# MoES/12/01/2018-Genl. Government of India Ministry of Earth Sciences

Ministry of Earth Sciences New Building(Prithvi Bhavan) I.M.D. Complex,Lodhi Road New Delhi-110003 Dated: 18/06/2018

# <u>e-TENDER FOR ONE YEAR CANTEEN SERVICE AT MoES HEADQUARTER</u> BUILDING (Prithvi Bhavan) LODHI ROAD, NEW DELHI

Ministry of Earth Sciences invites e-tender for Canteen Service for MoES building, Prithivi Bhavan, at IMD Complex, Lodi Road, New Delhi from reputed contractors/firms/companies etc in two bid system (Technical and Financial) for providing the Canteen Service. This is an e-tender and Technical & Financial bids are to be submitted on-line only.

- 2. Tender should be accompanied by Earnest Money Deposit in the form of a Bank draft or FDR or Bankers Cheque or Bank Guarantee of Rs.50,000/- (Rupee Fifty thousand only) from any Indian Commercial Banks drawn in favour of DDO, Ministry of Earth Sciences, New Delhi-110003.
- 2.1 EMD of Rs.50, 000/- (Rupee Fifty thousand only) should be dropped in the box kept in the General Section on or before the last date, i.e. 3:00 PM on 17/07/2018. Firms claiming exemption from submission of EMD should submit documents in support of their claim. In place of bid Security (EMD) the firms can submit a declaration that if they withdraw or modify their Bids during the period of validity or if they are awarded the contract and they fail to sign the contract or to submit a performance security before the deadline defined in the request for bids documents, they will be suspended for the period of 02 (Two) year from being eligible to submit bids for contract with MoES.
- 2.2 Last date of receipt of tender is **17/07/2018** by 3.00 pm sharp. Technical bid will be opened on dated **18/07/2018** at 3.30 pm, in the presence of representative of the firms, if any. Date of opening of Financial Bid will be intimated later only to those bidders who qualify the technical bid evaluation criteria. Ministry reserves the right to reject any or all the tender received without assigning any reason.
- 2.3 The Contract shall be for a period of One Year from the date of award and extendable for further one year subject to continuous satisfactory performance.

# Tender Document for Canteen Services at MoES

# **Document Control sheet**

Tender Document No	MoES/12/01/2018-Genl.
Name of Office	Ministry of Earth Sciences,
Date of issue	18/06/2018
Last date & Time of receipt of bids	<b>17/07/2018</b> (3:00 PM) Sharp.
Date & Time of opening of Technical bids	
	<b>18/07/2018</b> (3:30 PM)
Date & Time of opening of financial bids	To be intimated later
Place of Opening bids	Ministry of Earth Sciences, Prithvi Bhawan Opposite Indian Habitat Centre, Lodhi Road, New Delhi-110003.
Address for communication	Director (Genl.), Ministry of Earth Sciences, Prithvi Bhawan, Lodhi Road, New Delhi- 110003.

# **TECHNICAL BID**

1		Name of the Firm	
2.	a.	Full Postal Address	
	b.	Mobile Phone No.	
	C.	Telephone No.	
	d.	Fax No.	
3.		Date of Establishment of the Firm	
4.		Name of the Contact person to whom all reference shall be made regarding this tender	
5.		PAN No.	
6.		EPF code No	
7.		ESI code No	
8.		GST details	
9.		Labour License	
10.		Total numbers of Employees.	
11.		Experience as required in the Tender Document (proof to be enclosed)	
12.		Are you in the list of approved Contractors of Central Government/ State Government or PSU, give details:-	
13.		Any other information which consider necessary to furnish	

# **UNDERTAKING**

a) condition with the	ons of mentioned in t	•	•	•		
b) entire p	The rates quoted beriod of contract	y me are vali	d and b	oinding upon	me for	the
c) has		herewith _dated	vide	Demand	Draft	by me No. drawn
	k			Branch		
Science	give the right to t es to forfeit the earne elay occur on my par	st Money/Secu	urity mor	ney deposited	d by me	/ us
,	eby had undertaken der document	to render the	service	as per direct	ion give	n in
	II be vacating any spa ty to carry out the job				the Com	petent
Date: - Place: Design				ignature of th full Name: -	e Biddeı	r: -
Design	auon		(Of	fice seal of th	ne Bidde	r)

#### Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:https://eprocure.gov.in/eprocure/app.

#### **REGISTRATION**

- Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.) by clicking on the link "Online Bidder Enrolment" on the CPP Portal which is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III certificated with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g.Sify/TCS/nCode/eMudra etc.) with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DCSs to other which may lead to misue.
- Bidders then log onto the site through the secured login by entering their user ID/password and the password of the DSC/e-Token.

#### SEARCHING FOR TENDER DOCUMENTS

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may
  download the requirement documents/ tender schedules. These tenders
  can be moved to the respective 'My Tenders' folder. This would enable the
  CPP Portal to intimate the bidders through SMS/e-mail in case there is any
  corrigendum issued to the tender document.

• The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

#### PREPARATION OF BIDS

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents- including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- To avoid the time and effort required in uploading the same set of standard document which are required to be submitted as part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.)has been provided to the bidders. Bidders can use "My Space" or "Other important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **SUBMISSION OF BIDS**

- Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time.
   Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender documents.
- Bidder has to select the payment option as "offline" to pay the tender fee/EMD as applicable and enter details of the instrument.
- Bidder should prepare the EMD as per the instructions specified in the tender documents. The original should be dropped in the Drop Box kept in General Section of MoES, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other

accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has given as a standard BoQ format with the tender documents, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it only online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentially of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- Any queries relating to the tender documents and the terms and conditions contained therein should be addressed to the Tender inviting Authority for a tender or the relevant contract person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 180030702232.

## **Special Conditions of the Contract**

## **Requirements of Canteen Services**

Tenders are invited to run the canteen at MoES, Prithvi Bhawan, Lodhi Road, New Delhi-110003 having about 200 employees including visiting guests/officers from other offices. Infrastructural establishment facilities like space, furniture, utensils, crockery, electricity, PNG Gas connection and water supply will be provided to the caterers by MoES. The caterer's main liability will be on material cost, LPG/PNG Gas Cost and labour cost only. Contractor may please note that around 70 Lunch are served on an average. In addition on some occasions Special Lunch/Dinners are also required at the time of Conference/Meetings etc.

Items to be provided by MoES		
Space		
Electricity		
Furniture		
Raw Water & Water for other purpose & Washing		
Kitchen equipment		
Plates, Glasses, Spoons, Cutlery, Crockery & Utensils		
LPG/PNG Gas Connection		
Exhaust Fans & Chimney fitted in cafeteria		
Pesto Flash/Fly Removers		

# Items to be provided by the Contractor

Cooking & Serving the Food (Break-fast, Lunch, Dinner, Coffee & Tea/snacks/sweets from

08.00 AM to 09.00 PM – All five working days in a week)

Manpower (in addition to 6 persons for whom wages will be paid by this Ministry) for preparation of food items and Room Services etc. to officers.

Material required/ingredients for items to cook

Material required for cleaning utensils

Drinking water, Packaged mineral water as required in cafeteria and conference room's foyer areas.

The contractor should ensure to make the timely payment of PNG usage. Payment for PNG usage shall be done by the contractor.

# **Eligibility Criteria**

- i. Their Annual Average turnover should be more than Rs. 15 lakh during last 3 years.
- ii. The firm/agency should have successfully completed similar work during the last 3 years involving the following amounts:-
- a. 3 similar completed works costing (turnover involved) not less than Rs.8 lakh, or
- b. 2 similar completed works costing (turnover involved) not less than Rs. 12 lakh, or
- c. One similar completed work costing (turnover involved) not less than Rs 16 lakh
- iii. The firm should have on their rolls sufficient number of cooks to prepare good quality snacks/meals etc.
- iv. The firm/branch should be based in Delhi or NCR area.
- v. The firm should have GST tax, PAN number and other relevant registrations as mentioned in Para 2 of the Annex-I of this Tender Document.
  - **Note:- 1.** Similar work means experience in running of a canteen catering to about 50 to 150 employees/officers in a Central Govt./State Govt. or PSU.
- **2.** Scanned documents in support of each of the above Eligibility condition should be enclosed with the Technical Bid.

Payment for 6 persons i.e. Two Cook and 4 service boys will be given by the Ministry directly to the selected vendor on submission of monthly bill along with the GST Challan, Bank details/bio-metric attendance sheets and EPF and ESI details of those 6 persons.

Payment of Lunch Type-II and High Tea will be paid to the vendor directly on submission of bills in original.

# **CONTRACT AGREEMENT**

CONTRACT AGREEMENT NO
This Agreement made onbetween Ministry of Earth Sciences through its authorized signatory (which expression shall include its administrators, successors, executors) on the one part and M/s (hereinafter referred to as contractor) which expression
shall include its administrators, successors, executers and permitted assigns on the other part.
Whereas, MoES is desirous of getting the work of Gardening/horticulture at
Ministry of Earth Sciences, New Building I.M.D. Complex, Lodi Road, New Delhi-110003 as mentioned in detailed document and has invited tenders for this work as per tender document issued for this purpose. And whereas M/s had participated in the above referred bidding vide their proposal dated and MoES accepted their aforesaid proposal and awarded the work to M/s vide its award letter No dated and the documents referred to therein which have been accepted by M/s, resulting into a contract.
NOW THEREFORE THIS DEED WITNESSETH AS UNDER
MoES has awarded contract to M/s herein after on the Terms and Conditions contained in acceptance letter dated and the documents to therein. The award has been taken with effect as per the aforesaid award letter w.e.f The terms and expressions used in this agreement shall have the meanings as are assigned to them in the Contract Documents. Name of Documents
Award letter dated      Set of tender documents and quotations submitted by the contractor.
The above contract documents are serially numbered from 1 to and are initialled by both the parties through their representatives.
All the aforesaid contract documents shall form an integral part of this agreement. The contract shall be performed by the contractor strictly and faithfully in accordance with the terms of the agreement. Any modification of the agreement shall be effected only by a written instrument signed by the authorized representatives of both the

parties.

It is specifically agreed by and between the parties that all the differences or disputes arising out of the agreement or touching the subject matter of the agreement shall be decided by process of settlement & arbitration as per provision of the Indian Arbitration Act and Delhi shall have exclusive jurisdiction over the same.

Notice of default given by either party to the other party under the agreement shall be in writing and shall be deemed to have been duly and properly served upon the party hereto if delivered against acknowledgement duly addressed to the signatories at the addresses mentioned herein above. This is a maintenance & operation contract, which includes supply of skilled and unskilled manpower as per the conditions of the contract.

IN WITNESS HEREOF the Parties through their authorized representatives have executed these present (execution whereof has been approved by the component authorities of both the parties) on day, month and year first mentioned in Delhi,

For and on behalf of M/s	For and on behalf of Ministry of Earth Sciences, New Building I.M.D. Complex, Lodi Road, New Delhi-110003,
Witness	
Witness	

#### Other Special Terms & Conditions

- 1. Canteen will be supervised by a Committee of officers of Ministry to see that quality items are used and cleanliness and hygiene is maintained in the Canteen.
- 2. The contractor shall comply with all the provisions as required under the appropriate acts of Government and also statutory requirements as applicable.
- 3. The contract will be initially for a period of 12 months commencing from the date of award of contract. Ministry reserves the right to extend the duration of contract for further period of maximum 1 year on the same Terms & Conditions.

- 4. The contractor will submit pre-receipted bill on the first week of every month against the items supplied to the meeting/officers as per their demand. The necessary requirement slip/booking slip needs to be enclosed along with the monthly bill.
- 5. The tentative menu has been provided at Annex. III of this Tender Document. Considering all the items provided by MoES as mentioned in Page-2 of this Tender Document, the contractor should provide us the most economical rates for our consideration.
- 6. Any other items/s which MoES suggests to be included in the menu on a mutually agreed basis.
- 7. The canteen will be used mainly by officers, officials of Ministry, and their visitors.
- 8. CONDITIONAL TENDER WILL NOT BE ACCEPTED AND WILL BE REJECTED OUTRIGHT.
- 9. If any of the conditions of Tendering are not fulfilled, such Tender/Tenders will be summarily rejected out right and objections raised in this regards will neither be entertained.
- 10. Ministry 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.

# Terms & Conditions where manpower is required to be deployed by Contractor

- 1. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider will be got verified before their deployment by the service provider after investigation by local police, collecting proofs of identity like driving license, Aadhar Card, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect shall be submitted by the service provider to the Ministry within 2 weeks of the award of contract failing which Rs.5000/- may be collected as penalty for every week of delay in submission of required documents.
- 2. The service provider will also ensure that the personnel deployed are medically fit and shall keep in record a certificate of their medical fitness. The service provider shall withdraw such employees who are not found suitable by the office for any reason immediately on receipt of such a request.
- 3. The service provider has to provide the Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed with in the premises of this Ministry and in case of loss of cards the persons concerned will immediately report to their service providers as well as in charge of General Section of this Ministry.
- 4. The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work.

- 5. The Ministry may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/her/ their misconduct and service provider shall forthwith comply with such directions.
- The service provider shall replace immediately any of its personnel, if they are unacceptable to this Ministry because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct, upon receiving written notice from this Ministry.
- 7. This Ministry shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service providers.
- 8. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangement, administrative/organizational matters as all are of confidential/secret nature that can attract legal action.
- 9. The persons deployed should not be below the age of 18 years or should not be more than 50 years of age and they shall not interfere with the duties of the employees of the Ministry.
- 10. The service provider's persons shall not claim from this Ministry any benefit/compensation/absorption/regularization of services with this Ministry under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. An undertaking from the persons deployed by the Contractor will be required to be submitted to this Ministry.
- 11. The persons deployed shall not claim any Master & Servant relationship with this Ministry.
- 12. The service provider shall ensure proper conduct of his persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- 13. The firm/agency should be registered under NCT of Delhi.
- 14. This Ministry shall be reimbursing the wages of only 6 persons/workers and to run the canteen facility and for providing Room services to the officers, additional Manpower may be required and the same shall be deployed by the Contractor at his cost. No reimbursement/payment of wages beyond 6 persons shall be paid by this Ministry. The contractor is required to ensure that these additional manpower also get minimum wages and other statutory benefits like EPF & ESI. The 6 workers whose wages is to reimburse/paid by this Ministry shall be engaged by the Contractor and these will be treated as Contractor's employees. These 6 workers shall not claim any regularisation or continuation of their services in this Ministry after the contract with the Tenderer is over.
- 15. The said person engaged by the service provider shall be employee of the service provider and it shall be the duty of the <u>service provider to pay their salary every month in time</u>. The contractor should not stop the payment of salary on account of delays in payment to the Contractor from this Ministry.
- 16. The transportation, food, medical and other statutory requirement under the various Acts/Govt. Regulations in respect of each personnel of the service provider will be the responsibility of the service provider. This shall include payment of Minimum wages, PF, ESI,Service Tax etc.

#### **General Conditions of the Contract**

# **Earnest Money Deposit**

An Earnest Money Deposit (EMD) of Rs.50,000/- (in the form of Account Payee Demand Draft/Fixed Deposit Receipt (FDR)/ Banker"s Cheque or Bank Guarantee from any of the commercial banks will be required to be submitted along with the Technical Bid. The EMD may be drawn in favour of Drawing and Disbursing Officer (DDO), Ministry of Earth Sciences, New Delhi payable at Delhi. The bid security should be valid for a period of 45 days beyond the final bid validity period. The Bids received without the EMD will not be considered as valid. The EMD of unsuccessful bidders will be returned after award of Contract and the EMD of successful bidders will be returned only after receipt of Performance Security.

#### Forfeiture of EMD

The EMD shall be forfeited:

- a. If the bidder withdraws his bid during the period of bid validity.
- b. In the case of successful bidder, if he fails to furnish the required Performance Guarantee within the specified time limit.

#### **Arbitration**

All disputes and differences arising out of or in any way touching or concerning the contract shall be referred to the sole arbitration of any person nominated by the Secretary, MoES. There will be no objection to any such appointment that the arbitrator so appointed is a Government servant, that he had to deal with matters to which this indenture relates or that in the course of his duties as such government servant, he has expressed views on all or any of the matters in dispute or differences. The award of the arbitrator so appointed shall be final and binding on the parties to the Agreement.

#### **Sub-Contract**

The service provider shall not assign, transfer, pledge or sub-contract the performance of assigned services without the prior consent of this Ministry.

#### **Force Majeure**

- 1. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.
- 2. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely Ministry of Earth Sciences and the Contractor.
- 3. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If services are suspended by Force Majeure conditions lasting for more than 2 (two) months, Ministry shall have the option of cancelling this contract in whole or part at his discretion without any liability at his part.
- 4. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

#### **Notice for Termination of Contract**

Ministry 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 Ministry from Security Deposit or pending bill or by raising a separate claim.

However, the agreement can be terminated by the Contractor by giving three month's notice in advance. If the agency fails to give three month's notice in writing for termination of the Agreement then three month's wages etc. and any amount due to the agency from this Ministry shall be forfeited.

#### **Rates and Prices**

- Bidders should quote the rates in the format given at Annexure-II. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing or overwriting is permissible.
- 2. All statutory duties and taxes (including GST) and other applicable taxes may be clearly specified. Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall result in forfeiture of the EMD.

#### **Applicable Law and Jurisdiction**

All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subjected to the exclusive jurisdiction of Indian Courts at Delhi.

## **Acceptance or Rejection of Bids**

Ministry reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without assigning any reason.

# **Conditional Contract**

Conditional Tender will not be accepted and will be rejected outright.

## **Ministry's Rights**

The Ministry 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.

Annexure-I

## **Qualifying Information**

S.No.	Details requested by MoES	Details to be furnished by the firm
01	Status of Ownership of the firm	a. Proprietary
		b. Partnership
		c. Company
		d. NGO
02	Statutory Registrations	a. Central Labour Authorities
		b. State Labour Authorities
		c. ESI
		d. EPF
		e. GST
		f. PAN
		g. Registration for Catering
		Services / Food Business
		License (Municipal
		Corporation etc.)

03	,	Skilled Semi-skilled Unskilled
04	Annual Turnover of the firm for the last 3 Financial Years (2014-15, 2015-16 and 2016-17)	
05	No. of years" experience in similar contract execution in Central Govt./State Govt. or PSU are to be provided.	
06	Has the firm got ISO certification for the services required by MoES?	
07	All the above stated credentials are to be supported with the documentary evidence for evaluating the offer.	
08	Firm"s address in Delhi or NCR area	
09	The firm"s completed works during last 3 years:-	
	i. 3 similar works involving Rs.8.00 lakh	
	ii. 2 similar works involving Rs.12 lakhs.	
	iii. 1 similar works involving Rs.16 lakhs.	

# Financial Bid

# TABLE -I

# 1.For Manpower

SI.No.	Description of man power	Number of person required	Rate per person	Total amount (please multiply with the number of person)
1.	2	3	4	5
1.	Cook	02- Skilled Workers	Rate per person EPF ESI	

•	Service Boy and Wash boy	04- Unskilled Workers	Rate per person EPF ESI	

#### Note:-

- The Workers are to be paid Minimum Wages as applicable under Minimum Wages Act in Delhi. In addition other statutory benefits like EPF and ESI are to paid to these Workers. The contractor shall be responsible for deposition of EPF & ESI with the concerned authorities.
- 2. This Ministry will re-imburse the Minimum Wages of 6 workers (2 skilled and 4 unskilled) and other statutory benefits like EPF and ESI and GST there on. However, the contractor shall have to submit bank account details as proof of having paid minimum wages to workers and deposition of EPF and ESI with the concerned authorities every month. Each month, these payments will be made first by the contractor and thereafter seek reimbursement from the Ministry.
- 3. As soon as the Minimum Wages or EPF and ESI rates are changed by the Govt., the same shall become applicable to these workers and this Ministry shall re-imburse the same at minimum of these rates on the basis of documents furnished by the firm of having paid the same to the workers/deposited with concerned authorities.
- 4. To run the canteen Services and to provide Room Services to the officers, additional manpower may be required and this required additional manpower shall be provided by the Contractor/Tenderer at his own cost. No reimbursement of wages of workers thus deployed (in addition to 6 workers) shall be made by this Ministry.

#### II. Rate for Food Items

(As this Ministry shall be providing Wages for 6 workers it is expected that the officers and staff of this Ministry gets beverages and food items at reasonable rates. Therefore very reasonable rates may be quoted).

**TABLE II** 

SI.No.	Description of Food Item	Approximate number of unit per day	Rate per unit (including Taxes)	Rate for number of units mentioned in Col. No. 3
1	2	3	4	5
1	Tea (per cup)	240		
2	Coffee (per cup)	60		

3	Snacks (menu at Annexure-II	200	
4	Sweets (Menu at Annexure-II	40	
5	Lunch (Type I daily ordinary Lunch) Menu at Annexure-III	70	

Note: 1. The rate for serving the Official Lunch (Lunch Type-II) subject to a maximum of Rs.350/- per person (including GST) [for various official meeting] shall remain the same for all Tenderers (Annexure-III). Similarly, the rate of High Tea shall remain the same for all Bidders subject to a maximum of Rs.200/- per head for various official meetings (Annexure IV). The rates for official lunch and High tea are not required to be quoted by the bidders. These rates will depend on approval given by the Ministry for each meeting.

2. This Ministry does not give any assurance about the number of items which will be sold on a particular day. Column 3 in Table II is only for calculation purpose, but quantities may increase or decrease.

**Selection Criteria:** The firm which quotes the overall lowest rates for the items mentioned in the Table I & Table II above shall be awarded the contract. In case 2 or more firms quotes the same rates, the lowest bidder shall be selected based on their past experience. The decision of the Tender Committee shall be final in this regard. Thus, the lowest Bidder will be decided based on the rates quoted by the firms in Table I & Table II above taken together.

**Annexure-II** 

#### Tentative Menu

## **Snacks** (Vegetarian only)

S.No.	Items	Rate
1.	Samosa	
2.	Bread Pakora	
3.	Vegetable Cutlet	
4.	Dal Vada (with Sambar)	
5.	Dal Vada (without Sambar)	

6.	Poha/Upma	
7.	Any other snacks(Please mention the name)	

Note: Chutney/sauce with snacks (wherever needed) shall be provided.

# **Sweets**

S. No.		Items	Rate
1.	Rasgola		
2.	Gulab Jamun		
3.	Khoya Burfi		
4.	Boondi Laddoo		
5.	Any other sweet		

# Beverages

S.No.	Items	Rate
1.	Tea (made with tea bag) – one cup	
2.	Tea (made with tea bag) – half set for two cups	
3.	Tea (made with tea bag) – full set for four cups	
4.	Coffee – single cup	
5.	Coffee – half set for two cups	
6.	Coffee – full set for four cups	

## **Daily Ordinary Lunch (Type I Lunch)**

S.No.	Items	Rate
1.	-Dal Fry / Dal Tadka / Dal Makhani /	
	Rajma,	
	-Plain Basmati Rice,	
	-2 Roti/ 1 Naan,	
	-one dry Seasonal Subji, one Tari Subji,	
	-Raita (Boondi/Kheera/Mix Veg.),	
	-Salad.	

Note: 1. Based on the above list, menu for five working days of a week will be decided.

Note :2. The lunch if ordered by an officer of the rank of Under Secretary and above, it will be supplied by the contractor in the room of the concerned officer.

Note: 3. The sign oblique (/) may be read as or

# **Annexure-IV**

Official Lunch (Type II) – Official approved rate is subject to a maximum of Rs.350/- per head (including tax). This rate will remain same for all Bidders

The lunch as per menu given below is required to be served on the days whenever meetings/conferences are held in the Ministry

S. No.	S. No. Items (Any one Each)	
D al Fry / Dal Tadka / Dal Makhani     Plain Basmati Rice / Peas Pulao / Jeera Rice		
	Muttor Paneer / Shahi Paneer / Palak Paneer / Saag Paneer / Kadai Paneer	
	<ul> <li>Mix Veg. / Aloo Gobi / Aloo Capsicum / Aloo GajarMuttor</li> <li>Bhindi Opinion / Corn Palak / Gobi Adraki</li> </ul>	

- Chana Masala / Baingan Masala / Ghiya Chana / Pumpkin Masala
- Boondi Raita/ Kheera Raita / Mix Raita
- Plain Roti / Tandoori Roti / Naan
- Green Salad / Sprout
- Achar
- GulabJamun / Rasgula / Ice Cream / Moong Dal Halwa / GajarHalwa

Note: Whenever oblique(/) signed has been used, it may be read as or

**Annexure-V** 

# Official High Tea ( in Buffet) Official approved rate is subject to a maximum of Rs.200/- per head (including GST)

Pastry,
Sandwich/Spring roll,
Sweet (Gulab
Jamun), Paneer
Pakora/mix pakora,
tea/coffee
cookies

#### Note:

- i. In case of official meeting, the supply order is for Tea and Snacks/Sweets the rate for supply of these items should not exceed their individual rates.
- ii. For supply of Tea with 04 cookies per plate, the rate should not exceed Rs. 20/- per plates (including tax)

## **Performance Security**

To ensure due performance of the contract, Performance security is to be obtained from the successful bidder awarded the Contract. The successful bidder must furnish a Performance Security Deposit of Rs. 2,00,000/-within 10 days from the date of acceptance of the Bid. The Performance Security Deposit shall be in the form of Account Payee Demand Draft/Fixed Deposit Receipt (FDR) or Bank Guarantee from a Commercial Bank drawn in favour

of Drawing & Disbursing Officer (DDO), Ministry of Earth Sciences, New Delhi and payable at Delhi. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. EMD shall be refunded to the successful bidder on receipt of Performance Security.

## **Signing of Contract**

The successful bidder will be required to enter into a contract Agreement with the Ministry within **10 days** of the issue of letter for Award of Contract.

Statement I- General Conditions of the Contract where 2 Bid – System is to be followed

**Bid Submission Procedure** – The Bids can be submitted either on-line. In case of on-line Bids, the following procedure may be followed:

The Tender has to be submitted on-line on <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>.

The interested Tenders can participate in e-tendering and such tenderers should have a Digital Signature for the purpose of participation in the e-tender process. Detail instructions for submission of on-line Bids are given in Annex-VII.

Last Date & Time for submission of Bids :The E- tenders MUST be submitted ONLINE on or before 3.00 PM on 17/07/2018.

#### **Technical Bids and Financial Bids**

The bids shall consist of two parts – Technical bid and Price bid. All the information sought under Annex I is to be given in Technical Bid while the price quoted for the same will have to be mentioned only in the Price Bid. The price bids of only those parties will be opened whose Technical Bid are found to be eligible.

In case of E- Tender the Original EMD of Rs.50,000/- instruments (such as Demand Draft, Bankers' Cheque, FDR, Bank Guarantee) should be posted/ in person to the tender processing section of the Ministry latest by the last date and time of bid submission.

No Tender related document will be accepted after the last date & time for submission of the Bid and this Ministry shall not consider any request in this connection on account of various reasons like postal delay or courier /upload delay or any other technical issues etc. Such late Tenders shall be rejected and returned unopened. The Demand Draft/Banker"s cheque/FDR or Bank Guarantee should be drawn in favour of DDO, Ministry of Earth Sciences and these should be payable at New Delhi.

The details of the EMD /Tender fee physically sent must tally with the details available in the scanned copy and the data entered during bid submission time, other wise the uploaded bid will be rejected. Tender /Bid received without EMD or Tender fee shall be rejected.

The Technical Bids shall be opened on-line and the bids received manually shall also be opened at the same time in the Conference Hall, Ministry of Earth Sciences, Prithvi Bhawan, Lodhi Road, New Delhi at 3.30 PM on 18/07/2018, in the presence of one representative of each of the bidders who wishes to be present.

The Price Bid shall be opened after evaluation of Technical Bids. The financial Bids will be opened only of those firms / bidders who qualify the Technical Bids Evaluation Criteria. The bidders who qualify the Technical Bids will be informed about the date & time of opening of the financial Bid and they can participate in the opening of their financial bids.

# TENDER ACCEPTANCE LETTER

	(10 be given on Company Letter Head)	
		Date: To
	Sub: Acceptance of Terms & Conditions of Tender.	
	Tender Reference	
NO:	Name of Tender/Work:-	
	Dear Sir,	

mentioned "Tender/Work" from the website(s) namely:

1. I/We have downloaded/ obtained the tender documents(s) for the above

	·
	As per your advertisement given in the above mentioned website(s).
2.	I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from page Noto(including all documents like annexure(s), schedule(s) etc.), which form part of the contract agreement and I/we shall abide hereby the terms/conditions/ clauses contained therein.
	The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.
	I/We hereby unconditionally accept the tender conditions of above mentioned tender documents(s) corrigendum(s) in its totality/entirety.  In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/ bid including the forfeiture of the full said earnest money deposit absolutely.
	Yours faithfully
	(Signature of the Bidder, with Official Seal)