

TENDER ID: [288851](#)

**GOVERNMENT OF GUJARAT
OFFICE OF THE RESIDENT COMMISSIONER
GUJARAT BHAVAN,
11, KAUTILYA MARG, CHANAKYAPURI, NEW DELHI – 110 021**

**E-TENDER DOCUMENT
FOR
“PROVIDING OF FOOD & BEVERAGE SERVICES IN
GUJARAT BHAVAN, NEW DELHI.”**

TECHNICAL BID

TENDER NO. : RC/GB/CATERING/073/2017-18 DATED 19.12.2017.

**TENDER COST
₹ 1,500/-
NON REFUNDABLE**

BRIEF INFORMATION ON BID DOCUMENTS

1.	Duration of the Contract	2 (Two Years) extendable for 1 more year after review
2.	Publication of Advertisement	19.12.2017
3.	Pre-Bid Meeting	02.01.2018, 15.00 hrs.
4.	Sale of Tender	From 19.12.2017 to 08.01.2018 (up to 17.30 hrs.)
5.	Last Date & Time of Submission of Financial Bid through e-tendering	08.01.2018 at 17.30hrs.
6.	Last date & time of submission of Technical Bid (Manual)	09.01.2018 at 15.00hrs.
7.	Date & Time of Opening of Technical Bids	09.01.2018 at 15.30hrs.
4.	Validity of Bid	90 days
5.	Contact Persons for any clarification	1. Nilesh Shukla, Chief Administrative Officer, Gujarat Bhavan, New Delhi. Mobile: 9953710025, Tel. : 46273200/ 8700, Ext. 408, 404 2. Rajesh Sharma, Assistant Manager, Gujarat Bhavan, New Delhi Mobile No.9953590191, Tel. : 46273200/ 8700/ 3220 Extn. 404

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CHAPTER - 1
INTRODUCTION

1.0 About Gujarat Bhavan

- 1.1 Gujarat Bhavan is a Guest House for VVIPs and officials of the Government of Gujarat, like H. E. the Governor, Hon'ble Chief Minister, Ministers, Chief Justice and Judges of Gujarat High Court, Elected People's Representatives, the Chief Secretary and other Senior Government Officers. It is located at 11, Kautilya Marg, Chanakyapuri, New Delhi - 110 021.
- 1.2 At present, the Gujarat Bhavan has **82** Guest Rooms. It provides lodging, boarding and transport facilities to the visiting VVIPs and the State Government Officers visiting capital from Gujarat State throughout the year.
- 1.3 The rooms with attached bathrooms have air-conditioning facilities and are equipped with colour TVs (with DTH). Some VVIP rooms are provided with small refrigerators and 4/ 6-seater dining tables also. There is Reception Office and a lounge.
- 1.4 There are five service outlets as per following detail where on an average daily 175 plates are served:-
- (a) Dinning Hall Area (46' x 31') seating capacity of 60 persons.
 - (b) Lawn view Coffee Shop cum Dinning Hall Area (40'X30') with seating capacity of 48 persons.
 - (c) Lawn view VIP Restaurant Area (42' x 39') with seating capacity of 60 persons
 - (d) Banquet Hall Area (60' x 30') with a capacity to host parties for 70 persons.
 - (e) VVIP Dinning Area (19' x 14') with seating capacity of 8 persons.
 - (f) Room Service round the clock for 81 rooms/ suites.
 - (g) Kitchen (annexe) Area (26' x 24')
 - (h) Kitchen (main) Area (21' x 22') and (20' x 26')
 - (i) In addition, services may be required occasionally in the office Buildings of RC and Gujarat Bhavan.
- 1.5 Gujarat Bhavan also has an open lawn where cultural programmes and other functions besides official lunches and dinners are hosted on different occasions. It also has a small landscaped Rock Garden at the entrance of the Main Building.
- 1.6 Average room occupancy of Gujarat Bhavan ranges between 75 to 80%.
- 1.7.1 Gujarat Bhavan is committed to provide hassle free, comfortable, clean, hygienic, and enjoyable lodging and boarding facilities to its esteemed guests with special attention to the VVIPs. Keeping guest's satisfaction in mind, the Resident Commissioner on behalf of Governor of Gujarat invites bids from reputed and experienced parties for preparing and serving Gujarati Cuisine and snacks with other food items and services as explained hereafter.
- 1.7.2 At Gujarat Bhavan, only vegetarian food is served. In this campus, no liquor is allowed. The type of services that are required should essentially be a combination of Gujarati, North Indian, South Indian and sometimes western cuisine including confectionery, non-alcoholic beverages, etc.

CHAPTER – 2

NOTICE INVITING TENDER AND SCHEDULE OF EVENTS

- 2.0** The Resident Commissioner, Gujarat Bhavan, New Delhi on behalf of Government of Gujarat invites sealed bids for providing food and beverages services at Gujarat Bhavan, 11, Kautilya Marg, Chanakyapuri, New Delhi-110 021 from financially sound, bona fide, reputed and experienced Contractors meeting the pre-qualification criteria as under:

S. No.	Name of the Services	Earnest Money Deposit (EMD)	Contract Period	Cost of tender documents (non refundable)	Reserve price for License Fee per month
1	Providing of Food & Beverage Services at Gujarat Bhavan, New Delhi.	Rs. 1,38,000/-	For 2 years extendable by one year subject to review	Rs. 1,500/-	Rs. 1,15,000/-

2.1 Issue of Tender Documents:

Blank tender forms can be downloaded from the website <https://gad.nprocure.com>, www.gujaratbhavan.com through Demand Draft/ Banker's Cheque drawn in favour of "Resident Commissioner, Government of Gujarat" payable at New Delhi upto **08.01.2018 (up to 17.30hrs.)**. Any tender received without the tender fee would be summarily rejected.

2.2 Submission of Bids:

Interested bidders may drop their technical bid in the tender box kept at the Civil Office, 1st Floor, over the Restaurant of Gujarat Bhavan in the following manner.

- 2.2.1 Envelope** – The envelope should be marked as 'Technical Bid for Gujarat Bhavan Food & Beverage Services' and sealed in a separate envelope. It should contain the tender documents duly filled in and signed along with supporting documents as mentioned in **Chapter-5/ and Attachment 4**, and tender cost fee and earnest money as per Para 2.0 above with the name of the bidder, email ids and telephone numbers mentioned on it.
- 2.2.2** Financial bids have to be submitted through e-tendering process on line by 17.30 hrs. on 08.01.2018 at site <https://gad.nprocure.com>. In no case, financial bids would be received and accepted on paper. Financial bids would be opened in respect of the bidders whose technical bids are found acceptable by the committee constituted for this purpose. The decision of this committee shall be final and binding.
- 2.2.3 (i) Earnest Money:** All bidders shall have to deposit earnest money of Rs.1,38,000/- in the form of a demand draft in favour of "Resident Commissioner, Government of Gujarat" payable at New Delhi from a scheduled commercial bank along with their Technical Bid inside the envelope. The validity of bids will be for 90 days from the last date of submission of the bid.
- (ii) Demand Draft/ Pay Order/ Banker's cheque obtained earlier than the date of advertisement inviting bids for allotment of the license will not be accepted.

(iii) Earnest Money shall be refunded to the unsuccessful bidders within one month of award of license allotment letter. However, the successful bidder's earnest money shall either be returned or adjusted against performance/security deposit

(iv) However, in cases where the bidder withdraws or modifies the bid during the validity of bid or it has come to knowledge that bidder has used fraudulent practices for the bid, the earnest money will be forfeited.

2.2.4 Bidders should respond to this bid document as per the Schedule enclosed at Annexe. The bids shall be valid unconditionally for 90 days from the last date of submission of the bids i.e. from 09.01.2018.

2.3 Pre-Bid Conference:

A Pre-Bid conference in the Conference Room, Gujarat Bhavan will be held at the Gujarat Bhavan on 02.01.2018 at 15.00 hours to discuss various issues relating to the tender. Interested bidders may make it convenient to attend the same.

2.4 Opening of Bids :

The technical bids will be received up to 15.00 hrs on 09.01.2018 and opened on same day i.e. 09.01.2018 at 15.30 hours in the presence of representatives of the bidders who may wish to participate in the tender opening. The bids without EMD will be summarily rejected. The Resident Commissioner reserves the right to reject any bid without assigning any reason.

2.5 The Resident Commissioner may, at its discretion, extend the deadline for submission of bids, amending the Tender Documents, date of tender opening and change any other condition of the tender documents in which case, all the rights and obligations of the Competent Authority and Bidders thereafter are subject to the deadline as extended.

2.6 Any bid received after the prescribed deadline for submission, will be rejected and/ or returned unopened to the Bidder.

CHAPTER - 3

DEFINITIONS

Unless repugnant to the subject or context of usage, the following expressions used herein shall carry the meaning hereunder respectively assigned to them, namely;

1. **“Annex”** referred to in the Tender document shall mean the relevant annex appended to the Tender Document and the Contract.
2. **“Approved”** shall mean approved in writing. **“Approval”** shall mean approval in writing.
3. **“Bidder”** shall mean the Bidder who submits the tender for the services and shall include the successors and authorised / permitted assignees of the Bidder.
4. **“Bhavan”** shall mean The Gujarat Bhavan located at 11, Kautillya Marg, Chanakyapuri New Delhi-110021.
5. **“Chief Administrative Officer” (CAO)** shall mean an Officer authorized by the Resident Commissioner to work as the Chief Administrative Officer of Gujarat Bhavan.
6. **“Commencement Date”** shall mean from which the Contractor receives the notice to commence the Services.
7. **“Competent Authority”** shall mean the Resident Commissioner Govt. of Gujarat New Delhi
8. **“Competent Officer”** shall mean an officer authorized by the Resident Commissioner.
9. **“Contract”** shall mean the contract for the services and shall include the Tender Documents, the Special Conditions of Contract, the General Conditions of Contract, the Letter of acceptance and the accepted rates in the offer, the Agreement and mutually accepted conditions as per the correspondence exchanged between the Contractor and the Competent Officer.
10. **“Contract Amount”** shall mean the sum quoted by the Contractor as licence fee per month in his offer and accepted by Competent Authority.
11. **“Contractor”** shall mean the individuals or firm or company and shall include legal representatives and heirs of such individual or persons composing such firm or successors of such firm or company as the case may be and authorised / permitted assignees of such individual or firm or company. This shall be synonymous with term **“Bidder”** used in the Detailed Tender Notice and shall mean the successful **“Bidder”**.
12. **“Letter of Acceptance”** means the formal acceptance of the bid issued by the Competent Officer.
13. **“Licensee”** means the agency to whom the contract is given.
14. **“Licensor”** means the Resident Commissioner.
15. **“Meals”** shall include Bed Tea, Breakfast, Mid-morning tea, Lunch, Mid-evening tea and Dinner and other food items served on Special Occasions.
16. **“Prescribed”** shall mean as prescribed in the Tender Document.
17. **“Resident Commissioner”** shall mean the Resident Commissioner appointed by Govt of Gujarat or an officer for the time being holding that office.
18. **“Services”** shall mean the Catering and related services to be rendered to the Bhavan by the Contractor as stated in the Contract or that are prescribed in the Tender document.

19. **“Tender”** means the Contractor’s bid offered to the Competent Officer for the supply of the Food and Beverages Services and remedying of any defects therein in accordance with the provisions of the Contract and conditions of the tender.
20. **“Services” and “Scope of services”** shall mean the totality of the services and supplies of food and materials by expression or implication envisaged in the contract and shall include all material, equipment and labour required for commencement, performance, provision or completion thereof.

Any term that has not been defined hereinabove, shall be governed by the meaning explained in Oxford Dictionary and/or should be determined by the General Clauses Act relevant to such contracts.

CHAPTER - 4

4.1 Other Terms & Conditions

- 4.1.1 Resident Commissioner reserves the right to accept or reject any bid without assigning any reason and also to invite fresh bids, as deemed appropriate, or to have negotiation. Resident Commissioner also reserves the right to withdraw bid for Food & Beverage Services, at Gujarat Bhavan, New Delhi.
- 4.1.2 After pre-bid meeting, Resident Commissioner may amend the bid documents. The amended documents shall be posted to the official website of Gujarat Bhavan.
- 4.1.3 To give applicants reasonable time to take an addendum into account in preparing their applications, Resident Commissioner may, at its discretion extend the deadline for the submission of bids.
- 4.1.4 Bids received after the dead line of submission of bids will not be considered or opened under any circumstances.
- 4.1.5 No conditional bids or incomplete bids or those received without required documents and Earnest Money shall be considered and shall be summarily rejected.
- 4.1.6 No modification or substitution of the submitted bids shall be allowed. Bidder may withdraw his bids after submission, provided that written notice of the withdrawal is received by Resident Commissioner before the due date for submission of bids. In case, a bidder wants to resubmit his bid, he shall submit a fresh bid following all the applicable conditions.
- 4.1.7 Resident Commissioner reserves the right to modify terms and conditions of the contract which shall be granted to the successful bidder after the bidding process, if in the opinion of the Resident Commissioner, it is necessary or expedient to do so in public interest or for proper implementation of the services. The decision of the Resident Commissioner shall be final and binding in this regard.
- 4.1.8 All communications to the Gujarat Bhavan must be sent on the letter-head of the applicant under the signature of the authorized signatory whose name & designation must be mentioned in the letter. Any letter without name & designation of the authorized signatory and / or letters on plain paper will not be entertained.

4.2 Corrupt & Fraudulent Practices

Resident Commissioner requires that bidders under this contract observe the highest standard of ethics during the period of contract. In pursuance of this policy, the Resident Commissioner:

(a) Defines, for the purpose of these provisions, the terms set forth below as follows:

- i. **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public servant; and
- ii. **“Fraudulent practice”** means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer, and includes collusive practice among Applicants / Bidders (prior to or after bid submission) designed to establish bid prices as artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

(b) Will reject a proposal for award of contract, if it is determined that the Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) will declare an Applicant/ Bidder ineligible, either indefinitely or for a stated period of time, for award a contract/ contracts, if it at any time it is found that the Applicant/ Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contact.

4.3 Termination / Revocation of License

- 4.3.1 In case of default of any of the terms stipulate herein or breach of any of the Terms and Conditions of the License Agreement or if any legislation prohibiting or restricting such terms is imposed or impending, the Licensor shall be entitled to revoke/ cancel/ terminate the License granted under this Agreement with an immediate effect, without being liable to give any notice to the Licensee. In such an event, the Licensee will not be entitled to refund of license fee and the performance/Security Deposit. The Licensee undertakes to vacate the Licensed Premises immediately or as directed by the Licensor.
- 4.3.2 Any act of the Licensee which results in violation of this Agreement or any of the Terms and Conditions contained therein or instructions of the Licensor, shall give Licensor the right to forfeit the entire amount of the performance/Security Deposit in addition to the right to terminate the Agreement without any notice including making good the expenditure/ cost if any incurred by the licensor in this regard.
- 4.3.3. Upon the expiry of the period of the Licensed Term or earlier termination of the License for any cause whatsoever, the Licensee shall have no right, title, interest to use the said Licensed Premises. The Licensor shall have undisputed right to make use of the said Licensed Premises at its discretion thereafter and also to grant license and/ or further rights of the Licensed Premises to any third person or any other party (ies). It will be lawful for the Licensor without notice to enter upon the Licensed Premises after the revocation of the License on termination/expiry of this Agreement. The performance/Security Deposit shall be refunded by the Licensor to the Licensee only on the expiry of the License term after deducting/adjusting any existing dues of Electricity, water, damage charges, if any, any other unpaid bill/ fee due.
- 4.3.3 The Licensee may also, without assigning any reason, revoke the License and terminate the Agreement after giving one month prior written notice to the Licensor, but in such an event the Licensor shall not refund the License Fee & Security Deposit or any part thereof.
- 4.3.4 Revocation of License and termination of the Agreement for any reason whatsoever shall not absolve the Licensee form responsibilities, liabilities for damages and / or payments prior to the termination of the Agreement.
- 4.3.5 For violation of any terms & conditions of Agreement, the defaulter licensee will also be debarred for allotment of any Food & Beverage Services in Gujarat Bhavan in his / her / their name(s) or in the names of their partners, directors, employees, associates, subsidiaries, sister concerns, affiliates, administrators, representatives, successors etc. as defined in the Companies Act 1956 and / or in other applicable Acts. Any person(s) acting under or through the defaulter Licensee will also be debarred for allotment of any Food and Beverage services in Gujarat Bhavan.
- 4.3.6 In case if for any reason whatsoever the Licensee continues to occupy the Licensed Premises beyond the expiry of Agreement damages @ 3 (three) times of the license fee for the first seven days of default, 5 (five) times for the next seven days of default, of the license fee (to be calculated on pro-rata basis of license fee quoted for the duration of license) will be payable under the Agreement by way of liquidated damages. The Licensee agrees that it is reasonable estimate of the damage and the licensee agrees to pay the same without any protest / demur. Under no circumstances will the licensee be

allowed to occupy the Gujarat Bhavan Canteen / Dining Hall after the fourteen days of default and the same would be taken over by the licensor without any notice and in such a situation, the licensee will have no right to their items, if any, found in the outlet and the same will be disposed off at the risk and cost of the licensee.

4.3.7 Bidder is requested to submit all the required documents properly indexed in the Bid with cross reference, to enable a faster scrutiny. It must have all necessary documents to support its claims made in the bid. This may include –

- (a) All the details sought from the bidder in the tender papers including all documents mentioned in pre-qualification criterion.
- (b) E M D.
- (c) Self attested copies of all the documents on which the bidder relies upon to meet the criteria given in the Tender document.

4.4 Acceptance of Tender and Validity of Bidders Offer

A Competent Officer may accept a Tender on behalf of the Resident Commissioner. The Competent Officer will inform the successful Bidder the acceptance of the Tender. The offer will be valid for a period of 90 days from the date of opening of the Price Bid.

4.5 Refund of Earnest Money to the unsuccessful bidders

Earnest Money shall be refunded to the unsuccessful bidders within one month of award of license allotment letter. However, the successful bidder's earnest money shall be returned or adjusted against the performance / security deposit amount.

4.6 Forfeiture of the EMD

4.6.1 In case the successful Bidder backs out and/or fails to take up the job under the Contract, the amount of EMD may be forfeited by the Competent Authority.

4.6.2 The successful Bidder shall not revoke his Tender or vary its terms and conditions without the consent of the Competent Authority during the validity period of Tender, failing which the Earnest Money deposited by it shall stand forfeited to the Government of Gujarat without prejudice to its other rights and remedies and the Bidder shall be disentitled to submit a Tender to the Government of Gujarat for execution of any work during the next twenty-four (24) months effective from the date of such revocation.

4.6.3. If the successful Bidder does not pay the Security Deposit or Performance Deposit in the prescribed time limit or fails to sign the Contract, the Earnest Money Deposit will be forfeited by the Competent Authority who may invite the next best choice available at risk and costs of original successful bidder which may be recovered by following the legal remedies available to the Competent Authority.

4.7 Selection and Intimation to the Successful Bidder

4.7.1 A Competent Officer will head a Tender Committee who will scrutinize the bids received to determine whether they are complete, whether any errors have been made, whether required documents have been furnished, whether the documents have been properly signed, and whether all the terms & conditions of the tender have been signed and accepted and are generally in order. During opening of Bid, the name of Bidders who have submitted their offers along with details of Earnest Money Deposit will only be read out and no other information/ details whatsoever will be provided. The Competent Officer will also determine the substantial responsiveness of the Tender. For purpose of this clause, a substantially responsive Tender is one that conforms to all the terms and conditions of the Tender Documents without material deviations. Ordinarily the

Competent Officer's determination of Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.

- 4.8.2 The bidders will be selected on an objective criterion. All valid bids will be evaluated on parameters listed in **Chapter-8** by a Committee headed by a Competent Officer. On following the objective criterion, the Competent Officer will prepare a list of the successful bidders in order of merit and submit it to the Competent Authority for approval. On acceptance of the successful bid, the Contractor will provide the prescribed Security / Performance Deposit within fifteen days. The Resident Commissioner reserves the right to accept/reject any or all Tenders received without assigning any reason whatsoever. In deciding upon the selection of Contractors for the work, great emphasis will be put on the ability and competency of Contractors to provide high quality services according to the time schedule and in close co-ordination with other agencies on whom the contractor shall rely.

4.9 Important Points to be noted by the Bidder

- 4.9.1 In case of a firm, each partner or the power of attorney holder shall sign the Tender and the signatures shall be self attested. The self attested copies of power of attorney of person signing the Tender shall be enclosed with The Tender. The power of attorney shall be signed by all partners. In case of Private limited /public limited companies, the power of attorney shall be signed by a person who is in the Board of Directors of the company. A self attested copy of the resolution of the Board will be furnished with the tender documents, without which the tender documents may be rejected.
- 4.9.2. The Bidder should submit the Tender which satisfies each and every condition laid down in this Tender Document, failing which the Tender may be rejected. Conditional Tenders can be rejected without assigning any reasons.
- 4.9.3 Before attempting to prepare the tender document, the bidder is advised to join the pre-Bid/ Tender conference to familiarize himself with the various elements of services that are required to be rendered and to understand the quality levels of service that are required.
- 4.9.4 The originals of all self attested documents must be produced when demanded for scrutiny, failing the bid may be declared non-responsive.

4.10 Clarifications by Bidder and Pre-Bid/Tender Conference:

Pre-Bid Conference will be held on the scheduled date, time and venue as indicated in the Tender-Notice. Intending Bidders will be allowed to seek clarification and suggest suitable modifications in the Food & Beverage Items of the contract, conditions of Contract, etc. During the conference the Competent Officer will communicate such changes that are accepted, as an addendum. To other intending Bidders who have purchased the Tender Document, such changes will be communicated through e-mail and post, if such an address is provided. Only such changes that are so communicated, shall be binding on the Competent Officer and all the Bidders. The addendum will also form an integral part of tender document. The Competent Authority will not be responsible for postal delays for communication of these changes.

4.11 Eligible Bidders

Those Bidders who fulfil the prequalification criteria of the Tender Notice are eligible to submit their Tenders for the required services. The documents indicated against each of the eligibility criteria shall be required to be submitted along with the bid to establish the eligibility of the Bidder. Ordinarily, the entire criterion mentioned in the Prequalification Criteria of the Tender Document over-rides all other criterions.

4.12 Inspection of Site Infrastructure

The Bidders before submitting its Bid should inspect and examine the site infrastructure and its surroundings and satisfy themselves about form and nature of the Site, the quantities and nature of the Work/Service and materials necessary for the completion of the Works/Services, means of access to the site, the accommodation it may require, and in general, obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect its bid. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

4.13 Confidentiality of Process

Information relating to the examination, clarification, evaluation and comparison of Tenders and the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced. The information provided by the bidders shall be treated as provided in Commercial Confidence that will not be ordinarily disclosed.

CHAPTER – 5

PREQUALIFICATION CRITERIA AND DOCUMENTS REQUIRED TO BE SUBMITTED WITH THE TECHNICAL BID

- 5.0 Only those bidders who meet the following minimum criteria will be considered for evaluation of bids:**
- 5.1 The bidder should be in business of providing Catering and related services to any Hotel or Guest House for a minimum period of THREE successive years as on 31.03.2017. Documentary proof is required to be enclosed.
- 5.2 The bidder should possess adequate experience with specialization mainly in Gujarati and other cuisines for a minimum period of three years. Documentary proof is required to be enclosed.
- 5.2 The bidder should possess experience of running a Restaurant / Food Joint in Delhi including NCR or in Gujarat or in any other State/ UT. Documentary proof is required to be enclosed.
- 5.3 The bidder must be a profit (net of all taxes) making organization during each of the last three financial years with an annual turnover from such operations (as mentioned above) of at least **Rs. 1,00,00,000/-** (Rs. One Crore only) per year. He should submit a self attested photocopy of the audited statement of accounts to justify this claim. A letter of recommendation from the head of the organizations where such canteen/ restaurant/ food joint is functional on contract must be included.
- 5.4 The Contractor should submit a detailed address of the canteen / restaurant / food joint mentioned above with name of the manager/ chief of operations of such facilities, contact phone/ mobile number, working hours and working days enabling this office to inspect the same.
- 5.5 The Contractor shall submit self attested copies of all the necessary documents (permission/licenses of various authorities such as MCD, Commercial/GST authority, Labour Authority, Income Tax, **Food Safety and Standard License and Registration with FSSAI** etc.) which they have obtained for running their present Restaurant/ Food Joint. The Contractor should submit self attested copies of the Income Tax return and All Taxes / GST certificates & statements for the last three years.
- 5.6 Bidder should submit Certified Copy of GST registration which should be in the Name of the Bidder. Copies of the latest paid challan may be submitted to substantiate the claim.
- 5.7 The Bidder is advised to provide satisfactory evidence acceptable to show that:-
- a) He is a reputed firm / Bidder who regularly undertakes the works of catering and related service to the clients in Public Sector including State / Central Government and has adequate technical knowledge and experience.
- b) He has an established, properly supervised and well controlled organization to ensure that there is adequate control at all stages of execution of the contract and provision of the desired services. He should give proper Quality assurance chart for the work/services.
- 5.8 The Bidder shall work as per the scope of work mentioned in the tender. The Bidder shall work in close coordination with Bhavan officials working in various fields related to which the work has been awarded and modify working schedule, if required, as per guests' convenience.
- 5.9.1 The Bidders must submit the documentary proof in support of meeting the pre-qualification criteria as a part of the bid. Simply undertaking by the bidder for any item of the criteria shall not suffice the purpose.
- 5.10 A certificate that the bidder has not been blacklisted by any Government / agency / Bhavans, etc.

CHAPTER – 6
SCOPE OF SERVICES

6.0 Services include providing Catering and related services including room services to the guests of the Gujarat Bhavan. The quality of services to be provided shall be of very high class so that other Government Guest Houses/Bhavans in New Delhi may consider the Gujarat Bhavan's catering and related services a model to emulate.

6.1 Catering Services:

Most of our guests arrive from Gujarat, who have diverse tastes. Though Gujarati **Thali** has been popular, but many expect South / North Indian and Continental cuisines as well. As per Government orders, only **vegetarian** food is being served in the Bhavan. Generally the Bidder is expected to provide Gujarati food in addition to other cuisines as per approved menus. Catering and related services will include the following:

- A.**
- i.) Daily Breakfast, Lunch and Dinner at the Dining Hall, menu as per Annex-“A”.
 - ii) Occasional Banquet Parties, special lunch and dinner with special menus. The contractor will be responsible for catering for special occasions, menu as per Annex-“B”.
 - iii) Special arrangements (bonfire, pandals, decorations etc) as and when required
- B.**
- i.) Maintenance of the Dining and Kitchen areas to meet safe and hygiene standards of three star facilities. For this purpose daily schedule chart shall be followed for cleaning of Kitchens and Dining area before and after every service i.e. breakfast, lunch and dinner by the Licensee.
 - ii.) Upkeep, maintenance and Internal Décor of the Dining Hall and Kitchen
- C.**
- i.) Smart, efficient and prompt Room Services for the guests staying in the Bhavan through well trained staff of the Contractor.

6.2 Catering

- 6.2.1** Subject to the condition that services given to the Guests of Gujarat Bhavan are not affected adversely in any manner, members of general public may be permitted entry for catering in General Dining Hall of Gujarat Bhavan canteen during the Breakfast/lunch/dinner hours.
- 6.2.2** Every day, the Contractor shall provide all the items as specified in Annex-A at the prescribed tariff rates. The Competent Officer may at his discretion require the Contractor to include any new item at mutually agreed rates.
- 6.2.3** At the request of the Contractor the Competent Authority may revise the rates fixed for various items at the end of each year. The Competent Authority may revise the rates in consultation with the Contractor. These will not exceed 10% of the cost fixed in previous year. The decision of the Competent Authority would be final.
- 6.2.4** The Contractor would bring necessary equipment, utensils, crockery, cutlery, Thali, Katorii, Glassware, Paper Napkin etc. as required for smooth functioning of the canteen. While procuring the crockery and cutlery the Contractor would also take into consideration the choice of the Competent Officer. And purchase standard branded items approved by Gujarat Bhavan Management.
- 6.2.5** The Contractor shall ensure that the food items served to the guests are fresh, of good quality, hygienically prepared using good quality of raw materials having good nutritional value. Any discomfort/ illness/ indisposition caused by the consumption of food item(s) shall be viewed seriously and the Competent Authority may terminate the contract without giving any notice to the Contractor. The Contractor alone shall be held responsible for any such discomfort/ illness/ indisposition caused to the guests as a result of serving of unhygienic or stale food item(s)/ beverage(s). Contractor should

purchase the standard quality raw material and Branded items approved by Bhavan Management.

- 6.2.6 The Contractor shall not serve non-vegetarian food and alcoholic drinks either in the restaurant or in the rooms or at any place within the premises of the guesthouse.
- 6.2.7 Contractor should always use standard branded groundnut oil for Gujarati food and Desi Ghee for sweets and Roti.
- 6.2.8 The Contractor shall prominently exhibit the schedule of prices of food items in the canteen premises in Gujarati, English and Hindi languages. The Contractor shall also make available in the guest rooms and the dining hall, the laminated menu cards giving particulars of the food items served and their rates. The Contractor shall put in place a mechanism of feedback acceptable to the Competent Officer.
- 6.3 Ordinarily, the Contractor will raise bill and collect amounts for the catering and related services provided from the guests directly except for those whose bills which will be paid by the CAO, Gujarat Bhavan. The Competent Authority reserves the right to collect all bills for the catering services rendered to the guests of the Bhavan and settle with the Contractor on day to day basis.
- 6.4 Subject to decorum and requirements of the Bhavan, the Contractor will be at liberty to provide the catering at the designated premises in the Bhavan to guests not staying at the Bhavan at the rates prescribed.
- 6.5 Any other additional facilities, utilities, equipments and inputs required for the preparation and service of food also for improving the catering services may be discussed with competent authority for necessary approval. The Contractor may prepare and provide a list of such items as a part of the tender document or submit later to the CAO.
- 6.6 The Bidder shall be responsible for and shall ensure the proper utilization of the facilities, equipment, furniture and utilities provided by the Bhavan without any manner of abuse or excess use. For any loss or damages to the premises, fittings, fixtures and equipment, recovery at replaceable value i.e. prevailing market rates would be deducted from the Bidder's security amount and if required the material/ item repaired or replaced at his cost.
- 6.7 Notwithstanding anything elsewhere provided herein the contract may be terminated if the Bidder does not rectify any defect in the maintenance, upkeep, hygiene and cleanliness of the kitchen and/ or equipment to a state satisfactory to the Officer-in-Charge within a reasonable period of time given to him. If hygiene standards are not met with after giving a notice, the contract may be terminated for want of capacity to meet stipulation. The competent authority may re-tender the contract at the risk and cost of the Contractor who shall bind himself to meet the loss incurred to the Bhavan for the remaining period of the contract.
- 6.8 Bhavan Management may discard, destroy or confiscate any substandard quality food material, raw food or cooked food.
- 6.9 The contractor shall be liable and responsible for all food and beverages services in the dining hall, lounges, banquets, and room service/ office rooms.
- 6.10 Feedback Mechanism**
The Contractor will set up a mechanism for receiving complaints and feedback from guests and other stake holders on the designed format and forwarding it to CAO.
- 6.11 The Contractor shall observe all statutory rules, regulations of the Government while running the Gujarat Bhavan's Food & Beverage services.

CHAPTER – 7

GENERAL CONDITIONS OF CONTRACT

7.0 Introduction

The essence of the contract will be to supply prepared excellent quality food and related services to the visiting dignitaries and guests in Gujarat Bhavan. The Bhavan has adopted THE HIGHEST quality standards for all its activities and the bidder is required to render services meeting stringent standards. Following are the general terms and conditions for providing Catering Services at Gujarat Bhavan. The bidders are advised to carefully study them before submitting their bids. These terms and conditions will have to be followed by the Contractor and no violation of these terms & conditions will be allowed. Any deviation in the bids from these terms & conditions may result in rejection of the bid. The successful bidder will enter into a Contract with the Competent Authority/ Competent Officer.

7.1 Parties to the Contract

The parties to the Contract shall be the Bidder, whose offer is accepted and on behalf of Government of Gujarat, the Competent Authority/ Competent Officer. The person signing the offer or any other document forming the part of Contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/ s or the firm as the case may be in all matters pertaining to the contract. If it is found that the person concerned had no such authority, the Competent Authority may, without prejudice to any other civil/ criminal remedies, terminate the Contract and hold the signatory and/ or the firm liable for all costs and damages for such termination which may also be reported to the police.

7.2 Right of the Competent Authority to Inspection of Services

The Competent Authority or his/ her subordinates shall have unabridged right to inspect and supervise the day-to-day operations of the Contractor, including the inspection of the canteen premises, to ensure maintenance of high quality standards conforming to the Food & Beverage items of the contract. Any direction issued in this regard by the Competent Officer should be strictly complied with.

7.3 License Fee

- 7.3.1 The Contractor shall have to pay the License Fee per month for use of Bhavan's infrastructure including utilization of Dining Halls, Kitchens along with available utensils, furniture, fridge, deep fridge, LPG/ Piped Natural Gas Supply (PNG) connection, electricity and water etc.
- 7.3.2 The guests of Gujarat Bhavan are to be provided meals at prescribed rates indicated at Annex-A. The contractor will be at liberty to extend the catering facility to non resident guests as well as take away services at the same menu rate. However, the contractor will not indulge in any outdoor catering services or home delivery services.

7.4 Imposition of Penalty for Late Payment of License Fee:

The successful Bidder is also required to pay licence fee by 5th of every month failing which, a penalty @ 1% (one per cent) per month or part thereof after the due date of payment of License Fee will be levied. For non payment of the license fee and the penalty, the Competent Authority may recover it from the Performance and/ or Security Deposit without further notice. For repetitive failure to pay the license fee on time, the contract may be terminated. However, this will be without prejudice to any

other action that the Competent Authority may take for recovering the amount due to him.

7.5 Period of Contract

7.5.1 The period of contract will be for 2 (two) years extendable for another 1(one) year after regular reviews and subject to satisfactory performance. The Competent Authority may revoke the contract if the Contractor fails to abide by any of the terms and conditions of the contract or acts in a manner prejudicial to the interest of Gujarat Bhavan or Government of Gujarat or the public interest. Before revoking the contract, the Competent Authority shall give the Contractor an opportunity to be heard. However, the decision of the Competent Authority in this regard shall be final.

7.6 Performance / Security Deposit

For the contract period, the Contractor shall furnish a Performance/Security Deposit equivalent to 10% of License Fee amount for 24 months to be paid within 10 (ten) days of the receipt of letter of acceptance. The above Performance/Security Deposit shall be paid in the form of Fixed Deposit Receipt from a Scheduled Bank for tenure of three years pledged in favour of "Resident Commissioner, Government of Gujarat." Payable at New Delhi.

7.7 Forfeiture of the Deposits

If during the term of this Contract the Contractor is in default of the due and faithful performance of its obligations under this Contract, or any other outstanding dues by the ways of fines, penalties and recovery of any other amounts due to it, the Competent Officer shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Deposits. Nothing herein mentioned shall debar the Competent Officer from recovering from Contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Deposit. After appropriating the deposits, the contractor shall provide the amount appropriated at the earliest, but not later than 15 days from the date of appropriation failing which the contract may be terminated at the risk and cost of the contractor.

7.8 Return of Performance and Security Deposit:

All Security Deposits shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the Competent Authority. The Deposits shall be returned to the Contractor by the Competent Officer provided that no outstanding claims of the Competent Officer on the Contractor remain outstanding.

7.9 PNG Bill

The Contractor shall make an economical use of electricity, water and PNG supply and shall be responsible to pay PNG bills as per the consumption. Advance Consumption Security towards PNG already deposited by the existing contractor shall be paid by the successful bidder to the running agency and the same as and when will be demanded by the IGL shall be deposited by the contractor. If for any reasons, there is a shortage of these essential supplies to Gujarat Bhavan the Contractor should make his own arrangements for the supply of this utility for his operations. For non payment of the utility bills beyond 30 days, the Competent Authority may order for recovering it from Performance/ Security Deposit without further notice. For repetitive failure to pay these bills on time, the contract may be terminated without giving any notice.

7.10 Infrastructure Supplied

- 7.10.1 Gujarat Bhavan will provide Dining Rooms, Kitchens with available infrastructure to run the catering services which include furniture, LPG/ PNG connection, electricity & water besides air-conditioners, telephone, T.V., Fridge, Deep Fridge, etc. A list of such items is given in ANNEXURE-C. The Contractor will arrange all additional items required for providing the catering services at his own cost. The Contractor shall use the said furniture, fixtures and other equipment with utmost care and caution. At the time of termination of the contract or after the expiry of the contract period whichever is earlier, the Contractor shall deliver the actual possession in the same condition in which these equipments were to be given to them to Gujarat Bhavan. The Contractor shall be liable to pay to the Competent Authority, the actual cost of damages to the furniture, fixtures & equipment. If the Contractor fails to pay the cost of damages, the Competent Authority may recover the same from the performance / security deposit and the amount not covered by the said deposit, through action as per the law. The equipment for kitchen and restaurant provided to the Contractor will remain with him till termination of contract or expiry of period of contract whichever is earlier. Proper maintenance of the Kitchen equipment etc. shall be made by the Contractor.
- 7.10.2 The Contractor shall have no right whatsoever to the premises or equipment or furniture or fittings permitted to be used by and shall not claim any right whatsoever in respect of above said articles, specified in the inventory list which shall be deemed to be given purely on loan basis. The Contractor shall not further assign or otherwise dispose of the said articles to any other person.

7.11 Taxes, Labour Laws and other Regulations

- 7.11.1 The Contractor shall be liable to comply with all the rules and regulations in respect of all statutory obligations applicable to the workmen including safety regulations.
- 7.11.2 The Contractor will be exclusively responsible to meet and comply with all legal requirements with respect to the food items prepared and sold by him to the guests in the Bhavan, including with respect to raw materials and ingredients used from time to time. He shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to the preparation, storage, and sale of food, including the provisions of the Prevention of Food Adulteration Act, The Essential Commodities Act, Weights and Measures Act and all statutory rules, regulations and orders governing the services.
- 7.11.3 The Contractor shall accept and bear full and exclusive liability for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the contract or any item sold or supplied pursuant thereto or anything done or service rendered pursuant thereto.
- 7.11.4 Gujarat Bhavan was operating its canteen departmentally, and as such, the Bhavan was not required to pay any statutory tax to any authority. Due to outsourcing of the catering and related services, if the Bhavan is liable to pay any tax or cess to Local or any other authority, the same shall be borne by the Contractor.

7.12 Staff

- 7.12.1 All staff hired by the licensee to work and provide room services etc. in Gujarat Bhavan, should have experience of having worked in a catering establishment of repute and possess basic training qualification from reputed institution. The staff should be smart, honest, smartly turned out in a proper uniform to be provided by the Licensee. The staff hired by the contractor shall be approved by the competent officer.

7.12.2 The licensee shall always maintain adequate strength of staff to be deployed for supervision, preparation of food, service, cleaning etc. For this purpose preferably following number of staff should be available during 06.00am to 11.00 pm to avoid any complaint:-

Manager	:	1
Supervisor	:	2
Head Cook	:	1
Cook	:	2
Helper	:	4
Waiter for dining	:	6
Waiter for Room Service	:	4
Dishwasher	:	2
Cleaner	:	3

7.12.3 Necessary arrangement for night stay at Gujarat Bhavan for 7-8 numbers of operational staff to be deployed by the agency shall be made available in the premises of Gujarat Bhavan.

7.12.4 Efficiency, promptness, quality service, neat & clean turnout, good behaviour and politeness on the part of the Contractor and his staff are the essence of the contract. The Contractor is required to supervise the operations at all working hours and his manager or supervisor shall personally be responsible for all the catering services and proper operations in the premises. The Contractor shall engage his own staff for the work in the kitchen, for cooking and serving the food in the dining halls, room service and banquet for catering in the premises to the guests of the Bhavan or the visitors.

7.12.5 The Contractor shall provide suitable uniforms for the personnel at his own cost. All the staff working in the kitchens should wear Aprons and Caps. The Contractor shall on his own responsibility appoint all the necessary staff and employees who should be proficient in running the canteen. The Competent Authority shall have no responsibility or obligation, legal or otherwise in respect to the affairs of such employees, including their appointment, conduct, discipline, termination, wages, terms & conditions of work etc. which are the sole obligation of the Contractor.

7.12.6 The Contractor shall furnish fitness certificates issued by the authorized medical attendant of the Government of Gujarat every six months and at the beginning of the employment in case of new employee/ staff and shall also get verified their personal details from the police authorities. He shall also ensure proper health and hygiene of the staff deployed for work in kitchen and room services. Each and every staff appointed by the Contractor should have police verification certificate. The Contractor shall follow all statutes, rules and regulations that are applicable for such employment and employees. He will alone be liable for action under these rules and regulations. Smoking and drinking of alcohol in the canteen premises and the premises of Gujarat Bhavan is strictly prohibited and staff of the Contractor shall follow the prohibition order. He shall expressly indemnify the Government of Gujarat and the Competent Authority of any such action.

7.12.7 Any lost and found belongings of the guests/officials of the Competent Authority/ visitors shall be promptly handed over by the staff of the Contractor to the officers of the Competent Authority.

7.12.8 The Contractor shall arrange to properly dispose of the waste and garbage generated in and incidental to the operations of the canteen every day.

- 7.12.9 Entry into the Bhavan by any Contractor's personnel will be subject to issue of Gate Passes/ Identity Cards to be issued by contractor to such persons.
- 7.12.10 The Contractor shall prepare daily change cyclic menu as specified by the competent officer or any other officer nominated by CAO.
- 7.12.11 Use of polythene bags/ plastic cups shall be avoided in the Bhavan premises. All plastic containers/ polythene pouches and all non biodegradable trash shall be segregated from biodegradable waste for appropriate disposal. The Contractor shall take all measures to dispose of the waste generated. In case the Competent Officer is not satisfied with disposal of waste, he shall be competent to get it disposed of at Contractor's risk and cost.
- 7.12.12 Work shall be carried out by the Contractor as per the conditions of contract.

7.13 Penalty Provision

The Contractor shall also be liable for penalty upto Rs.1,000/- per instance in cases such as the following:-

- a) Inappropriate behaviours of the Contractor / staff.
- b) Inappropriate quality / quantity of food items.
- c) Improper use of Competent Authority's property and premises.
- d) Inappropriate service standards by the staff of the Contractor or stoppage of services.
- e) Non maintenance of hygiene, cleanliness (except for reason beyond the control of Contractor like natural disasters etc.)
- f) Not maintaining the committed strength of manpower by the Contractor.
- g) Any other misconduct noticed by the Competent Officer or his subordinates.

No penalty will be imposed without giving proper and prior hearing of Contractor's view point. However, Competent Authority's decision will be final and binding with regard to the imposition and extent of penalty. The amount of penalty will be deducted from the Contractor's subsequent bills or as a matter of last resort from the Performance Deposit. If for any reason amount in Performance Deposit is not available, the Competent Officer may withdraw these amounts from Security Deposit.

7.14 Assignment of Contract, Alternation in Firm

Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior consent of the Competent Officer. The Contractor must provide proof of handling the contract independently and not by forming a consortium of various Contractors.

The contractor can however with the prior consent of the competent authority, hire an expert(s) for preparation of any specialized food and or for arranging a special party.

7.15 Disputes & Arbitration

The CAO and the Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract. If a dispute of any kind whatsoever that cannot be resolved the same shall be referred to the sole arbitration of the Competent Officer and if the Competent Officer is unable or unwilling to act as such, then the matter in dispute shall be referred to the Resident Commissioner for arbitration or appointment of an Arbitrator. No person other than a person appointed by the

Resident Commissioner as aforesaid shall act as an Arbitrator, as per the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

7.16 Legal Jurisdiction

No suit or other proceedings relating to performance or breach of Contract shall be filed or taken by the Contractor in any Court of Law except principal court of Ordinary Civil Jurisdiction at Delhi which shall have exclusive jurisdiction to the exclusion of any outside court.

7.17 Execution of Contract Document

7.17.1 The successful Bidder shall be required to execute a contract Agreement with the CAO on the non-judicial stamp paper of amount as prescribed under any law governing the Contract. The Competent Authority reserves the right to amend the terms & conditions of contract after mutual discussions and shall only be in writing. The Agreement should be signed within 15 days from the date of acceptance of the Tender. The Contract will be governed by the Contract Agreement, the Conditions of the Contract (CoC) and other documents as specified in the CoC.

7.17.2 It shall be incumbent on the successful Bidder to pay stamp duty (if applicable) for the Contract Agreement, as applicable on the date of the execution.

7.18 Intimation to Caterer

The CAO shall inform the Caterer of its requirement regarding special catering to guests at least two days in advance and in urgent and exceptional cases even on the same day for any VIP arrivals. All intimation [written / verbal] will be given to the Caterer or his representatives at the Bhavan. Depending upon the invitations extended, the Caterer may make arrangements.

7.19 Documents to be maintained

Such other documents as may be required by the Competent Authority to ensure that the Contractor has duly complied with his contractual and statutory obligations. Copies of the Income Tax / GST, Etc. (applicable as per rule) paid, shall be submitted to the Competent Officer in Gujarat Bhavan.

7.20 Rights of the Competent Authority:

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, interpretation of the Clauses by the Competent Authority shall be final and bindings on all Parties. Notice to form Part of Contract Tender Notice and these instructions shall form part of the Contract.

7.21 Inspection

The Competent Authority shall be entitled to inspect and/ or test by itself or through any of its representative or an independent agency any premises of the Contractor and materials stored therein for use pursuant to the contract and/or any ingredient to be used in the preparation of food intended for provision or sale pursuant to the award of contract. If any material, item or component intended to be used for the work is found to be unsatisfactory (in which matter the decision of the Competent authority or his authorized representative shall be final) the Contractor shall not use such material, and shall keep the competent authority indemnified from and against any claim of infection, poisoning or illness arising from any bad, stale or defective food or material provided by the Contractor.

7.22 Interpretation:

The special conditions of Contract shall be read in conjunction with all other documents forming part of this contract. Notwithstanding the sub-divisions of the documents into these separate sections, every part of each shall be deemed to be supplementary to and complimentary of every part and shall be read with and into the contract.

7.23 Similarly, in case, the Competent Officer desires to include any new items in the contract for food & beverages the same will be negotiated with the Contractor.

7.24 Final Payments and Retentions

Release of final payments and retention money outstanding on expiry or termination of the contract shall be subject to the Contractor furnishing satisfactory proof of re-deployment or retrenchment, as the case may be, of employees who were deployed by the Contractor pursuant to the contracts to work within the premises of the Bhavan.

7.25 Insurance:

7.25.1 The Successful bidder (Contractor) shall take third party insurance to cover any accident or accidents of any nature, for an amount as required for this type of work against damage/ loss/ injury to property or persons or loss of life during the complete period of the contract.

7.25.2 The Contractor will hand over a copy of the Insurance Policy to the CAO, Gujarat Bhavan before as specified in the contract. In case the Contractor fails to take the insurance policy, the Competent Officer would arrange for the same at the cost of the Contractor, alternatively, the Institute may stop payment of bills to the Contractor till Insurance is arranged by the Contractor or terminate the contract at the risk and cost of the Contractor.

7.26 Indemnity

The Contractor shall indemnify and keep indemnified the Competent Officer against all losses and claims for injuries and or damages to any person or property. The Contractor shall abide by and observe all statutory laws and regulations in matters of FSSAI Act, Labour Law, Factory Act, Explosive Act, Workmen Compensation Act, GST, Sales Tax, Royalty, Excise Duty, Octroi, Works Contract etc. and shall keep the Institute indemnified against all penalties and liabilities of every kind for breach of any such statute ordinance or law/regulations or Bylaws. The Contractor shall not employ child labour. Payment to workers must be according to Minimum Wages Act.

CHAPTER - 8

BID EVALUATION SCHEME

Bids will be assessed for 100 marks based on the following parameters:-

S. No	Questions to be evaluated	Total Marks	Marks obtained	Remarks
1.	Financial offer for License Fee	30		
2.	Extent and Quality of Experience in providing / managing hospitality services, client list, retention record and client satisfaction, etc.	10		
3.	Annual turnover of last three years, size / distribution of contracts completed / under Execution.	10		
4.	Experience with specialization mainly in Gujarati Cuisine and other cuisines.	20		
5.	Comprehensive operational plan (with all details), manpower proposed (number, rank, experience, qualifications, uniform etc.) for the catering and related services at Gujarat Bhavan.	15		
6.	Client's site visit report to include food & Service quality standards.	15		
	Total	100		

PRESCRIBED MENU

S. NO.	ITEM	RATE (in Rs.)	REMARKS
1.	<p align="center">Breakfast</p> <p>Gujarati Fafda, Methi Gota or Batata Vada or Khaman or Dal Vada served with curry & Fried Mirch, Jalebi, Tea or Coffee, Banana or one fruit.</p> <p align="center">or</p> <p>Batata Poha, Thepla (served with curd & achar), Tea or Coffee, Banana or one fruit.</p> <p align="center">or</p> <p>Pav Bhaji, Jalebi, banana or one fruit, Tea Or Coffee</p> <p>South / North Indian Poorie-Bhaji or Stuffed Pratha with butter (served with curd & Achar), Tea or Coffee, Banana or one fruit.</p> <p align="center">or</p> <p>Masala Dosa (Masala or Plain) OR Uttappam, Idllee served with sambhar and 2 chutney, Banana or one fruit, Tea or Coffee.</p> <p>Continental / English Choice of Juices - Orange, Pineapple, Mango, Toasts served with butter & preserves, Vegetable Cutlets, tomato ketchup, Pot of tea or coffee and fresh fruit (Banana or one fruit)</p> <p align="center">or</p> <p>Choice of Juices - Orange, Pineapple, Mango, and Cornflakes served with hot or cold milk, Potato Wedge with tomato ketchup, Pot of tea or coffee and Fresh Fruit (Banana or one fruit).</p>	<p align="center">65/-</p> <p align="center">65/-</p> <p align="center">65/-</p> <p align="center">65/-</p> <p align="center">65/-</p> <p align="center">65/-</p> <p align="center">65/-</p>	

2.	<p style="text-align: center;">Lunch</p> <p>Regular Thali Rice, Gujarati Dal, Kathod (Whole Moong, or White Chana, Black Chana, Chola (Lobia), etc.), two vegetables one dry & one with gravy, Chapati or Puri or thepla, Farsan of the day, Papad, Salad, Achar, Chhass.</p> <p>Special Thali Rice, Gujarati Dal, Kathod (Whole Moong, or White chana, Black Chana, Chola (Lobia), etc.), two vegetables one dry & one with gravy, Chapati or Puri or thepla, two Farsan, One Dessert, Chhas, Papad, Salad, Achar, chutney.</p> <p>Mini Meal Bhature(2pcs.) with chhole, Achar & Salad (OR) Vegetable Pulao with curd/Raita, Achar & Salad</p>	120/- 155/- 75/-	
3.	<p style="text-align: center;">Dinner</p> <p>Regular Thali Kadhi, Khichdi, Bhakhari or Thepla or Puri or Chapati, two vegetables (one dry & one with gravy), Farsan of the day, Papad, Salad, Achar, Chhass.</p> <p>Special Thali Kadhi, Khichdi, Bhakhari or thepla or puri or Chapati, two vegetables (one dry & one with gravy), Two Farsan, One Dessert, Chhass, Papad, Chutney, Salad, Achar.</p> <p>Mini Meal Pav (2pcs.) Bhaji with butter, green chutney & Salad (OR) Medhuwada (2pcs.) with Sambhar, Coconut Chutney & Tomato Chutney</p>	120/- 155/- 75/-	
4.	Item Purchased and served e.g. Mineral Water, Soft Drink, Packed Juice, Amul Drinks, Ice-cream, Khakhra, Biscuits or any other market item.	On MRP	

NOTE: All rates are exclusive of all applicable taxes. All taxes collected from the guests will be deposited with the appropriate authority and proof of the same will be submitted to the DRC on monthly basis.

Miscellaneous (Al cart menu) items

S. NO.	ITEM	RATE (in Rs.)	REMARKS
1.	Tea - readymade	10/-	
2.	Service Tea	12/-	
3.	Coffee	17/-	
4.	Milk (200 ml)	15/-	
5.	Fafda (150 gm) with fried mirch & cury	30/-	
6.	Jalebi (100 gm)	30/-	
7.	Batata Poha (200 gm) with sev	30/-	
8.	Bataka Vada (2 pcs) with fried mirch & chutney	30/-	
9.	Methi Gota (6 pcs) with fried mirch & Chutney	30/-	
10.	Khaman (200 gm) with chutney	40/-	
11.	Vegetable/Dudhi na muthiya (6pcs) with chutney	25/-	
12.	Dal Vada (6pcs) with fried mirch & onion	25/-	
13.	Thepla (4 pcs) with curd & achar	25/-	
14.	Khandvi (200gm.)	40/-	
15.	White Dhokla (200gm) with chutney	35/-	
16.	Masala Dosa with sambhar & chutney	50/-	
17.	Plain Dosa with sambhar & chutney	40/-	
18.	Idlee (2pcs.) with sambhar & chutney	30/-	
19.	Vegetable cutlet (2 pcs) with chutney	35/-	
20.	Samosa Aloo / Vatana (2 pcs) with chutney	20/-	
21.	Moong Dal Kachori (2 pcs) with chutney	25/-	
22.	Toast butter (2 pcs)	15/-	
23.	Mixed vegetable Bhajia (150 gms) with chutney	35/-	
24.	Paneer Bhajia (150 gms) with chutney	45/-	
25.	Chhass (200 ml)	10/-	
26.	Sweet Curd Lassi (200 ml)	20/-	
27.	Vegetable Sandwich (2 pcs)	30/-	
28.	Sweet / Salted Lime Water	15/-	
29.	Stuffed Parantha(2Pcs) with curd and pickle	40/-	
30.	Puri (4 pcs.) with Aloo Bhaji & Achar	40/-	
31.	Mohan Thal (100 gm.)	35/-	
32.	Churma Ladoo (100gm.)	40/-	
33.	Branded packaged food/ beverages/ sweet dahi/ Jam/ Butter cubes/ namkeen/ biscuits, etc.	MRP	

PRESCRIBED PARTY SPECIAL MENU**1. Delux Menu @ Rs.500/- per pax**

WELCOME DRINK	Any two (Fresh Lime Water, Jaljeera, Aam Panna, Fresh Fruit Juice, Packed Juice, Soft Drink etc.)
SNACKS	Any two (Khandvi, Dhokla, Matar Rolls, Moong Dal Rolls, Dudhi or Vegetable Muthia Paneer Rolls, Hare-Bhare Kabab, Vegetable Cutlets, Paneer Tikka, Mushroom Tikka, Stuffed Mushroom etc.)
SOUP	Any one (Vegetable, Tomato, Mushroom, Carrot, Green Peas, Sweetcorn)
SALAD	One Farsan (Khaman, Khandvi Dhokla etc.) , Green Salad , Onion Salad , Cabbage Sambharo , Bharvan Mirch , Pickle , Papad , chutney , Gud, and Chhass.
MAIN COURSE	Gujarati Dal or Gujarati Kadhi One Kathod (Moong, Moth, Chola(Lobia), Panchkuti Dal, Chhole, Kala Chana etc.) One Dry Vegetable (Seasonal) One Vegetable with Gravy Steamed Rice or Gujarati Khichidi, or Pulao or Jeera Rice Chapati, Thepla or Bhakhari or Parantha or Puri
DESSERT	Any one (Basundi, Aam Rass, Dudh Pak, Shreekhand, Moong Dal Sheera, Suji Sheera, Gajar Halwa, Dudhi Halwa, Gulab Jamun, Rasmalai, Kulfi, Ice-cream etc.)
	Mineral Water (200ml), Mouthvas-two type, Toothpick

2. Super Delux Menu @ Rs.800/- per pax

WELCOME DRINK	Any Four (Fresh Lime Water, Jaljeera, Aam Panna, Fresh Fruit Juice, Packed Juice, Soft Drink etc.)
SNACKS	Any Four (Khandvi, Dhokla, Matar Rolls, Moong Dal Rolls, Dudhi or Vegetable Muthia Paneer Rolls, Hare-Bhare Kabab, Vegetable Cutlets, Paneer Tikka, Mushroom Tikka, Stuffed Mushroom etc.)
SOUP	Any Two (Vegetable, Tomato, Mushroom, Carrot, Green Peas, Sweetcorn)
SALAD	Two Farsan (Khaman, Khandvi Dhokla etc.) , Green Salad, Onion Salad, Sprouted Salad, Cabbage Sambharo, Bharvan Mirch, Pickle, Papad, chutney, Gud, and Chhass.
MAIN COURSE	Gujarati Dal or Gujarati Kadhi One Kathod (Moong, Moth, Chola(Lobia), Panchkuti Dal, Chhole, Kala Chana etc.) One Dry Vegetable (Seasonal) One Vegetable with Gravy One Paneer dish (Matar Paneer, Kadhai Paneer, Shahi Paneer, Paneer Lababdar etc.) One curd dish (Any type of Raita or Dahi Bhala etc.) Steamed Rice or Gujarati Khichidi, or Pulao or Jeera Rice Chapati, Thepla or Bhakhari or Parantha or Puri
DESSERT	Any two (Basundi, Aam Rass, Dudh Pak, Shreekhand, Moong Dal Sheera, Suji Sheera, Gajar Halwa, Dudhi Halwa, Gulab Jamun, Rasmalai, Kulfi, Ice-cream etc.) and Seasonal Fruit Platter.
	Mineral Water (200ml), Tea-Coffee, Mouthvas-three type, Sagar Ratna Pan, Toothpick

Note : The crockery, cutlery, Glassware and service to be provided by the Contractor.

Catering Infrastructure that will be made available to the Contractor

Bhavan will provide the Catering Contractor the following infrastructure facilities

- Kitchen with all required equipment, list herein below:
 1. Burner (big) - 2 nos.
 2. Burner (small) - 2 nos.
 3. Dosa Burner with Tawa - 1 no.
 4. Gas Chulha - 1 no.
 5. Geyser (electric) - 1 no.
 6. Geyser (gas) - 1 no.
 7. Vegetable Plastic Container - 6 nos.
 8. Insect Killer Machine - 2 nos.
 9. Iron Racks (big) - 3 nos.
 10. Steel Rack (small) - 1 no.
 11. RO System - 1 no.
 12. Tandoor (36"x36"x34"+6") - 1 no.
 13. Work Table with Two under shelves (48"x24"x34") - 1 no.
 14. Wall Mounted tray Rack (48"x18"x22") - 1 no.
 15. Dispense Counter (24"x24"x34") - 1 no.
 16. Hot Bain Marie Counter (60"x24"x34") - 2 nos.
 17. Work Table with two under counter
 18. Refrigerator (36"x24"x34") - 1 no.
 19. Work Table with Sink (72"x24"x34") - 1 no.
 20. Salamander 12 Slices - 1 no.
 21. Pantry table with one under shelf (8'x24"x34") - 1 no.
 22. Tea and Milk Dispenser (CAP: 10+3) - 1 no.
 23. Trolley Table (2'x18"x34") - 1 no.
 24. Work Table with sink (48"x24"x34"+6") - 2 nos.
 25. Single Burner cooking range (24"x24"x34"+6") - 1 no.
 26. Dosa Plate (36"x24"x34") - 1 no.
 27. Work Table with one under shelf and One over head shelf (24"x24"x34") - 1 no.
 28. Work Table with one under shelf and one over head shelf (24"x24"x34"+6") - 2 nos.
 29. Work Table with under shelf and one over head shelf (18"x24"x34"+6") - 1 no.
 30. Idly Steamer (54 Idlies) - 1 no.
 31. Work Table with one under shelf and one over head shelf 24" of (60"x24"x34") - 1 no.
 32. Clean dish table with one under shelf and one over head shelf (60"x18"x34") - 1 no.
 33. Pot wash Sink (48"x18"x34") - 1 no.
 34. Wall Shelf (60"x12") - 1 no.
 35. Dish landing table with garbage chute - 1 no.
 36. Three Sink Dish wash unit - 1 no.

(72"x24"x34"+6")		
37. Wall shelf (72"x12")	-	1 no.
38. Stainless steel clean dish rack	-	2 nos.
39. Two Burner cooking range (48"x24"x34"+6")	-	1 no.
40. Grill with oven (24"x24"x34"+6")	-	1 no.
41. Three Burner cooking range (72"x24"x34"+6")	-	1 no.
42. Water Cooler (100 Ltrs.)	-	1 no.
43. Four Door Refrigerator (54"x30"x84")	-	1 no.
44. Dish Landing table with garbage Chute	-	1 no.
45. Four Sink dish wash unit (8'x2'x34"+6")	-	1 no.
46. Clean dish table with one under shelf and one over head shelf (60"x24"x34")	-	1 no.
47. Stainless steel clean dish rack (48"x24"x72")	-	2 nos.
48. Pot wash Sink (60"x24"x34")	-	1 no.
49. Wet Grinder (5 Ltr.)	-	1 no.
50. Four Door Refrigerator (50"x30"x84")	-	1 no.
51. Single Burner cooking range (24"x24"x34")	-	3 nos.
52. Work Table with Sink (60"x24"x34"+6")	-	2 nos.
53. Idly Steamer (54 Idlies)	-	1 no.
54. Griddle plate (48"x24"x34")	-	1 no.
55. Table top deep fat fryer of single tank	-	1 no.
56. Work Table with under refrigerator (6'x2'x34")	-	1 no.
57. Work Table with one under shelf and one over head shelf (36"x24"x34")	-	1 no.
58. Three Burner cooking range (72"x24"x34")	-	1 no.
59. Dispense counter (60"x30"x34")	-	1 no.
60. Work Table with sink (8'x24"x34")	-	1 no.
61. Onion Potato Bin (24"x24"x34")	-	1 no.
62. Wall Shelf (48"x12")	-	1 no.
63. Stainless steel clean dish rack (36"x18"x72")	-	1 no.
64. Mobile Trolley stainless steel (30"x21"x34")	-	1 no.

- Dining Hall with a seating capacity of around 60 persons along with tables & chairs.
- Coffee Shop cum Dining Hall with a seating capacity of around 48 persons along with tables & chairs.
- Kitchen (Main) (Area 21'x22' and 20'x26').
- Kitchen (Annex) (Area 26'x24')
- PNG connection (PNG supply bill will be borne by the Contractor).
- Electrical equipment like tube lights, fans, A/Cs, T.V., Fridge, and Deep Fridge.
- Telephone Facility.
- NDMC Water Supply.

Undertaking of Bidder

Having examined the tender document including all the annexure, the receipt of which is hereby duly acknowledge, we, the undersigned, state that the specifications, conditions, etc. of this tender have been carefully studied and understood by me/ us before submitting this Tender. I/ We hereby declare that I/ We have made myself/ ourselves thoroughly conversant with the conditions of the tender and I/ We have based my/ our commercial bid for the Tender and offer to undertake the work/ supply/ deliver (description of work / goods / services) in conformity with the said tender documents.

2. We agree to abide by this tender offer till and shall remain binding upon us and may be accepted at any time before the expiration of that period.

3. A demand draft No. Dated from the Nationalized/ Scheduled Bank at in respect of the sum of *Rs. is herewith forwarded representing the Earnest Money. I/ We agree that the amount of Earnest Money shall not bear interest and shall be liable to be forfeited to the Competent Officer, should I/we fail to (i) Abide by the stipulation to keep the offer open for the period of 90 days from the date fixed for opening the same and thereafter until it is withdrawal by me/ us by the notice in wiring duly addressed to the authority opening the Tender Notice. (ii) Security deposit as specified in the time limit laid down in the Detailed Tender Notice. The amount of earnest money may be adjusted towards the security deposit or refunded to me/ us if so desired by me/ us in writing, unless the same or any part thereof has been forfeited as aforesaid.

4. Should this tender be accepted I/ we hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto so far as applicable and in default thereof to forfeited and pay to COMPETENT OFFICER the sums of Money mentioned in the said conditions. If our tender offer is accepted we will deposit the specified amount as security deposit for the due performance of the Contract and during the warranty. I/ we undertake to use only the best materials approved by the Resident Commissioner of BHAVAN. or his duly authorized representative, before starting the work and to abide by his decision, Until a formal contract is prepared and executed, this tender offer, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us. We understand that you are not bond to accept the lowest or any offer you may receive.

5. The information/ documents submitted by us are true to our knowledge and if the information/ documents so furnished shall be found to be untrue or false, the Tender shall be liable to be disqualified and our Earnest Money accompanying the Tender will be forfeited.

Date the day of 2018

Signature of Bidder

Address

Signature of Witness

Address

Signature of Bidder Signature of Authorized Person

POWER OF ATTORNEY

Date :

**To,
Chief Administrative Officer,
Gujarat Bhavan, New Delhi,**

Sir,

Tender Reference No. _____

We who are established and reputable Service Providers do hereby authorize Mr..... (Name and Designation) to offer, negotiate and conclude the contract with you against the above invitation for tender offer.

Yours faithfully,

Name:

For and on behalf of M/s. _____

Note : This letter of authority should be on the letterhead of the Agency and should be signed by a competent person of the Agency.

Technical Bid

I _____ age _____ residing at _____
in capacity of M/s. _____ hereby solemnly affirm that.

M/s. _____ has submitted the following certificates along with Tender Form.

S. No.	Details	Document attached	
		Yes	No
1.	Documentary Proof regarding Business in catering and related service for a minimum period of three successive years as on 31.03.2017.		
2.	Documentary Proof of Running Restaurant/ Food Delhi, NCR or in Gujarat or in any other state.		
3.	Documentary Proof of experience specialization mainly in Gujarati cuisine and other cuisine for a minimum of three years		
4.	Self-attested copy of Audited Statement of Accounts showing that bidder is a profit making organization during each of the last three financial years along with annual turnover. Letter of recommendation from head of organization where canteen/ restaurant/ food joint is functional.		
5.	Documentary Proof of Academic and Professional qualifications of the bidder.		
6.	Self-attested copies of license of FSSAI, MCD or any local municipality for running catering services, labour authority, Income Tax, etc. Self-attested copy of income tax return, sales tax for the last three years		
7.	Certified copy of GST/other tax registration with a copy of latest paid challan.		
8.	Documentary evidence from Client(s) Department that the firm is reputed and bidder regularly undertakes the work of catering in Public Sector/ State Government/ Central Government and that bidder is a well-controlled organization at all stages of execution of the contract.		
9.	A certificate that the bidder has not been black listed by the Government / Agencies/ Bhavan.		
10.	Bidder to mention the site/s with full address which bidder wants to show the committee members.		
11.	Any other document bidder wants to submit.		

- Whatever stated above is true & correct to the best of my knowledge & belief.
- The bid has been submitted after site inspection at Gujarat Bhavan, New Delhi and the same is to be allotted on as is where basis is.
- In case the answer to above mentioned technical questions is in affirmative, then relevant documents should be attached without fail.

(Signature & Stamp of the Bidder)

**GOVERNMENT OF GUJARAT
OFFICE OF THE RESIDENT COMMISSIONER
GUJARAT BHAWAN,
11, Kautilya Marg, Chanakyapuri, New Delhi – 110 021**

E-Tender Document

For

**“Providing Food and Beverage Services
in Gujarat Bhawan, New Delhi.”**

FINANCIAL BID

Tender No. : RC/GB/Catering/073/2017-18 dated 19.12.2017.

(Submit online on <https://gad.nprocure.com> – “FINANCIAL BID”)

Financial Bid

To,

The Chief Administrative Officer,
Government of Gujarat,
O/o the Resident Commissioner,
Gujarat Bhawan, New Delhi – 110 021.

Subject: Our Financial Bid for Providing Food and Beverage Services in Gujarat Bhawan, New Delhi.

Ref. : RC/GB/Catering/064/2017-18 dated 19.12.2017.

Dear Sir,

I / We hereby declare, understand and accept that:-

- i.) The submission of the offer does not guarantee of license and that has the right to cancel or reject the bids at any time.
 - ii.) I / We will also deposit an interest free refundable / adjustable performance / security deposit equivalent to 10% of License Fee for 24 months from date of award of contract, before taking over the possession of the services in the form of FDR in favour of "Resident Commissioner, Government of Gujarat, New Delhi".
 - iii.) That the term of the license shall be **for a period of two years** and the same may be extended further for one year depending on flawless and continued services which would be reviewed continuously. The decision of the Resident Commissioner would be final and binding in this regard.
 - iv.) Performance / Security Deposit will be at the disposal of the Gujarat Bhavan make good any loss / damages / outstanding dues and for performance of other **Terms & Conditions** of license
2. I/ We understand that apart from quoted license fee, PNG, electricity charges etc. shall be payable by us regularly to the complete satisfaction of Gujarat Bhavan authorities at the rates prescribed from time to time, along with other statutory and local taxes and we undertake to pay the same regularly as per periodicity indicated by the concerned authorities. We understand that non-payment of dues on time will result in cancellation of license.
3. The postal address given here-below is the postal / communication address to which all the messages/ documents may be addressed / sent to us.

Thanking you,

Yours faithfully,

Place:
Date:

Signature:
Name:
Designation:
(Capacity in which signed)
Full Address:
Company Seal:
Email ID:

PRICE SCHEDULE

to be filled online (e-tendering) on <https://gad.nprocure.com>

I am / we are pleased to submit my / our Financial Bid for Rs. Per month
(..... in words).

Note

The above rates are for per month which is higher than the Reserved License Fee of Rs. 1,15,000/- per month for grant of License to operate Gujarat Bhavan Food & Beverage Services for a period of **two years**.