Bids	**27/11/2026, 04:00 PM**
6.	Opening of Technical Bids	**30/11/2026, 12:00 PM**
7.	Opening of Financial Bids	**Will be intimated to the successful technical bidder only**
8.	E-Proc Bid Processing Charges	As per e-Proc Website
9.	Tender Document Fee	₹5,000/- (to be paid via e-Proc Portal)
10.	EMD (Earnest Money Deposit)	₹25,000/- (to be paid via e-Proc Portal)

The **Technical Bid and Financial Bid** must be submitted online within the stipulated time as per the above schedule. It is the sole responsibility of the bidders to ensure timely submission. No offline submission will be entertained under any circumstances.

The **Technical Bids** will be opened in the presence of designated officials at the Directorate of Museum, Department of Art and Culture, Government of Bihar, at **12:00 PM on 30/11/2026**, for evaluation. Only technically qualified agencies shall be invited for the opening of **Financial Bids** via email or telephonic communication.

The Directorate of Museum, Department of Art and Culture, Government of Bihar, reserves the right to accept or reject any or all bids, in full or in part, without assigning any reason. The selection of the successful bidder will be primarily based on the highest financial offer quoted for operating the cafeteria. However, the Directorate reserves the right to assess the bidder's capability to operate the cafeteria efficiently, maintain hygiene, provide quality service, and comply with all statutory and operational requirements. Final award of the contract will be made to the bidder offering the highest price, subject to fulfilment of all eligibility and operational criteria."

7. RFP Document Fees

A non-refundable document fee of **₹5,000/-** (or as per the prevailing rate mentioned on the e-Proc portal) shall be paid online only through the e-Procurement platform. Any proposal submitted without the requisite document fee or with inadequate payment shall be rejected outright and not considered for further evaluation.

8. Earnest Money Deposit (EMD)

i. Bidders are required to submit an Earnest Money Deposit (EMD) of ₹25,000/-(Twenty-five Thousand Only), through the e-Procurement Portal as part of the technical proposal through NEFT/RTGS/Credit Card/Debit Card on E-Proc Portal

ii. Proposals submitted without the EMD will be summarily rejected.

iii. The EMD shall be forfeited under the following conditions:

- If the bidder withdraws its bid during the validity period.
- If the successful bidder fails to sign the contract within the stipulated time period.
- If the successful bidder fails to furnish the required Performance Security within the specified time.
- If the bidder is found to have submitted false or misleading information.

9. Tender Validity

The bid submitted by the participating agency shall remain valid for a minimum period of 90 days from the date of bid submission. Bids with a shorter validity period shall be considered non-responsive and will be rejected.

10. Contract Period and Termination

(i) **Contract Period and Extension:** The initial contract period shall be **three (03) years** from the date of issuance of the **Letter of Intent (LoI)**, which may be further extended by **two (02) years**, subject to satisfactory performance.

(ii) **Termination:**

- The Department reserves the right to terminate the contract at any time, with a one-month prior notice, without assigning any reason.
- During the notice period, the agency must continue full cafeteria operations without disruption.
- At the end of the contract or upon termination, the agency must ensure complete withdrawal of personnel, equipment, and infrastructure from the premises, avoiding any hindrance to the Department's operations.

11. Pre-Bid Queries

The Pre-Bid Meeting will be held physically on 11/11/2026 at 04:00 PM at Room No. 329, Directorate of Museum, 3rd Floor, Vikas Bhawan (New Secretariat), Nehru Path, Bailey Road, Patna–800015, and pre-bid queries may be submitted through email at directorateofmuseum@gmail.com by 06:00 PM on 11/11/2026 in the specified format, queries submitted in any other format will not be entertained.

Sl. No.	Page No.	Section No.	Details as per RFP	Clarification Sought
1				
2				

Note: Pre-Bid queries will only be considered if submitted in the above-mentioned format.

12. Process of Proposal Submission

(i) The bids shall be submitted online at e-Proc website.

(ii) All the pages of the bids shall be numbered and properly index as per the required document briefed under eligibility criteria

(iii) Bids received with inadequate Document Cost/EMD will be summarily rejected.

(iv) Bid documents shall be uploaded/submitted at relevant places on the portal.

(v) The documents uploaded shall be legible, in case document is not legible the same will be rejected.

(vi) Bids not containing requisite document or documents in incorrect formats can be summarily rejected.

13. Technical Bid Evaluation

a) The technical bids shall be evaluated based on the available documents submitted by the Tenderers/Bidders. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Tenderers/Bidders, the Directorate of Museum, Department Art and Culture, Bihar may, at its discretion, ask Tenderers/Bidders for a clarification of their bid. Any clarification submitted by a Tenderer/Bidder that is not in response to a request by the Directorate of Museum, Department Art and Culture, Vikas Bhawan, New Secretariat, Patna, Bihar-800015 shall not be considered. The request of Directorate of Museum, Department Art and Culture, Vikas Bhawan, New Secretariat, Patna, Bihar-800015 for clarification and the response shall be in writing only.

b) If Tenderer/Bidder does not provide clarifications of their bid by the date and time set in the request of the Directorate of Museum, Department Art and Culture, Vikas Bhawan, New Secretariat, Patna, Bihar-800015 for clarification, their bid may be rejected.

c) The tender committee of the department reserves the right to cross-check the correctness of data provided by the tenderers/bidders by making necessary enquiries with the concerned departments and/or by site visits as deemed fit.

d) The technical bid evaluation shall be done based on the fulfillment of the basic eligibility criteria as defined in the RFP clause under Information & Instructions to the Bidders. The agencies are required to provide cross reference details of the supporting documents in claim of each eligibility criteria in the following tabular format

e) The provisions of the Bihar Purchase Preference Policy-2024, as amended from time to time, shall be applicable to all procurement, purchase, and contractual procedures under this tender. The bidders are expected to comply with the relevant rules and guidelines specified therein."

e) The technical bid not meeting the essential minimum criteria or any other requirements as per the e-tender document shall be rejected and corresponding financial application shall not be opened.

f) The Tenderer/Bidder who qualified in the technical evaluation stage shall be intimated about the date & time of financial bid opening through portal.

14. Financial Bid (Price Bid) Opening & Evaluation Procedure

a) The financial bids of all the technically qualified applicants shall be opened on the notified date and time in the presence of technically evaluated applicants/authorized representatives.

b) The price quoted by the respective Tenderers/bidders shall first be scrutinized /checked for compliance with the highest price offer by the bidder for providing cafeteria service.

c) The financial bid evaluation committee shall scrutinize the cost breakup/ justification provided for the service charges quoted by the Tenderer/Bidder and its workability and reasonability.

d) If there is a discrepancy between words and figures, the amount in words shall prevail the bid will be rejected and bidder will be disqualified

e) As per requirement, the L1-quoted rate may be counter-offered to L2 and other participating bidders for consideration.

15. Penalties, Damages, And Conduct

i. **Penalties for Deficiency in Services**

- Minor deficiencies in rendering of services shall attract penalties in the form of deductions from invoices and/or forfeiture of security deposit. The maximum penalty in such cases shall be limited to 10% of the total contract value or the fees paid up to that time, whichever is higher.
- In the case of major deficiencies or non-performance of services, additional penalties may be imposed, depending on the severity of the deficiency.
- The Buddha Samyak Darshan Museum-cum-Memorial Stupa, Vaishali reserves the right to impose penalties (as determined by the Museum authorities) for any serious lapse in quality or services, including but not limited to adulteration of food.
- The bidder shall be solely responsible for any complaints, queries, or actions arising from poor quality or adulterated food.

ii. **Notice for Improvement**

If the Museum Management is not satisfied with the quality of food served, the services provided, or the conduct of the bidder or its employees, 24-hour written notice shall be issued for rectification of defects. Failure to comply within the stipulated time shall entitle the Museum to take such measures as deemed appropriate, including termination of the contract.

iii. Recovery of Claim

The contractor shall be liable to pay any claim made by the Museum Management for deficiencies (both tangible and intangible) in services. The Museum shall have the right to forfeit the security deposit in full or in part to recover damages or dues caused by the contractor.

iv. Damages and Losses

All equipment, furniture, and inventory provided at the site shall remain at the risk and sole responsibility of the contractor. The contractor shall hand over the same in proper condition at the time of vacating or handing over the cafeteria. Any shortfall or damage shall be immediately made good by the contractor through replacement/repair, at its own cost.

v. **Complaints and Feedback**

- The contractor shall maintain a suggestion/complaint box (to be provided by the Museum) for visitors to record their feedback on services.
- The contractor shall also provide guest feedback forms at the counter and compile the responses for review.
- A monthly tabulated report of feedback/complaints, along with action taken, shall be submitted to the Curator, Buddha Samyak Darshan Museum-cum-Memorial Stupa, Vaishali.
- Complaints must be attended to promptly and corrective measures taken to avoid recurrence.

vi. **Misbehavior of Employees**

- All employees of the contractor shall maintain strict discipline and decorum. Use of offensive, abusive, or violent language/behavior is strictly prohibited.
- Smoking and consumption of alcohol within the premises are strictly forbidden.
- Any instance of misbehavior shall entitle the Museum Management to terminate the contract forthwith.
- The contractor shall ensure that its personnel are briefed in advance about the expected standards of conduct, keeping in mind the Museum's international importance.

vii. **Prohibition of Unethical Practices**

- The selected agency shall not engage in bribery, corrupt practices, or any other unethical activity with persons employed at the Museum.
- Violation of this clause shall attract a penalty of ₹5,000/- for the first instance.
- Any subsequent violation shall lead **to** immediate termination of the contract without notice.
- Any personnel deployed by the Contractor who is found to be undisciplined, negligent, or guilty of misconduct shall be replaced by the Contractor immediately, with the prior approval of the Curator.
- The Museum Management reserves the right to direct the agency to withdraw any employee found unsuitable.

viii. **Breakage**

Any damage or breakage to the equipment, fixtures, or inventory entrusted to the contractor, caused due to negligence or misconduct of the contractor's staff, shall be repaired or replaced by the contractor at its own cost.

16. Withdrawal/Amendment to Bid

At any time prior to the last date of receipt of Bids, the Department Art and Culture, may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by an amendment. In order to provide the prospective Bidder with reasonable time to take the amendment into account in preparing their Bids, the Department Art and Culture may/may not at its discretion, extend the last date for receipt of Bids and/or make other changes in the requirements set out in the invitation to RFP. Department Art and Culture reserves the right to withdraw the RFP at any stage without any liability or any obligation for such withdrawal, without assigning any reasons.

17. Preparation and Submission of Proposal

Proposal Preparation Costs

- All costs associated with the preparation and submission of the proposal, including attending pre-bid meetings, technical presentations, and any related correspondence, shall be borne solely by the bidder.

- The Directorate of Museum shall not be responsible or liable for any such costs, irrespective of the outcome of the bidding process.

Language

- All documents must be submitted in English. If any supporting documents are in another language, a certified English translation must be provided. In case of any discrepancy, the English version shall prevail.

Tender Opening

- Bids submitted online by the due date and time shall be opened by a designated committee.
- Representatives of bidders may be present at the time of bid opening and must carry valid ID proof or an authority letter from their organization.

18. Rejection of Application/Bid

The application/ Bid for selection of Agency is liable to be rejected, if:

a) It is not in prescribed form and not containing all required details/information/documents.
b) It is not properly signed.
c) It is received after the due date and time.
d) Bid is received in hard copy instead of e-Proc or by telex, fax, telegram, or e-mail.
e) Bid received without cost of Bid document/EMD.
f) Any other relevant discrepancy.

The Department Art and Culture reserves the right to:

a) To reject any/all application without assigning any reasons thereof
b) To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of the Department Art and Culture without assigning any reasons thereof.
c) To include any other items in the Scope of Work at any time after consultation in the pre-Bid meeting or otherwise during implementation of the scheme.
d) To solicit additional information from Bidders. Additional information may include, but is not limited to, their past performance records, previous assignment details, clarification on submissions, etc.
e) To not accept bid from agency resorting to unethical practices or on whom investigation /enquiry proceedings have been initiated by the Government investigating Agency / Vigilance Cell.

19. Force Majeure

a) For this contract Force Majeure means an event which is beyond the reasonable control of the party.
b) The term **'Force Majeure'** as implied here in shall mean an act of God, War, Civil Riots, Fire directly affecting the performance of the contract, acts and regulations of respective government or two parties, namely the organization and contractor. Both upon the occurrence of such events and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall within 72 hours of the alleged beginning and ending thereof intimate the other party giving full particulars and satisfactory evidence in support of its claim.
c) If deliveries are suspended by Force Majeure conditions lasting for more than 2 (Two) months, the both the parties shall have the option of cancelling this contract in whole or part as its discretion without any liability in its part. Force Majeure shall not include insufficiency of funds and in ability to make any payment required hereunder.

20. Dispute Resolution

If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to Department Art and Culture,

a) First Dispute Resolution authority will be Secretary, Department Art and Culture

b) If the dispute is not resolved under the 1st stage, then, the arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
c) The place of arbitration shall be the ***Patna or under The Jurisdiction of High Court Patna Bihar.***
d) The arbitrator's award shall be substantiated in writing and binding on the Parties.
e) The proceedings of an arbitration shall be conducted in English language.

21. Performance Security / Bank Guarantee

a) The selected Agency must submit a Performance Security in the form of a Bank Guarantee (BG) equivalent to INR 1,00,000/-(One Lakh Only) in the form of DD/Fixed Deposit made in favour of Director Museum, Art and Culture Department, GoB.
b) The Bank Guarantee must be valid for the duration of the event or specified period and any stipulated defect liability period, as required by the Directorate of Museum, Bihar.
c) No interest shall be payable on the Performance Security.
d) The Bank Guarantee shall be enforceable in Favor of the Directorate of Museum, Department of Art and Culture, Bihar, and must be submitted withing 15 days after the acceptance of work order.

22. Rent, Electricity, Furniture and Other Charges

a) **Utilities & Housekeeping Charges:** The successful bidder shall be responsible for paying the electricity charges for the utilised area, furniture maintenance charges, housekeeping charges for the allotted area, sanitary fittings and maintenance charges, and other ancillary charges, on a monthly basis, in addition to the monthly rent and charges for chargeable services.
b) **Payment of Charges:** The aforesaid charges shall be payable by the successful bidder on a monthly basis, as applicable.
c) **Revision of Charges:** The aforesaid charges shall be as per the rates notified or revised by the Directorate of Museum, Bihar, from time to time.

23. Rent

- **Minimum Base Price:** The minimum monthly rent shall not be less than ₹65,000/-
- **Annual Rent Escalation:** The applicable monthly rent shall be increased by 10% annually.
- The tender will be awarded to the bidder quoting the highest financial offer in the Financial Bid (Annexure-V).
- Payment of rent shall be made monthly in advance to the Director, Museum, Bihar, Patna or as directed by the Directorate.

24. Statutory Obligations of the Tenderer (Bidder)

a) The successful bidder shall be responsible for deploying an adequate number of trained/semi-trained manpower for providing efficient and satisfactory Cafeteria/Canteen services at the Buddha Samyak Darshna Museum-cum-Memorial Stupa, Vaishali.
b) All employees engaged by the bidder shall be in sound health and free from any contagious or frequently recurring diseases.
c) Prior to commencement of services, the bidder shall provide to the Museum Management the complete details of all employees proposed to be deployed at the premises. The particulars shall include, inter alia, age/date of birth, permanent address, police verification report, and medical fitness/health profile of each employee.

d) The bidder shall ensure proper discipline, decorum, and orderly conduct of its employees at all times. The employees must not engage in any unlawful or undesirable activity within or outside the premises.

e) The bidder shall issue valid Identity Cards bearing photographs to all canteen/cafeteria staff deployed at the premises. In addition, the bidder shall provide a sufficient number of clean and well-maintained uniforms to its employees and ensure that the staff wear them at all times during duty hours.

f) The bidder shall be fully responsible for maintaining the highest standards of cleanliness and sanitation in and around the cafeteria on a daily basis. This shall include, but not be limited to, cleaning of the kitchen, cafeteria hall, floors, counters, benches, tables, chairs, and all related service areas. The Museum Management shall have unrestricted access to the cafeteria premises, including kitchen and dining areas, at any time for inspection of hygiene and sanitary conditions.

g) The Museum Management reserves the right to appoint its officers/officials for inspection of raw materials, food preparation, and items being sold in the cafeteria. Any defects, deficiencies, or irregularities pointed out during such inspections shall be rectified immediately by the bidder at their own cost.

h) All employees of the bidder deployed at the premises must undergo police verification prior to their engagement at the site.

i) The contractor/vendor shall comply with all applicable labour laws, rules, and regulations, including but not limited to the Minimum Wages Act, Payment of Wages Act, Employees' Provident Funds and Miscellaneous Provisions Act, and other statutory provisions as applicable in the State of Bihar. The contractor/vendor shall be solely responsible for any claims, liabilities, or penalties arising from non-compliance with such laws

23. Other Obligations of the Bidder

a) The bidder shall use only fresh and good quality raw materials for the preparation of all food items.

b) The bidder shall ensure the availability and use of an automatic packing unit for sweets, bakery products, snacks, and other food items, to maintain quality and hygiene standards.

c) The cafeteria vendor shall strictly avoid the use of single-use plastics. Only eco-friendly, biodegradable, or recyclable alternatives shall be used for packaging, serving, and storage. The vendor shall also promote a plastic-free environment through awareness initiatives and sustainable practices.

d) The bidder shall maintain proper hygiene standards at all times, including the mandatory installation and upkeep of fly catchers, so as to provide visitors with a clean, hygienic, and safe dining experience.

e) The bidder shall exercise due care to ensure that no fittings, fixtures, furnishings, or equipment provided by the Buddha Samyak Darshna Museum-cum-Memorial Stupa, Vaishali are damaged during the course of operations. Any damage caused shall be repaired or replaced by the bidder at its own cost, failing which the same shall be carried out by the Museum at the bidder's risk and cost. The decision of the designated officer of the Museum in this regard shall be final and binding on the bidder.

f) The bidder shall not use the cafeteria premises for any activity other than for providing cafeteria/canteen services as permitted under the agreement.

24. Termination of the Contract

a) The contract may be terminated by either party, i.e., the Buddha Samyak Darshna Museum-cum-Memorial Stupa, Vaishali or the bidder, by serving a prior written notice of three (03) months. This period may be extended by mutual consent until alternate arrangements are made. Notwithstanding the above, the Museum Management reserves the right to terminate the contract forthwith, without notice, in the event of any breach of the terms and conditions

of the contract by the bidder. The decision of the Museum Management in such cases shall be final and binding on the bidder, and shall not be subject to objection, dispute, or resistance.

b) Upon termination or expiry of the contract, the bidder shall hand over to the Museum Management all equipment, furniture, fixtures, and articles provided by the Buddha Samyak Darshna Museum-cum-Memorial Stupa, Vaishali in good working condition. In case of any damage or deficiency, the cost of repair or replacement shall be recovered from the bidder's pending bills or security deposit.

24. Checklist of Documents to be Attached with Technical Bid:

Sl. No.	Document Description	Submitted (Yes/No)	Remarks (if any)
1	₹25,000/- towards Earnest Money Deposit (EMD)-online, through -proc only.	☐	
2	₹5,000/- towards tender document fee. (online, through -proc only)	☐	
3	Assessment Order/Certificate of Income Tax for the last three (03) financial years.	☐	
4	Documentary evidence supporting yearly turnover from Cafeteria/Restaurant/Catering or other similar operations.	☐	
5	Copies of all relevant licenses (FSSAI)/permissions required for cafeteria/canteen services.	☐	
6	Tender Document signed on each page by the bidder or authorized signatory (as acceptance of terms & conditions).	☐	
7 (I)	Experience: Number of years of having successfully run cafeterias in offices/organizations/hospitals/public utility places/institutions/educational institutions, with details of beneficiaries.	☐	
7 (II)	Clientele List: Institutions/organizations (past & present) with full addresses and contact details of concerned officers.	☐	
7 (III)	Work Plan: Staff requirement, deployment pattern, and operational details for smooth performance of the contract.	☐	
7 (IV)	Self-declaration/Certificate under oath before Notary confirming that the bidder is not blacklisted, debarred, or terminated by any government/organization. PAN, GST, ITR	☐	
8	All Annexure-I to VI with Annexure A, B, Annexure will be applicable for signing agreement with financially successful bidder	☐	

NOTE: Any other relevant document/paper/or certificate, which bidder wishes to attach *and found essential can also be attached i.e. award for the services, rating, etc*

Annexure -I

To be filled and submitted on the letterhead of the Bidder
Details of bidder participating in the tender (cafeteria services)

Sl. No.	Description	To be filled by the Bidder
1	Name of the Agency / Firm applying for Cafeteria Services	
2	Year of Establishment of the Agency	
3	Registered Office Address (Full Address with PIN Code)	
4	Correspondence Address (Full Postal Address for Communication)	
5	Telephone Number(s) with STD Code	
6	Contact Person Name & Mobile Number	
7	E-Mail ID of the Agency	
8	Website (if any)	
9	Nature of Entity (Proprietorship / Partnership / Pvt. Ltd. / Ltd. Company etc.) *(Attach copy of Partnership Deed / Certificate of Incorporation, as applicable)*	
10	Name(s) of Proprietor / Partners / Directors with Address & Contact Numbers	
11	Technical & Service Staff Proposed to be Employed for Cafeteria Operations *(Attach separate sheet with details of staff strength, roles, and qualifications/experience in food & beverage services)*	
12	Annual Turnover from Catering / Cafeteria / Restaurant Services for Last Three Financial Years (2022–23, 2023–24, 2024–25)	
13	PAN of Bidder (Attach copy)	
14	GSTIN of Bidder (Attach copy)	
15	Valid Trade License for Running Cafeteria / Food Services (Attach copy)	
16	FSSAI License Number for Food Services (Attach copy)	
17	Bank Solvency Certificate (Attach a letter from the banker)	
18	Details of Past Experience in Running Cafeteria / Canteen / Restaurant Services in Government Departments / Public Institutions / Organizations / Museums / Educational Institutions / Hospitals *(Attach separate sheet with names, addresses, period of contract, number of persons served, and contact details of concerned officers for verification)*	
19	Details of Ongoing Contracts (if any) for providing Cafeteria / Canteen Services	
20	Details of any Civil Suit / Litigation arisen in contracts executed during the last 5 years or currently ongoing *(If yes, furnish contract name, employer, nature of work, contract value, work order & date, and brief details of litigation)*	
21	Declaration of not being debarred / blacklisted / barred by any Government Department, PSU, or Institution (Attach notarized declaration)	

Authorized Signatory: _____
Name & Designation: _____
Seal of the Agency: _____
Date: _____

Annexure -II

Declaration of not being blacklisted / debarred
(To be submitted on the letterhead of the tenderer)

I/We, [Name of the Bidder / Agency], having registered office at [Full Address], do hereby solemnly declare and certify the following for the purpose of participating in the tender for providing Cafeteria Services at Buddha Samyak Darshna Museum-cum-Memorial Stupa, Vaishali:

1. That I/We have not been blacklisted, debarred, or barred from participating in any tender or contract by any Central/State Government Department, Public Sector Undertaking, Autonomous Body, or any other institution in India.
2. That I/We have not been terminated or had services stopped prematurely in any previous contracts for reasons related to non-performance, misconduct, or unethical practices.
3. That all information and documents submitted in support of this declaration are true, correct, and genuine.
4. That in the event of any information being found false or incorrect, I/We understand that the tender submitted by us may be rejected, and the Buddha Samyak Darshna Museum-cum-Memorial Stupa, Vaishali shall have the right to take any appropriate action, including forfeiture of EMD/security deposit and/or blacklisting.

We understand and accept the terms of this declaration.

Authorized Signatory: _____
Name & Designation: _____
Seal of the Agency: _____
Date: _____

Annexure -III

Annual financial turnover of the bidder

(to be submitted on the letterhead of the tenderer / agency)

Sl. No.	Financial Year	Turnover	Auditor / Chartered Accountant Certificate Attached (Yes/No)
1	2022–2023		
2	2023–2024		
3	2024–2025		

Total Turnover for Last Three Years: _____

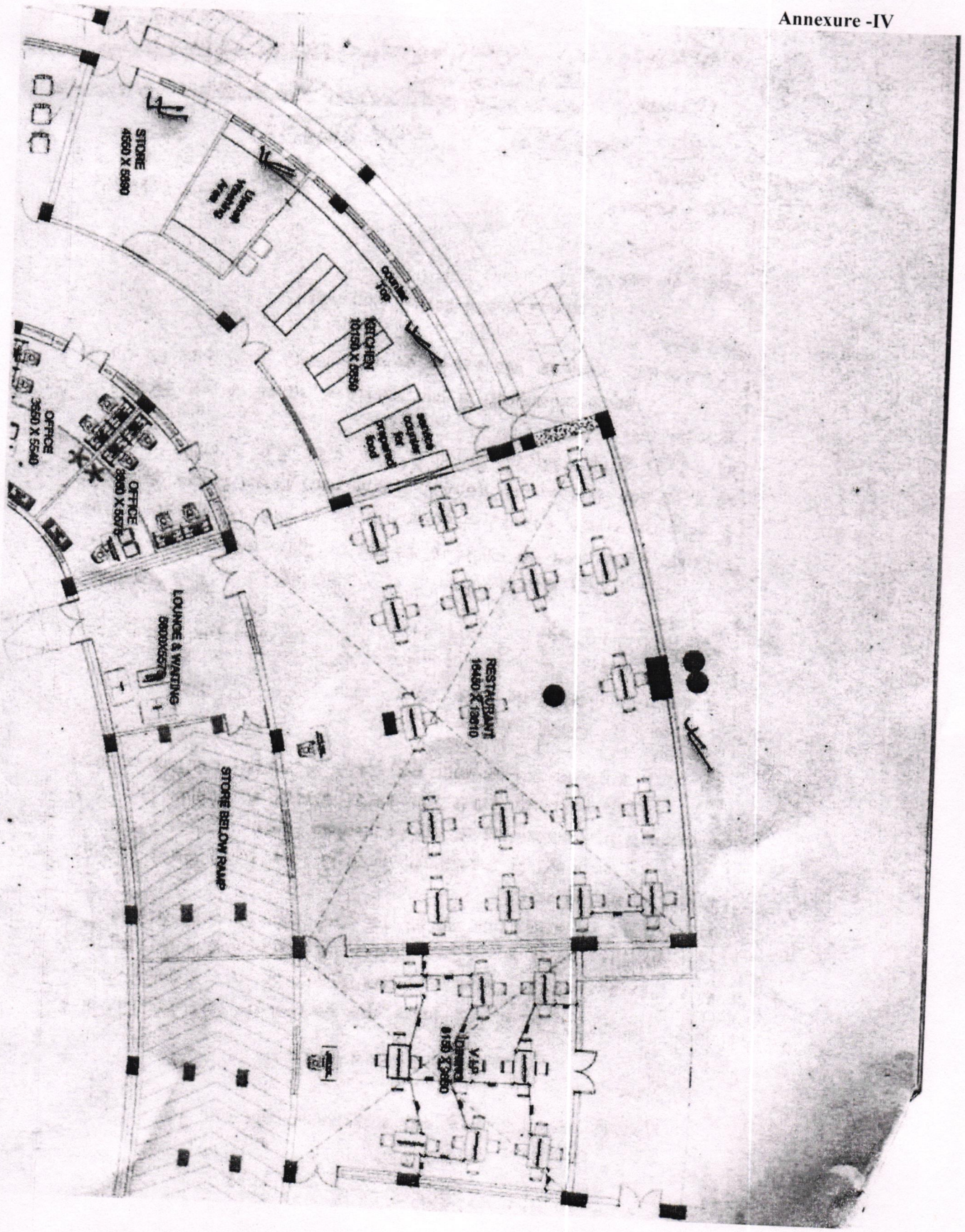
Certification by Chartered Accountant / Auditor:

I hereby certify that the above-mentioned turnover figures are true and correct as per the audited accounts of [Name of the Agency / Firm] for the respective financial years.

Name of Chartered Accountant / Auditor: _____
Membership No.: _____
Seal / Signature: _____
Date: _____

UDIN: _____

Annexure -IV


STORE
4550 X 5580
COUNTER TOP
KITCHEN
10150 X 6580
OFFICE
3650 X 5540
OFFICE
3660 X 5570
LOUNGE & WAITING
5600X5570
RESTAURANT
16450 X 13610
STORE BELOW RAMP

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Annexure -V

Work experience of the bidder in cafeteria / canteen / catering services

(to be submitted on the letterhead of the tenderer / agency)

Sl. No.	Name of Client / Organization	Type of Institution (Museum / Office / Hospital / Educational / Others)	Period of Contract (From – To)	Number of Persons Served / Average Footfall	Contract Value (INR)	Contact Person (Name, Designation, Phone / Email)	Remarks / Special Achievements
1							
2							
3							

Total Number of Years of Experience in Cafeteria / Catering Services: _____

Declaration:

I/We hereby certify that the above information is **true and correct** and can be verified by the respective organizations.

Authorized Signatory: _____

Name & Designation: _____

Seal of the Agency: _____

Date: _____

Annexure – VI

Bihar Government
Department of Art and Culture
Directorate of Museum, Bihar

Tender for cafeteria inside the visitor center
Buddha Samyak Darshan Museum-cum-Memorial Stupa, Vaishali

Financial bid

S.N.	Working Space	Rate per month to be paid to the Buddha Samyak Darshan Museum-cum-Memorial Stupa, Vaishali
1	Cafeteria inside the Visitor Centre (Restaurant area, kitchen area, utensil washing area and 01 Store room area)	
Rate In words		

Name of Firm / Agency: _____

Authorized Signatory: _____

Seal of the Firm / Agency: _____

Date: _____

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Annexure -A

LETTER OF TRANSMITTAL

From:
(Name & Complete Postal Address of the Applicant)

To:
The Director
Directorate of Museum, Art and Culture Department
3rd Floor, Vikas Bhawan, New Secretariat,
Patna – 800015

Subject: Submission of Prequalification for Cafeteria Services at Buddha Samyak Darshna Museum-cum-Memorial Stupa, Vaishali

Sir,

Having examined the details given in the invitation for prequalification published in the newspapers and the prequalification document for the above-mentioned work, we hereby submit our prequalification documents.

1. We hereby certify that all statements made and information supplied in the enclosed forms **[Form No. __ to __]** and accompanying statements are true and correct.
2. We have furnished all information and details necessary for prequalification and have no further pertinent information to supply.
3. We submit the requisite **certified solvency certificate** and authorize the **Buddha Samyak Darshna Museum-cum-Memorial Stupa, Vaishali** to approach the issuing Bank to confirm the correctness thereof. We also authorize the Museum to approach individuals, employers, firms, and corporations, and to visit the works completed by us in the past or in progress at present, to verify our competence and general reputation.
4. We submit the following certificates in support of our suitability, technical know-how, and capability for having successfully completed the following works:

Sl. No.	Name of Work	Certificate/Form Attached
1		
2		
3		
4		

Enclosures: As mentioned above

Date of Submission: _____

Signature of Applicant: _____
Name & Designation: _____
Seal of the Applicant: _____

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ANNEXURE–B

FORMAT FOR PERFORMANCE CERTIFICATION

(To be furnished separately for each individual work by the employer for whom the work was executed)

1. **Name of the Contract & Location:** _____

2. **Agreement No.:** _____

3. **Scope of Contract:** _____

4. **Contract Cost (INR):** ₹_____

5. **Date of Start:** _____

6. **Period of Contract:** From _____ To _____

7. **Amount of Compensation Levied, if any:** ₹_____

Performance Report

Sl. No.	Performance Parameter	Excellent	Very Good	Good	Fair
(i)	Quality of Food	☐	☐	☐	☐
(ii)	Resourcefulness / Service Efficiency	☐	☐	☐	☐

8. **Compliance with Statutory Requirements:** ☐ Yes ☐ No

Seal of Organization: _____

Date: _____

Signature of Responsible Authority: _____

Name & Designation: _____

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ANNEXURE – C

FORMAT FOR PERFORMANCE CERTIFICATION

(To be furnished for each individual work by the employer for whom the work was executed)

1. Name of the Contract & Location: _____

2. Agreement No.: _____

3. Scope of Contract: _____

4. Contract Cost (INR): _____

5. Date of Start: _____

6. Period of Contract: From _____ to _____

7. Amount of Compensation Levied, if any: _____

Performance Report

S.No	Parameter	Rating (Tick one)
(i)	Quality of Food	☐ Excellent ☐ Very Good ☐ Good ☐ Fair
(ii)	Resourcefulness / Service Efficiency	☐ Excellent ☐ Very Good ☐ Good ☐ Fair

Compliance of Statutory Requirements: ☐ Yes ☐ No

Seal of Organization: _____

Date: _____

Signature of Responsible Authority: _____

Name & Designation: _____

Dhij & 8 June '2019

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ANNE XURE -C

Draft agreement

To be jointly signed by the curator, Buddha Samyak Darshna Museum-cum-Memorial Stupa, Vaishali and the bidder
for running cafeteria inside the visitor center
(to be signed on a stamp paper of Rs. 1000/- to be purchased by the bidder)

This Agreement is made on this ___ day of _____ 20__, between **BUDDHA SAMYAK DARSHNA MUSEUM-CUM-MEMORIAL STUPA, VAISHALI** (hereinafter referred to as "Museum") of the first part, and Shri/Mrs/Ms. _____ (hereinafter referred to as "Caterer") of the second part for running the **cafeteria inside the Visitor Centre**.

Whereas it is desirable to grant a contract (not being a lease) to the Caterer to **sell, prepare, and serve items as per the approved menu**, the parties agree as follows:

Terms and Conditions

1. The Caterer is granted the contract to run the Visitor Centre Cafeteria for a period of three years(extendable for further two years based on satisfactory services), under the terms & conditions of the Tender Document. The Tender Document, Letter of Award, and this Agreement shall be read together. The contract is terminable on three-month notice by either party.
2. Menu rates shall be fixed in consultation with the Museum authorities.
3. All items served shall be wholesome, hygienically prepared, and cooked in a clean atmosphere. Museum authorities may inspect the kitchen and take samples of raw, semi-prepared, or fully prepared items at any time.
    - If any item is found defective or unfit for consumption, the Museum may:
      (i) Issue warning and/or
      (ii) Dispose of the items and require fresh stock, without compensation.
    - Repeated violations may attract financial penalties or termination of contract. The Caterer shall be responsible for complaints arising due to low quality or adulteration.
4. The menu items shall be approved by the Museum.
5. No additions or alterations are permitted in the premises allocated for cafeteria services.
6. The Caterer shall maintain cleanliness and hygiene in the premises and surrounding areas at all times and shall be responsible for periodic pest and rodent control.
7. Proper disposal of garbage and leftover material is the responsibility of the Caterer. Recycling of waste is encouraged.
8. Any fines or penalties imposed by Health Department or other statutory authorities for non-compliance shall be borne entirely by the Caterer.
9. The Caterer shall pay electricity & water charges of as per consumption per month to the Museum.
10. Rent shall be paid as per the Financial Bid: Rs. _____ per month (inclusive of GST).
11. Caterer's staff shall dress appropriately, maintain discipline, and be polite, sober, and honest. All employees must be police-verified and medically fit.
12. The Museum reserves the right to review contract performance. If unsatisfactory, the Museum may terminate the contract after giving three-month notice; immediate termination is allowed for serving undesirable commodities.

13. The Caterer shall not transfer or assign any part of this contract. Termination may occur on the death or insolvency of the Caterer.
14. Possession of the premises remains with the Museum at all times; no interest in the premises is conferred to the Caterer.
15. LPG for cooking shall be arranged by the Caterer.
16. The Caterer shall be responsible for upkeep and maintenance of equipment provided by the Museum; damages shall be repaired at the Caterer's cost.
17. The Caterer shall maintain a Suggestion Book for recording guest feedback; Museum authorities may inspect it anytime, and approved suggestions shall be implemented promptly.

Note:
All clauses, terms, and conditions not specifically mentioned in this agreement shall remain as per the Tender Document / Request for Proposal (RFP) and shall be binding on the Caterer.

In Witness Whereof, the parties hereto have set their hands to this agreement on the day and year first above written.

Signed and delivered by	**Countersigned by**
Caterer (Bidder)	Curator, Buddha Samyak Darshna Museum-cum-Memorial Stupa, Vaishali
Name & Designation:	Name & Designation:
Signature & Seal:	Signature & Seal:
Date:	Date: