

Copy No: \_\_\_\_\_

No: 1(V)/4/2018/D(Cer)

Government of India

Ministry of Defence

New Delhi, the 11<sup>th</sup> December, 2018.

**Invitation of Bids for opening of two canteens at Rashtriya Rangshala Camp during Republic Day Celebrations-2019**

To

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**Request for Proposal**

Dear Sir(s)

On behalf of the President of India, (hereinafter referred to as the Government) you are hereby invited to tender on the prescribed form (enclosed Appendix) for opening of two Canteens at the Republic Day Camp in Delhi at **Rashtriya Rangshala Camp, Delhi Cantt. Delhi-110010 (Near Kendriya Vidhyalaya No. 2 and APS Colony)** to be set up by this Ministry in connection with the Republic Day Celebrations, 2019 on the terms and conditions of the Contract as given below :-

1. Tented floor area of approximately 36' x 72' near tableau area and 18' x 30' near reception at the living area with minimum scale of furniture required, water and electricity will be provided by the Government free of charge, for running the canteens. Various items along with their rates fixed by the Govt. which the contractor will have to sell in the canteen are given in schedule to Appendix 'B'.

**Forwarding of Bids & Eligibility Criteria**

2. Tender addressed to the President of India should be submitted alongwith a call deposit for fee of Rs.20,000/- (Rupees twenty thousand only) as earnest money in a sealed cover addressed to the Under Secretary(Ceremonials), Ministry of Defence and superscribed '**TENDER FOR CANTEEN**'. The EMD, in favour of Under Secretary(Ceremonials), Ministry of Defence, may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit receipt, Banker's cheque or Bank Guarantee from any of the public sector bank or a private sector bank authorized to conduct government business as per Form DPM-16. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. The tenders should be sent either by registered post or delivered personally so as to reach the addressee not later than **1100 hours on 01.01.2019**. Telegraphic or telephonic tenders will not be accepted. Tenders received late or incomplete in any respect are liable to be rejected. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. The firms should mention their GSTIN and PAN on the bid document.

3. Firms should have sufficient experience in running canteen facilities and should be running the same in any organisation at the time of bidding.

*Rajesh Choudhary*

### **Time and Date for opening of Bids**

4. Tenders will be opened at **1130 hours on 01.01.2019** in the office of Under Secretary(Cer), Ministry of Defence, Room No. 1, South Block, New Delhi-110011 and tenderers or their authorized representatives may be present at the opening thereof.

### **Licence Fee**

5. The tenderers are required to quote the Licence Fee (Rebate Money) which they would like to offer for running the two canteens and which should not in any case be less than Rs. 20,000/- (Rupees twenty thousand only).

### **Clarification regarding contents of the RFP**

6. A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

### **Evaluation Criteria:**

7. (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) The Bid will be decided upon the highest Licence Fee quoted by the particular Bidder.

(c) The Acceptable Bid will be considered further for placement of Contract / Supply Order after complete satisfaction of the Buyer. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Bidder is not in a position to supply full quantity in stipulated time.

(d) In case of tie among the highest bidders, the firm with highest turnover will be declared L1. Therefore, bidders are required to enclose balance sheet/Income tax return for this purpose along with their bid.

### **Modifications/withdrawal of Bids**

8. Tenderers will not be entitled to resile from their offer or modify the terms and conditions of the tenders submitted by them up to the date their quotations are required to be kept open. In case the quotations are withdrawn, amended or any conditions are imposed thereon, the Government shall be entitled to forfeit the call deposit money deposited by the tenderer and in addition remove the name of the tenderer from the approved list of contractors and reject their tender.

9. Acceptance of the tender shall be communicated to the successful tenderer (hereinafter called the 'Contractor') by a formal letter of acceptance thereof.

10. The Government does not pledge itself to accept the highest offer of the Licence Fee (Rebate Money) and shall be at liberty to reject any or all the tender without assigning any reason thereof.

*Rajesh Chaudhary*

### Acceptance/rejection of Bids

11. Acceptance of the tender shall be communicated to the successful tenderer (hereinafter called the 'Contractor') by a formal letter of acceptance thereof.

12. The Government does not pledge itself to accept the highest or any tender either in full or in part and shall be at liberty to reject any or all of the tenders without assigning any reason thereof. The Government shall also be entitled to place orders for the supply in full or a part of the quantity required on anyone or more of the tenderers and tenderers shall have to supply the same on the rates and subject to the conditions of tendering. Canvassing by the bidder in any form, unsolicited letter and any attempt to post tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

### Performance/ Security Deposit

13. On receipt of the letter of acceptance from the Govt., contractor will require to deposit immediately, but not later than **five days** after the receipt thereof, a sum of Rs. 20,000/- (Rupees Twenty thousand only) as security deposit by way of Account Payee Demand Draft/Pay Order or in any other form mentioned in para 2 above with the Under Secretary(Cer), Ministry of Defence. Such deposit shall not carry any interest.

14. On completion of this Contract to the entire satisfaction of the Government and subject to any deduction ordered by the Government against this or any other Contract with the Govt., the Security deposit in full or in part as the case may be, will be returned at the sole discretion of the Government to the Contractor. Failure to deposit security within the stipulated period shall amount to breach of the contract and the Government shall be at liberty to make other arrangements for the services at the risk and expense of the Contractor without giving any notice to him and recover damage as may be considered recoverable by the Government in its sole discretion. The Contractor will not be entitled to raise any dispute thereto.

### Penalty for use of Undue influence

15. The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the amount of deposit with the Buyer and refund of the amounts paid by the Buyer.

*Rajesh Chaudhary*

### Agents / Agency Commission

16. The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

### Amendments

17. No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties i.e. Government and the contractor and which expressly states to amend the present Contract.

### Repeat Order

18. Buyer can order services upto 50% under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer/Government to place the Repeat order or not.

### Fall clause

19. The following Fall clause will form part of the contract placed on successful Bidder -

a. The price prescribed for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

*Rajesh Chaudhary*

### Liquidated Damages

20. In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods, installation of equipment etc. as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 10% of the contract price of the delayed/undelivered stores/services mentioned above for every day of delay.

### Inspecting Authority

21. The Officer on Special Duty (RR Camp), Under Secretary (Cer), SO(Cer) or any other officer detailed by the Government in writing shall at all times be entitled to have access to both the Canteens and to its kitchen etc. to verify that the items of food are in accordance with the prescribed rates. If in his opinion any item served is below standard or the prices being charged are higher than those agreed upon by the Government, he may recover or deduct such amount as compensation from the Contractor as may be determined by the Officer on Special Duty in his sole discretion to which contractor cannot raise any objection.

### Quality

22. All the items shall be fresh and of good quality without any adulteration and fit for human consumption. The cooking medium shall be of any standard brand of vegetable oil/Refined oil. The Crockery and cutlery should be of good quality without any chips. If the Officer on Special Duty

(RR Camp) is of the opinion that these conditions are not being fully observed, he may in his discretion recover or deduct such amount as compensation from the Contractor as may be determined by him in his sole discretion to which the Contractor cannot raise any objection.

23. The Contractor will also be required to have fine crockery for at least 25 persons of VIP status. Thermos flasks of good quality must be kept in readiness (5 Nos). The contractor shall also observe instructions against fire hazards by installation of fire extinguishers and buckets filled with sand and water etc. Further, the contractor shall ensure that its employees wear uniform with caps while moving in the camp.

### Standard Conditions

24. All the employees of the Contractor shall be got vaccinated and inoculated in advance against the endemic group of diseases and shall at all times be clean and properly dressed and should not be suffering from any disease. If desired by the OSD (RR Camp) or Under Secretary(Cer) a proof of vaccination and/or inoculation of those employees will be given by the contractor to the OSD (RR Camp). The Officer on Special duty at Rashtriya Rangshala Camp will also be entitled to get any employee medically examined and if found suffering from any disease, have him immediately removed from the Camp. Metal utensils shall be freshly tinned. Linens shall be neat and clean. Government is competent to appoint any authority to supervise the working of the Canteen and quality of edible items served therein and the recommendations made by such authority are binding on the Contractor and should be implemented forthwith.

*Rajesh Choudhary*

25. Time being the essence of the Contract, if the service is not effected within the schedule time or the provision of various clauses are not complied with, the Government shall be at liberty to forfeit the security deposit and made other arrangements for the same at Contractor's risk and expense without giving any notice thereof to the Contractor and recover any loss or extra expenditure so incurred, from the Contractor.

**26. Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- a. The delivery of the material is delayed for causes not attributable to Force Majeure for more than (05 days) after the scheduled date of delivery.
- b. The Seller is declared bankrupt or becomes insolvent.
- c. The delivery of material is delayed due to causes of Force Majeure by more than (10 days).
- d. The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- e. As per decision of the Arbitrator.

### **27. Force Majeure Clause**

- a. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military Operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b. In such circumstances the time stipulated for the performance of an obligation under the present contract is altered correspondingly for the period of time of action these circumstances and their consequences.
- c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10(Ten) days from the moment of their beginning.
- d. If the impossibility of complete or partial performance of an obligation lasts for more than 10(ten) days, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 05(five) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

### **Damages/Loss**

28. The Government shall not be responsible for any damage or loss suffered by the Contractor or any of his employees during the period of this Contract.

29. The Contractor shall be responsible for any damage or loss to Government property entrusted to him or otherwise in the Camp which may be due to him or his employees and shall be liable to make good any such loss or damage as assessed by the Government.

*Rajesh Chaudhary*

**Performance/Duration of service**

30. The performance of services shall commence from immediate effect and shall continue till the last contingent leaves the Camp which is expected to be by the first week of February, 2019. After the closure of the Camp, the contractor shall vacate the premises peacefully.

31. After issue of the Letter of Acceptance of the tender, all actions to be taken by the Government under this Contract shall be taken on its behalf by Under Secretary (Cer), Ministry of Defence and the Contractor shall correspond with him directly in all matters relating thereto.

**Transfer and Sub-letting**

32. The Contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof., as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

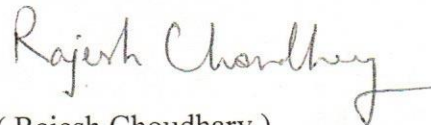
**Arbitration**

33. In the event of any dispute, question or difference between the parties in respect of any matters comprising this contract, the same shall be referred to the sole arbitration of Joint Secretary incharge of Ceremonials in the Ministry of Defence or such other person as may be appointed by him for the purpose. The Award of the Arbitrator shall be final and binding on the parties and there will be no objection to the appointment of any arbitrator on the grounds that he is a Government servant or that he has dealt with or will be dealing with the matters in dispute in his official capacity. The Arbitrator may, with the consent of the parties, extend from time to time, the time for making/publishing the Award.

34. The venue of the arbitration shall be New Delhi. Subject to as aforesaid, the Arbitration Act 1940 and the rules thereunder and statutory modifications thereof, if any, for the time being in force, shall be deemed to apply to the arbitration proceedings under this clause.

35. This letter is sent to you in duplicate, in English only. One copy of this letter may please be returned by you duly signed as indicated below along with your tender in token of your acceptance of the terms and conditions contained therein.

Yours faithfully,  
for and on behalf of the President of India



( Rajesh Choudhary )

Under Secretary to the Govt. of India  
Tele: 2301 6547

**ACCEPTED**

Signature of witness

Date: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature of Tenderer

Date: \_\_\_\_\_  
Address: \_\_\_\_\_

Tenderer's No: \_\_\_\_\_  
 Tenderer's telephonic address, if  
 any \_\_\_\_\_  
 Tenderer's Telephone No \_\_\_\_\_

From:

M/s \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

To

The President of India  
 Through Under Secretary(Cer)  
 Ministry of Defence  
 Government of India  
 New Delhi.

Sir,

With reference to your letter No. 1(V)/4/2018/D(Cer) dated \_\_\_\_\_ inviting tenders for opening of two Canteens at the Rashtriya Rangshala Camp, Delhi Cantt. I/We the undersigned (hereinafter called 'the contractor') hereby **convey my acceptance to open the same at the camp and sell various items** at the rates fixed by the Govt. (Appendix 'B') subject to the terms and conditions contained in your above said letter on payment of a net total Licence Fee (Rebate Money) of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) payable in advance on receipt of your letter of acceptance.

2. The duplicate copy of your letter No. 1(V)/4/2018/D(Cer) dated \_\_\_\_\_ containing the terms and conditions of contract is enclosed, duly signed in token of acceptance thereof as desired.

3. I/We agree to hold this offer open up to and including the \_\_\_\_\_  
 ( 40 days from the date of opening )

Yours faithfully

Signature of witness

Date:

(Name in BLOCK LETTERS)

Address:

Signature of tenderer

Date:

(Name in BLOCK LETTERS)

Address:

*Note: In the case of partnership firm, this would be signed by all the partners or the partners authorized by others in the case of partnership firm and in all other cases by the legally authorized and competent persons.*

*Rajesh Choudhary*



## Rates of various items approved by the Government

Sl. No.	No.	Items	Rate (in Rupee)
1.	(a)	Tea per cup of 6 ½ Ozs.	6.00
2.	(b)	Tea per tray of 2 cups	12.00
3.	(c)	Coffee per cup of 6 ½ Ozs.	8.00
4.	(d)	Coffee per tray of 2 cups	16.00
5.	(e)	Espresso coffee per cup of 6 ½ Ozs.	10.00
6.	(f)	Egg Omelletes (2 eggs)	15.00
7.	(g)	Sweets:	
8.	1.	Motichoor Laddoo, Jalebi, Balushahi, Khazur etc. (35 gms.)	5.00
9.	2.	Khoya Barfi and Chhena Gulab- Jamun, Rasgulla etc. (30 gms.)	5.00
10.	3.	Cake (Britannia)	MRP
11.	4.	Pastry of size and quality supplied in Wangers, Standard, Kwality and restaurants of similar type.	10.00
12.	(h)	Saltish :	
13.	(i)	Pakora (50 gms.)	5.00
14.	(ii)	Bonda (30 gms.)	4.00
15.	(iii)	Vada (Channa Dal) (25 gms)	4.00
16.	(iv)	Samosa (40 gms.)	5.00
17.	(v)	Potato Chips (40 gms.)	5.00
18.	(vi)	Mathri (30 gms.)	3.00
19.	(vii)	Bread Pakoda with besan	7.00
20.	(viii)	Idli with Sambhar (40 gms.)	12.00
21.	(ix)	Sada dosa with coconut chutni & sambhar	15.00
22.	(x)	Masala dosa with coconut chutni & sambhar	20.00
23.	(xi)	Uthapam	15.00

24.		(xii)	Sambhar Vada (2 pieces)	12.00
25.	(i)		Sandwiches (2 pieces)	
26.		(i)	Vegetable	8.00
27.		(ii)	Egg	10.00
28.		(iii)	Cheese	12.00
29.		(iv)	Chicken	12.00
30.	(j)		Aerated Water	MRP
31.	(k)		Bread (Britannia, Modern) – to be supplied at prescribed rate	MRP
32.	(l)		2 slice (from 800 gms. Bread)	3.00
33.	(m)		2 Bread toast with 25 gms. Butter	10.00
34.	(n)		25 gms. (Amul, Vita, Sagar Butter)	7.00

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*Rajesh Chaudhary*