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No: 1(V)/3/2017/D(Cer)

Government of India

Ministry of Defence

New Delhi, the 01st November, 2017.

Invitation of Bids for Catering arrangements at Rashtriya Rangshala Camp during Republic Day Celebrations-2018

Request for Proposal

On behalf of the President of India, (hereinafter referred to as the Government) you are hereby invited to tender on the prescribed form enclosed Appendices 'A' and 'B' for Catering at the Camp to be set up to accommodate approximate 300-500 tableaux artists and others at Republic Day Camp in Delhi in connection with the Republic Day Celebrations, 2018. The number of persons to be catered varies from day to day. The duration of the camp will be about 6 weeks from last week of December, 2017. The terms and conditions of the Contract are given below:-

2. Accommodation for running catering contract with furniture, water and electricity at Republic Day Camp to be set up at **Rashtriya Rangshala Camp, Delhi Cantt. Delhi-110010 (Near Kendriya Vidhyalaya No. 2 and APS Colony)** will be provided by the Government free of charge. However, table linen, crockery, cutlery (good quality), waiters etc. shall be provided by the contractor. The contractor will also arrange cleaning of the dining hall and kitchen at his own cost. The contractor shall serve the items as detailed in the Menu attached (Appendix 'C') unless change is agreed to by the Officer on Special Duty, Rashtriya Rangshala Camp in writing.

Forwarding of Bids & EMD

3. Only Registered Firms who have sufficient experience in providing catering facilities to about 500 persons per day for a continued period of at least four weeks and have their own permanent infrastructure and supporting staff for running catering contracts are eligible for applying against the above tender enquiry. Mere experience of successful completion of a few Government catering contracts will not be sufficient.

Bids should be forwarded by Bidders under their original memo/letter pad inter-alia furnishing details like GSTIN number, Bank address with EFT account if applicable, etc. and complete postal & e-mail address of their office.

Last Date/Time and Manner of depositing the Bids

4. Tenders addressed to the President of India should be submitted alongwith a call deposit receipt of Rs.50,000/- (Rupees Fifty thousand only) as earnest money in a sealed cover addressed to Under Secretary(Cer), Ministry of Defence, Room No.1, South Block, New Delhi-110011 and superscribed 'TENDER FOR CATERING'. 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 (Available in MoD website and can be provided on request).

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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 30th 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 tender should be sent either by registered post or delivered personally so as to reach the addressee not later than **1500 hours on 27.11.2017** along with copies of all relevant experience certificates. 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.

Time and Date for opening of Bids

5. Tenders will be opened at **1530 hours on 27.11.2017** 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.

Evaluation Criteria:

6.(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 Lowest Bid will be decided upon the lowest grand total price/rate arrived at on the basis of price/rate quoted by the particular Bidder as per the Price Format given at Appendix-B to this tender enquiry/RFP. Overwriting of prices should be avoided and in case any correction is done, the same must be countersigned. There shall be no consideration of taxes in evaluation process of Price/Financial Bids. Thus, the ultimate cost to the MoD excluding taxes would be the deciding factor for ranking of Bids. The quoted rates, once accepted, shall remain valid till completion of Contract.

(c) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

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

(e) In case of a tie amongst lowest bidders based on the evaluation criterion in para 6 (b) above, Price Quoted on Lunch and dinner (in Annexure-I to Annexure-B of the tender document)(sum of bids for individual items lunch and dinner) will be considered for finalisation of L1.

Modification and Withdrawal of Bids

7. The tenderers have been permitted to tender on the explicit understanding that they shall not resile from their firm offer or modify the terms and conditions of the tenders to be kept open. The contractor cannot raise any dispute at any stage regarding the quotations submitted and accepted by the Government. In case, the quotations are withdrawn or any conditions are imposed thereon, the Government shall be entitled to forfeit the call deposit money of the tenderer, remove his name from the approved list of contractors and reject his tender.

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Acceptance/rejection of Bids

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

9. The Government does not pledge itself to accept the lowest 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 Govt. 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 post tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

Performance/security deposit

10. On receipt of the letter of acceptance from the Govt., the Contractor shall deposit immediately, but not later than **five days** after the receipt thereof, a sum of Rs.1,25,000/- (Rupees One Lakh twenty five thousand only) as security deposit by way of Account Payee Demand Draft/Pay Order or in any other form mentioned in para 4 above with the Under Secretary(Cer), Ministry of Defence. Such deposit will not carry any interest.

11. 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 and the Contractor cannot raise any objection thereto. Failure to deposit security amount within the stipulated period shall amount to breach of the contract and the Government shall be at liberty to make other arrangements for the catering at the risk, cost and expense of the Contractor without giving any notice to him and recover such other expenses as may be considered reasonable by the Government in its sole discretion. The Contractor will not be entitled to raise any dispute thereto.

Technical details/specifications

12. Vegetarian and Non-vegetarian food shall be cooked separately and served separately.

13. Table service including clean linen, shall be provided by the Contractor. ~~The~~ Contractor shall provide his own utensils/equipment etc. and the necessary number of employees. All the utensils must be freshly tinned. The number of bearers shall not be less than one per every fifteen dinners at a time. Adequate arrangements shall be made by the contractor to provide hot water for sterilization of utensils, crockery etc.

Quality

14. All the items shall be fresh and of good quality without any adulteration and fit for human consumption. The cooking medium shall be any standard brand of vegetable oil/Refined oil. No other oil will be allowed to be used or brought in the Camp. Oil tins will be opened before an officer to be nominated for the purpose by the OSD(RR Camp).

15. The Contractor shall be required to have fine crockery for at least 30 persons of VIP status. The contractor shall keep in readiness thermos flask of good quality for storing tea, coffee or some drinks. The contractor shall also observe instructions against fire hazards by installation of fire

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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. He shall also make arrangements for keeping separate towels, soap and hot water for cleaning of hands after having lunch and dinner.

16. The contractor shall be informed in writing on the previous day, about the exact number of meals required for the following day and payment will be made according to the meals actually consumed. The meals ordered but remained unconsumed due to late arrival of the parties will be paid at half the rates. Bill for the meals will be submitted by the contractor on weekly basis to OSD(RR Camp). If, on any day, any one meal is not taken, the charge for the same shall be deducted from the charges for the meals for the day on the basis of casual charges for the said meals provided a written notice of at least 4 hours of the same is given in advance to the contractor.

Standard conditions

17. All the employees of the contractor shall be got vaccinated and inoculated in advance against the endemic group of diseases and should not be suffering from any disease. A proof of vaccination and/or inoculation of these employees will be given by the contractor to the OSD, Rashtriya Rangshala 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. The contractor or his employees cannot raise any objection to the same.

Inspection/Recovery Provisions

18. The Officer on Special Duty (RR Camp), Under Secretary (Cer), Section Officer(Cer) or any other officer detailed by the Government in writing shall at all times be entitled to have a free access to the place of catering to verify that the items of food are being served in accordance with the menu and are of good quality and if in his opinion catering is not being done in accordance with the menu or any other items served is of substandard quality, the Government may 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.

19. OSD, Rashtriya Rangshala Camp, Under Secretary (Cer), Section Officer(Cer) or any other officer detailed by the Government in writing shall at all times be entitled to have special inspection of the kitchen two hours before lunch/dinner time especially with a view to ascertain that the preparation is on and the contractor will be in a position to serve lunch/dinner in time. After such inspection, if in his opinion that lunch/dinner is not being prepared and/or it would not be possible to have it served on that occasion, he will at his sole discretion be entitled to make arrangement to provide lunch/dinner through some other channel at the cost and expenses of the contractor and the contractor cannot raise any objection thereto.

20. Time being the essence of the contract, if the contractor fails to cater during the scheduled time or violates any of the conditions of the contract, the OSD, Rashtriya Rangshala Camp (whose verdict in this respect shall be final and binding) shall be entitled to discontinue catering immediately and make other arrangements for the same at the contractor's risk, cost and expense and recover the extra expenditure so incurred from the contractor to which the contractor cannot raise any objection.

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Taxes and Duties

21. In respect of Indigenous bidders

(i) General

- a. If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.
- b. If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.
- c. If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently no applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charge by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
- d. Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

22. 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 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) provided Force Majeure clause is included in contract.
- 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 Arbitration Tribunal.

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23. 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. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization shall be a sufficient proof of commencement and cessation of the above circumstances.
- e. 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.

Liquidated Damages

24. 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 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every day of delay, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

Damage/loss

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

26. 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. The contractor shall abide by the rules and regulations of the camp and follow the instructions of the OSD, Rashtriya Rangshala Camp given to him from time to time.

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Performance/duration of service

27. The performance of services/supply of the items shall commence from the date of arrival of the first contingent in the Camp which is expected to be around the first week of January, 2018 or even earlier and shall continue till the last contingent leaves the Camp which is expected to be by the first week of February, 2018. After the close of the Camp, the contractor shall vacate the premises peacefully and return all the items given to him by the Government in perfect and good condition.

Payment Terms and Paying Authority

28. 100% payment will be made on completion of the contract to the entire satisfaction of the Government, whose verdict in this respect shall be final and binding. The contractor shall return all items given to him and submit a pre-receipted bill, in triplicate to Under Secretary (Cer), Ministry of Defence, who after necessary scrutiny of the bills, and after making such deduction as may be necessary under the terms of the contract shall arrange payment to the contractor, through **Principal Controller of Defence Accounts, New Delhi.**

29. 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

30. 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

31. 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 in-charge of Ceremonials in the Ministry of Defence or such other person as may be appointed by him for the purpose or any other officer performing his duties as the case may be. 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.

32. 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.

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33. 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 alongwith 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: 23016547

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)/3/2017/D(Cer) dated _____ inviting tenders for catering at the Rashtriya Rangshala Camp, I/We the undersigned (hereinafter called 'the tenderer') hereby offer to cater at the camp at the rates given in the schedule attached. I/We have carefully gone through and have understood the requirement of the said items, the terms and conditions of the contract contained in your above referred letter received in duplicate, a copy of which has been signed and is hereby returned by me/us in token of my/our acceptance thereof. I/We agree to be bound by the provisions contained in the said letter.

2. I/We agree to hold this offer open up to and including the 10th February, 2018 and not to withdraw, amend, or modify the same during the said period and I/We shall be bound by a communication of acceptance dispatched within the said period. I/We have deposited the earnest money. I/We have understood that tender documents have been issued to me/us and I/We are being permitted to submit the tender in consideration of the stipulation on my/our part that after submitting the tender, I/We will not resale from this offer or modify the terms and conditions thereof till 10th February, 2018 and if I/We fail to observe and comply with the foregoing stipulation, the earnest money shall be forfeited to the Government of India.

Yours faithfully

Signature of witness

Date:

Address:

Signature of tenderer

Date:

Address:

Note: To be signed by all the partners or the partner authorized by others in the case of partnership firm and in all other cases by the legally authorized and competent persons.

Rajesh Chaudhary

SCHEDULE TO TENDER/PRICE BID FORMAT

1. Tender to be addressed to : The President of India
2. Tender to be submitted to : Under Secretary(Cer)
Ministry of Defence, New Delhi.
3. Last date of submission : **1500 hours on 27.11.2017**
4. Time, date and place of opening of the tender & Contact Numbers : **1530 hours on 27.11.2017 in**
Room No. 1, South Block,
New Delhi. (Tel. 23012904, Fax:23016547)
5. Tender open for acceptance upto : **1500 hours on 27.11.2017.**
6. Tender for

Sl. No.	Service	Rate per person per day (excluding all taxes)	Tax (GST)	Rate per person per day (including all taxes)
1.	Bed Tea, Breakfast(Veg/Non-Veg), Lunch(Veg/Non-veg.), Evening Tea, Dinner(Veg/Non-veg.) including hot water for morning bath as per requirement.			

These meals will be served in all three regions' Menu(Northern, Southern & Eastern) as Mentioned in Appendix 'C' of this Tender documents

(Break up at Annexure-I of the rate of above said meal for the purpose of para 16 of the Tender document)

(children under 12 years of age will be charged for at half the above rates).

7. Place or places at which catering is to be done : Rashtriya Rangshala Camp at Delhi Cantt.
8. Experience of running catering :
9. Address at which the present catering is running :

Rajesh Chandel

10. Tender signed in the capacity :
of the firm

11. Earnest money deposited : Receipt No.

12. Condition of contract contained
in the invitation to the tender
No: 1(V)/3/2017/D(Cer)
Dated_____.

Signature of witness

Signature of tenderer

Date & Address

Date & Address

** Under S.No. 6, vendors are requested to quote only one rate for meals/casual meals. No separate rates should be quoted for Veg. and Non-veg items to be served in meals/casual meals.*

Rajesh Chandel

MENU FOR RDP – 2018 REPUBLIC DAY CAMP

	<u>NORTHERN MENU</u>	<u>SOUTHERN MENU</u>	<u>EASTERN MENU</u>
<u>Bed Tea</u>	2 Cup	2 Cup	2 Cup
<u>Break Fast</u> <u>(Non-Veg)</u>	1. 2 Egg to order 2. 4 Slices of Bread 25 gms Butter (to be served separately) 3. Tea/Coffee	1. 2 Eggs to order 2. Sada Dosa with sambar/chatni 3. Tea/Coffee	Same as per Northern
<u>(Veg)</u>	1. 2 Cutlets 2. 4 Slices of Bread 25 gms Butter (to be served separately) 3. Coffee	1. Sada Dosa with Sambar 2. 4 Iddlies with Sambar chatni 3. Tea/Coffee	Same as for Northern
	<u>or</u>		
	1. 4 puries 2. 100 gms suji halwa 3. Chholay/alloo + Pickle 4. Tea/Coffee		
<u>Lunch</u> <u>(Non-Veg)</u>	1. Chicken curry mutton or Rohu fish curry by rotation (100 gms) (minced meat in any form will not be accepted) 2. One vegetable 3. Dal 4. Chappati/Rice 5. Papad 6. Chatni 7. Achar 8. Salad	Same as per Northern	As for Northern except that the preparations should be less spicy and vegetables preferably boiled
<u>(Veg)</u>	One Banana or Orange to be served to each after lunch		
	1. Paneer/mushroom dish (75 gms.) 2. One vegetable 3. Dal 4. Chappati/Rice 5. Papad 6. Chatni 7. Achar 8. Salad	1. Rice 2. Sambar 3. One vegetable 4. Rasam 5. Curd 6. Papad 7. Achar 8. Salad	-do-

Rajesh Chandra

	<u>NORTHERN MENU</u>	<u>SOUTHERN MENU</u>	<u>EASTERN MENU</u>
<u>Evening Tea</u>	1. 2 Mathis/2 Samosas/ 2 bondas/2 bread Pakoras or 50 gms Mixture on alternate Days. 2. 1 Cake piece (Britannia) 3. Tea/Coffee	Same as for Northernns	Same as for Northernns
<u>Dinner</u> <u>(Veg &</u> <u>Non-Veg)</u>	As in lunch with variation and with a sweet dish (Barfi 50 gms) or two Gulab Jam or two Rasgullas or cost wise comparable any other sweet dish		

Note: 1. Cooking medium for all
dishes will be refined oil only.

2. The Non-Veg & Veg items cooked in lunch or dinner
will not be served next day either in the lunch or the
dinner.

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Annexure-I to the Annexure-B of the Tender Documents

S. No.	Services	Rate per person per day (excluding all taxes)	Tax (GST)	Rate per person per day (including all taxes)
1.	Morning Tea			
2.	Breakfast (Veg/non-veg)			
3.	Lunch (Veg/non-veg)			
4.	Evening Tea			
5.	Dinner (Veg/non-veg)			
6.	Hot water for bath			
	TOTAL (in Rs.)			

Rajesh Chavhan