

Request for Proposal (RFP)

for

**Operation and Maintenance of BSTDC Properties across various
locations in Bihar**



Bihar State Tourism Development Corporation Ltd.,

(A Government of Bihar undertaking)

Sikh Heritage, Bhavan, Daroga Rai Path, Patna- 800001

Phone :- +91-612-2222622 Fax No:- 0612-2506218

Web: <https://bstdc.bihar.gov.in> E-mail: contactbstdc@gmail.com

	Bihar State Tourism Development Corporation Ltd. A Government of Bihar Undertaking.				
NOTICE INVITING E-TENDER For					
Tender for Properties of Bihar State Tourism Development Corporation Ltd., (BSTDCL) On "As is Where is" basis at Various Locations across Bihar.					
NIT. No:-13/17/H&C/Esstt/23-24/3154/26 Date: - 23.09.2026					
(Through e-procurement mode only – www.eproc2.bihar.gov.in) - Bihar State Tourism Development Corporation Ltd. (BSTDC) a nodal agency for executing tourism infrastructure projects in the state of Bihar, India, intends to execute tourism infrastructure projects at its tourism potential locations. - Bihar State Tourism Development Infrastructure Ltd. (BSTDC Ltd.) invites e-bids from eligible experienced Private Ltd. company/Public Ltd. Company/JV/Firm/ Consortium /Proprietorship/others for execution of properties as given below :-					
SL. No.	Name of properties	Bid processing Fees (Non-refundable)	Bid Document Cost (Non-refundable)	Bid Security (EMD)	Contract Duration
1	View Point Restaurant at Kamla River Front Jhanyharpur (Madhubani)	590.00	5000.00	20,000.00	10 Years
2	Restaurant at Mainika Mann Jheel, Mushahari Block (Muzaffarpur)	590.00	5000.00	20,000.00	10 Years
3	Dharmshala at Sidhi Ghat, Simariya (Begusarai)	590.00	5000.00	20,000.00	10 Years
4	Guest House, Mandar Hill (Banka)	590.00	5000.00	20,000.00	10 Years
5	Cafeteria at Kajha Kothi (Purnia)	590.00	5000.00	20,000.00	10 Years
6	Tourist Facility Center, Near Kesaria, Kesaria (East Champaran)	590.00	5000.00	20,000.00	10 Years
7	Hotel Nagarjun Vihar, Barabar (Jehanabad)	590.00	5000.00	20,000.00	10 Years

- Place & Date of Pre-bid meeting : Date 12.10.2026 time 3.00 PM.
- Date of downloading of bid document : BSTDC office, Sikh Heritage, Bhavan, Daroga Rai Path, Patna- 800001
- Last date and time for receipt of bids on eproc2. : From 01.10.2026 to 22.10.2026 up to 3.00 PM
- Time and Date of opening of technical bids : Through website: www.eproc2.bihar.gov.in
- Time and Date of financial bids : Date 23.10.2026 Time 3:00 PM.
- Place of bids validity : Through website: www.eproc2.bihar.gov.in
- Period of bids validity : 180 days
- Officer inviting bids : General Manager (O & F), BSTDCL
- For participating in E-tendering process, the contractor shall have to get themselves registered to get user ID, Password and Digital signature. This will enable them to access the website www.eproc2.bihar.gov.in and download/participate in E – tender. All tender queries related to this tender shall be communicated at contactbstdc@gmail.com
- (i) **Bid processing fees/ Bid document cost to be paid through online mode i.e. Internet payment gateway (Credit/Debit Card), Net Banking, NEFT/RTGS.**
 (ii) Bids along with necessary online payments must be submitted through e-procurement portal www.eproc2.bihar.gov.in before the date & time specified in the NIT. The department does not take any responsibility for the delay/Non availability of internet connection, Network Traffic/Holidays or any other reasons".
- The detailed eligibility criteria can be seen in the tender document. The tender documents can be obtained through website www.eproc2.bihar.gov.in
- EMD should be paid through online mode i.e. Internet payment gateway (Credit/Debit Card), Net Banking, NEFT/RTGS or by BG. of any scheduled banks payable in favor of Bihar State Tourism Development Corporation Ltd, Patna Original BG will have to be deposited in the office of **General Manager**, Bihar State Tourism Development Corporation Ltd, Sikh Heritage, Bhavan, Daroga Rai Path, Patna- 800001 before opening of technical bid.
- The bidders are requested to check their file size of uploaded documents at the time of submission & they should ensure that work file is uploaded If they feel that the complete file is not uploaded then they should click on cancel & update the same before submission The bidders should satisfy themselves of download ability/visibility of the scanned & uploaded file by them.
- The bidder must use File size should be less than 5 MB and should be in PDF or JPEG formats.
- No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last hour's technical snags.
- Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.
- The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc, in the online standard formats given for respective tenders in e-Procurement website (www.eproc2.bihar.gov.in) at the respective stage only The bidders shall upload the legible scanned copies of all the relevant certificates, documents etc, in support of their eligibility criteria/technical bids and other certificate/documents in the e-Procurement website The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.
- All the information/corrigendum/addendum related to the project shall be published on the website www.eproc2.bihar.gov.in. The Authority shall have the right to reject the bid partially or fully without assigning any reason what so ever.
- For any information **Sri Gaurav Kumar, Manager Hotel & Lease, Mobile No. 8544418405** can be contacted.
- Further details of works can be obtained from the office of General Manager. For clarification, regarding the E –tendering process, please contact e-proc2.0, Helpdesk, Mjunction services Ltd., R.J. Complex, 2nd floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. – Shastri Nagar, Patna-800014, Bihar. Toll free No:- 18005726571, Email Id: eproc2support@bihar.gov.in.

Sd/-
 General Manager
 (Operation & Finance)
 BSTDCL

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1. Background and other Information

Bihar State Tourism Development Corporation Ltd. (BSTDC), herein known as “the **Authority**” is engaged in focused development of tourism across the state, and as a part of this endeavor, the authority has decided to appoint management operators to run their Hotels, Restaurant etc.

2. Definitions

In this tender document, unless the context otherwise requires or provides for, the following words and expressions shall have the meanings as are hereinafter respectively assigned to them:

- a. “Authority” or “BSTDC” shall mean Bihar State Tourism Development Corporation Ltd., Patna
- b. “Turn-over” means the aggregate value of the realization of amount made from the sale, supply, or distribution of goods or on account of services rendered, or both by the company during a financial year
- c. “Bid” shall mean the technical and financial bids/ proposals submitted by a Bidder
- d. “Bidder” shall mean such person/ **Private Ltd. company/ Public Ltd. Company/Joint Venture/Firm/ Consortium/ Proprietorship/others** submitting an application/ bid pursuant to the tender
- e. “Bid Due Date” shall mean the last date for submission of Bids
- f. “Business Day” shall mean such day on which the offices of the Bihar Government are open for work
- g. “Letter of Award” shall mean the letter issued to the Successful Bidder by BSTDC.
- h. “License Fee” shall mean the annual lease value payable to the authority. The License fee shall be subject to a 5% increase every year.
- i. “Management Contract” or “Management Agreement” shall mean the contract which shall be executed between authority and the successful bidder or bidders
- j. “Successful Bidder” or “Preferred Bidder” shall mean the Bidder whose Bid has been accepted by authority and has been issued a letter of award.
- k. “Technical Requirement” shall mean the technical conditions, as set out in **Section 6**, that are to be satisfied by a bidder
- l. “Tender” shall mean this tender document issued by authority along with all annexes and schedules hereto and any other information/documents attached hereto and shall also include any modifications, amendments, alterations or clarifications thereto Issued from time to time.
- m. “Registered Agreement” shall mean the joint Venture / Consortium agreement registered with the concerned authority as per applicable laws and it should have its legal impact.

3. Instructions to Bidders

- 3.1 Sealed tenders are invited from the experienced Hotel/Restaurant owners/operators or any other similar facility operator having support of professional staff with proven track record of Hotels, Restaurant which fulfill the technical requirements.
- 3.2 Tender can be downloaded from **www.eproc2.bihar.gov.in** tenders before the Bid due date. The bidders are requested to submit the bid processing fee, tender fee and EMD as per the value and mode mentioned in NIT and all bidders are required to follow the bidding process as mentioned in this tender document.
- 3.3 A bidder can bid for one or more than one Hotel, Restaurant /cafeteria Property. The bidders must submit separate Bids for each Property along with separate RFP cost and EMD and other information as mentioned in this tender document.
- 3.4 The Bidders are advised to physically visit and inspect, all the existing facilities, availability of machineries, equipment, tools, cutlery, crockery, building and premises as such, etc. that may be necessary for preparing the bid and for entering into a contract for execution of the works before submission of the tender. No complaints on the available facilities will be entertained at a later date.
- 3.5 Physical bids shall not be accepted. Bids received after the bid due date shall be rejected and shall be returned unopened.
- 3.6 In the event a qualified bidder wants to withdraw the bid, the EMD of such bidder shall be forfeited.
- 3.7 Bidders are advised to fill all information clearly and legibly in typed format.
- 3.8 The EMD's of all unsuccessful Bidders (other than such Bidders whose Bids have been rejected/fail in test of responsiveness/have submitted incomplete bids) will be refunded, without any interest, after the Letter of Award has been accepted by the successful bidder.
- 3.9 The EMD will not carry any rate of interest.
- 3.10 As per evaluation process mentioned in section 5 of this tender, the qualified bidder that has been declared as successful bidder/ preferred bidder shall be issued the Letter of Award for each property listed in this RFP.
- 3.11 The successful bidder shall be required to submit the Letter of Acceptance to the authority within 15 days of issuance of Letter of Award. Failing which the Letter of Award shall stand withdrawn without any liability on BSTDC and the EMD of such bidder shall stand forfeited.
- 3.12 The successful bidder shall be required to sign the Management Agreement within 15 days of acceptance of Letter of Award. The successful bidder shall be liable to fulfill the following obligations as a precondition of signing of Management Agreement:
- 3.13 'License Fee' as quoted by the bidder shall have to be paid in advance

- 3.14 Submission of requisite unconditional Bank Guarantee/Demand Draft equivalent to 'License Fee' which shall be renewed every year with an increase equivalent to the increased license fee.
- 3.15 Failing to fulfill the aforementioned obligations, the Letter of award shall stand withdrawn without any liability on BSTDC and the EMD of such bidder shall stand forfeited.
- 3.16 Bidders should note that BSTDC shall have the right to forfeit the EMD and blacklist such bidders from participating in any future tenders issued by BSTDC for a term of 3 years who:
- I. Withdraw their Bid after their technical bid has been accepted, or
 - II. Once selected fail to execute the Management Agreement within 15 days from the date of receipt of the Letter of Award, or within the extended period, if any,
 - III. Conceal any material information or make incorrect and misleading statements or misrepresent facts in their Bid, or
 - IV. Try to influence BSTDC or any of its officials in relation to the evaluation of bids.
- 3.17 Bids shall remain valid for a maximum period of 180 days from the bid submission date.
- 3.18 BSTDC reserves the right to accept or reject any bid at its sole discretion and without assigning any reason at any time.
- 3.19 BSTDC may, at its sole discretion, extend the bid due date and amend the tender by amending the tender documents. In such a case, all rights and obligations of BSTDC and bidders previously subject to the bid due date will thereafter be subject to the bid due date as extended.
- 3.20 During evaluation of bids, BSTDC may, at its discretion, ask a Bidder for further clarifications through additional supporting documents or information. The request for clarification and the response thereto shall only be in writing. The Bidder shall have to reply to the clarification within 7 Business days from the date of receipt of the request failing which the bid of such a bidder shall be rejected.
- 3.21 Any entity who is a defaulter in Payment of Management Fee / other dues to BSTDC, has been blacklisted by BSTDC or other Govt. dept. /Organization/ Corporation, or is having any current or pending litigation including Arbitration in any court or tribunal against the BSTDC as on date of Advertisement of the Tender shall not be allowed to participate in bid
- 3.22 For participating in E-tendering process, the bidders shall have to get themselves registered to get user ID, Password and Digital signature. This will enable them to access the website www.eproc2.bihar.gov.in and download/participate in E – tender. All tender queries related to this tender shall be communicated at contactbstdc@gmail.com

- 3.23 (i) Bid processing fees (e-procurement fee) to be paid through online mode i.e. Internet payment gateway (Credit/Debit Card), Net Banking, NEFT/RTGS.
- (ii) Bids along with necessary online payments must be submitted through e-procurement portal www.eproc2.bihar.gov.in before the date & time specified in the NIT. BSTDC does not take any responsibility for the delay/Non availability of internet connection, Network Traffic/Holidays or any other reasons".
- 3.24 Bid document cost should be paid by demand draft of any scheduled banks payable in favor of Bihar State Tourism Development Corporation Ltd, Patna Original Bank Draft will have to be deposited in the office of General Manager (GM), BSTDC, Sikh Heritage, Bhavan, Daroga Rai Path, Patna- 800001. Similarly, EMD shall be paid in the form of Demand Draft/ Bank Guarantee of any scheduled banks payable in favor of Bihar State Tourism Development Corporation Ltd, Patna shall be deposited in the office of GM, BSTDC.
- 3.25 The bidders are requested to check their file size of uploaded documents at the time of submission & they should ensure that work file is uploaded If they feel that the complete file is not uploaded then they should click on cancel & update the same before submission The bidders should satisfy themselves of download ability/visibility of the scanned & uploaded file by them.
- 3.26 The bidder must use File size should be less than 5 MB and should be in PDF and JPEG formats.
- 3.27 No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last hour's technical snags.
- 3.28 In exceptional circumstances, the competent authority, BSTDC may solicit the Bidder's consent to an extension of the period of validity.
- 3.29 Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.
- 3.30 The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc, in the online standard formats given for respective tenders in e-Procurement website (www.eproc2.bihar.gov.in) 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 certificate/documents in the e-Procurement website The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

- 3.31 BSTDC may reject a proposal at any stage if it is found that the firm recommended for award has indulged in corrupt or fraudulent activities in competing for the contract in question and may also declare a firm ineligible or blacklist the firm, either indefinitely or for a stated period of time, if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- 3.32 Notwithstanding anything contained in this RFP, BSTDC reserves the right to accept or reject any Proposal and to annul the bidding process for one or more properties and reject all Proposals at any time, without any liability or any obligation for such acceptance, rejection, or annulment, without assigning any reasons.
- 3.33 BSTDC reserves the right to reject any Proposal if, at any time, a material misrepresentation made by a Bidder at any stage of the bidding process is discovered.

4. General Terms & conditions

1. The Properties of BSTDC as advertised in the NIT and detailed (**Only mentioned is Annexure 3: Details of BSTDC Properties**) in this RFP will be handed over to selected management operator on '**AS IS WHERE IS CONDITION**'.
2. The Contract period given in the RFP for each property shall not be extended in any circumstances after completion of the period specified in the contract.
3. This RFP also lays down the minimum criteria for maintenance and upkeep of the properties which are detailed in Annexure 3. **The bidders are expected to visit the properties and assess the conditions and required changes prior to submission of proposals.**
4. The operator may carry out repairs to the existing furniture & fixtures and other improvements with written approval of BSTDC.
5. The operator shall not be allowed to construct, extend, or bring any structural changes in the property. Any repairs or refurbishment work planned has to be informed prior to start of such work and prior approval must be taken from BSTDC. The operator shall maintain the building in good condition and shall be liable to bring in all furniture, electrical fixtures and other fixtures required for operations of the property premise. The expenditures incurred on the improvement repairs etc. shall be exclusively borne by the operator and no reimbursement shall be made. All such repairs refurbishment done and immovable and movable property thus created (including all permanent or temporary structures and materials/furniture etc.) Shall become the property of BSTDC at the end of the lease period or in case the agreement is terminated owing to any default of the lessee and no compensation of such movable or immovable property /items shall be given to lessee.
6. The operator shall be given the rights to operate the property only. The operator shall be responsible to put up signage mentioning name as per the following template:

Properties name as per mention in NIT (A unit of Bihar state Tourism Development Corporation Ltd.) run by _____ (name of Brand) (As case may): but the logo and name of BSTDC should be displayed as main Gate, Reception and at various relevant place.

7. The signage shall be back lit and shall be placed at (i) At site; (ii) 1 km from Site and (iii) 5 km from site. All signage designs shall have to be approved by Authority. The operator shall bear the license/permission fee of the municipal Corporation/ Municipality /Nagar Panchayat.
8. The operator will have to remit the 'License Fee' for the first year in full within 15 calendar days from the date of receipt of acceptance of Letter of Allotment. Further relaxation of due date will not be entertained at any cost.
9. The operator shall take over the Hotels, Restaurant property within **30 days' time** from the date of receipt of allotment order (s), failing which BSTDC shall have the right to cancel the allotment order and forfeit earnest money deposited.
10. **In case of any improvements required prior to the operationalization of the property**, the operator shall be given a Gestation period of **maximum time of three months** for completion of these tasks. Such period shall not be considered for calculation of '**License Fee**' period if the operator takes prior approval of BSTDC within 30 days' time from the date of receipt of allotment order.
11. The operator must submit the Security deposit and 1st year 'License Fee' within 15 calendar days from the receipt of allotment order. In such the operator is allowed to carry out any improvement work in the property, such period of additional exemption shall be excluded from the lease period for the purpose of calculation of 'License Fee'. In such case the 1st year for the purpose of license fee shall start from the date of commercial operations of the property or the end of exemption period, whichever is earlier and the license fee for 1st year shall be payable on pro rate basis for the remainder of 1st year.
12. Under special circumstances, the period of exemption for carrying out the improvements and other works, may be extended by a maximum of 90 more calendar days, with prior permission of Managing Director, BSTDC.
13. The '**License Fee**' shall be paid annually in advance and shall be as per the financial quote committed. The fee shall be increased by 5% every year for the period of operation. Year wise enumeration is advised For example: - 1st year –A, 2nd year –A+5% of A, 3rd year- A+10% of A, 4th year- A+15% of A, ... and the delay in payment of "License Fee" shall cost a penalty of 2.5% per month. If the operator fails to pay the 'License Fee' within 30 days from the date of start of year during the project duration, the authority will have right to cancel the agreement and forfeit the bank guarantee. The management operator shall be liable to vacate the premise with immediate effect failing which authority shall have the right to evict the operator.
14. The Management Agreement is for a period as mentioned in the NIT from date of allotment of the Work.
15. For lease/license of property, Security Deposit will be in form of Demand Draft/ Bank Guarantee in favor of Bihar State Tourism Development Corporation Limited, payable at Patna. Amount of Security Deposit (Performance Security) will be equivalent to 'License Fee' for the first year.
16. The Management operator shall have to bear the cost of registration of the lease-deed/ agreement.
17. Lessee/Licensee shall submit periodic reports, including details of improvements carried out prior to the operationalization of the property. The operator shall maintain all records in the pre-established templates and submit to the Authority at the end of each month.

18. Beautification & temporary structure of hotel done by lessee on his own cost will be the asset of BSTDC. On completion of lease period or prior termination no cost or compensation shall be payable.
19. The Security Deposit will be in-cashed by the authority in case of non-payment of 'License Fee' or any other dues payable to the authority or any other statutory payments payable to respective authorities. Upon such encashment and appropriation, the operator shall, within 30 (thirty) days thereof, replenish the Security Deposit through a fresh Demand Draft/ Bank Guarantee as the case may be, failing which the authority shall have the right to terminate this agreement with immediate effect.
20. In case of default in 'License Fee', submission and renewal of Security Deposit or breach of the term & condition of the agreement, BSTDC shall have the right to terminate this agreement blacklist the bidder for a term as considered appropriate by BSTDC and to forfeit the security deposit and re-enter the premises and resume possessions & operation of the property. The decision of Managing Director, BSTDC shall be final and binding upon both the parties.
21. The Security Deposit shall be unconditional, and the operator shall not raise any protest or demur or the BSTDC shall not be called upon to prove damages etc. as a condition precedent for invoking the Security Deposit.
22. All rates, taxes as applicable on the 'License Fee', Urban land tax and property tax, assessments, charges, claims, consent fee levied by the pollution control board, demands and out goings shall be borne by the operator. The operator shall bear all the capital & Revenue expenditures without seeking any reimbursement from the BSTDC.
23. The operator should obtain necessary licenses for food under prevention of food and adulteration Act and other services from the Local Health Authority or concerned authority.
24. After the expiry of Management Agreement period, the operator shall surrender possession of all movable and immovable items/articles/properties, including superstructure as then exists.
25. At the end of the lease period, the lessee shall not be allowed to take with them any movable or immovable property /items/structures. Any and all electrical fittings, bathroom fittings, flooring etc. shall not be removed but shall be replaced if damaged at the time of handing over. BSTDC shall not be liable to pay for any claims against the same to the lessee.
26. The Authority shall have the right to inspect the premises and also the books of accounts, etc. of the management operator at any time. Management operator may be required to submit the accounts as and when directed by the authority, which the management operator cannot deny and the same shall be provided by the management operator within a reasonable time not later than 10 days.
27. The building, furniture and Hotels, Restaurant shall be insured against natural hazards by the operator and a copy of the policy Bond shall be submitted in the office of BSTDC well in time.
28. The operator shall not encumber the BSTDC Hotels, Restaurant property by way of pledge, hypothecation, mortgage, charge, lien, lease, leave and license or in any other manner. The operator shall not raise any kind of finance or funding in the name of property under any conditions whatsoever. The operator will be allowed to use the property on Right-to-use' basis

29. The operator has to confine his activities only within the specified area handed over to him and for running the business of hotels & Restaurants.
30. If the management operator chooses to exit the contract agreement, the management operator shall be liable to serve a **6 months'** notice to BSTDC. On acceptance of the notice period by BSTDC, management operator shall be allowed to exit. However, BSTDC shall forfeit the Security Deposit in this case. The management operator shall ensure that the property remains operational during the notice period and vice versa.
31. BSTDC if finds at any time any type of activity at licensed property which is against the framed laws at that time and violation of terms of agreement, shall terminate the made contract after giving a notice of 1 (One) month.
32. In case the Management Contractor commits breach of any of the terms and conditions and stipulation herein contained on the part of the operator to be observed and performed, then BSTDC shall issue a notice in writing (by Registered Post) to the operator to set right or rectify the breach or omission of any of the terms and conditions. In case of noncompliance on the part of operator within 30 days of the receipt of such notice, this agreement, at the option of the BSTDC, may be terminated. Fixed deposit/NSC in such case shall be forfeited and operator shall have to vacate the property. In case of breach in payment of management fee in stipulated time, the Authority shall have right to forfeit the security deposit, blacklist the operator for a term as considered appropriate by BSTDC and to forfeit the security deposit and re-enter the premises and resume possessions & operation of the property. The decision of Managing Director, BSTDC shall be final and binding upon both the parties.
33. In case of any dispute, the parties shall at first try their best to settle the entire dispute arising out of or in connection with this contract amicably. Any dispute not settled amicably within 30 days after receipt of request of amicable settlement will be referred to a sole Arbitrator appointed with mutual consent or in accordance with the provisions of the Arbitration and Conciliation Act 1996 and the parties agreed to abide by the decision of the Arbitrator. All the arbitration shall be subject to the courts of Patna Jurisdiction
34. The operations of restaurant including the kitchen, stores and other food handling areas should be as per the Food Safety and Standards Act (FSSA) 2006, Food Safety and Standards Rules 2010 and various Food Safety and Standards regulations as applicable from time to time. The operator shall be solely liable for any damages/criminal liability consequent to violation of any of the provisions of FSSA, 2006 or any issue arising out of food contamination, poisoning and related issues and licensee is alone liable to all third-party claims.
35. The management operator shall have to maintain high standards of cleanliness, courtesy and manners by his staff and shall set high standards of quality of food and hygiene, serving standards and the directions of BSTDC shall be liable to be complied with in this regard.
36. The management operator shall arrange for cooking gas at his own name at all times.
37. The management operator shall make payment of electricity and water based on actual consumption at hotel, restaurant, kitchen, store and toilets. The proof of payment of electricity and other like nature dues shall be kept safely and submitted to BSTDC every month.

38. The management operator shall deploy adequate number of qualified and experienced persons like supervisors, cooks, waiters, attendants, etc. to ensure efficient and high standards of services. All staff members should be provided with Uniforms. Management operator shall be liable to comply with the labour Law, P.F. E.S.I, etc in relation to the establishment.
39. The management operator must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The management operator shall engage only such workers, whose antecedents and character have been thoroughly verified and after police verification and other formalities. Police verification certificate shall be produced for each worker engaged by the operator.
40. The representative appointed by BSTDC shall conduct monthly/ quarterly inspections or anytime as per the direction of MD, BSTDC of the properties and shall have the authority to verify and certify the quality of services as per the prescribed criteria and industry norms. The inspection shall cover overall condition of the property including interior and exterior paint, furnishing, electrical and plumbing, drainage and landscaping etc., quality and quantity of food, cleanliness and hygiene, safety and security and other aspects specified in the agreement, to be provided by the operator. If the operator fails to provide the satisfactory services, Operator shall be liable to be terminated.
41. The operator is allowed to charge market driven rates/tariffs and other revenues from the facilities.
42. The operator shall undertake clearing of any choking in the drainages, manholes, etc., removal of beehives and cobwebs/ honey webs from the property and its premises, cleaning and sweeping of roof tops with brooms/ mechanized sweeping, cleaning of signage. All dust bins shall be properly cleaned from in and outside and should be emptied at the end of the shifts on regular basis.
43. The operator shall ensure collection, screening, and segregation of dry and wet garbage area. The successful bidder shall also ensure the segregation of bio-degradable, non-biodegradable and hazardous waste. Appropriate disposal as approved by applicable authority shall be the responsibility of the management operator. The management operator shall in no way harm the environment of the place.
44. The operator shall render services in all the shifts, throughout the year, including Sundays and holidays as per the requirements.
45. The operator shall operate the cafeteria property and the restaurant in Hotels, Restaurant etc. on continuous basis throughout the Management Agreement period (16 Hours a day at least, 365 days a year). The operator should operate the Rooms in Hotel/Restaurant on continuous basis throughout the Management Agreement period (24 hours, 365 days a year for rooms). If the operator fails to run it accordingly, BSTDC shall issue a notice to the operator and reserves the right to cancel the agreement and forfeit the Security Deposit.
46. The hotel properties must have a fully functional restaurant/ cafeteria with the availability of menu items. The services shall not be limited to the restaurant area only, but the operator shall mandatorily also cater to the room services. The operator shall prepare and serve food and beverage in the restaurant and rooms.

47. Guest Rooms and toilets, public areas, staff toilets, terrace, backyard, and premises, etc. used by the guests/ employees shall be kept clean and hygienic round the clock and it should also be renovated and maintained in high standards level at all the time.
48. Licensee will provide 50% discount on all facilities/activities to the property as per direction of Managing Director (BSTDCL).
49. The operator shall obey all the rules and regulations of forest, environment and noise pollution and other extant and applicable rules and regulation at that time.
50. The operator shall mandatorily have silent generator set for stand by electricity at their own cost.
51. The management operator will not indulge in sale of prohibited drinks, liquors to the guest inside the Hotels and Restaurant and shall abide by the Bihar Prohibition an Excise Act 2016. If found in contravention, BSTDC shall cancel the agreement with immediate effect. All common areas, reception, restaurant etc. of hotels and entire Restaurant shall be no smoking zone and Tobacco free zone.
52. Any dues against the management operator shall be recovered by Bihar and Orissa Public Demands Recovery Act, Money Suit and /or other available remedy.
53. In case of any difficulty in carrying out the term of the agreement or in case of any difficulty in interpretation of any provision of this agreement the decision of the Managing Director BSTDC shall be final & binding.
54. BSTDC reserves the right to establish new facilities and attractions within the premises of Property. The lessee will have no right to restrict such development and must provide access and extend cooperation to BSTDC and its officers, vendors, and other authorized persons for such work. BSTDC may operate these facilities on its own or through agencies selected for this purpose. However, BSTDC shall not be liable to make any payment or share the receipts from the revenue of such facilities with the lessee in this regard. Any claim made by the lessee on any income and/ or items pertaining to this show shall be held invalid.
55. The operator shall set up required equipment at its own cost to ensure that the entire property is under 24*7 CCTV surveillance.

5. Technical Evaluation Parameters (Criteria) for Shortlisting of Bidders

The bidder's competency and capability shall be evaluated on the basis of below mentioned mandatory technical eligibility criteria:

A. For Properties with Lease period of 10 years

1. Bidder can be a Private Limited company/Public Ltd. Company, partnership firm, proprietorship, Registered Joint Venture (JV)/ Consortium or other established as per the applicable laws of the country of its origin.
2. In case of in joint venture (JV)/ Consortium the bidder shall submit the JV/ Consortium agreement between bidding entities to specify the scope of work assigned to each partner. Also, the lead party must be duly mentioned in the agreement. JV/ Consortium agreement should be registered as per applicable laws.
3. The average annual turnover of the bidder/ lead bidder in case of JV or Consortium shall be minimum of INR 50 (Fifty) lakhs for preceding three financial years including the year ending 31st March 2025. CA certificate must be submitted as proof of Turnover.
4. The bidder/ at least one of the partners in Joint Venture/ Consortium shall have experience of operating Hotel/Guest House and restaurant/Cafeteria having capacity of 20 Pax during last preceding three years. Respective documents showcasing ownership, license and work order of operations to be submitted along with property details showcasing the size of the property in terms of number of hotel rooms, restaurant & Cafeteria capacity.
5. PAN, GST and Food License Certificate/ FSSAI License Certificate, Character Certificate.
6. Bidder shall provide latest self-attested Certificate of not being blacklisted by Central/ State Government or PSU.
7. Pending Litigation: The bidder or any member of the JV/ consortium shall not have any current or pending dues/ litigation including arbitration in any court or tribunal against the BSTDC.

6. Evaluation Process

a. **Opening of Bids**

1. The authority shall open the Technical Bids on the date, place and time mentioned in RFP/Tender document and in the presence of the Bidders who choose to attend.
2. The authority will subsequently examine and evaluate the bids in accordance with the provisions set out in the tender. Subject to the terms of this tender, the bids received shall be evaluated sequentially in the following three steps:
 - Stage 0: Test & Responsiveness
 - Stage 1: Evaluation of Technical Bid
 - Stage 2: Evaluation of Price Bids
3. It is hereby clarified that Technical Bids of only those bidder(s) who qualify Stage 0 shall be considered for evaluation in Stage 1.
4. On evaluation of Technical Bids, respective assessment towards eligibility criteria shall be conducted. Only those bidders who are found eligible as per the eligibility criteria shall be considered for price bid opening and the price bids of only those Bidders shall be opened.
5. The bidders are informed that qualification of bidders will be entirely at the discretion of the authority. The bidder will be deemed to have understood and agreed that no explanation or justification on any aspect of the bidding process or selection will be given.

6. Any information contained in the bid shall not in any way be construed as binding on the authority, its agents, successors or assigns, but shall be binding against the bidder if the project is subsequently awarded to it on the basis of such information.
7. In case any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the authority may, in its sole discretion, disqualify the bidder from the evaluation of the respective Bidder's Eligibility Bid.

b. Stage 0: Test of Responsiveness

Prior to evaluation of the documents contained in the Technical Bid, the authority shall determine whether each bid is responsive to the requirements set out in this tender. A bid shall be considered responsive only if:

- I. It is received as per the formats prescribed in the section 8 of the tender.
- II. It is received within Bid due date including any extensions thereof.
- III. It contains information in formats same as those specified in this Tender
- IV. It contains the necessary documentary proof as specified in the checklist mentioned in Section 7.
- V. It does not contain any condition or qualifications, and it is non-responsive in terms hereof.

c. Stage 1: Evaluation of Technical Bids

In Stage 1 of bid evaluation, only those technical bids which are found to be responsive under Stage 0 would be opened for assessing their qualification for Technical Criteria. The assessment towards technical evaluation shall be carried out as stated in Section 5. Those applicants who are found eligible in technical evaluation shall be considered as qualified bidders and only their Bids shall be considered for price bid opening.

d. Stage 2: Evaluation of Price Bid

The evaluation criteria for Price Bid shall be based on highest annual license fee offered by the Bidder to BSTDC. In case,

BSTDC may cancel the bid and call for fresh proposals where BSTDC finds that the highest annual license fee quoted by the bidders is less than the expected value as per prevailing market rates.

7. Checklist for Technical Bid

Bids must be accompanied with the following documents:

- a. Cover letter stating details about the applicant and location of bids
- b. Index page marking the flow and contents of the bid
- c. Documentary proof, where applicable, as evidence of satisfaction of the Technical and Financial requirements as stated in section 5
- d. Earnest Money Deposit ("EMD") per location as per details provided in NIT
- e. Tender fee as per details provided in the NIT
- f. In case of individual bidders, a certified true copy (attested by a notary) of identity proof shall be submitted. Acceptable identity proofs are Indian passports, Voter IDs and/or Ration Cards. Bids that do not contain the above documents, where relevant, shall be summarily rejected.

8. Schedule 1: Technical Bid Format

Section 1:

- 1.1. Cover Letter introducing Name of Organization, core work area, experience, and location of Bid(shall must be as per prescribed format annexed in NIT)
- 1.2. Affidavit cum Declaration stating fulfilling the technical and financial capabilities and showcasing commitment towards sharing correct information as submitted as part of tender **(same should be on a stamp paper signed by the authorized signatory)**
- 1.3. Copy of tender document, with each stamped and manually signed

Section 2:

- 2.1 Work Orders of the respective ownership/management operator
- 2.2 In reference to the above submitted details, details of size of property in terms of Area, capacity for Restaurant/Cafeteria/Banquets/No of rooms and/or any other
- 2.3 Details of Turnover: Financial Statements and CA Certificate

Section 3:

- 3.1 Tender Fee and EMD in formats specified in the NIT

9. Format of Letter of Award

ON THE LETTER HEAD OF BSTDC

Dated: _____

To,

.....

.....

**Re: Tender for Property owned by Bihar State Tourism Development Corporation Ltd., Patna
at various locations across Patna.**

Sub: Letter of Award

Dear Sir/Madam,

We refer to the bids submitted by you in relation to the tender for Management Contract of Hotel, Restaurant and Cafeterias of the Bihar State Tourism Development Corporation Ltd., Patna ("BSTDC").

----- (Name of the property Capitalized terms used but not defined herein shall have the same meaning as assigned to such term in the Tender.)

We are pleased to inform you that based on the Price Bid submitted by you we hereby award you the right to manage the following Hotel/Restaurant/cafeterias, details of which are set out below:

[Insert details of the Hotels, Restaurant/ Cafeteria]

You are directed to undertake all steps so as to cause and ensure that you are able to sign the Management Agreement within 15 Business Days from the date of acceptance of this Letter, failing which this letter shall stand withdrawn and terminated.

You are also directed to take all necessary steps to ensure operation of the Hotels, Restaurant/cafeterias as case may be within _____ Business Days from the date of signing of Management Agreement.

Thanking You,

Yours faithfully,

For and on behalf of the Bihar State Tourism Development Corporation Ltd., Patna

MANAGING DIRECTOR

10. Schedule 2: Format for Price Bid

The format will be available on procurement website at the time of filing of bids. The Price Bids shall not be submitted along with the Technical Bids. It shall be submitted only through e-proc website. If the Price bids are submitted with the technical bids, it will lead to disqualification of the Bidder.

11. Format for Covering letter (Letter of Application)**(Shall be submitted on letter head of the Bidder/ Lead Member of Consortium)**

Date: _____

To,

Managing Director,
Bihar State Tourism Development Corporation Ltd., Patna
R- Block, Beer Chand Patel Path Patna.


 Passport Size Photo
Sub: **Submission of Application for** [Name of Property]

Sir,

We are submitting our application for in response to the 'RFP for Selection of Agency for Operation and Maintenance of BSTDC Properties across various locations in Bihar' issued by BSTDC

1. We have gone through all the information and terms and conditions given in the tender document including addendum and Corrigendum, if any.
2. We are submitting this application for the following properties from the list mentioned in Annexure 3:

S. No	Property Name	Place

(Add more rows, if required)

3. We confirm that we have submitted separate Document Fee and EMD, as applicable, for each property provided in table at S. No. 2 above.
4. The required general information and details along with supporting documents are enclosed along with this application. The undersigned declares that the statements made, and the information provided herein are complete, true, and correct in all aspects. This application shall be valid for 180 days from the application due date.
5. We acknowledge that BSTDC will be relying on the information provided in this application and the documents accompanying such application for pre-qualification of the applicants for the aforesaid project, and we certify that all information provided in the application and in the Appendices and Annexure are true and correct, nothing has been omitted which renders such information misleading and all documents accompanying such Application are true copies of their respective originals.
6. We are submitting this proposal in individual capacity/ Joint Venture/ Consortium **(Tick relevant option)**

7. I/ We declare that I/we am/are not a member of a/any other consortium applying or submitting any other application for the RFP.
8. All the required documents as per format provided in appendices of the Tender document, duly signed, are enclosed.
9. I/We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by BSTDC/ Authority in connection with the selection of Bidders, selection of the Bidder, or in connection with the Selection/ Application Process itself, in respect of the above-mentioned Project.
10. I/we agree and undertake to abide by all the terms and conditions of the tender document.
11. We also understand that:-
 - a. BSTDC is not bound to accept the application of any applicant, either in part or in full. If BSTDC rejects any application or does not shortlist any applicant, it may do so without assigning any reasons thereof.
 - b. This is an initial application and does not entitle us to receive any documents or to be invited to Financial Bid for the Project
 - c. BSTDC has the right to change or alter the details of the project or scope of work
 - d. BSTDC reserves the right, in its absolute discretion, at any stage without prior notice and without giving any reasons, terminate further participation in the Application process by any party, change the structure, procedures and timing of the Application process, alter the terms of participation in the Application process at any stage of the Application process and to suspend or terminate the Application process.

For _____

(Sign and stamp)

(Authorized signatory)

Name

Place:

Date:

12. Format for Affidavit cum Declaration

(Same shall be on Rs 1000 Non Judicial Stamp Paper / Franking and to be Notarized and signed by the authorized signatory)

UNDERTAKING

To,
Managing Director,
Bihar State Tourism Development Corporation Ltd.
R- Block, Beer Chand Patel Path Patna.

I _____ Aged, S/o having permanent residence at _____ solemnly affirm that I
as _____ of the _____ bidder and the person duly authorized to submit the
bid state that the information and documents submitted by me in the Technical Bid are true and
correct and complete to the best of my knowledge and I shall be responsible in law for any mis-
representation and wrong information

Solemnly Affirmed on this __ day of _____

Annexure 1: Mandatory requirements in BSTDC Properties

- a. Exterior and Interior Painting must be carried out regularly
- b. Proper Landscaping must be maintained
- c. Furniture and Fixtures according to requirement
- d. Broken glasses and unfinished surfaces must be repaired
- e. Room furnishing (panels, wardrobe, furniture, bathroom etc.) should be maintained
- f. Room AC and TV must be in good working condition
- g. Floor Tiles and Ceiling should be in good condition.
- h. RO/ UV based Water Purifier and Solar energy for hot water
- i. Electric equipment, Lights must be in working condition and must be replaced where required
- j. Maintenance of all electrical and plumbing work
- k. False ceiling and Wallpapers must be maintained properly

Annexure 2 - Guidelines for Operation/Maintenance of Hotels, Restaurant

I. General

- Hotels, Restaurant should be open seven days of a week.
- Proper Security 24 hours

II. Restaurant

- All Hotel properties must have a fully functional restaurant with the availability of food items as per the Menu card. The restaurant should cater to both in-house guests and other visitors.

III. Kitchen

- Daily germicidal cleaning of floors
- Clean utensils and hygienic washing and drying of cooking utensils, crockery, cutlery and glassware. Kitchen should be full equipped with gadgets like Microwave Oven, Aqua guard facilities, Electric Chimney having requisite capacity of suction, vacuum cleaner, etc.
- AG marked / stander premium Oil usage in cooking. Other raw material usage also to be AG / FPO marked.
- Storage containers for the raw material should be airtight.
- Proper ventilation system
- First-aid training for all kitchen staff.
- Filtered drinking water
- Garbage to be segregated-wet and dry.
- Adequate working platform for checking activities.
- Adequate number of shelves for keeping utensils.
- Running hot and cold water.
- Hand Gloves and cap for kitchen staff, if any

IV. Public Areas

- Public Telephone and Internet Facility
- Proper signage highlighting particular area/ usage

V. Shops

- The operator shall support BSTDC in case BSTDC opts to set up Handicraft and other shops in the hotel

VI. Staff Quality

- Sufficient No. of smart, courteous, disciplined, and clean staff in clean uniforms.

VII. Common Toilets

- Cleaning of the area in every 2 hrs.
- A washbasin with running water, a mirror, a sanitary bin with lid, separate for gents and ladies with hand towels.
- Adequate numbers of Toilet fresheners.
- One W.C. brush per toilet seat.
- Guest toiletries including liquid soap to be provided
- Hand dryer to be provided in every toilet block near wash basin.

VIII. Safety & Security

- Cleaning of the area in every 2 hrs.
- Security arrangement.
- Fire and emergency procedure notices displayed.
- Provision for emergency exit.
- Fire extinguisher should be installed at appropriate places.

IX. Eco-friendly Practices

- Waste Management - In addition to adhering of Bihar Pollution Control Board (BPCB) norms on waste management, the Operator must use suitable of collection and disposal of solid waste emanating from the facility.

X. Park/ Garden

- Park/Garden should be maintained properly
- Separate Staff (Gardener) be provided for maintenance of Garden/Park.

Annexure 3 : Details of BSTDC Properties

SL. No.	Name of properties	Details	Contract Duration
1	View Point Restaurant at Kamla River Front Jhanjharpur (Madhubani)	Restaurant, Parking Area, Deck Area,	10 Years
2	Restaurant at Mainika Mann Jheel, Mushahari Block (Muzaffarpur)	Restaurant etc.	10 Years
3	Dharmshala at Sidhi Ghat, Simariya (Begusarai)	Ground Floor- Hall-2, Dormitory-2, VIP Room-2, Kitchen-1, Store Room, Clock Room, Toilet block, Electrical room-1. 1 st floor- 6 Rooms, 5 Rooms with attached bathroom, Toilet block 2 nd floor-10 Rooms, 6 Rooms with attached bathroom, Toilet block	10 Years
4	Guest House, Mandar Hill (Banka)	Ground floor- 04 Rooms with balcony. 1 st floor-08 Rooms with balcony, 2 nd floor-08 Rooms with balcony, Dining Hall, Kitchen, Dormitory	10 Years
5	Cafeteria at Kajha Kothi (Purnia)	Cafeteria etc.	10 Years
6	Hotel Nagarjun Vihar, Barabar Jehanabad	07 Non Ac Room, Dormitory-02, (10 Beds) Kitchen, Parking	10 Years