

E-Office No. 44603

F. No. DAIC-11015/5/2021-DAIC-ADMN
Government of India
Ministry of Social Justice & Empowerment
Department of Social justice & Empowerment
(Dr. Ambedkar International Centre)

15, Janpath, New Delhi-110001

Dated- 2nd February, 2022

INVITATION OF BIDS FOR RUNNING CANTEEN/CAFETERIA AT GROUND FLOOR AT DR. AMBEDKAR NATIONAL MEMORIAL (DANM)

Dr. Ambedkar National Memorial (DANM), Department of Social Justice & Empowerment, Ministry of Social justice & Empowerment, Government of India invites bids under two bids system (Technical and Finance bids) for the empowerment of firms for running Canteen / Cafeteria at Ground Floor of Dr. Ambedkar National Memorial, 26, Alipur Road, New Delhi - 110054 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 available on the official website of DAIC and D/o SJ&E (daic.gov.in and socialjustice.nic.in)
3.	Start date of Issuance / Sale of RFP / bid documents	At 11:00 am on 07.01.2022
4.	Last Date for submission of RFP/ bids	28.02.2022 upto 3:00 PM
5.	Date and Time of opening Big envelope for qualification bid	02.03.2022
6.	Date and Time of opening Technical Bid	07.03.2022 (3:00 PM)
7.	Date of opening of Financial Bids	Will be communicated to technically qualified bidders
8.	Earnest money Deposit	Rs. 20,000/- in the form of Demand Draft drawn in favour of "Dr. Ambedkar National Memorial" payable at New Delhi. Micro and Small Enterprises (MSEs) and the firm registered with Ministry / Department are exempted from submission of Bid Security. In lieu of Bid Security bidders should sign "Bid Security Declaration" accepting that if they withdraw or modify their bids during the period of validity etc. they will be suspended from the time

		specified in the tender documents.
9.	Address for Submission and Opening of Bids	Director, Dr. Ambedkar International Centre, 15, Janpath, New Delhi-110001.



(Vikas Trivedi)

Director, DAIC / DAF
विकास त्रिवेदी / VIKAS TRIVEDI
निदेशक / Director
डॉ. अम्बेडकर अंतर्राष्ट्रीय केन्द्र
Dr. Ambedkar International Centre
सामाजिक न्याय और अधिकारिता मंत्रालय
Ministry of Social Justice & Empowerment
भारत सरकार, नई दिल्ली
Govt. of India, New Delhi

	Financial Bids	
9.	Earnest Money Deposit	Rs. 20,000/- in the form of Demand Draft drawn in favour of “Dr. Ambedkar National Memorial” payable at New Delhi. Micro and Small Enterprises (MSEs) and the firm registered with Ministry/Department are exempted from submission of Bid Security. In lieu of Bid Security bidders should sign “Bid Security Declaration” accepting that if they withdraw or modify their bids during the period of validity etc. they will be suspended for the time specified in the tender documents.
10.	Address for Submission of Bids	Director, DAIC, Dr. Ambedkar International Centre, 15, Janpath, New Delhi - 110001

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 Documents must be signed by the authorized signatory and sealed with the stamp of the bidding firm as taken 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. DANM/DAIC reserves the right to obtain feedback from the previous/present clients of the Tender and also depute its team(s) to inspect the site(s) at present contracts(s) for on-the spot first-hand information regarding the quality of food and services provided by the Tenderer Decision of DANM/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 DANM/DAIC in this regard will be final and binding on all bidders.
5. Tender shall be submitted in DANM/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 (EMD) of Rs. 20,000/- (Rupees Twenty Thousand Only) shall be rejected. Micro and Small Enterprises (MSEs) and the firm registered with Ministry/Department are exempted from submission of Bid Security. In lieu of Bid Security bidders should sign “Bid Security Declaration” accepting that if they withdraw or modify their bids during the period of validity etc. they will be suspended for the time specified in the tender documents. 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 not 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, other-wise

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. 20,000/- (Rupees twenty thousand only), drawn in favour of Dr. Ambedkar International Centre, New Delhi payable at New Delhi, towards Earnest Money Deposit (EMD) in one sealed envelope super-scribed "TECHNICAL BID FOR RUNNING CANTEEN/CAFETERIA AT DANM/DAIC" Tender Document received without EMD will be summarily rejected.
 - ii. Sealed Financial Bid (as per format at Annexure-IV) placed in a separate envelope super scribed "FINANCIAL BID FOR RUNNING CANTEEN/CAFETERIA AT DANM/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 RUNNING CANTEEN/CAFETERIA AT DANM, DELHI". This bigger envelop bearing the name & complete postal address of the bidder, should be addressed to the Director, DAIC, and deposited Dr. Ambedkar International Centre, 15, Janpath, New Delhi on or before **3.00 PM on 28.01.2022**. Tenders received after due 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 DANM/DAIC reserves the right to reject any or all tenders without assigning any reason

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

14. The successful bidder will have to enter into an agreement with the DANM/DAIC before commencement of providing the work.

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

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

17. **Disqualification of bids:** - The bid is liable to be disqualified if (i) Not submitted in accordance with the prescribed forms. (ii) During the validity period, or its extended period, if any, the Bidder increases his quoted prices. (iii) The Bidder qualifies the bid with his own conditions. (iv) Bid received after due date and time. (v) Bid not accompanied by all requisite

forms and supporting documents. (vi) 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. (vii) Awardees of the contract qualify the letter of acceptance of the contract with his conditions.(viii) Bidders may specially 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. (ix) No Bidder will be allowed to withdraw after submission of the bids; otherwise the EMD submitted by the bidder would stand forfeited. (x) In case of successful bidder declines the offer of contract for whatsoever reason(s) the EMD submitted by the successful bidder would stand forfeited.

18. **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.

19. **Duration of the Contract:** - The offers are invited only for the purpose of RUNNING CANTEEN/CAFETERIA, 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 tenders encounter conditions impeding timely delivery of goods and performance of service, then they should promptly notify DANM/DAIC, in writing, of the fact of the delay, the cause of delay and its likely duration. DANM/DAIC shall evaluate the situation and its discretion to extend the suppliers time for performance on Mutual agreement for One/Two years. The Performance security will further be retained accordingly.

20. **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 request for rates to be corrected will not be entertained, after the date and time of submission of bids. Corrections, if any, should be initialled by the person signing the tender forms before submission, failing which the rates for such items is a discrepancy between unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate will be governed. Where there is a discrepancy between the amounts mentioned in the line item total bid amount resulting from the addition of the line totals, the rate indicated in the line item will prevail.

B. SCOPE OF WORK OF RFP

The scope of work/services includes:-

- i. DANM/DAIC provided space for running the canteen/cafeteria at DANM/DAIC, 26 Alipur Road, Delhi. Electricity bill of canteen/cafeteria will be paid by Bidder.
- ii. The Bidder must have a running kitchen near DANM/DAIC for supplying lunch /

dinner/ Hi-tea / packed food items.

- iii. Serving of Tea / Coffee / Snacks etc. to the DANM/DAIC
- iv. Successful bidder 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 DANM Management. (f) Cleaning materials like brushes, dusters & Surf etc. (g) Storage racks for soft drinks.
- v. Tenderer should operate / serve round the clock 24X7 when requested as per official requirement.
- vi. It is therefore essential that catering services should be available from 9 AM to 6 PM on all days of the year.
- vii. The tenderer 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 along with his own equipments viz; crockery, cutlery, frills (cloth covers) and other paraphernalia etc. for serving the food.
- viii. The intention of the DANM/DAIC is to provide hygienic and qualitative food to its executives only working at DANM/DAIC and with O&M Agency and **visitors**. The caterer and his staff are expected to provide courteous service to DANM/DAIC. Any deficiency noticed in this regard will be treated as a breach of contract and the contract will be terminated without any notice.
- ix. 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.
- x. 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 Committee constituted by DANM/DAIC and the recommendation, shall be binding on the caterer.
- xi. DANM/DAIC will provide space at first floor for running the canteen/cafeteria. The cafeteria area can be inspected by the bidders, before applying, so that event area of operation can be ascertained.
- xii. Tenderer should follow the all Covid Safety guidelines issued by the authority time to time.
- xiii. **Weekly off of DANM on Monday. However, services may be called for by the DANM/DAIC authorities, if required.**
- xiv. **The selected bidder/agency is requested to install a separate electricity/Water connection at the place of work and bills of the same is required to be paid by the selected bidder/agency and copy of paid bills is required to submit to DANM/DAIC authority regularly.**

C. OPENING OF BIDS

1. The Technical Bids will be opened on **3:00 PM on 03.02.2022** 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)
2. The Financial Bids of only technically acceptable tenders will be opened for further consideration. The decision of the DANM/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 DANM/DAIC.
3. EMD 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.
4. EMD of the successful bidder shall be liable to be forfeited if the contractor does not fulfil any to the following conditions:
 - i. An agreement of contract is not signed in the prescribed form within ten days of the receipt of the Letter of Empanelment;
 - ii. The Contractor does not commence sale within 21 days from the award of contract.
5. The contract for running the canteen/cafeteria through this Tender is likely to come into effect from the date of signing of 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.
6. If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory, DANM/DAIC reserves the right to terminate the contract agreement without giving any notice and take other appropriate necessary action as per provisions of contract.
7. 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. DANM/DAIC reserves the right to choose, accept or reject any or all requested / offer, in full or part at any stage, reduce or increase the quantity /rate of items without assigning any reasons therefore.
8. **Following weightage shall be given for evaluation of Commercial Bids:-**
 - a. **Lunch /Dinner -20%**
 - b. **High Tea – 20%**
 - c. **Tea – 20%**
 - d. **Rent per month – 40%**
9. 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 evolution criteria mentioned in this document.
10. After opening financial bids, the mark shall be awarded to each bidder based on

weight-age give at para 8 above and the bidder getting highestmarks shall be awarded with the contract and the rank to all the bidder will be given, as per the total marks scored.

11. 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 Dr. Ambedkar International Centre, New Delhi for a sum of Rs. 1,00,000/- (Rupees One Lakh only) as Deposit on account of, Performance Security. To safeguard the interest of DANM/DAIC Bank Guarantee of Demand Draft in favour of DAIC will be retained by the DAIC for the entire period of the contract agreement and on termination of the contract, the DAIC will refund to the contractor the sum of Rs. One Lakh without interest as per provisions of empanelment contract agreement.

D. ELIGIBILITY CONDITIONS AND TECHNICAL QUALIFICATIONS

1. The applicant should be in catering business (including beverage and snacks services) for a continuous minimum period of 5 years as on 31.03.2021.
2. 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).
3. 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.
4. The bidder must have registration with statutory authorities such as Labour Welfare, ESI Department etc. (Attested copies of the certificates to be submitted with the technical bid).
5. The Registered office or Branch office of the bidder should be located in Delhi/NCR Region.
6. Experience of having continuously running canteen during the last 5 years ending 31.03.2021 as per following.
 - a. Should have contract existing from one are more government establishment.
 - b. Bidder to mention the organisation and value of contract (if applicable) where the project are running.
 - c. The bidder should have beverage & snack service for 60-80 persons seating.
7. Copies of documents in support of each of the above Eligibility conditions should be enclosed with the Technical Bid.
8. The bidder's average annual financial turnover (gross) in catering services during the last five financial years, i.e., 2016-17, 2017-18, 2018-19, 2019-20 and 2020-21, should not be less than Rs. 50.00 Lakh also bidder should have turnover of Rs. 50 Lakh in any of the government organisation during last five year. The bidder to provide audited account of such establishment in the financial bids signed & stamped by a certified CA.
9. The bidder's 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 DANM/DAIC designated team, will also be evaluated for technical qualification.

E. GENERAL CONDITIONS OF THE EMPANELMENT CONTRACT:

1. The DANM/DAIC will provide adequate space to the running canteen at ground floor 26, Alipur Road, Delhi. Electricity and water bill (in respect of space using for cafeteria/canteen) is required to be pay by the bidders.
2. The DANM/DAIC will provide and maintain furniture (tables and chairs) and air-conditions in the serving area. The DANM/DAIC will not provide crockery, utensils, water purifiers, water coolers and other kitchen equipment which are not provided by DANM/DAIC. Bidder to cater for at least 01 fridge (400 ltrs and above), deep freezer, Café Coffee Day /tea machine.
3. Contractor shall serve food only in paper disposable material.
4. **Termination Clause:-**The DANM/DAIC reserves its right to terminate the contract for any reason at its absolute discretion including but not limited to the following:
 - i. Tenderer commits any breach of the terms of this contract/tender document.
 - ii. 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.
 - iii. If the bidder fails to provide items as per the price quoted in commercial bid and following condition:- (the Performance security will be forfeited)
 - a. Services are not provided in time, and/or.
 - b. The Tenderers services are found unsatisfactory, and or
 - c. Services do not conform to the specification indicated in the contract.
 - iv. The Bidder has to quote unit rates as prescribed.
 - v. 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 tenderer of the DANM/DAIC for the next three years.
 - vi. 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 DANM/DAIC, of which the DANM/DAIC shall be the sole judge has the right to forthwith terminate the contract.
 - vii. 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 any loss of business shall arise or made against the DANM/DAIC.
 - viii. 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 DANM/DAIC shall have the right to terminate the contract without assigning any reason. Further, the DANM/DAIC shall be entitled for reimbursement of damages/cost of equipment if any damage is sustained due to any act of the tenderer.
 - ix. The decision of the DANM/DAIC in terminating the Contract will be final and binding on the tenderer.
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 DANM/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 other statutory liabilities and all other payment as may be due to their employees/men/workers engaged by the tenderer/s. The Tenderer/s shall also indemnify the DANM/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 DANM/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 DANM/DAIC. DANM/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 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 of infectious diseases.

2. The contractor shall be responsible for compliance of the labour laws in respect of the personal employed by them. The contractor shall be the employer for his workers and the DANM/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 (along with police verification) to this effect shall be provided/submitted to Director DANM/DAIC in respect of each staff member.
4. The eatables will be served in neat and clean utensils and staff of cafeteria must wear proper uniform and follow Covid-19 safety rule notified by the concerned Govt from Time-to-time.
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 not exceeding MRP rates.
6. NOC from Municipal Corporation to be obtained by the bidder on award may be included
7. A Committee will be nominated by the DANM/DAIC to inspect the functioning of the Canteen with a view to ensure hygienic and satisfactory services. In case repeated failures or lacunae are noticed by the Committee on the part of the contractor, the Director DANM/DAIC may impose a fine of upto Rs. 1,000/- on each occasion.
8. In case services are found to be unsatisfactory or these are 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.
9. Cleaning of canteen shall be done by the contractor. The garbage of the canteen shall also be disposed off by the contractor suitably. The contractor shall ensure cleanliness of the canteen area all the time.
10. For premature termination of the agreement, one month notice from the DANM/DAIC's side and three months' notice from Contractor's side shall be required in writing. The decision of the Competent Authority in the DANM/DAIC shall be final and will be binding upon the contractor.
11. The contractor shall be responsible for all damages or losses of DANM/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.
12. It shall be the sole responsibility of the contractor to obtain and keep ready necessary license/permission from various government bodies and/or NDMC/concerned local bodies and authorities for running catering services and produced the same before the concerned authority as when asked for. An undertaking in this regard has to be given by the Contractor.
13. Liability/responsibility arising from any accident causing injury/death of the worker or any staff of the Contractor shall be on the Contractor employing them. The DANM/DAIC

shall not be responsible in any means in such cases. The Contractor will have to furnish indemnity bond in this regard.

14. The caterer is required to maintain the details of all his employees/workers verifying their character and antecedents through Delhi Police.

15. In case eatables are sold after the expiry date as mentioned by the manufacture, a penalty of Rs. 1000/- will be imposed for each default.

16. The contractor shall use or sell/provide good quality ISI/Agmark/Food grade/FSSAI certified products only all the time.

17. The contractor shall not use the DANM/DAIC premises for any other activity except for the purpose for which it has been provided for.

18. 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.

19. 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 DANM/DAIC.

20. The Contractor will have to supply tea/coffee/snacks in the canteen/ DANM/DAIC premises as per requirement and schedule drawn for the purpose by the concerned authorities of the DANM/DAIC.

21. The contractor will deploy adequate manpower for work during late hours and on Saturday/Sunday including other holidays, according to the requirement of DANM/DAIC and its clients.

22. The contractor shall be responsible for engaging adequate number of trained manpower required for providing good canteen services in DANM/DAIC.

23. The employees of the Contractor should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases.

24. The Contractor will, prior to the commencement of the operation of contract, make available to DANM/DAIC the particular of all the employees who will be deployed at the DANM/DAIC's premises for running the Canteen. Such particular, 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 fulfil 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 at 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. The consumption of liquor, tobacco, gutka is prohibited.

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 obligation 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 DANM/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 DANM/DAIC. As a result of the obligation of Contractor if the DANM/DAIC is required to pay and damages to any individual, agency or government authority the Contractor would be required to reimburse such amount to the DANM/DAIC or the DANM/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 DANM/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 with regards to the environment around cooking places, dining hall and surrounding etc.

31. The Contractor shall at all times keep indemnified the DANM/DAIC and its officers and designated concerned staff for and against all third party claims whatsoever (including property loss and damages, 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 behaviour of his staff and any loss or damage to DANM/DAIC's moveable or immovable 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. DANM/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 premises.

35. The DANM/DAIC reserve 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 DANM/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 DANM/DAIC at the contractor's risk and cost. In this regard, the decision of the designated officer of DANM/DAIC shall be final and binding on the Contractor.

38. All work shall be carried out with due regard to the convenience of DANM/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 DANM/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 canteen/cafeteria/catering services.

42. The worker employed by the Contractor shall be directly under the supervision control and employment of the contractor and they shall have no connection what-so-ever with DANM/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 DANM/DAIC.

44. The Contractor will bring his own tools, cookers, hot boxes, trolleys. Equipment utensils, plates, jugs etc. in sufficient quantity as needed to maintain the catering services.

45. The Contractor shall not use the 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 DANM/DAIC submitted in duplicate by the Contractor shall be released on receipt basis subject to fulfilment 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 DANM/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 DANM/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 rupees and paise less than 50 shall be ignored.

49. The 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 DANM/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. DANM/DAIC or the Contractor, after giving three-month' notice to the other party extendable by mutual agreement till alternate arrangements is made. However, DANM/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 contact. DANM/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 DANM/DAIC, in good working condition, back to DANM/ DAIC as per items taken on charge on commencement of contract.

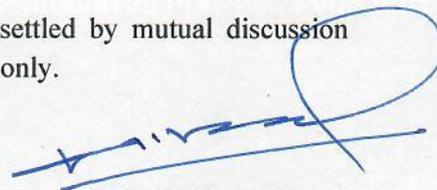
53. If the Contract is terminated by the Contractor without giving stipulated period of notice or fails to observe the terms & conditions of the Tender, Letter of Award for the Contract and the agreement signed by the Contractor with the DANM/DAIC, the Security Deposit will be forfeited without prejudice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

54. The DANM/DAIC reserves the right to impose a penalty (to be decided by the

DANM/DAIC authorities) on the Contractor for any serious lapse in maintaining the quality and the services wilfully or otherwise by the Contractor or his staff or for any adulteration.

55. If the DANM/DAIC is not satisfied with the quality of eatables served, services provided or behaviour 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 DANM/DAIC will be at liberty to take appropriate necessary steps as deemed fit.

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



(Vikas Trivedi)
Director (DANM/DAIC)

Annexure-I

CHECK LIST OF DOCUMENTS TO BE ATTACHED WITH TECHNICAL BID

1. Demand Draft for Rs. 20,000/- towards EMD.
2. Assessment Certificate for the last 5 years. _____.
3. PF, ESI. Insurance under Personal Accident Insurance Scheme, License (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 officers/ organizations/ hospitals/ places of public utility/ institutions/ educational institutions along with number of persons availing the services offered by the Contractor
 - ii. List of institution / organizations (with complete postal addresses) served in the past and list of institutions/ organizations where presently providing canteen 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, and preparatory time required for an event and other details for smooth, efficient and satisfactory performance of the contract.
 - iv. Location of kitchen of bidder and its Distance from DANM/DAIC as per Google Map location print out duly self-attested.

- v. Self attested copy of PAN card, Aadhaar Card, GST number etc.
- vi. Any other information which bidder wants to share

Annexure-II

LETTER OF TRANSMITTAL

From (Name & Complete Postal Address of the Applicant)

To

Director
Dr.Ambedkar National Memorial
15 Janpath, New Delhi

SUBJECT: Submission of Pre-qualification Application for the Catering Services at DANM/
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 have no further pertinent information to supply.

4. 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

ANNEXURE-III**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 Draft No. --- For Rs. 20,000/- (Rs. Twenty Thousand only) drawn on (name of the Bank) in favour of Dr. Ambedkar International Centre, New Delhi/ Bid security declaration. (To be enclosed with Technical Bid)
Company Profile	
1. Name of the Company/Firm and Complete registered address	
2. (a) Legal Status (Individual Propriety firm, Partnership firm Limited Company or Corporation)	
(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 the reasons thereof.	
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)	
a. Registration No. of the firm	
b. PAN	
c. EPFO Reg. No.	
d. ESI Reg. No.	

e. GST Reg. No.	
f. Food Safety (FSSAI) Reg. No.	
g. Income Tax Return and Assessment Completion Certificate for the last three years	

8. List of present and past clients (Please use Separate sheets 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

S. No.	Name of Organization with complete postal address (1) (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)
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Note: Above information should be certified by the authorized representative of the client on his/her letter head

Signature of Applicant
Name & Designation
Contact No.

ANNEXURE-IV

FORMAT FOR PERFORMANCE CERTIFICATE REFERED

(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:

ANNEXURE-V**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 Fresh, Godrej	Olive oil/Mustard Oil/Refined oil such as Sundrop, Nature
Pickle	Mother's or Priya or Tops
Atta	Aashirvad, Pillsbury, Nature Fresh
Butter	Amul, Britannia, Mother Dairy
Bread	Harvest / Britannia make
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

Note 1) The Contractor may use any other equivalent brand after obtaining prior approval from DANM/DAIC.

Note 2) Only Certified brands to be used other than mentioned above.

Note 3) Above mentioned brands are just an example.

ANNEXURE-VIPART (II) COMMERCIAL OFFER

A. Category

S.No.	Items	Price Offer	Remarks if any
1	Tea		
2	Coffee		
3	Samosa (one piece)		
4	Kachori (one piece)		
5	Water Bottle (1 Ltr)		
6	Water Bottle (½ Ltr)		
7	Soft Drink (01 piece)		
8	Sandwich (01 piece)		
9	Hi-tea (06 items)		
10(packd)	Lunch (veg.) (08 items)		
11(packd)	Lunch (non-veg) (08 items)		
12(packd)	Dinner (veg) (10 items)		
13(packd)	Dinner (non-veg) (10 items)		
14	Buffet Lunch (veg)		
15	Buffet Lunch (non-veg)		
16	Buffet Dinner (veg)		
17	Buffet Dinner (non-veg)		

(B) Monthly rent offer by Vendors Rs. _____ (Rupees
_____ only)

(C) Rates of packed Lunch/Dinner and Buffet Lunch/Dinner may be supported by attaching separate sheet indicating the menu (veg and non-veg) as quoted at **para A** above.

Note 1: Cost should be ALL INCLUSIVE (TAXES, SER. CHARGES, VAT, ETC.)

1. 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.
2. If selected, we will provide all items at DANM/DAIC, mentioned as per Commercial bid.

Signature of authorised person/
Director with Seal of the Firm

Place:

Date: