

No.F.20017/7/2008-Protocol
Government of India
Planning Commission
(Protocol Section)

Yojana Bhavan, Sansad Marg,
New Delhi, 14th July, 2008.

TENDER NOTICE

1. Sealed tenders are invited from reputed, experienced and financially sound Companies/Firms/Agencies from the hospitality industry, for setting up a high quality in-house cafeteria and provide room service in committee rooms and office rooms.
2. Planning Commission has 7 committee rooms, with an average of 1300 official meetings taking place annually. Official meetings also take place regularly in the Chambers of Ministers, Members, and Senior Officers. The staff strength of Planning Commission is around 1500.
3. The bidding firm should have the expertise and be capable of handling the requirement, which may be assessed on the above basis.
4. The bidding firm should be presently in the business of providing services to reputed organisations of similar or larger set up.
5. The Sealed quotations with separate Technical and Financial bids filled in the specified proforma and addressed to the Under Secretary (Protocol), Planning Commission, Yojana Bhavan, Sansad Marg, New Delhi should reach latest by 3.00 P.M. on 07.08.2008 (Thursday). The quotations should either be sent by post to the above mentioned address or dropped in the Tender Box placed at Reception Area of Yojana Bhavan, New Delhi by the stipulated date and time.
6. Complete Tender Document may be downloaded from the website of Planning Commission (<http://planningcommission.gov.in>).
7. The Technical bids shall be opened at 3.30 PM on 07.08.2008 (Thursday) in Room No. 344, Yojana Bhavan, Sansad Marg, New Delhi in the presence of such tenderers or their authorized representatives who may wish to be present.
8. The tenderers whose Technical bids are accepted will be informed about the date of opening of financial bid.
9. Bids received after the closing date and time shall not be considered.

[Mahender Chaudhary]
Under Secretary to the Government of India

1. The tenderers are required to submit two separate bids - Technical and Financial, as per enclosed proforma. The two bids should be submitted in two separately sealed envelopes superscribed "Technical Bid for Providing Catering Services on rate contract basis to Planning Commission" and "Financial Bid for Providing Catering Services on rate contract basis to Planning Commission". Both sealed envelopes should be put in a third sealed envelope superscribed "Tender for Providing Catering Services to Planning Commission".
2. The declaration in the prescribed proforma should be submitted alongwith the technical bid.
3. The Technical bid should be accompanied by an Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees twenty thousand only) in the form of Demand Draft/Pay Order from a commercial bank drawn in favour of "Pay & Accounts Officer, Planning Commission, New Delhi". It should remain valid for a period of 6 months. In the absence of EMD, the tender shall be rejected summarily. The earnest money shall be refunded to the unsuccessful bidders after finalisation of the contract. It shall be refunded to the successful bidder on receipt of performance security
4. The contract will be initially for a period of one year from the date of commencement. The period of the contract may be extended on a yearly basis upto a maximum of 5 years, on request by the firm, on the same terms and conditions, provided the requirement of Planning Commission persists at that time and subject to qualitative assessment of the performance of the firm by the competent authority in Planning Commission.
5. The successful bidder, henceforth called the "contractor" will have to deposit a Performance Security Deposit of Rs.1,00,000/- (Rupees one lakh only) by way of Fixed Deposit Receipt (FDR) from a commercial bank and hypothecated in favour of "Pay & Accounts Officer, Planning Commission, New Delhi" valid for 60 days beyond the expiry of period of one year contract and further renewable, if required.
6. The contractor shall have a valid licence to operate directly or through a franchisee, the proposed cafeteria in Planning Commission.
7. The contractor may appoint a franchisee to operate the cafeteria in Planning Commission. However, for all intents and purposes of Planning Commission, the tenderer will be deemed to be the contractor.
8. The contractor shall abide by the rules/statutory loss laid down for employing labour/ staff.
9. The contractor will engage sufficient manpower to ensure prompt service.
10. The contractor shall be the "Employer" within the meaning of different Laws applicable in respect of their staff deployed in this Commission. The staff deployed by the agency in this Commission shall not have claims of any Master and Servant relationship against Planning Commission.
11. It will be the sole responsibility of the contractor, to meet transportation, food, medical and any other requirements in respect of the persons deployed by him in Planning Commission and this Commission will have no liabilities in this regard.
12. The contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to their staff. This Commission shall, in no way, be responsible for settlement of such issues whatsoever.
13. This Commission shall not be responsible for any financial loss or other injury to any of the staff deployed by the contractor in the course of their performing the functions/duties, or for payment towards any compensation.
14. The staff deployed by the contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees of this Commission during the currency or after expiry of the contract.

15. In case of termination of the contract on its expiry or otherwise, the staff deployed by the contractor shall not be entitled to and will have no claim for any absorption in any capacity in this Commission.
16. The contractor will be responsible for compliance of all statutory provisions relating to Minimum Wages, etc. in respect of the staff deployed by him in this Commission. The contractor will be fully responsible for payment of wages and other dues and compliance of all labour laws, welfare schemes applicable to the staff deployed by him in this Office.
17. Planning Commission will provide accommodation, water and electricity at nominal charges, for running the outlet. The contractor will in no way claim any ownership of the premises and furniture and fixtures, provided to him by Planning Commission. The contractor will be bound to vacate the premises, as and when decided by Planning Commission. The contractor will not use the premises provided to him by Planning Commission for promoting any other business.
18. Furniture and fixtures, kitchen equipments will be provided by Planning Commission. Maintenance of all these items will be the responsibility of the contractor.
19. Gas, utensils, crockery, cutlery and other equipments/items required for the day to day functioning of cafeteria will be arranged by the contractor.
20. The contractor will get the approval of competent authority in Planning Commission before procuring crockery, cutlery, napkins and all such items to be used by him in Planning Commission.
21. The contractor will maintain proper sanitation/hygiene in the kitchen area and cafeteria. He will ensure that the staff deployed by him is always wearing neat & clean uniforms, shoes and gloves etc.
22. The contractor may bring semi-cooked/cooked items from outside, viz., his own central kitchen or other place for sale/use in Planning Commission. The contractor may also bring packaged drinking water, items of snacks, confectionery items, milk, etc. from outside for sale/use in Planning Commission. However, the contractor will be responsible for ensuring the quality and standard of goods being brought/supplied/used / sold by him.
23. The contractor will observe all the fire safety norms and have in place the required fire safety equipments.
24. The competent authority in Planning Commission shall nominate a group of officers, who shall be authorised to inspect and conduct surprise checks of the premises provided to the contractor and make on the spot assessment of hygienic conditions / cleanliness of the premises, quality of material being used, upkeep of staff and any other aspect that they may like to check.
25. Based on the report submitted by the above mentioned Officers, Planning Commission will be competent to take action, such as deducting charges towards stale food, etc. Further, on the basis of the report submitted by the above mentioned Officers, Planning Commission shall be competent to the extent of even terminating the contract, if deemed necessary, by giving the requisite notice. It will not be binding on the part of Planning Commission to place any service order, once the notice is served.
26. Service in the Cafeteria and room service upto a level of officers may be done on cash basis. Catering in the Committee Rooms and Chambers of Ministers and Senior officers during official meetings, will be on credit basis, for which the contractor will submit bills alongwith vouchers certified by the concerned officers, to the Under Secretary (Protocol) at the end of each month and payment will be made by Planning Commission on a monthly basis. The agency shall raise the bills, in triplicate. PAN Number and or other tax registration numbers should be printed on the bills raised by the Firm.

27. The contractor shall furnish on his agency's letter head, complete details of the staff to be deployed i.e. their full name, designation, father's / spouse's name, full residential address, contact telephone no., etc.
28. The contractor shall appoint a Manager / Supervisor for interaction with the Planning Commission. The contractor shall also appoint a telephone attendant, for taking orders. To ensure smooth service, the contractor may like to have a reliever for the attendant, so that the two attendants could man the desk on rotation basis. The Manager / Supervisor and the telephone attendant(s) should be well trained, courteous, polite, have excellent communication skills in English and Hindi and experienced in their field.
29. Services in the cafeteria and room service should be available from 9.00 a.m. to 8.00 P.M. on all working days, and if required, beyond the stipulated time, on Saturdays and holidays, for which prior intimation would be given, whenever possible.
30. If at any point of time a staff of the contractor proceeds on leave, it will be the responsibility of the agency to arrange for a substitute, so as to ensure prompt service.
31. If complaints are received against any of the staff deployed by the contractor, the contractor will immediately arrange for his / her replacement.
32. Ordinarily, the contractor's staff shall leave the office premises every day after business hours. They may however be asked by Planning Commission to stay back for some exigent requirements.
33. The contractor will ensure that his employees observe all security norms and discipline as required in Govt. Ministries/Departments.
34. The contractor will issue photo identity-cards with validity period to each of his employees.
35. The contractor will observe and abide by all municipal/statutory loss laid down for operating a catering unit and cafeteria.
36. The contractor shall be liable for depositing all taxes, levies, cess etc. on account of services rendered by him to Planning Commission to concerned authorities from time to time as per extent rules and regulations in the matter.
37. The contractor shall maintain all statutory registers under the Law. The contractor shall produce the same, on demand, to the concerned authority of this Commission or any other authority under Law.
38. In case, the contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the Commission is put to any loss/obligation, monetary or otherwise, the Commission will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the contractor, to the extent of the loss or obligation in monetary terms.
39. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the contractor will be liable to be forfeited by this Commission besides annulment of the contract.
40. The competent authority in Planning Commission reserves full authority to discontinue the services of the contractor, at any point of time, by giving three month's notice and without giving any reason. The decision of the Planning Commission shall be final in this regard.
41. The competent authority in Planning Commission reserves the right to withdraw/relax any of the terms and condition mentioned above so as to overcome any problem that may arise at a later stage.
42. A copy of the tender document, including duly filled in declaration form, from pages 1 to 6 should be duly signed and sealed by the tenderer in all pages, thereby conveying his acceptance of the same, and submit it alongwith the Technical Bid.
43. Tender incomplete in any form is liable to be rejected outright.

44. The closing date and time for receipt of tenders will be 3.00 P.M. on 07.08.2008 (Thursday).
45. The Technical bid shall be opened at 3.30 PM on 07.08.2008 (Thursday) in Room No. 344, Planning Commission, Yojana Bhavan, Sansad Marg, New Delhi, in the presence of the authorized representatives of the tenderers, who wish to be present at that time.
46. The tenderers whose Technical bids are accepted will be informed about the date and time for opening the Financial Bids.
47. No bidder will be allowed to withdraw after submission of the bids; otherwise the EMD submitted by the bidder would stand forfeited.
48. In case the successful bidder declines the offer of contract, for whatsoever reason(s), the EMD submitted by the successful bidder would stand forfeited.
49. The competent authority of Planning Commission reserves the right to reject any or all tender in whole, or in part, without assigning any reason.

Eligibility Criteria

1. The tenderer should fulfil the following eligibility criteria and submit documentary proof thereof alongwith the Technical Bid:
2. The tenderer shall arrange for a site visit to one of his presently operational units, which could be inspected by a group of Officers of Planning Commission, so as to assess the quality of service being provided by him
3. The tenderer should have his Registered Office or one of the Branch Offices in Delhi / New Delhi or NCR.
4. The tenderer should be registered with the appropriate registration authorities, viz., ESI, EPF, Income Tax, Service Tax , PAN, TIN, etc.
5. As on 1st July, 2008, the tenderer should have at least two years experience in providing similar service, i.e., running a cafeteria and / or providing service in at least one organisation of repute, in Delhi / NCR.
6. A copy of the Terms & Conditions as given in the Tender Document, should be duly signed and sealed by the tenderer in all pages, thereby conveying his acceptance of the same, and submit it alongwith the Technical Bid.
7. The declaration form as per prescribed format should be duly signed and sealed and submitted alongwith the Technical Bid.
8. The Technical and Financial Bids will be accepted, only if they are neatly typed. Handwritten bids will not be accepted. Cutting / overwriting, etc. in the financial bids will not be accepted.

(Mahender Chaudhary)
Under Secretary to the Govt. of India

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DECLARATION

1. I, _____ Son / Daughter of
Shri _____ Proprietor/Partner/Director/
Authorized Signatory of _____ am competent to
sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.

3. The information / documents furnished along with the above declaration are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any vague / false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:	Signature of authorized person
Place:	Full Name:
	Company's Seal :

N.B.: The above declaration, duly signed and sealed by the authorized signatory of the agency in token of their acceptance, should be enclosed with Technical bid.

APPLICATION - TECHNICAL BID

Technical Bid page:1

1.	Name of Tendering Company/Firm / Agency		
2.	Name of Owner / Partners/ Directors		
3.	Full Particulars of Office		
(a)	Address		
(b)	Telephone No.		
(c)	FAX No.		
(d)	E-Mail Address		
(e)	Name of the Bank(s) where the agency has account(s)		
(f)	Address of the Bank		
(g)	Telephone No.		
(h)	Fax No.		
4.	Registration Details (copies to be enclosed) :		
	(a) PAN / GIR No.		
	(b) Service Tax Registration No.		
	(c)E.P.F. Registration No.		
	(d) E.S.I. Registration No.		
5.	Details of Earnest Money Deposit		
(a)	Amount(Rs.)		
(b)	D.D. / P.O. No. & Date		
(c)	Drawn on Bank		
(d)	Valid upto		
6.	Whether the tenderer intends to provide service directly (Put a tick in relevant box)	Yes	No
7	Whether the tenderer intends to provide service through a franchisee (Put a tick in relevant box)	Yes	No

(If the space provided in any of the columns above is insufficient, a separate sheet on company letter head may be attached for giving information).

Date:
Place:

Signature of Owner/Managing Partner/Director
Name:
Seal :

Technical Bid page:2

8.	Give details of the last 2 year's contracts, as on 01.07.2008, including details of present works				
	Name of the organisation, where running a cafeteria or providing catering service on a regular basis	Specify whether running cafeteria or providing catering service	Value of annual Contract (Rs.)	Duration of Contract	
				From dd/mm/yy	To dd/mm/yy
A					
B					
C					
7.	Additional information, if any				

(If the space provided in any of the columns above is insufficient, a separate sheet on company letter head may be attached for giving information).

Date:
Place:

Signature of Owner/Managing Partner/Director
Name:
Seal :

Financial Bid page:1

		For cafeteria	For room service
1	Snacks to be served with tea / coffee (Give details of items and different menu options)		
i	Packed North Indian Snacks Platter (for serving with tea / coffee)	Rates per platter	
ii	Packed South Indian Snacks Platter (for serving tea / coffee)		
2.	Other snacks items (Give item name)	Rate per piece or per kg.	
	Veg. Sandwich		
	Cheese Sandwich		
	Cheese / Tomato Sandwich		
	Cheese / Salad Sandwich		
	Chicken Sandwich		
	Veg. Cutlet		
	Paneer Cutlet		
	Veg. Patties		
	Paneer Kulcha		
	Cashew nuts		
	Bakery cookies sweet		
	Baker cookies salted		
	Wafers		
	South Indian Snacks		
	Medu Vada		
	Dal Vada		
	Vada Sambar		
	Dahi Vada		
	Idli Sambar		
	Vada / Idli		
	Dosas		
	Dosa Plain		
	Rava Dosa		
	Masala Dosa		
	Veg. Uttappam		
	Onion Uttappam		

Date:
Place:

Signature of Owner/Managing Partner/Director
Name:
Seal :

Financial Bid page:2

3.	Pizzas (Veg / Non-Veg)	Rates per piece	
i.	Give different options of veg. / non-veg. pizzas and indicate size		
ii.			
iii.			
iv.			
v.			
4.	Working Lunch (Give details of items and different menu options)	Rates per packet	
i.	Packed North Indian Vegetarian Thali		
ii.	Packed North Indian Non-Vegetarian Thali		
iii.	Packed South Indian Vegetarian Meals		
5.	Sweets:		
	Gulab Jamun		
	Rasgulla		
	Cham cham		
	Pastry (Eggless)		
	Pastry		
	Rava kesari		
6.	Beverages:	Rate per glass / bottle	
	Lassi (Sweet / Salted)		
	Cold Coffee		
	Soft Drinks (indicate quantity)		
	Coke / Limca, etc. and Diet Coke		
	100 m.l.		
	300 m.l.		
	500 m.l.		
	1 ltr.		
	2 ltrs.		
	Instant Tea		
	Instant Coffee		
	Dip Tea		
	Iced Tea		
	Lemon Tea		
	Rasam with paappad		
	Soup Veg.		
	Soup Non. Veg.		

Date:
Place:

Signature of Owner/Managing Partner/Director
Name:
Seal :

Financial Bid page:3

7	Packaged Drinking Water (Indicate quantity)		
	100 m.l.		
	500 m.l.		
	1000 m.l.		
	20 ltrs.		
8.	Ice Cream / Kulfi faluda / Rabri malai , etc.	Rate per cup/scoop/plate	
9.	Seasonal fruits	Rate per piece	
	% of VAT		
	% of Service Tax		
	% of any other tax. (Give details)		
	% of Service charges		

- The above items are only indicative. Rates may be quoted in the above format, for maximum possible number of items.
- Tender has the liberty to prepare a list of his own suggestions / items and quote their rates in the above format.
- Tender may also attach a copy of printed menu, if available. However rates have to be filled for all the items in the price bid form.
- All items should be served in plates or neat and good looking packets. All packets should contain spoons, forks, good quality paper napkins, ketchup, chatni, sambar, salt, pepper, etc., as per requirement.

Date:
Place:

Signature of Owner/Managing Partner/Director
Name:
Seal :

