

Directorate General of Performance Management
Customs, Central Excise & Service Tax
Drum shape Building, IP Estate,
New Delhi-110002

New Delhi-110002

F. No. 1024/09/2017

Dt.02.01.2018

NOTICE FOR OPEN TENDER

TENDER DOCUMENT

Tender for providing canteen
Services at
Room No. 500, 5th Floor Drum shape Building, I. P. ESTATE, NEW DELHI
Under Directorate General of Performance Management, New Delhi

SCHEDULE OF TENDER

Last date for issue of Tender documents	:	05/01/2018
Last date for submission of Tender Bids	:	15/01/2018
Date of opening of Technical Bids	:	16/01/2018

1. GENERAL

Sealed tenders are invited by the Directorate General of Performance Management, New Delhi on behalf of the President of India from reputed and experienced Companies/Firms/Agencies under Two Bid System i.e. Technical Bid and Financial Bid for providing **Canteen services at the Directorate General of Performance Management, Customs, Central Excise & Service Tax, Drum shape Building, IP Estate, New Delhi-110002** for **one years** from the date of commencement of the contract, unless extended further by mutual consent of the Competent Authority and the service provider on the terms and conditions mentioned in the tender document or unless terminated in accordance with the terms and conditions mentioned herein.

2. PARTICULARS OF THE TENDER

(a) NAME AND ADDRESS OF THE AUTHORITY

Directorate General of Performance Management,
Customs, Central Excise & Service Tax, 5th and 6th
Floor, Drum shape Building, IP Estate, New Delhi-
110002

(b) ADDRESS FOR THE DISTRIBUTION OF TENDER DOCUMENT

The tender document can be obtained from O/o the Superintendent, (Hq), 5th Floor, Drum Shape Building, I.P.Estate, New Delhi-110002 with deposit Rs.500/- towards cost of the tender form or alternatively the same can be downloaded from the following websites:

www.cbec.gov.in & www.dgicce.nic.in

(c) CONTACT PERSONS

For any clarifications;

Vinod Pandey, Superintendent, (Hq), Room No.501, 5th Floor ,Drum Shape Building, I.P.Estate, New Delhi-110002
Phone No.011-23379883

(d) COST OF TENDER:

(i) TENDER FEES:

The tender document can be obtained from the O/o the Superintendent, Room no. 501, Drum Shape Building, I.P.Estate, New Delhi-110002 by paying the tender document fee of **500 (RUPEES FIVE HUNDRED ONLY)**, either through Demand draft or Pay order in favor of **"the Additional Director General, New Delhi"**, O/o the, **Directorate General of Performance Management, New Delhi"**, payable at **New Delhi**, as may be applicable, or by cash. The receipt for payment of tender fees shall be attached along with the Technical Bid. In case the tender document is downloaded from the website, the tender fee shall be submitted along with Technical Bid in the form of Demand draft or Pay order in favor of **"the Additional Director General, New Delhi"**, O/o **"the Directorate General of Performance Management ,New Delhi"** payable at **New Delhi**. The tender document fee is **NON- REFUNDABLE**. Any tender submitted without the requisite fee will be rejected summarily.

(ii) EARNEST MONEY DEPOSIT (EMD)

The Earnest Money Deposit (EMD) of 2000/- (Rupees Ten Thousand Only), (refundable without interest) shall accompany the Pre- qualification bid in the form of Demand Draft/Pay Order drawn in favor of **"the Additional Director General, New Delhi"** payable at **New Delhi**, failing which the tender shall be rejected summarily.

(iii) PERFORMANCE SECURITY DEPOSIT

The successful bidder will have to deposit a Performance Security Deposit of 5,000/- (Rupees Fifteen Thousand Only), in the form of Bank Guarantee with **"the Additional Director General, New Delhi"** payable at **New Delhi**, having validity of one year and additional sixty days. In case the contract is further extended beyond the initial period of one year, the performance security deposit will have to be accordingly renewed by the successful bidder. After submission of the performance security by the successful Bidder, the corresponding EMD shall be released.

(e) ADDRESS OF THE OFFICE:

Directorate General of Performance Management,
Customs, Central Excise & Service Tax, 5TH & 6TH floor,
Drum shape Building, IP Estate,
New Delhi-110002.

(f) VALIDITY OF TENDER:

Tender should be valid for a period of 15 days from the date of Opening of the Financial bid.

(g) SCOPE OF WORK

This tender is intended for providing canteen facility for the staff and authorized Visitors at Drum Shape Building, I.P.Estate, Delhi-110002. The Contractor is required to run the canteen and serve Tea, Coffee, Lunch and snacks etc employees/authorized visitors of the Drum Shape Building. In addition to the regular employees of the Drum Shape Building, the canteen will also cater to the needs of the authorized visitors to the office for official work. Tea, Coffee, Snacks, Cold Drinks and lunch shall also be served for meetings or other purpose, whenever and wherever required in the premises.

3. ELIGIBILITY

The following requirements should be fulfilled in the Technical Bid.

1. The agency should have a financial turnover of at least **1(One) lakhs each** for any two years during the last three years. Necessary supporting documents should be submitted by the Bidder in this regard.
2. Should have at least 3 years' experience of having rendered in Catering Services in Government organizations /PSUs establishments. Documentary evidence in support to be enclosed.
3. The tenderer shall possess all the latest licences / certificates/ authorisation of running the canteen/ supply of food items etc.
4. EMD of 10,000/- (Rupees Ten Thousand only) in the form of Bank Draft/Pay Order in favour of the Office of "**the Additional Director General, New Delhi**" payable at **New Delhi**.
5. The agency should have following certificates/licenses and shall submit authentic proof thereof.
 - (i) Registration Certificate of the Company/Firm/Agency under the relevant Act(s)
 - (ii) Attested Photocopy of PAN/TAN/Service Tax No.
 - (ii) Attested Photocopies of Income Tax Returns for the last 3 years.
 - (iii) Attested Photocopies of similar contract executed with Central Government offices/ PSUs /Private Departments of Repute during last 3 financial years.

4. INSTRUCTIONS FOR SUBMISSION OF BID:

All the Tenders shall be prepared and submitted in accordance with the instructions as follows. **Any proposal which is not submitted in accordance with these instructions will be summarily rejected without any communication in this regard.**

(i) The bid shall be submitted in two separate sealed envelopes. The first envelope shall be super scribed "Technical Bid" and shall contain **Annexure-I** incorporating the information regarding eligibility criteria and the second envelope super scribed "Financial Bid" shall contain **Annexure-II**.

Both these envelopes and the covering letter accompanying the tender document (including all the Annexure), duly signed on each page with seal by the authorized representative of the bidder, should be enclosed in a bigger third envelope, which shall be super scribed "**Bid for providing Canteen Services at Drum Shape Building, I. P. Estate, New Delhi**" and should be submitted or reach the following address on or before the expiry of the prescribed time limit.

Superintendent, (Hq), 5th Floor ,5th Floor, Room No. 501 ,Drum Shape Building,
I.P.Estate, New Delhi-110002

(ii) No tender will be considered which is not as per the printed/typed form. The bidders should ensure that each page of the tender is signed by the person authorized to sign the tender document, affixing the seal of the Bidder.

(iii) All entries in the tender forms should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No corrections including overwriting or striking out will be permitted in the Financial Bid. In such cases, the tender shall be summarily rejected.

(iv) If any bidder is found to have business or family relationship with any employee of Income Tax Department, Delhi his bid will be rejected.

(v) No modification or substitution of the submitted bids shall be allowed.

(vi) The Bids shall be opened on the scheduled date and time at **Conference Hall, 5th Floor, Drum Shape Building, I.P.Estate, New Delhi-2** in the presence of the representatives of the bidders, if any, who are present on the spot at that time. No separate intimation shall be sent to bidders for the same.

(vii) The bidders are required to enclose photocopies of the supporting documents, self-certified by the authorized representative of the bidder.

(viii) A bid submitted without the cost (tender fees and EMD) and incomplete or

conditional bids shall not be considered and the same will be rejected.

(ix) Tenders will not be accepted after the prescribed time and date as set out in the Tender Notice or subsequent extensions, if any, notified by the office.

(x) DGPM take no responsibility for delay, loss or non-receipt of the bid sent by post/courier. Bid sent through Fax or Email shall not be accepted.

(xi) Interested parties may submit their tender after inspection of Drum Shape Building, I.P.Estate, New Delhi.

The inspection of the canteen premises can be made between 11.00 A.M. and 5.00 P.M. on all working days from the date of issue of notification till the date of closure of tender.

(xii) There should be no cutting/overwriting in the Tenders/Quotations.

(xiii) The Directorate General of Performance Management reserves the right to accept or reject any Tender / Quotation in full or in part in case of incomplete quotations and also without assigning any reason thereof. In case of any dispute, decision of DGPM will be final and binding.

(xiv) The Directorate General of Performance Management has the right to retain bids once submitted.

5. TERMS AND CONDITIONS

1. The successful bidder will be intimated by the office whereupon he will enter into agreement with the **O/o The Directorate General of Performance Management, Delhi, New Delhi, Room No-501, 5th Floor, Drum Shape Building, I. P. Estate, New Delhi-110002** commence the work immediately thereafter not later than 02 days from issuance of the intimation. **The contract shall begin from the date of actual commencement of the work at the site.** The contract shall continue for two years unless it is curtailed or terminated by the office owing to deficiency of services, sub-standard quality of skilled and unskilled manpower deployed, breach of contract, reduction or cessation of the requirements, non-compliance of statutory requirements/obligations by the bidder or any such ground as may be deemed fit by Directorate General of Performance Management, New Delhi-110002 requires that successful bidder under this contract to observe the highest standard of ethics and should not engage in activities that conflict with the interest of the office under this contract.

2. It may be noted that in case the successful tenderer does not accept the offer within 2 working days from the date of receipt of offer, the Earnest Money Deposit of the successful tenderer shall be forfeited and the tenderer shall be debarred for future participation in any of the tender invited by the Income DGPM, New Delhi.

3. Tender(s) will remain valid for a period of 1 (one) year from the date of awarding of contract. If any tenderer withdraw during the validity period, his/her Performance Guarantee will be forfeited.

4. The Tenderer to whom the contract is being awarded shall ensure that the service to be provided on production of coupons. The officials will have to purchase coupons from the agency.

5. All the above Terms and Conditions will form part and parcel of the Notice Inviting Tender.

6. (a) **Licence Fee:** Accommodation for running the canteen will be provided to the contractor at a nominal license fee of 200/- per month.

(b) **Electricity:** Free. But it should not be used for cooking purposes. The agency would use power consumption only for refrigerator, hot- case, Grinding/mixing and for such purposes as allowed by the Department.

7. Furniture, utensils, electrical equipment etc for use within the canteen premises will be provided by the Department.

8. The contractor will have to make arrangement for cleanliness of canteen and its surroundings to the satisfaction of the Department. The contractor shall also be responsible for the safe and hygienic disposal of the canteen waste.

9. The department shall provide for items i.e. Crockery, utensils, etc. and items of similar nature. Contractor should maintain the said items in proper hygienic conditions, for due discharge of obligations in respect of running Of canteen.

10. Arrangements to be made for Tea/Coffee with Cookies/Break Fast/Snacks on regular basis and Lunch as and when required basis, on subsidized rates.

11. All the arrangements for Cooking and keeping food warm and water cold will be made by the Contractor.
12. All the arrangement of servicing and arrangement to be done by the Contractor.
13. Arrangement of sufficient numbers of good Disposable water glasses to be made by the Contractor.
14. Arrangement of Disposable Crockery etc., should be made by the Contractor.
15. All the edible items should be of good quality & of reputed brands, prepared in fresh oil. The Department reserves the right to inspect the materials at any time. If it is found that raw material for food of inferior quality is used, the contract would be terminated immediately and the tenderer would be blacklisted.
16. The contractor will have to provide employees in proper uniforms for service in the canteen as also for the service in rooms.
17. The timings of the canteen will be as prescribed by the Department from time to time subject to change. Skeleton services will also be provided beyond office hours as and when required.
18. The cost of the Gas consumed in Department Canteen will be born by the contractor and on expiry of the tenure of the contract NO DUES CERTIFICATE will have to be submitted in concerned section i.e. Administration Section.
19. The contractor will be required to provide canteen service in the canteen premises and also in various rooms of the Department as and when required.
20. The contractor shall employ only such persons as are declared medically fit. No such employee will be under the age of 18 years.
21. Only cooking gas is to be used in the canteen for preparing hot drinks & cooking which is to be arranged by the contractor.
22. The Department will repair electrical and any other fittings and fixtures installed in the space provided to him by the Department for the purpose of preparing Lunch, Tea and Coffee.
23. Daily requirement of Snacks item will be informed to the contractor, If, necessary.
24. Materials used for cooking purpose Tea, Coffee, Spices, Food stuffs, Vegetable, Oil etc. should be of branded quality only like (Safolla, Sunflower oil, Nature Fresh, Ashoka Atta, Ashirwad, MDH, Catch, Rajdhani etc).

25. The contractor will take all necessary precautions against fire hazards and comply with rules and regulations as laid down by concerned local authorities and to the satisfaction of the Department.

26. The subsidized rate list and menu as approved by the Department should be displayed daily. The contractor may sell other food items like Cold Drinks, packed snacks at prevailing market rates only or as assigned by the Department.

27. Details of working lunch will be provided as and when needed.

28. No rate will be revised without the approval of the Department.

29. The contractor will have to employ the required staff at his own cost and bear all the statutory and other liabilities for running the canteen. The contractor will have to pay the minimum wages to the engaged staff, as per minimum wages Act. Notifications issued from time to time, EPF and Bonus etc. as per Employees Provident Fund Act and Bonus Act amended from time to time.

30. The Department shall not in any manner be treated as the employer of these employees or concerned with the terms of their employment or conditions of their services since the relationship of employer and employees shall always be considered to be between the contractor and such persons, as will be employed by him. While engaging these employees the contractor will make these conditions clear to them categorically and in writing, and their acceptance of these terms shall be communicated to the Department also.

31. The contractor shall obtain license under the Contractor Labor (Abolition and Regulation) Act 1970 (hereinafter referred as the contractor labor Act) and all other requisite licenses at his own cost from the Appropriate Authorities and comply with the terms and conditions of the license(s) and all other relevant and necessary provisions of the contractor labor Act and the Rules framed there under all such other provisions of laws in any enactment or otherwise laid down by an authority from time to time, it being clearly understood and agreed upon that the entire responsibility for compliance thereof shall always be of the contractor. The contractor shall be fully responsible for any compensation etc. in case of any injury/casualty or mishap to any employees of the canteen during canteen working hours.

32. Under no circumstances any of the contractor's employees will stay in the Department premises beyond canteen hours after closing the canteen. He will ensure

that the canteen rooms are properly locked and secured during closed hours of the Department. The access to the space allotted to the contractor will be as per the conditions and in the mode as prescribed and regulated by the Department from time to time which will be binding on him and his employees. The Department reserves the right to inspect the premises allotted to the contractor including the canteen store at any time.

33. The contractor shall not entertain any orders or supply eatables outside Drum Shape Building.

34. The contract will be awarded for **one years**. It is to start from the date of signing the agreement and the agreement may be renewed by the Department on such terms and conditions as may mutually be agreed upon between the parties.

The O/o DGPM, New Delhi reserves the right to cancel the contract at any time after giving one month's notice, if it is not satisfied with the working of the said contractor. The decision of DGPM, New Delhi in this regard shall be final and will be binding on the contractor. The contractor, if he so desires, may seek termination of the contract by giving written notice of not less than three months duration during the agreement period.

35. The contractor will, at all times, ensure discipline decent and courteous behavior by his employees while they remain in premises of Drum Shape Building. In case any of his employee indulges in any act of indiscipline, misbehavior or slogan shouting or indulges in violent act(s) or abets others in doing so and it is prima facie proved, the contractor shall remove the employee concerned from the premises immediately on receipt of written communication from the authorities which will be duly acknowledged by the contractor.

36. Under exceptional circumstances the Department reserves the right to change any term and condition as and when warranted.

37. In case of any dispute arising out of the interpretation of the terms and conditions of the contract, the decision of the DGPM, New D e l h i , will be final and binding.

38. The contractor will be required to execute an agreement in the prescribed form in case the contract is awarded.

1. 39. The contractor will have to deposit 5,000/- as performance security guarantee in the form of D.D./Pay order/Bank Guarantee Drawn in favour of the "**the Additional Director General, New Delhi**" payable at **New Delhi**. No interest will be paid on this amount. The same will be refunded when the contract is over and canteen premises are handed over to the Department and all dues from the contractor have been settled.
40. The contractor whom the above terms and conditions are acceptable, shall submit the completed tender forms to this office in sealed cover.
41. The contractor will not further sub-contract the contract to any other party. In case the contractor is found having sub-contracted this contract, the contract will be terminated without any notice and security deposit will be forfeited.
42. Every tender should be accompanied by a Demand Draft for 2,000/- as earnest money drawn in favour of the **the Additional Director General, New Delhi** payable at **New Delhi**. This amount will be refunded to all unsuccessful bidders after the contract is finalized. No interest will be payable on this amount. The amount of EMD shall be returned to successful bidder on submission of performance guarantee.
43. If in any case the contract violates the terms & conditions of the contract the Security Deposit will be forfeited.

6. Indemnity

1. The contractor shall keep Directorate General of Performance Management, New Delhi and all officials of these offices indemnified from and against all suits, losses, claims, demands, proceedings, and liability of any nature or kind including costs and expenses, injuries to any person, damages to any property whatsoever, levy of fees or consequences which they may be put to or suffer on account of the services undertaken by the contractor.
2. The Contractor shall keep the Directorate General of Performance Management, New Delhi and all officials of these offices indemnified from and against all suits, losses, claims, demands, proceedings, and liability of any nature brought or Department

against them by any of contractors or employees or any other third party in connection with, relating to or arising out of the performance of the services or non-compliance, deficiency, non- implementation of various provisions of statutory requirements.

3. The contractor shall also execute an indemnity bond in favour of DGPM, New Delhi in the standard format, in this regard.
4. Decision of the DGPM, New Delhi regarding performance of contract shall be final and binding on the contractor.
5. All disputes are subject to jurisdiction of Delhi Courts.

7. Force Majeure

1. Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure.
2. In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other, give a notice of termination.

SIGNATURE OF THE TENDERER _____

NAME IN BLOCK LETTERS _____

FULL ADDRESS WITH TELEPHONE NUMBERS _____

OFFICIAL STAMP

8. Evaluation Criteria and Methodology:

1. Firstly, the envelopes containing Technical Bids shall be opened in respect of all the bidders.
2. The evaluation committee shall evaluate the Technical Bids.
3. Only the successfully qualified bidders in the Technical stage will reach the Financial Bid evaluation stage.
4. The Financial Bid of unsuccessful bidders in Technical stage shall **NOT** be opened.
5. The Financial Bid of **only** the qualified bidders in Technical stage shall be opened.
6. The bidder quoting the least overall rate in the Financial Bid shall be accepted.

Details of space provided for the canteen of Drum Shape Building, I.P.Estate, New Delhi.

1. Wash Room - 5th floor
2. Canteen Hall- 5th Floor
3. Kitchen / Pantry / Washing Room, adjacent to Canteen Hall
- 4 . Kitchen Store : space provided to keep store material below working platforms available in canteen hall and kitchen.

PROFORMA FOR PRE-QUALIFICATION BID

Sr. No.	Particulars	Documents Submitted
1.	Name of Tendering Company/ Firm/ Agency (Attach certificates of registration)	Encl No.1
2.	Name of Proprietor / Director of Company/ Firm / Agency (Attach certificates of registration)	-do-
3.	Full Address of Registered Office with Telephone No., FAX and E-Mail / Mobile / Website together with that of branch offices, if	-do-
4.	Receipt/DD/Pay order of Tender Fee	Encl No.2
5.	Demand Draft/Pay Order of EMD	Encl No.3
6.	Proof of Financial Turnover for last three years	Encl No.4
7.	An undertaking to deposit a performance security deposit as prescribed in this tender document in case selected as successful bidder	Encl No.5
8.	PAN/TAN No. (Attach attested copy)	Encl No.6
9.	Affidavit stating that the agency is / has not been black listed by Centre / State Government /PSU/ Society/Trust/ Public Ltd. / Private Company	Encl No.7
10.	Attested Photocopies of Income Tax returns for the last 3 financial	Encl No.8
11.	A statement to have read, understood and agreed to the terms and condition of this tender together with a copy of this tender documents signed and stamped on each page by the bidder/authorized representative.	Encl No.9
12.	Attested Photocopies of similar contract executed with Central Government offices / PSUs / Private Department of Repute during last 3 financial years with certificates from such offices for successful performance of the work.	Encl No.10

Signature and seal
of the Proprietor of the firm

Place: Date

**PROFORMA FOR FINANCIAL
BID**

List of Beverages and snacks/Lunch with rates

S.No.	Item	Item Quantity with weight etc.	Material, per Unit Gram/ML	Rates to be quoted by the Tenderer
1	Hot Coffee	One cup (125 ML.)	Sugar 12.00 gm Milk-50.00 ml Coffee 2 gm	
2	Hot Tea	One cup (125 ML.)	Normal, Spl. Tea Bag	
3	1Set Coffee	Containing 4 cups	Sugar 50.00 gm Milk 200.00 gm. Coffee 5 gm	
4	1Set Tea	Containing 4 cups	Sugar 50.gm Milk 200.00gm Tea Leaves 8.00 gm	
5	Half Set Coffee	Containing 2 cups	Sugar 25 Gm Milk 100.00 Gm Coffee 2.00 Gm	
6	Half Set Tea	Containing 2 cups	Sugar 25.00 gm Milk 100.00 gm Tea Leaves 4.00gm	
7	Bread & Butter	2 Pcs. (2 Slices Big+ Butter thereon)	25gm butter	
8	Vegetable Sandwich	---	Set of two piece	
9	Omelette	--	Ghee-1- gm Onion-15gm Egg-1	
10	Omlette with Slice	--	1 egg 2 Bread slice Big size	
11	Egg curry (one		one plate	

	egg)		1 egg + Gravey	
12	Mutton Curry	$\frac{1}{2}$ plate	2 pcs. Of Mutton+ Gravey	
13	Chicken Curry	$\frac{1}{2}$ Plate	2 pieces of Chicken + curry	
14	Rice with Dal/Chholey/Rajma/Achar/Raita	1 plate	100 gm Boiled Rice + 50 gm . of Dal/Chholey/Rajma/ & Achar/Raita	
15	Vegetable	1 plate	75gm	
16	Puri/Chapattis	4 pcs. With Chholley/vegetable	100 gm.	
17	Kachauri	2 pcs with Chholley/Chatney	Ghee-15.00gm Maida-15.00gm Pith-5gm weight-35gm	
18	Chholley/Bhature	2 pcs in a plate	Each piece weighting about 40 gm	
19	Full Lunch (Thali System) i.)Veg. Thali ii)Veg. Spl. Thali iii) Eco Veg. Thali iv) Non Veg. Thali v) Non Veg. Spl. Thali	Content/Items- i.) 2Rotis, Rice, Dal, Sabji, Panner Sabji, Raita & salad. ii) 2 Rotis, Rice, Paneer Sabji, Dal, Sabji, Raita,Salad, Papad & Sweet. iii) 2Rotis, Rice, Dal, Subji & Salad. iv)2Rotis,Rice, 2pieces of Chicken v) 2Rotis, Rice, 2 pieces of Chicken, Dal, Subji, Raita, Salad, Papad & Sweet.	QUANTITY- Flour-75.00gm Rice-75.00 gm Dal-25 gm Onion-15.00gm Potato-40.00gm Vegetables-30.00gm Paneer Sabji-50.00gm Ghee-10.00 gm Tomatoes-20.00gm Raita-40.00gm. Chicken/mutton-2 pieces	i) ii) iii) iv) v)
20	Gulab Jammun	45 gms	Khoya-10.00gm Paneer-2.15gm Sugar-30.00gm Maida-2.05gm	

21	Vegetable Pakora	50gm
22	Samosa	45 gm
23	Soft Drink	Bottles
24	2 Paratha with Dal	2 Pieces +Dal
25	Aloo Puri	4 Pieces

