No.F.20017/2/2009-Protocol Government of India Planning Commission (Protocol Section)

Yojana Bhavan, Sansad Marg, New Delhi, 31<sup>st</sup> July, 2009.

### **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 for providing service in committee rooms, office rooms and across the counter.
- 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 1350. The bidding firm should have the expertise and capacity of handling the above requirement.
- 3. The bidding firm should be presently in the business of providing services to reputed organisations of similar or larger set up.
- 4. The 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 21.08.2008 (Friday). 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.
- 5. Complete Tender Document may be downloaded from the website of Planning Commission (<u>http://planningcommission.gov.in</u>).
- 6. The <u>bids shall be opened at 3.30 PM on 21.08.2008 (Friday)</u> in Room No. 412, Yojana Bhavan, Sansad Marg, New Delhi in the presence of such tenderers or their authorized representatives who may wish to be present.
- 7. The successful tenderer will be informed of the selection and the EMD of unsuccessful tenderers will be returned after finalisation of the contract.
- 8. Bids received after the closing date and time shall not be considered.

#### [Mahender Chaudhary] Under Secretary to the Government of India

# Terms & Conditions

- 1. The tenders should be submitted in sealed envelope superscribed "Tender for Providing Catering Services to Planning Commission".
- 2. The declaration in the prescribed proforma should be submitted alongwith the bid.
- 3. The bid should be accompanied by an Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees ten 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 3 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.50,000/- (Rupees fifty thousand only) by way of Fixed Deposit Receipt (FDR) or Bank Guarantee 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 abide by the rules/statutory loss laid down for employing labour/ staff.
- 7. The contractor will engage sufficient manpower to ensure prompt service.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.

- 15. Planning Commission will provide space for running the outlet. Water and electricity charges are payable by the contractor as per rates prescribed by this Commission, 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.
- 16. Furniture, fixtures, kitchen equipments, crockery, cutlery and utensils for providing service in official meetings will be provided by Planning Commission. Maintenance of all these items will be the responsibility of the contractor. These items will remain the assets of Planning Commission.
- 17. Gas, other utensils, disposable cups, plates, etc. required for service at the cafeteria's counter, and in other office room service will be arranged by the contractor.
- 18. 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.
- 19. The contractor may bring semi-cooked/cooked items from outside, i.e., his own central kitchen 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.
- 20. The items of food should be standard size and quality, as is available in leading food chains across the city.
- 21. The contractor will observe all the fire safety norms and ensure safety of the fire safety equipments installed in the kitchen, by Planning Commission.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. Only computerised bills will be accepted. A computer with printer will be provided by Planning Commission for the purpose.
- 26. 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.

- 27. 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 telephone 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.
- 28. 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, and on Saturdays and holidays, as and when required.
- 29. 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.
- 30. If complaints are received against any of the staff deployed by the contractor, the contractor will immediately arrange for his / her replacement.
- 31. The contractor's staff shall leave the office premises every day after business hours.
- 32. The contractor will ensure that his employees observe all security norms and discipline as required in Govt. Ministries/Departments.
- 33. The contractor will issue photo identity-cards with validity period to each of his employees.
- 34. The contractor will observe and abide by all municipal/statutory loss laid down for operating a catering unit and cafeteria.
- 35. 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.
- 36. 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.
- 37. 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.
- 38. 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.
- 39. A copy of the terms and conditions given in the tender document and a duly filled in declaration form, should be duly signed in acceptance of the same, and submit it alongwith the Bid.
- 40. Tender incomplete in any form is liable to be rejected outright.
- 41. The closing date and time for receipt of tenders will be 3.00 P.M. on 21.08.2008 (Friday).
- 42. The bid shall be opened at <u>3.30 PM on 21.08.2008 (Friday)</u> in Room No. 412, 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.
- 43. The successful tenderer will be informed of the selection and the EMD of unsuccessful tenderers will be returned after finalisation of the contract.
- 44. No bidder will be allowed to withdraw after submission of the bids; otherwise the EMD submitted by the bidder would stand forfeited.
- 45. In case the successful bidder declines the offer of contract, for whatsoever reason(s), the EMD submitted by the successful bidder would stand forfeited.
- 46. The competent authority of Planning Commission reserves the right to reject any or all tender in whole, or in part, without assigning any reason.

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## Selection Criteria

- 1. The items required to be served and their rates have been fixed and a detailed list of the same is given in this tender document.
- 2. The bidder is required to offer a percentage of discount on the monthly bill. The discount will be on the rates fixed by Planning and given in this tender document.
- 3. The selection of the successful bidder will be decided by the Committee comprising of Officers of Planning Commission. The criteria for selection will be based on the discount offered and the quality of material being used for cooking, presentation of the products, hygiene being maintained in the kitchen and service area, cleanliness of the staff, uniform and upkeep of the workers, including Manager, Cooks, Chef, Waiters, etc. For this purpose the Committee will visit the existing set-up(s) of the bidders for on site inspection.
- 4. The Committee will make its recommendations to the competent authority. The Committee's recommendations, alongwith fulfilment of Terms and conditions laid down in the tender document will be taken into account for selection of the successful bidder.

## **Eligibility Criteria**

- 1. The tenderer should fulfil the following eligibility criteria and submit documentary proof thereof alongwith the Technical Bid:
- 2. The Technical bid should be accompanied by an Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees ten 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".
- 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 1<sup>st</sup> July, 2009, the tenderer should have at least two years experience in providing similar services, i.e., running a cafeteria and / or providing service in at least one Government Department, Institution, in Delhi / NCR.
- 6. A copy of the Terms & Conditions as given in the Tender Document, and a duly filled in Declaration Form should be signed by the tenderer in all pages, thereby conveying his acceptance of the same, and submit it alongwith the Technical Bid.

(Mahender Chaudhary) Under Secretary to the Govt. of India -6-DECLARATION

1.	I,		 	 	 _Son	/	Daughter	of
Shri			 	 	 _Propr	ietor	/Partner/Dire	ctor/
Authoria	zed Się	gnatory of _	 	 	 		am competer	nt 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: Place: Signature of authorized person 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.

## -7-<u>Bid Form Page:1</u>

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				
4.	Registration Details (copies to be enclosed) :				
	(a) PAN / GIR No.				
	(b) Service Tax 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	Discount offered on total				
	monthly billing.				
	State in Percentage (%)				

(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 :

## -8-Bid Form Page:2

8.	Give details of the last 2 year's contracts, as on 01.07.2009, including details of present works. Please attach copies of the contracts.					
	Name of the organisation, where	Specify whether	cify Value of Duration of Contr ther annual		Contract	
	running a cafeteria or		Contract	or	From	То
	providing catering cafeteria Annual service on a regular or turnover basis providing catering service service		dd/mm/yy	dd/mm/yy		
		(Rs.)				
A						
В						
С						
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 :

<u>Bid Form page: 3</u>			
Name	Rate		
Soups			
(Vegetarian)			
Tomato Coriander	20.00		
Hot & Sour	20.00		
Sweet Corn	20.00		
Mulligatawny	20.00		
Cream of Almond	20.00		
Talumein	20.00		
Soups			
(Non Vegetarian)			
Hot & Sour	30.00		
Sweet Corn Chicken	30.00		
Mulligatawny (non-veg.)	30.00		
Cream of Chicken	30.00		
Talumein	30.00		
Salads			
(Vegetarian)			
Lettuce & Tomato	35.00		
Russian	35-00		
Green	25-00		
Cole Slaw	25-00		
Waldorf	35-00		
Peas & Potato	25-00		
Beans Sprout	35-00		
Chick Peas	40-00		
Salads			
(Non-Vegetarian)			
Chicken & Corn Salad	65-00		
Toscana	65-00		
Chicken Mayonnaise	65-00		

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Bid Form page: 4			
Name	Rate		
Sandwiches			
(Vegetarian)			
Masala Cheese	45-00		
Grilled Cheese & Tomato	45-00		
Tomato & Cucumber	30-00		
Plain Cheese	35-00		
Club	45-00		
Vegetable Croissaant	40-00		
Vegetable Burger	25-00		
Cheese and Garlic	45-00		
Bread Butter	15-00		
Pao Bhaji	30-00		
Garlic Toast	35-00		
Sandwiches (Non-Vegetarian)			
Grilled Chicken & Cheese	60-00		
Club	60-00		
Chicken Salami	60-00		
Plain Chicken/ Ham	60-00		
Masala Chicken	60-00		
Chicken Croissant	60-00		
Egg	40-00		
Egg White	45-00		

-10-Bid Form page: 4

## **Working Lunch**

Working Lunch (Dry) Packet consisting	80.00
of 2 Veg./Cheese Sandwiches, 2 Cutlets,	
wafers, 1 sweet item, 1 ketchup pouch	
Vegetable Thali consisting of 2	140.00
Paranthas, Pulao, 1 Paneer Dish, 1 Veg.	
Dish, Dal, Raita, Sweet Dish, Achaar,	
Paapad	
Non-Veg Thali consisting of 2 Paranthas,	150.00
Pulao, 1 Chicken dish, 1 Veg. Dish, Dal,	
Raita, Sweet Dish, Achaar, Paapad	
Veg. South Indian Packed Meal	100.00
consisting Idli, Vada, Dosa, Sambar,	
Chutney, Sooji Halwa	

		D (
Name		Rate
Sundaes	Big	Small
Strawberry Sundaes	50-00	40-00
Tutti Fruity	50-00	40-00
Banana Split	50-00	40-00
Pineapple	50-00	40-00
Ice Cream with Fresh Mango	50-00	40-00
Jelly Belly	50-00	40-00
Grapes Sundae	50-00	40-00

Name	Rate
Beverages	
Mineral Water (Bisleri/Kinley) <sup>1</sup> / <sub>2</sub> ltr.	800
Mineral Water (Bisleri/Kinley) 1 ltr.	12.00
Mineral Water (Bisleri/Kinley) 20 ltrs.	65.00
Fresh Lime Sweet & Salt	20-00
Jeera with Lime	20-00
Rim Zim Masala Soda	20-00
Sugar Free Lime	20-00
Masala Soda	20-00
Coke	22-00
Pepsi	20-00
7UP	20-00
Limca	22-00
Mirinda	20-00
Mountain Dew	20-00
Appy (Apple Juice)	15-00
Diet Coke	25-00
Diet Pepsi	25-00
Minute Maid Pulpy Orange	20-00
Nimbooz	15-00
Amul Flavored Milk	22-00
Amul Lassi	10-00
Amul Chhaach	10-00
Coco Jal	18-00
Mixed Fruit Chaat	20-00

-11-Bid Form page:5