


F.No. 17020/34/2018-SCD-VI/DAIC
Government of India
Ministry of Social Justice & Empowerment
Department of Social Justice & Empowerment
(Dr. Ambedkar International Centre)

Shastri Bhawan, New Delhi
Dated: 8th October, 2018

INVITATION OF BIDS FOR EMPANELMENT AS OUTDOOR CATERING SERVICE
PROVIDERS FOR DR. AMBEDKAR INTERNATIONAL CENTRE (DAIC)

Dr. Ambedkar International Centre (DAIC), Department of Social Justice & Empowerment, Ministry of Social Justice & Empowerment, Government of India, invites bids under two bid system (Technical and Financial bids) for empanelment of firms for providing catering services to the clients of Dr. Ambedkar International Centre, 15, Janpath New Delhi from reputed, financially sound and firms having experience in running Hotel/Canteen / Cafeteria/Outdoor catering services as per the following schedule: -

S.No.	Items	Description
1.	Scope of work	As given in Para B. of RFP
2.	Availability of Bid Document	The bid document can be downloaded from the websites: www.socialjustice.nic.in
3.	Start Date of Issuance/Sale of RFP/ bid document.	08.10.2018 at 11:00 A.M.
4.	Last Date of Submission of queries	18.10.2018
5.	Pre-bid Meeting Date and Time	22.10.2018 at 3:00 P.M.
6.	Issue of Corrigendum	29.10.2018
7.	Last date for submission of RFP/ bids	19.11.2018 upto 11:00 A.M.
8.	Date and Time of opening Technical bid	19.11.2018 upto 03:00 P.M.
9.	Date of opening of Financial Bids	Will be communicated to technically qualified bidders.
10.	Earnest Money Deposit	Rs.50,000/- in the form of Demand Draft drawn in favour of "Pay & Accounts Officer", Ministry of Social Justice & Empowerment, payable at New Delhi.
11.	Address for Submission and opening of bids.	Director, DAIC, Dr. Ambedkar International Centre, 15, Janpath, New Delhi.


(B.K. Singh)
FA, DAIC

A.INSTRUCTION and GUIDELINES TO BIDDERS FOR SUBMISSION OF BID

1. Please read the Terms & Conditions carefully before filling up the document. Incomplete Tender Documents will be rejected.
2. Before submitting the tender, details of documents to be attached may be verified from the Check List given at Annexure-I of the Tender Document.
3. All pages of the Tender Document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the Terms and Conditions of this Tender. Duly filled in tender form should be supported by "Letter of Transmittal" as at Annexure-II of the Tender Document.
4. DAIC reserves the right to obtain feedback from the previous/present clients of the Tenderer and also depute its team(s) to inspect the site(s) at present contract(s) for on-the-spot first-hand information regarding the quality of food and services provided by the Tenderer. Decision of DAIC with regard to award of the contract will depend upon the feedback received by it from the previous/ and present clients and also from its team(s) deputed for the purpose. The decision of the DAIC in this regard will be final and binding on all bidders.
5. Tender shall be submitted in DAIC's official tender form only. If submitted in any other Manner, the same shall be summarily rejected.
6. Tenders received without the prescribed Earnest Money Deposit (ENID) of Rs.50,000/- (Rupees Fifty thousand only) shall be rejected. No paper shall be detached from the Tender Document.
7. The name and address of the bidder shall be clearly written in the space provided for the purpose and no over-writing, correction, insertion shall be permitted in any part of the tender unless duly countersigned by the bidder. The tender should be filled in and submitted strictly in accordance with the instructions contained herein, otherwise the Tender is liable to be rejected.
8. The bids are to be submitted in two parts -
 - (i) Sealed Technical Bid (as per format at Annexure-III), along with a Demand Draft for Rs.50,000/- (Rupees Fifty thousand only), drawn in favour of PAO, Ministry of Social Justice & Empowerment, New Delhi payable at NEW DELHI, towards Earnest Money Deposit (EMD) in one sealed envelope super-scribed "TECHNICAL BID FOR EMPANELMENT AS OUTDOOR CATERING SERVICE PROVIDER AT DAIC" Tender Document received without EMD will be summarily rejected.
 - (ii) Sealed Financial Bid (as per format at Annexure-IV) placed in a separate envelop super-scribed. "FINANCIAL BID FOR EMPANELMENT AS OUTDOOR CATERING SERVICE PROVIDER AT DAIC".
9. The above mentioned two sealed envelopes should bear the name and complete postal address of the bidder. Sealed envelopes containing Technical Bid and Financial Bid should be placed in a bigger envelop super-scribed "BID FOR EMPANELMENT AS OUTDOOR

CATERING SERVICE PROVIDER AT DAIC, NEW DELHI". This bigger envelop, bearing the name & complete postal address of the bidder, should be addressed to the Director, DAIC, 15, Janpath New Delhi and deposited Dr. Ambedkar International Centre, 15, Janpath New Delhi on or before **11.00 AM on 9th November, 2018**. Tenders received after due date & time shall not be accepted.

10. The Financial bid and EMD submitted by all bidders should be valid for at least for a minimum period of six months from the date of opening of Technical Bids.

11. Person signing the bid or other documents connected with tender must clearly write his/her name and also specify the capacity in which signing.

12. The DAIC reserves the right to reject any or all the tenders without assigning any reason

13. Before submitting the filled-in Tender Document to the DAIC, the bidders may seek clarification(s), if any, during the pre-bid meeting.

14. The DAIC reserves the right to change any condition of the tender before opening of the Technical Bids.

15. The successful bidder will have to enter into an agreement with the DAIC before commencement of providing the catering services.

16. Canvassing in any form will make the tender liable to rejection

17. Conditional tender will not be accepted and will be rejected outright.

18. **Disqualification of bids**:-The bid is liable to be disqualified if 1) Not submitted in accordance with the prescribed forms. 2) During the validity period, or its extended period, if any, the Bidder increases his quoted prices. 3) The Bidder qualifies the bid with his own conditions. 4) Bid received after due date and time. 5) Bid not accompanied by all requisite forms and supporting documents. 6) Information submitted in Technical bid is found to be misrepresented, incorrect or false accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any. 7) Awardees of the contract qualify the letter of acceptance of the contract with his conditions. 8) Bidders may specifically note that while processing the tender documents, if it comes to our knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form a cartel resulting in delay / holding up the processing of tender, then the Bidders so involved are liable to be disqualified for this contract as well as for a further period of two years. 9) No Bidder will be allowed to withdraw after submission of the bids; otherwise the EMD submitted by the bidder would stand forfeited. 10) In case of successful bidder declines the offer of contract, for whatsoever reason(s) the EMD submitted by the successful bidder would stand forfeited.

19. **Period of Bid validity** - Opening of Bids:- Validity of Tender Bids will be for six months. Bids will be accepted on or before specified date and time only. No Bids will be accepted after the above deadline. No bid shall be rejected at bid opening, except for late bids. Opening of

only the Technical Bids shall be done first. After Technical evaluation, the Commercial bids of only those technically qualified will be taken up for further price evaluation.

20. **Duration of the Contract:**-The offers are invited only for the purpose of empanelment, which would be valid for a period of two years. Extendable by another period of one year. If, at any time, during the performance of the contract, the tenderer encounter conditions impeding timely delivery of goods and performance of service, then they should promptly notify DAIC, in writing, of the fact of the delay, the cause of delay and its likely duration. DAIC shall evaluate the situation and at its discretion extend the suppliers time for performance and the decision of DAIC would be final and binding.

21. **Correction of Errors:**-Bidders are advised to exercise greatest care in entering the rates in their commercial bids. No excuse that mistakes have been made or requests for rates to be corrected will be entertained, after the date and time of submission of bids. Corrections, if any, should be initiated by the person signing the tender forms before submission, failing which the rates for such items may not be considered. Arithmetic errors in bids will be corrected as follows. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate will governed. 3) Where there is a discrepancy between the amount mentioned in the line item total and the total bid amount resulting from the addition of the line item totals, the rate indicated in the line item will governed.

B. SCOPE OF WORK

The scope of catering services includes-

- (i) Serving of High Tea, working Lunch, Lunch, Dinner, Tea/coffe/ snacks etc. to the DAIC and its clients organizing events/functions in DAIC
- (ii) Providing Conference room service during the meetings, get together & functions.
- (iii) Providing Pantry services at the corporate office, Conference Room.
- (iv) Caterer or tenderer shall provide:- a) Good quality paper napkins b) Good Quality Tooth picks (wooden) c) Disposable glasses for serving tea in all blocks d) Salt, pepper, sugar, pickle, etc separately. e) Adequate stock of high quality raw materials (brands as specified in the contract) for cooking as per standards to be fixed by DAIC Management. f) Cleaning materials like brushes, dusters, & Surf etc. g) Storage racks for soft drinks.
- (v) Tenderer should operate /serve round the clock except Sundays /holidays. It is therefore essential that catering services should be available from 6 AM to 11 PM on all working days of the year.
- (vi) The tenderer /caterer will engage sufficient manpower to ensure prompt service and abiding rule & regulations of labour laws. All food items will be served by persons in uniform carrying photo identity card indicating validity period and the tenderer will bring alongwith his

own equipments viz; crockery, cutlery, frills (cloth covers) and other paraphernalia etc for serving the food.

(vii) The intention of the DAIC is to provide hygienic and qualitative food to its executives and clients. The caterer and his staff are expected to provide courteous service to DAIC. Any deficiency noticed in this regard will be treated as a breach of contract and the contract will be terminated without any notice.

(viii) The Caterer or his employees shall not use the premises allotted to him for any other purpose except storing of food and servicing and shall not act in any manner so as to cause any nuisance or annoyance to the Corporation.

(ix) Caterer shall entirely be responsible for proper trouble free catering during the period of contract. In case of loss, inadequate / improper maintenance/ inadequate service, the caterer shall be held responsible and deduction equal to the loss assessed will be paid by the caterer on the recommendations of a Catering Management Committee constituted by DAIC and the recommendation, shall be binding on the caterer.

(x) The infrastructure available in DAIC will be used by the Caterer on As is Where is basis for which the Caterer will be required to pay DAIC the following sum for Lunch/Dinner/High Tea :

- (a) Below 200 pax :Rs. 10,000/-
- (b) Between 200 – 500 pax : Rs. 15,000/-
- (c) Above 500 pax: 20,000/-

C. PRE-BID MEETING AND OPENING OF BIDS

1. All Firms, intended to apply for this tender may send his query if any by **18th October, 2018** at the director.daic@gmail.com. A pre-bid conference will be arranged to brief about the facilities available in the DAIC Conference Room, 2nd Floor DAIC Building, 15, Janpath, New Delhi on **22nd October, 2018 at 03:00 PM**. All Firms, intended to apply for this tender shall attend the pre-bid meeting. After pre-bid meeting, no query shall be entertained. Based on the discussion in pre-bid meeting corrigendum, if any shall be issued by **29th October, 2018**. Last day of submission of bids complete in all respect is by **11:00 AM on 19th November, 2018**.

2. The Technical Bids will be opened on **03.00 PM on 19th November, 2018** in the DAIC Conference Room, 2nd Floor DAIC Building, 15, Janpath, New Delhi in the presence of such bidders who may wish to be present, either in person or through their authorized representatives (duly supported with authorization letter).

3. The Financial Bids of only technically acceptable tenders will be opened for further consideration. The decision of the DAIC in this regard will be final and no requests etc. will be entertained from the bidders. The date and time of opening of financial bid(s) will be

intimated only to such bidders who are found eligible as per evaluation criteria prescribed by the DAIC.

4. EMO of the unsuccessful bidders will be returned to them, without interest, within a period of three months from the date of award of contract to the successful bidder.

5. EMD of the successful bidder shall be liable to be forfeited if the contractor does not fulfill any of the following conditions:

(i) An agreement of Empanelment is not signed in the prescribed form within ten days of the receipt of the Letter of Empanelment;

(ii) The Contractor does not commence catering services within 21 days of the empanelment.

6. The Empanelment of Catering Services through this Tender is likely to come into effect from the date of signing of Empanelment Agreement. Hence, the Financial Bids submitted by the bidders should be valid to become operative from the date of signing of Empanelment Agreement. In view of this, no change in the financial bid will be allowed. If the successful bidder withdraws or alters the terms of the tender during this period, the Earnest Money Deposit shall be forfeited.

7. If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory, DAIC reserves the right to terminate the empanelment contract agreement without giving any notice and take other appropriate necessary action as per provisions of empanelment contract.

8. If any of the conditions of Tendering are not fulfilled, such Tender/Tenders will be summarily rejected outright and objections raised in this regards will neither be entertained. DAIC reserves the right to choose, accept or reject any or all requests/offer, in full or part at any stage, reduce or increase the quantity/rate of items without assigning any reasons therefore.

9. Following weightage shall be given for evaluation of Commercial Bids.

(a) Lunch/ Dinner- 50%

(b) High Tea -30%

(c) Tea- 20%

10. The Commercial bids of only those bidders who qualify the technical evaluation stage will be opened. All other Commercial bids will be returned unopened. The Commercial Bids (as per the formats provided in the RFP Document) of the technically qualified bidders will be evaluated as per the evaluation criteria mentioned in this document.

11. Of the financial bids opened, the bidder with the lowest financial quote in each category shall be considered as L1. All the other technically qualified bidders will have to match their

financials with the lowest rate (L1) for empanelment. It shall be obligatory on the part of the empanelled bidders to match the lowest rate (L1) in each category.

12. All the technically qualified agencies agreeing to match the aforementioned prices shall be empanelled. The Client of DAIC shall award the catering service to any of the empanelled consulting firms at the "Value" and for the "Scope of Work" as finalized under this RFP.

13. The successful bidder will be required to submit with DAIC, Bank Guarantee or Demand Draft or Fixed Deposit Receipt (in original) made in favour of PAO, Ministry of Social Justice & Empowerment, New Delhi for a sum of Rs.2,00,000/- (Rupees Two lakh only) as Deposit on account of Performance Security. Bank Guarantee or Demand Draft or Fixed Deposit Receipt (in original), to be renewed from time to time, will be retained by the DAIC for the entire period of the empanelment contract agreement and on termination of the contract, the DAIC will refund to the contractor the sum of Rs. Two Lakh without interest as per provisions of empanelment contract agreement.

D.ELIGIBILITY CONDITIONS and TECHNICAL QUALIFICATIONS

1. The applicant should be in catering business (excluding beverage and snacks services) for a continuous minimum period of three years as on 31.03.2018.

2. The applicant should have Mobile Kitchen Van with a capacity to cater to 100 to 1000 persons at a time. The Mobile Kitchen Van should be equipped with all the kitchen equipment in good condition including provision for heating, tandoor etc.

3. The firm should have on their rolls sufficient number of cooks to prepare good quality Snacks / meals etc.

4. The tenderer should have ISO certificate and possess license as per Food Safety and Standards Act, 2006 (Attested copies of the certificates to be submitted along with technical bid).

5. The bidder should have a valid catering license issued by the Competent Authority. Duly signed copy of catering license should be enclosed with the technical bid.

6. The bidder must have registration with statutory authorities such as Labour, Welfare, ESI Departments etc. (Attested copies of the certificates to be submitted with the technical bid).

7. The Registered office or Branch office of the bidder should be located in Delhi/NCR Region.

8. Experience of having continuously run the catering services during the last three years ending 31.03.2018 as per following:

Have done at least Ten (10) similar catering works each having not less than 100 persons on its dining strength. and

Have done at least Five (5) similar catering works each having not less than 500 persons on its dining strength for government departments/ institutions / organizations / companies / guest houses.

Note. Copies of documents in support of each of the above Eligibility condition should be enclosed with the Technical Bid.

9. The bidder's average annual financial turnover (gross) in catering services during the last three financial years, i.e., 2015-16, 2016-17 and 2017-18, should not be less than Rs1.00crore.

10. The bidders' performance, as per format at Annexure-V for each work completed in the last three years and in hand should be certified by a responsible person from the concerned organization. The certificate should also indicate the compliance of statutory requirements. Feedback received from the previous/present clients and on the spot assessment of the DAIC designated team, will also be evaluated for technical qualification.

E. GENERAL CONDITIONS OF THE EMPANELMENT CONTRACT:

1. The DAIC will provide adequate space to the Caterer for storing raw material, kitchen equipment for cooking and preservation of perishable items, sitting and serving, billing, etc free of cost.
2. The DAIC will provide and maintain furniture (tables and chairs) and air-conditioners in the serving area. The DAIC will not provide crockery, utensils, water purifiers, watercoolers and other kitchen equipment. Contractor has to arrange for those equipment which are not provided by DAIC.
3. The DAIC will pay the electricity & water charges also.
4. **Termination Clause:** - The DAIC reserves its right to terminate the contract for any reason at its absolute discretion including but not limited to the following:
 - (i) If the tenderer is adjudicated insolvent by the Competent Court or files for insolvency or if the tenderer being a company is ordered to be wound up by a Court of Competent Jurisdiction.
 - (ii) Tender documents for empanelment for catering services - 2012
 - (iii) Tenderer commits any breach of the terms of this contract/tender document.
 - (iv) If any charge sheet is filed by a competent authority of the Government of India against the tenderer or company, or the tenderer is convicted by a criminal court on grounds of moral turpitude.

- (v) The Bidder has to quote the prices as per format given in Commercial bid.
- (vi) The Bidder has to quote unit rates as prescribed. Offers not indicating item-wise rates, wherever applicable, are liable for disqualification.
- (vii) The tenderer is involved in wrongful billing. In addition hereto wrongful billing shall also result in the tenderer being debarred from participating in any future tender of the DAIC for the next three years.
- (viii) In the event unsatisfactory service or failure on the part of the tenderer at any time, to carry out the terms and conditions of the contract to the satisfaction of the DAIC, of which the DAIC shall, the Corporation be the sole judge has the right to forthwith terminate the contract.
- (ix) The contract shall stand suspended/ terminated, partially or wholly, as a result of Government of India Policy/Directive to diversify the operations through Government of India's Agencies in which case no claims for nay loss of business shall arise or made against the DAIC.
- (x) If during the currency of the contract, the quality of services supplied by the tenderer is found to be unsatisfactory or their services are not found upto the mark, the DAIC shall have the right to terminate the contract without assigning any reason. Further, the Corporation shall be entitled for reimbursement of damages/cost of equipment if any damage is sustained due to any act of the Tenderer.
- (xi) The decision of the Corporation in terminating the Contract will be final and binding on the tenderer.

5. Risk Purchase Clause: If anytime during the currency of the contract we find that;

- (i) Services are not provided in time, and/or
- (ii) The Tenderers services are found unsatisfactory, and/or
- (iii) Services do not conform to the specifications indicated in the contract.

Then in that event the DAIC will be at liberty to obtain the services covered under this contract from alternative source(s) at tenderer(s)'s

risk and cost including invoking/resorting to apply any other clause of this tender document.

6. **Penalty Clause:** Further, if the tenderer fails to render service the contract as per the provisions of the tender/contract, then in that event, the DAIC has a right to take the following actions, without prejudice to any of its rights, including the right to claim damages.

- (i) For the first contravention, depending on the gravity of the contravention/ offence, a warning letter will be issued.
- (ii) For the second contravention, a monetary penalty of Rs.10000/- (Rupees Ten thousand only) will be imposed for each occurrence.
- (iii) For the third contravention, the contract is liable to be terminated and the Tenderer may be debarred from the contract for a specified period, which will be decided by the Corporation.

7. **Labour Clause:** The tenderer/s alone shall be liable to pay the wages and all other payments as may be due to their employees/men/workers engaged by the tenderer/s. The Tenderer/s shall also indemnify the DAIC and its clients for any claims arising out death/injury or whatsoever, made by such employees/men/workers engaged by the tenderer/s.

8. **Abide By Law Of The Land:** The tenderer shall abide by and comply with all Local, National as well as International Laws in connection with the Services to be provided by the Agency under the subject contract. The DAIC shall not be responsible for breach of law, if any, by the tenderer.

9. **Arbitration Clause:** Any dispute or difference whatsoever arising between the parties out of or relating to the construction, interpretation application, meaning, scope, operation or effect of this contract, or the validity or breach thereof, shall be settled by conciliatory arbitration in accordance with the "Rules of Arbitration" of the "SCOPE Forum of Conciliation and Arbitration", and the award made in pursuance thereof shall be binding on the parties."

10. **Exit Clause:** The caterer will have to give three months termination notice in case the caterer does not wish to continue catering services for the DAIC. DAIC will have the option to terminate the services of the caterer by giving one month notice without assigning any reason and without payment of any compensation thereof.

F. SPECIAL CONDITION OF THE EMPANELMENT CONTRACT :

1. The successful bidder will ensure that raw material used for cooking are of very good quality, safe for human consumption and conform to the standard laid down by the Govt. of India in this regard. In the event of any food poisoning/contamination, the contractor will be held fully responsible and will attract other penal actions under the law. The contractor will ensure proper sanitation/hygienic conditions in the premises and deploy persons free from infectious diseases.
2. The contractor shall be responsible for compliance of the labour laws in respect of the personnel employed by them. The contractor shall be the employer for his workers and the DAIC will not be held responsible fully or partially for any dispute that may arise between the contractor and his workers either directly or indirectly.
3. The contractor would be responsible for verifying antecedents of the persons deployed by him and a certificate to this effect shall be provided by him to the DAIC in respect of each staff member.
4. The eatables will be served in neat and clean utensils and the cafeteria staff must be in proper uniform.
5. Cost of food & beverages must be competitive and reasonable. The contractor may also supply those eatable items which are not under the contract in case of any demand. The cost of such items may be fixed on MRP rates.
6. A Catering Management Committee will be nominated by the DAIC to inspect the functioning of the Catering with a view to ensure hygienic and satisfactory service. In case repeated failures or lacunae are noticed by the Committee on the part of the contractor, the HoD and/or Chairman of the Canteen Management Committee may impose a fine of upto Rs. 1,000/- on each occasion.
7. In case services are found to be unsatisfactory or there is breach of any of the clause of terms and conditions, the contract is liable to be terminated at one month's notice resulting in the forfeiture of Performance Security.
8. Cleaning of Mobile Kitchen shall be done by the contractor. The garbage of the Mobile Kitchen shall also be disposed of by the contractor suitably. The contractor shall ensure cleanliness of the Mobile Kitchen all the time.
9. For premature termination of the agreement, one month notice from the DAIC's side and three months' notice from Contractor's side shall be required in writing. The decision of the Competent Authority in the DAIC shall be final and will be binding upon the contractor.
10. The contractor shall be responsible for all damages or losses of DAIC's property and will be liable to make good any such loss or damage excepting those due to reasonable use or wear and tear or such as caused by natural calamity.

11. It shall be the sole responsibility of the contractor to obtain and keep ready necessary license/permissions from various government bodies and/or NDMC/ concerned local bodies and authorities for running catering services and produce the same before the concerned authority as and when asked for. An undertaking in this regard has to be given by the Contractor.
12. Liability/responsibility arising from any accident causing injury/death to the worker or any staff of the Contractor shall be on the Contractor employing them. The DAIC shall not be responsible in any means in such cases. The Contractor will have to furnish indemnity bond in this regard.
13. The caterer is required to maintain the details of all his employees/workers after verifying their character and antecedents through Delhi Police.
14. In case eatables are sold by the Licensee after the expiry date as mentioned by the manufacture, a penalty of Rs. 1000/- will be imposed for each default.
15. The contractor shall use or sell/provide good quality ISI/Agmark/Food grade/FSSAI certified products only all the time.
16. The contractor shall not use the DAIC premises for any other activity except for the purpose for which it has been provided for.
17. The contractor shall ensure that all the canteen employees, during their working hours, wear neat and tidy uniform and use hygiene gloves and hair mask supplied by the Contractor. No canteen employee shall be allowed to perform his duty without proper uniform.
18. The contractor shall not stock any inflammable or otherwise dangerous material, goods in any part of the allotted space which are fire prone and/or likely to cause health hazard to the people or damage to the property of DAIC.
19. The Contractor will have to supply breakfast/lunch/dinner in the canteen / DAIC premises as per requirement and schedule drawn for the purpose by the concerned authorities of the DAIC.
20. The Contractor should be in a position to cater to the North Indian, South Indian, Chinese, Oriental & Continental dishes for Lunch/ Dinner and High Tea as per requirement of DAIC and its clients.
21. The Contractor will deploy adequate manpower for work during late hours and on Saturdays/Sundays including other holidays, according to the requirement of DAIC and its clients.
22. The Contractor shall be responsible for engaging adequate number of trained manpower required for providing good canteen services in DAIC.

23. The employees of the Contractor should possess good health and should be free from many diseases, especially contagious and frequently recurring diseases.
24. The Contractor will, prior to the commencement of the operation of contract, make available to DAIC the particulars of all the employees who will be deployed at the DAIC's premises for running the Canteen. Such particulars, inter alia, should include age/date of birth, permanent address; police verification report and profile of the health status of the employees.
25. The Contractor shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act of NCT of Delhi Government and fulfill all other statutory obligations, such as, Provident Fund, ESI, GST etc, in force from time to time.
26. The contractor shall provide sufficient sets of Uniforms and pair of shoes to his employees and shall ensure that they wear them all times and maintain them properly.
27. The Contractor shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any unlawful activity.
28. Employment of child labour is strictly prohibited under the law. Therefore, the Contractor will scrupulously follow all the statutory provision in this regard at all times.
29. In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages suit initiated against the DAIC by any individual, agency or government authority due to or arising from the acts of the Contractor, the Contractor shall be liable to make good/compensate such claims or damages to the DAIC. As a result of the acts of the Contractor if the DAIC is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the DAIC or the DAIC reserves the right to recover such amount from the payment(s) due to the Contractor while settling his/her bills or from the amount of Security Deposit of the Contractor lying with the DAIC.
30. The Contractor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc.
31. The Contractor shall at all times keep indemnified the DAIC and its officers and designated concerned staff for and against all third party claims whatsoever (including property loss and damage, personal accident, injury or death of any person) and/or the owner and the Contractor shall at his/her own cost and initiative at all times maintain all liabilities under Workman's Compensation Act / Fatal Accident Act, Personal Injuries, Employees State Insurance Act. PF Act, etc, as in force from time to time.
32. The Contractor shall be personally responsible for conduct and behavior of his staff and any loss or damage to DAIC's moveable or immoveable property due to the conduct of the Contractor's staff shall be made good by the contractor.

33. The Contractor shall not appoint any sub-contractor to carry out his obligations under the contract. Subcontracting will lead to immediate termination of the contract.
34. The Contractor shall keep the Canteen and its surrounding areas clean and up to date sanitation every day after the services are over. The cleaning includes cleaning of utensils, kitchen, canteen hall, floor, counter, benches, tables, chairs, etc. DAIC will have 24-hour access to inspect the canteen premises at any time for ensuring the cleanliness and hygienic conditions of the canteen's kitchen and dining hall premises.
35. The DAIC reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold in the canteen. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the Contractor immediately.
36. The Contractor will use only branded raw material for preparation of items. The permissible brands of various items are given in Annexure-V.
37. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipment provided by the DAIC are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the Contractor, failing which the same will be got done by DAIC at the contractor's risk and cost. In this regard, the decision of the designated officer of DAIC shall be final and binding on the Contractor.
38. All work shall be carried out with due regard to the convenience of DAIC. The orders of the concerned authority shall be strictly observed.
39. The Contractor shall install his electronic fly kill / insect repellent equipment, Emergency lighting / gas and fuel supply at his own cost.
40. Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the DAIC campus. Any breach of such restrictions by the Contractor will attract deterrent action against the Contractor as per statutory norms.
41. No minimum guarantee will be furnished to the Contractor towards consumption of food items. He/she is advised to maintain the highest quality at the minimum possible prices so as to attract the maximum number of personnel to avail catering services.
42. The workers employed by the Contractor shall be directly under the supervision, control and employment of the Contractor and they shall have no connection whatsoever with DAIC.
43. The Contractor shall ensure that either he/she himself/herself or his/ her representative is available for proper administration and supervision at the works to the entire satisfaction of the DAIC.

44. The Contractor will bring his own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs etc. in sufficient quantity as needed to maintain the catering services.
45. The Contractor shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.
46. The payment in respect of official hospitality bills (including those of Swipe Cards) of the DAIC submitted in duplicate by the Contractor shall be released on receipt basis subject to fulfillment of obligations by the Contractor imposed under various laws, Rules & Regulations, etc applicable from time to time and after scrutiny of authorization for supply at the prices offered by the contractor. Any supply of food items without proper authorization by the designated authority of DAIC will not be paid for. Income Tax, as applicable at the prevailing rates, will be deducted at source.
47. In the event there is any query, objection, delay or dispute with regard to any bill or a part thereof, the Contractor shall not be entitled to any interest to be paid by the DAIC for late payment.
48. All payments and receipts would be rounded off, i.e., paise 50 or above will be rounded off to the nearest higher rupee and paise less than 50 shall be ignored.
49. The empanelment contract for Canteen Services shall remain valid initially for a period of two years.
50. The two-year contract period is subject to renewal by the DAIC on satisfactory performance on mutually agreed terms and conditions for a further period of one year or till such time mutually agreed to.
51. The Contract can be terminated by either party, i.e., DAIC or the Contractor, after giving three-month notice to the other party extendable by mutual agreement till alternate arrangements are made. However, DAIC reserves the right to terminate the contract without giving any notice in case the Contractor commits breach of any of the terms of the contract. DAIC's decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance..
52. On termination of the contract, the Contractor will hand over all the equipment/furniture/articles etc, supplied by DAIC, in good working condition, back to DAIC.
53. DAIC reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by DAIC from Security Deposit or pending bill or by raising a separate claim. However, the agreement can be terminated by the Contractor by giving three months' notice in advance. If the agency fails to give three months' notice in writing for termination of the Agreement then three

month's payment, etc. and any amount due to the agency from this DAIC shall be forfeited.

54. If the Contract is terminated by the Contractor without giving stipulated period of notice or fails to observe the terms & conditions of the Tender, Letter of Award for the Contract and the agreement signed by the Contractor with the DAIC, the Security Deposit will be forfeited without prejudice to the DAIC Management's right to proceed against the contractor for any additional damages that the DAIC suffers as a result of the breach of the aforesaid terms and conditions.

55. The DAIC reserves the right to impose a penalty (to be decided by the DAIC authorities) on the Contractor for any serious lapse in maintaining the quality and the services willfully or otherwise by the Contractor or his staff or for any adulteration.

56. If the DAIC is not satisfied with the quality of eatables served, services provided or behavior of the contractor or his/her employees, the Contractor will be served with 24-hour notice to improve or rectify the defect(s), failing which the DAIC will be at liberty to take appropriate necessary steps as deemed fit.

57. Dispute, if any, arising out of the Contract, shall be settled by mutual discussion, alternatively by legal recourse under jurisdiction of Delhi courts only.

ANNEXURE-I

CHECK LIST OF DOCUMENTS TO BE ATTACHED WITH TECHNICAL BID

1. Demand Draft for Rs.50.000/- towards EMD
2. Assessment Certificate for the last three years
3. PF, ESI, Insurance under Personal Accident Insurance Scheme, Licence(photocopies)
4. Signature of the bidder or his/her authorized signatory on each page of the Tender Document as acceptance of the terms and conditions contained in the Tender Document.
5. Documentary evidence in support of the following:
 - (i) Number of years of having run canteens in the offices / organizations / hospitals /places of public utility / institutions / educational institutions along with number of persons availing the services offered by the contractor,
 - (ii) List of institutions/organizations (with complete postal addresses) served in the past and list of institutions/organizations where presently providing catering services Names, designations and telephone numbers of concerned officers in the respective organizations/institutions may also be indicated
 - (iii) Work Plan — indicating the requirement of staff, deployment pattern of staff proposed, preparatory time required for an event and other details for smooth, efficient and satisfactory performance of the contract.

LETTER OF TRANSMITTAL

From (Name & Complete Postal Address of the Applicant)

To

Director
Dr. Ambedkar International Centre, 15, Janpath
New Delhi

SUBJECT: Submission of Prequalification Application for the Catering Services at DAIC.

Sir.

Having examined the details given in prequalification document for the above work, we hereby submit the prequalification documents.

2 We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.

3 We have furnished all information and details necessary for prequalification and haveno further pertinent information to supply.

4. We submit the requisite certified *solvency certificate* and authorize the DAIC to approach the Bank issuing the solvency certificate to confirm the correctness thereof. We also authorize DAIC to approach individuals, employers, firms and corporation and to visit the works completed by us in the past or are in progress at present, to verify our competence and general reputation

5. We submit the following certificates in support our suitability trained know-how&capability for having successfully completed the following works.

S.No.	Name of Work	Certificate from

Signature of Applicant
Name & Designation
Contact No

Date of Submission

TECHNICAL BID

A. NAME OF THE TENDERER (as per Registration Certificate)	
B. COMPLETE POSTAL ADDRESS OF THE TENDERER (as per Registration Certificate)	
C. Earnest Money Deposit (EMD)	Demand Dratt No. --- for Rs. 50,000/- (Rs. Fifty thousand only) drawn on (name of the Bank) in favor of PAO, Ministry of Social Justice and Empowerment, New Delhi (To be enclosed with Technical Bid)
Company Profile	
1. Name of the Company/Firm and Complete registered address	
2 (a) Legal Status (Individual, Proprietary firm, Partnership firm, Limited Company or Corporation)	
2 (b) Has your company/firm ever changed its name any time? If so, when, the earlier name and the reason thereof?	
3 Were you or your company ever required to suspend catering services for a period of more than 06 months continuously after you commenced the catering services? If so, give the name of the contract and reasons	
4. Have you or your constituent ever left the contract awarded to you incomplete? If so, given name of the contract and reasons for not completing the contract.	
5. Name, Designation and Tel. No(s) of the Contact Person, -Fax No(s) and email address	
6 .Year of commencement of business	
7. Statutory details (Self attested copy of proof to be attached) Registration No. of the Firm- PAN- EPFO Reg No. - ESI Reg. No.- GST Reg. No.-	

Food Safety (FSSAI) Reg. No. -					
5. Income Tax Return and Assessment Completion Certificates for the financial years- 2016-17, 2015-16 and 2014-15.					
6. Number of Mobile Kitchen facility as per Para D2 of the RFP available with the firm					
7. List of present and past clients (Please use separate sheet for each) as per the following format. The information provided will facilitate evaluation of your Technical Bid:					
Format for details of present and past clients:					
Sr. No.(1)	Name of Organization with complete postal address(2)	Name and Designation of contact person with Tel. No. /Mob. No.(3)	Date from which the contract was awarded and till when (4)	No. of persons deployed by your firm (5)	Annual sale/turnover during last three financial years (6)
Note: Above information should be certified by the authorized representative of the client on his/her letter head.					
8. Volume of business done during the last three years (please submit documentary evidence like audited balance sheets and Profit & loss accounts etc)					
Details of Annual financial turn-over for the financial years (Rs. in lakhs):			2015-16	2016-17	2017-18
Number of Catering Services Provided Lunch/Dinner to the event having dining strength of (Please give documentary support/ Certificate)			>100 persons	> 500 persons	> 1000 persons
Number of Catering Services Provided High Tea to the event having participating strength of (Please give documentary support/ Certificate)			>100 persons	> 500 persons	> 1000 persons

FORMAT FOR PERFORMANCE CERTIFICATION REFERRED

(Furnish this information for each individual work from the employer for whom the work was executed)

1. Name of the contract and location

2. Agreement no

3. Scope of Contract

4. Contract Cost

5. Date of start

6. Period

7. Amount of compensation levied, if any

8. Performance Report

(i) Quality of Food – Excellent/Very Good/Good/Fair

(ii) Resourcefulness – Excellent/ Very Good/Good/Fair

(iii) Client Service Satisfaction Level- Excellent/ Very Good/Good/Fair

9. Compliance of all statutory requirements- Yes / No

10. Service Satisfaction Report : Yes/No

(Seal of the Organization)(Signature of the authorized representative)

Date

PERMISSIBLE BRANDS OF CONSUMABLES

ITEM	BRAND
Salt	Iodised salt such as Tata, Annapurna, Nature Fresh
Spices	MDH, MTR or equivalent quality brands
Ketchup	Maggi, Kissan, Heinz
Oil	Olive oil /Mustard oil/ Refined oil such as Sundrop, Nature Fresh, Godrej
Pickle	Mother's or Priya or Tops
Atta	Aashirvad, Pillbury, Nature Fresh
Butter	Amul, Britannia, Mother Dairy
Bread	Harvest/Britaniamake
Jam	Kissan, Nafed
Milk	Toned milk of Mother Dairy/Amul/Delhi Milk Scheme
Paneer	Amul/Mother Dairy
Tea	Brook Bond, Lipton, Tata
Coffee	Nescafe, Rich Bru
Biscuits	Britannia, Parle, Good Day
Ice Cream, Lassi, Curd	Mother Dairy, Amul, Cream Bell — all varieties
Mineral Water	ISI marked Kinley/Bisleri/Ganga
Besan, Dal	Rajdhani
Rice	Basmati
Cold Drinks	Pepsi, Coke etc.
Packed Juices	Real, Tropicana, Coconut water
Lemon Water	Hello
Sweet	Bikaner, Haldiram

The Contractor may use any other equivalent brand after obtaining prior approval from DAIC.

PART(II) COMMERCIAL OFFER

(Tentative)

(A) Category- wise:-

Type-I	Type-II	Type-III	Type -IV	Type V
(VEGETARIAN-I)	(Non- Vegetarian -I)	(Vegetarian-II)	(Non- Vegetarian -II)	High Tea (Veg)
SOUP	SOUP	SOUP	SOUP	Chips/Wafers
1 SALAD	1 SALAD	1 SALAD	2 SALAD	TIKKIS (Paneer/Potato)
2 Veg. STARTER	2 Veg.+2Non Veg STARTER	2 Veg. STARTER	2 Veg.+2Non Veg STARTER	
RICE (STEAM, PULAO, BIRYANI)	RICE (STEAM, PULAO, BIRYANI)	RICE (STEAM, PULAO, BIRYANI)	RICE (STEAM, PULAO, BIRYANI)	CHEESE SANDWICH
DAL	DAL	DAL	DAL	Dosa /Idly/Bada
ASS. ROTI	ASS. ROTI	ASS. ROTI	ASS. ROTI	VEG. PUFF / VEG SAMOSA
2 (TWO) VEG (DRY/GRAVY)	2 (TWO) VEG (DRY/GRAVY)	3 (THREE) VEG (DRY/GRAVY)/ FRY)	3 (THREE) VEG (DRY/GRAVY)/ FRY)	CHEESE CROSSANTS/ PAN PIZZAS
	2(TWO) NONVEG(DRY/ GRAVY) (CHICKEN, AND/OR LAMB AND/OR FISH)		3 (THREE) NONVEG(DRY/ GRAVY/FRY) (CHICKEN, AND/OR LAMB AND/OR FISH AND/OR MEDIUM PRAWN)	FRUIT PIECES
RAITA, PAPAD, PICKLE & CHUTNEY	RAITA, PAPAD, PICKLE & CHUTNEY	RAITA, PAPAD, PICKLE & CHUTNEY	RAITA, PAPAD, PICKLE & CHUTNEY	1 DESSERT
1 DESSERT	1 DESSERT	2 DESSERT	2 DESSERT	
ALL INCLUSIVE COST IN RS.	ALL INCLUSIVE COST IN RS.	ALL INCLUSIVE COST IN RS.	ALL INCLUSIVE COST IN RS.	ALL INCLUSIVE COST IN RS.
Rs._____	Rs._____	Rs._____	Rs._____	Rs._____

Type VI	Type VII	Type VIII	Type IX	Type X
High Tea (Non-Veg)	Packed Working Lunch Continental (Veg)	Packed Working Lunch Continental (Non -Veg)	Packed Working Lunch Indian (Veg.)	Packed Working Lunch Indian (Non-Veg.)
SOUP	CHEESE SANDWICH	CHEESE SANDWICH	Pulao. Fried Rice,	Pulao, Fried Rice
	Green SALAD	Green SALAD	Roti/Poori/Naan /Parantha	Roti/Poori/Parantha/Naan
TIKKIS / CROCKETS	TIKKIS	TIKKIS / CROCKETS	Dal Makhani/Rajma/Chhole	Dal Makhani/Rajma/Chhole
CHEESE SANDWICH	VEG. PUFF / VEG SAMOSA	CHICKEN SANDWICH	Seasonable Veg	
CHICKEN SANDWICH	CHEESE CROSSANTS/ PAN PIZZAS	VEG. PUFF / VEG SAMOSA	MalaiKofta,	Butter Chicken/Masala Chicken/MuglaiChicken,
VEG. PUFF / VEG SAMOSA	Sweets (Two)	CHEESE CROSSANTS/ PAN PIZZAS	ShahiPaneer/ PalakPaneer	ShamiKabab
CHEESE CROSSANTS/ PAN PIZZAS	FRUIT PIECES	FRUIT PIECES	Kaju Korma/ MatarPaneer	Fish Fried
FRUIT PIECES		Sweets (Two)	DahiVada/Raita/Dahi	DahiVada/Raita/Dahi
1 DESSERT			Green Salad/Plain Salad	Green Salad/Plain Salad
Tea/Coffee			Achar/Papar/ Chatni	Achar/Papar/Chatni
			Sweets (Two)	Sweets(Two)
ALLINCLUSIVE COST IN RS.	ALLINCLUSIVE COST IN RS	ALLINCLUSIVE COST IN RS	ALLINCLUSIVE COST IN RS	ALLINCLUSIVE COST IN RS
Rs._____	Rs._____	Rs._____	Rs._____	Rs._____

Note1 :Cost should be ALLINCLUSIVE (TAXES, SER.CHARGES VAT,ETC.)

Note 2: The above requirement is indicative only and the actual menu for each event would vary as per the size and requirements of the event/meeting.

(B) Extra slab-wise discount:-

Sr No	Slabs (service for order of numberof pax)	Additional discount offered on base rate in percentage (%)									
		I	II	III	IV	V	VI	VII	VIII	IX	X
1.	Min 10 -50 pax										
2.	Min 51 -100 pax										
3.	Min 101 -250 pax										
4.	Min 251-500 pax										
5.	Min 501 - 800pax +										
6.	Any other										

I/We, hereby Certify that my/our firm has not been disqualified/banned by any office/Department/Undertaking of the Government of India, at any time for providing services of any description.

Signature of authorised person/
Director with Seal of the Firm

Place:

Date: