

**Indira Gandhi National Centre for the Arts
Govt. of India, Ministry of Culture,
C.V. Mess Building,
Janpath, New Delhi-110001**

**TENDER NO. 003
Dated:26/02/2018**

7/13(20)/2017 SD/SS

**TENDER DOCUMENT
FOR
RESTAURANT/CAFETERIA/COFFEE SHOP**

S.No.	Contents	Date/Time
1.	Publishing Date	26.02.2018 (07.00PM)
2.	Bid Document Downloading/Sale Start Date/time	27.02.2018
3.	Pre bid meeting	12.03.2018 (3.30PM)
4.	Bid Submission Start Date/time	13.03.2018 (10.00AM)
5.	Bid Submission End Date/time	20.03.2018 (03.30PM)
6.	Bid Opening Date/time	21.03.2018 (4.00PM)

Tender document contains 1-52 pages

INDEX PAGE

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List of Abbreviation

S No.	Abbreviated words	Details of Abbreviation
01	IGNCA	Indira Gandhi National Centre For The Arts.
02	NIT	Notice Inviting Tender
03	EMD	Earnest Money Deposit
04	HOD	Head of Department
05	CBI	Central Bureau of Investigation
06	GST	Goods and Services tax

**Indira Gandhi National Centre for the Arts
Ministry of Culture**

C.V. Mess Building, Janpath,

TENDER NO: 003

Dated: 26 /February /2018

NOTICE INVITING TENDER (NIT)

e-bids are invited from reputed caterers having proven experience and ability in preparation and serving of food for operating a **Restaurant ,Cafeteria and Coffee Shop** on user charges basis situated inside the premises of Indira Gandhi National Centre of the Arts, New Delhi 110001. The Terms and Conditions and other related aspects are outlined in the Tender Document. Manual bids shall not be accepted.

The Tender Document can be downloaded from
CPP Portal <https://eprocure.gov.in/eprocure> app.

Earnest Money Deposit (EMD)

Rs. 1,00,000/- (payable in the form of a Demand Draft drawn in favour of 'IGNCA New Delhi').

Downloadable upto Last Date/Time of receipt

20/03/2018

Date/Time of opening

21/03/2018 (4:00PM)

Critical date sheet

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3. **Key Terms**

Following words and terms used in this document shall, unless the context requires otherwise, have the following meaning:

- 3.1 **'Tenderer'** means the person submitting the Tender pursuant to the Notice Inviting Tender.
- 3.2 **Restaurant, Cafeteria and Coffee Shop** at IGNCA, means the premises identified for said purposes.
- 3.3 **'Chairman'** is the Joint Secretary of Indira Gandhi National Centre for the Arts, New Delhi-110001.
- 3.4 **'Commencement Date'** means a date, mentioned in the letter of award, and in absence of a specified date in the letter of award, the date of the letter of award from operation of the **Restaurant, Cafeteria and Coffee Shop** are intended to commence.
- 3.5 **'Committee'** means the Committee established by IGNCA under the Joint Secretary to manage the tender process.
- 3.6 **'EMD'** means the Earnest Money Deposit of Rs. 1, 00,000/- (Rupees one lakh only) to be deposited by the Applicant.
- 3.7 **'User charges basis Agreement'** means the agreement to be executed between the payee on user charges basis and IGNCA for operation of the Cafeteria/Restaurant/Coffee shop.
- 3.8 **'Agency'** means the individual/agency selected for award to operate the **Restaurant, Cafeteria and Coffee Shop**.
- 3.9 **'User charges basis Fee'** is the Monthly user charges basis fee paid in advance by the Payee to the IGNCA every month.
- 3.10 **'User charges basis Premises'** means the ground floor area defining the **Restaurant** up to the road in front of it, **Cafeteria** opposite to guest house and coffee **shop** at Media Centre.
- 3.11 **'Licensor'** means IGNCA.
- 3.12 **'IGNCA'** means Indira Gandhi National Centre for the Arts New Delhi.
- 3.13 **'NIT'** means the Notice Inviting Tender for operation of the **Restaurant, Cafeteria and Coffee Shop** at IGNCA.
- 3.14 **'Tender'** means the formal offer to undertake the work.
- 3.15 **'Term'** means the term commencing from the Commencement Date, until the termination of the contract awarded to the contractor to operate the **Restaurant, Cafeteria and Coffee Shop** at IGNCA
- 3.16 **'HOD IGNCA'** means Head of Department of IGNCA, in this case the Joint Secretary, IGNCA.

4. Terms and Conditions

4.1 Terms and Conditions for submission of the tender.

- a) The stated aim of the tender is to establish and operate Restaurant, Cafeteria & Coffee shop in earmarked premises of IGNCA. This tender intends to award work(s) to successful tenderer(s) for the operator(s) of Restaurant, Cafeteria & Coffee Shop for a period of 3 years on user charges basis and further 2 year (each) extensions on satisfactory performance.

b) **Security Deposit:**

Venue	Ratio	Security Deposit (Rs.)
Restaurant	50	5.0 lakhs
Cafeteria	19	1.9 lakhs
Coffee Shop	10	1.00 lakh

- c) In default of payment of user charges, interest @5% will be charged till realization.
- d) **The Restaurant, Cafeteria and Coffee Shop** operator who is/are awarded the work(s) shall deposit an amount mentioned above, as interest free refundable guarantee in form of Demand Draft drawn in favour of IGNCA. New Delhi. The guarantee will be refunded on expiry of contract simultaneously with delivery of vacant and peaceful place of **Restaurant, Cafeteria and Coffee Shop** by the operator to the IGNCA and/or adjusted against any damage cost of the premises. In case he fails to deliver vacant and peaceful place the operator will be liable to pay rupees two thousand per day by the way of liquidated damages to IGNCA till the **Restaurant, Cafeteria and Coffee Shop** space is vacated.
- e) The operator will be required to serve food and beverages to visitors as per price list of **Restaurant, Cafeteria and Coffee Shop**. The rates of food items to be served inside the **Restaurant, Cafeteria and Coffee Shop** shall be fixed by the operator in Consultation with IGNCA. IGNCA employees would be given subsidized rate at 30% discount on the published tariff in the menu.
- f) The Operator shall bear and pay 40% cost of any damages. The regular up gradation, alteration/repair and maintenance of **Restaurant, Cafeteria and Coffee Shop** together with any improvement as would be deemed necessary would be done by the operator himself.
- g) If monthly user charges are not paid consecutively up to two months then, IGNCA shall be entitled to terminate the contract by giving sixty days notice to the cafeteria/restaurant /coffee shop operator. Operator shall bear the service charges in respect of the space as fixed by IGNCA from time to time including charges for Water/Electric supply.
- h) Operator shall obtain all statutory approval and Licenses including insurance cover for running **Restaurant, Cafeteria and Coffee Shop** in IGNCA.
- i) **Restaurant, Cafeteria and Coffee Shop** can be used for catering services

only inside IGNCA. Under no circumstances will the services be extended

Outside the IGNCA premises.

- j) Any number of public may utilize **Restaurant, Cafeteria and Coffee Shop** ordinarily from 09.00 AM to 11.00 PM or as per statutory guidelines on public/national holidays.
- k) The interior and design of premises including furniture and fixtures will be taken care by **Restaurant, Cafeteria and Coffee Shop-operator**.
- l) Tenderer shall not be a close relative of any employee of IGNCA, nor shall Tenderer be associated with an employee of IGNCA or their close relatives as proprietor/partner/share holder/Director of IGNCA
- m) The successful Tenderer shall be required to enter into a User charges basis Agreement with IGNCA, governing the Terms and Conditions of the license on non-judicial stamp paper.
- n) The Tender should accompany a demand draft of Rs. 1,00,000/- (Rupees one lakh only) in favour of 'IGNCA, New Delhi', drawn on the State Bank of India or any other Nationalized Bank towards EMD. This EMD shall be refunded to unsuccessful Tenderers for which no interest shall be payable.
- o) The successful Tenderer shall submit the following documents and payments within 7 days from the date of placement of the work order:
 - (i) Duplicate copy of the work order duly signed by the Tenderer as a token of acceptance of the service contract.
 - (ii) Original copy of the User charges basis Agreement/deed of governing the Terms and Conditions of the Contract on non-judicial stamp paper.
 - (iii) Performance Bank Guarantee as per Terms and Conditions for rendering the services for operating the Cafeteria/Restaurant/Coffee Shop.
 - (iv) The Cafeteria/Restaurant/Coffee Shop shall be kept open on all days of the year other than Holi and Dipawali festival days and National Holidays during the prescribed hours of functioning from 09.00 A.M. to 11.00 P.M. only.

4.2 Eligibility

i) Technical

The operator of Restaurant/Cafeteria/Coffee Shop should have a minimum level of permanent staff on roll. A track record of demonstrated excellence in hygienic and elegant professional food service in elite locations of the National Capital Region is also a pre-requisite. The eligibility criterion are as follows :

Sl.No.	Documents required	Remarks
1	Minimum 27 permanent employees on bidder's roll as on	Attach proof of annual Provident Fund deposit from Employees

	<p>November, 2017. Employees on adhoc/contractual basis will not be considered and require only permanent employees such as manager, cook, steward, helper, dishwasher, safaiwala. Details of permanent employees for restaurant, cafeteria and coffee shop are given as under.</p> <p>Restaurant – 1 manager, 2 cook, 3 helper, 3 steward, 1 dishwasher & 1 safaiwala.</p> <p>Cafeteria – 1 manager, 2 cook, 3 helper, 3 steward, 1 dishwasher & 1 safaiwala.</p> <p>Coffee Shop – 1 manager, 1 cook, 1 helper, 1 steward & 1 safaiwala.</p>	Provident Fund Organization (EPFO).
2.	Bidder should have office in Delhi/NCR.	Attach documentary proofs.
3.	Date and year of establishment/Incorporation. Certificate of incorporation to be attached. Also attach registration of \provident Fund, Employee State \insurance Corporation, Service Tax registration, Gratuity policy etc.	Certificate of Incorporation to be attached. Also attach registration of Provident Fund, Employee State Insurance Corporation, Service Tax registration, Gratuity policy etc.
4	Bidder should have PAN issued by Income Tax Department and should attach copy of PAN.	
5	Bidder should be registered under the Shops and establishment rules/acts.	Company registered under Indian Company Act, 1956 with a branch office in Delhi.
6	Past experience of providing similar services to large events of national/international attendees.	Attach copy of work order/performance certificates.
7	Certificate from Statutory Auditor (Chartered Accountant in case of Proprietorship concern) of bidder that there is no pending claim notice/due demand notice/litigation of liability/default on account of \provident Fund Act, ESIC or Service Tax.	

8	Audited Income Tax annual return and Balance Sheet of the bidder for immediate preceding three Financial \years, 2014-15, 2015-16 and 2016-17 with certificate from Statutory Auditor/CA, in case of proprietorship concern, as the case may be.	
9	Furnish a copy of memorandum/Article of association or copy of Registered \partnership deed or copy of Rules & Regulations & bye laws of societies, power of attorney etc. in respect of the tenderer as applicable.	
10	Enclosed Board Resolution and/or Notarized Power of Attorney indicating Authority to Bid.	

Note: Approval of State/Central Government certificate may kindly be attached and FSSAI licence.

ii) Financial :

- a) Bidder should have turnover of Rs.5.00 crore (Rupees Five Crores) per year for last 2 years.
- b) A reserve price (minimum expected user charges payable (is fixed for each premises. Any offer for the amount shown at clause 4.3 below will be automatically rejected.

iii) Experience/License :

- a) The bidder should have 3 years in operation of restaurant/cafeteria or banquette.

- b) Bidder should possess trade license, catering license, pollution certificate, VAT/ST, income-tax clearance/GST. Any site specific license required for operation of restaurant, cafeteria & coffee shop will be the responsibility of tenderer/contractor.

4.3 Scope of Work

The **Restaurant ,Cafeteria and Coffee Shop** of the IGNCA consist of indoor space, outdoor space and kitchen measuring up to as under, shall be taken up on user charges basis:-

Sl. No	Venue & Location	Area		Total space	Remarks	Minimum expected User charges per month (in Rs.)
		Inside	Outside space open			
a	<u>Restaurant</u> (Toward Janpath Road)	2000 sq ft	3600 sqft	5600 sqft	The interior & design of restaurant including furniture & fixtures will be taken care by the operator	75,000
b	<u>Cafeteria</u> (Front IGNCA Guest House)	Open air only	2500 sqft	2500 sqft	Front IGNCA guest house open cooking place on left of the guest House And also Cafeteria for Visitors which may be fabricated by the operator at their own expenses.	50,000
c	<u>Coffee Shop</u> (Media centre)	130 sqft	Interior only	130 sqft	which may be fabricated by the operator at their own expenses in corridor of media centre.	5,000

NOTE:

- I. A reserve price (minimum expected user charges payable) is fixed for each premises. Any offer for the amount shown above will be automatically rejected.
- II. Bidder should have turnover of Rs. 05.00 Crore (five Crores) per year for last 2 years.
- III. The Applicant should not be debarred or black-listed by CBI or any Government Department or Public Sector Undertaking Departments like Railways, Defence, Tourism, Civil Aviation or other Department of Government of India and any State Government.

- IV. The Bidder should have three years experience in operation restaurant or cafeteria or banquet or hotel.
- V. Bidder should possess trade license, catering license, pollution certificate, VAT/ST, Income Tax clearance, GST. Any site specific licenses required for operation of Restaurant, Cafeteria, Coffee will be the responsibility of tenderer/contractor.

4.4 **Pre-Bid Conference**

- a) A pre-bid conference for interested applicants shall be held at the office of the Joint Secretary, IGNCA as per critical date sheet where any clarification required regarding the Terms and Conditions shall be provided to interested applicants.
- b) Tender Fee- Not applicable

4.5 **Earnest Money Deposit (EMD)**

- (a) The Technical Bid should be accompanied by EMD of Rs. 1,00,000/-(Rupees one lakh only) in the form of demand draft only drawn in favour of **IGNCA, New Delhi**.
- (b) (EMD of unsuccessful Applicants will be returned without interest after the finalization of the tender.

4.6 **Submission of Tender Form**

Tender form should be filled up in all respects and returned by the Applicant duly signed on each page, including the pages containing the terms and conditions and should be uploaded to cpp portal. The Tender consists of two parts as given below.

4.7 **Technical Bid**

- (i) The Technical Bid shall be filled in as per Annexure: I, II, III, IV, V, VI, and IX thereof. Information required in the Technical Bid must be furnished; else the bid is liable to be rejected.

(ii) The following documents must accompany the Technical Bid:

- a) Certificate of furnishing correct information

The Applicant shall furnish a certificate (See Annexure V) to the effect that correct information has been furnished in the Tender and the

Applicant shall be solely responsible for furnishing misleading, wrong or false information in the Tender. Furnishing of misleading, wrong or false information may lead to the cancellation of the Bid.

- b) A letter of authorization duly authorizing the signatory to participate and sign the Tender documents on the letterhead of the Applicant.
- c) A declaration on non-judicial stamp paper of Rs. 100/- duly attested by Notary Public to the effect that the Applicant is not debarred or black-listed by CBI or any Government Department or public sector Undertaking, departments like railways, Defense, Tourism, Civil Aviation or other Department of Government of India and any State Government.
- d) Earnest Money Deposit (EMD) of Rs 1,00,000/- (Rupees One Lakh Only)
- e) Copies of financial statement (balance sheets, including all related notes, and income statements) for the last three financial years to demonstrate:
- f) Bidder should have turnover of Rs. 05.00 Crore (five Crores) per year for last 2 years.
- g) Financial statements shall also include Profit & Loss Accounts along with all schedules indicating the break-up of their revenue from various sources separately.
- h) The financial statements as above shall:
 - reflect the financial situation of the Applicant,
 - be audited by a Chartered Accountant;
 - be complete, including all notes to the financial statements; and
 - Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- i) A sample menu for staff meals.
- j) A sample menu for the cafeteria/restaurant/coffee shop.
- k) Any relevant information or document which Applicant(s) may consider appropriate for a restaurant/ cafeteria/coffee shop including documents evidencing their expertise/experience/ideas related to regional Indian cuisines and their contemporary interpretation, other than for which Tender has been invited by IGNC.
- l) Tenderers self attested copy of PAN card issued by the income Tax Department with copy of Income Tax Return of the last financial year Service Tax .
- m) Self attested copy of service Tax Registration No. & GST.
- n) Trade Tax Registration from Trade Tax Office.
- o) Proof of experiences of last three financial years along with satisfactory performance certificate from concerned employers and value of work as mentioned in the NIT.

- p) Copy of License to run catering/Restaurant/Coffee Shop etc.
- q) Proof of annual turnover as per NIT duly certified by a CA.
- r) Authority letter for signing of the Tender on behalf of firm
- s) Testimonials from the Head of the organization at which the tenderer has provided catering services during the last three years including the number of persons /organization to whom the services have been rendered .
- t) A certificate regarding Non-relationship with IGNCA.
- u) Any other relevant documents, if any, must be attached in the last.
- v) No black listed certificate issued by any government office/agencies.
- w) The operator of Restaurant/Cafeteria/Coffee Shop should have a minimum level of permanent staff on roll preferably from FCI/IHM. A track record of demonstrated excellence in hygienic and elegant professional food service in elite locations of the National Capital Region is also a pre-requisite. The eligibility criterion are as follows :

Sl.No.	Documents required	Remarks
1	<p>Minimum 27 permanent employees on bidder's roll as on November, 2017. Employees on adhoc/contractual basis will not be considered require only permanent employees such as manager, cook, steward, helper, dishwasher, safaiwala. Details of permanent employees for restaurant, cafeteria and coffee shop are given as under.</p> <p>Restaurant – 1 manager, 2 cook, 3 helper, 3 steward, 1 dishwasher & 1 safaiwala.</p> <p>Cafeteria – 1 manager, 2 cook, 3 helper, 3 steward, 1 dishwasher & 1 safaiwala.</p> <p>Coffee Shop – 1 manager, 1 cook, 1 helper, 1 steward & 1 safaiwala.</p>	
2.	Bidder should have office in Delhi/NCR.	Attach documentary proofs.
3.	Date and year of establishment/Incorporation.	Certificate of Incorporation to be attached. Also attach registration

	Certificate of incorporation to be attached. Also attach registration of \provident Fund, Employee State \insurance Corporation, Service Tax registration, Gratuity policy etc.	of Provident Fund, Employee State Insurance Corporation, Service Tax registration, Gratuity policy etc.
4	Bidder should have PAN issued by Income Tax Department and should attach copy of PAN.	
5	Bidder should be registered under the Shops and establishment rules/acts.	Company registered under Indian Company Act, 1956 with a branch office in Delhi.
6	Past experience of providing similar services to large events of national/international attendees.	Attach copy of work order/performance certificates.
7	Certificate from Statutory Auditor (Chartered Accountant in case of Proprietorship concern) of bidder that there is no pending claim notice/due demand notice/litigation of liability/default on account of \provident Fund Act, ESIC or Service Tax.	To be attached
8.	Audited Income Tax annual return and Balance Sheet of the bidder for immediate preceding three Financial \years, 2014-15, 2015-16 and 2016-17 with certificate from Statutory Auditor/CA, in case of proprietorship concern, as the case may be.	To be attached
9.	Furnish a copy of memorandum/Article of association or copy of Registered \partnership deed or copy of Rules & Regulations & bye laws of societies, power of attorney etc. in respect of the tenderer as applicable.	To be attached
10.	Enclosed Board Resolution and/or Notarized Power of Attorney indicating Authority to Bid.	To be attached

4.8 Scope of Work

The **Restaurant ,Cafeteria and Coffee Shop** of the IGNCA consist of indoor space, outdoor space and kitchen measuring up to as under, shall be taken up on user charges basis:-

Sl. No	Venue & Location	Area		Total space	Remarks	Minimum expected User charges per month (in Rs.)
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b	<u>Cafeteria</u> (Front IGNCA Guest House)	Open air only	2500 sqft	2500 sqft	Front IGNCA guest house open cooking place on left of the guest house which may be fabricated by the operator at their own expenses.	50,000
c	<u>Coffee Shop</u> (Media centre)	130 sqft	Interior only	130 sqft	which may be fabricated by the operator at their own expenses in corridor of media centre.	5,000

NOTE:

- (i) (a) Any offer below for the amount as per clause 4.8 will be automatically rejected.
- (b) The user charges in aggregate will be calculated subject to higher bid amount received from bidder in each category.
- (ii) Bidder should have turnover of Rs. 05.00 Crore (five Crores) per year for last 2 years.
- (iii) The Applicant should not be debarred or black-listed by CBI or any Government Department or Public Sector Undertaking Departments like Railways, Defense, Tourism, Civil Aviation or other Department of Government of India and any State Government.
- (iv) The Bidder should have three years experience in operation restaurant or cafeteria or banquet or hotel.

- (v) Bidder should possess trade license, catering license, pollution certificate, VAT/ST, Income Tax clearance, GST. Any site specific licenses required for operation of Restaurant, Cafeteria, Coffee will be the responsibility of tenderer/contractor.

4.9 Financial Bid

The Financial Bid (Annexure-VII) should contain the quote for the user charges offered separately for Restaurant/ Cafeteria/Coffee shop and combined also.

- (i) The rate should be clearly indicated in words and figures. Whenever there is discrepancy between words and figures, bid is liable to be rejected.
- (ii) There should not be any over-writing/cutting in the rates tendered. Any term and condition other than those mentioned in the NIT shall not be considered and shall be rejected forthwith.
- (iii) Menu price quoted by bidder shall include all applicable taxes, duties, and levies, GST etc. as per act, rule, and regulation of the state or central government as on date submission of bid.

4.10 Technical and Financial Bids: Format for submission

- (i) The Tender comprising the Technical and Financial Bids should be signed by the authorized signatory. The authority letter authorizing the authorized signatory shall be on the letterhead of the bidding organization and should accompany the Technical Bid. In this connection Annexure I to VII may kindly be referred and take action as mentioned therein.
- (ii) The Applicant shall indicate the number of documents submitted for Technical and Financial Bids. The Applicant should sign/initial each page of the documents submitted for the Technical and Financial Bids.

4.11 Amendment of Tender Documents

- (i) At any time prior to the deadline for submission of documents, the HOD may amend the tender documents by issuing an addendum. Any addendum issued shall form part of the tender documents and may be downloaded from CPP portal - <https://eprocure.gov.in/eprocure/app>).
- (ii) The Applicant shall bear all costs associated with the preparation and submission of Tender. IGNCIA shall not be responsible or liable for those costs, regardless of the outcome of the tendering process.

4.12 Cost of Application - Not Applicable

4.13 Language of Applications

All correspondence and documents relating to the Tender shall be written in English. Supporting documents and printed literature that are part of the application may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which cases, for purpose of interpretation of the Bid, the translation shall be considered.

4.14 Last Date

- (i) The last date and time for receipt of Tender shall be as per critical date sheet. The Tenders received after the stipulated date and time will not be considered and rejected summarily.
- (ii) IGNCA will not accept any responsibility or grant any relaxation of time for any postal delay in the submission of physical copy of EMD document.

4.15 Opening of Tender and Evaluation thereof

- (i) The Tenders received will be opened by a Tender Opening Committee under the Chairmanship of Joint Secretary, IGNCA
- (ii) Tenders without the required documentation and certification are liable to be rejected similarly. Tenders not conforming to the requirements mentioned in the Terms and Conditions above or not accompanied by EMD are liable to be summarily rejected.
- (iii) Technical Bids shall be evaluated and a list of technically-qualified Applicants will be prepared by the Committee.
- (iv) Financial bid may be quoted in INR only.
- (v) Bidders has to quote both individually & clubbed rates for all the premises and contract will be awarded to the overall highest financial bidder who has technically qualified in the technically bid opening. IGNCA reserves the right to award individual separate contract for each establishment based on offers received.
- (vi) The Technical bids will be opened as per critical date sheet. Date of opening of Financial Bid will be informed/intimated separately.

4.16 False Information

- (i) In the event of false, misleading or wrong information furnished by the Applicant, the EMD in respect of such Applicants shall be forfeited. Further, during the performance of the contract if it is detected that the contract has been obtained by furnishing false, misleading or wrong information in the Tender, the contract is liable to be terminated and performance, security and other payments due to IGNCA shall be forfeited and the agency is liable to be blacklisted for a period up to three years.

- (ii) If the successful Applicant fails to sign the user charges Agreement within stipulated time or after signing the contract fails to perform any contractual obligation, his/her EMD shall be forfeited. Depending upon the gravity of violation/omission, the applicant is liable to be blacklisted for a period up to 3 years, without prejudice to any other remedy that the Committee may have under existing law.

4.17 Acceptance and Withdrawal

- (i) The decision to accept any Tender shall entirely rest with the Director (A), IGNCA, who reserves the right to accept or reject any or all Tenders without assigning any reason whatsoever. There is no obligation on the part of the Director(A) to communicate in any way with rejected Applicants. After acceptance of the Tender by Director(A), the Applicant shall have no right to withdraw his Tender or claim highest price. Tender with incomplete information is liable for rejection.
- (ii) If any Applicant does not accept any of these conditions, his/her Tender shall not be considered.

4.18 User charges Agreement

- (i) The successful Applicant(s) shall execute an agreement for the fulfillment of the contract on Rs. 100/- non-judicial stamp paper within 7 (seven) days from the date of acceptance of the Tender. The Agreement shall clearly specify the rights and obligations of the Operator and IGNCA with respect to the running of the Restaurant/ Cafeteria/Coffee Shop at IGNCA.
- (ii) The incidental expenses of execution of License Agreement shall be borne by the Licensee.

4.19 Security Deposit

The successful applicant shall deposit to IGNCA a sum Rs.05.00 lakhs for the entire period of the tender as '**Security Deposit**' for the due and complete performance of the provision of these Terms and Conditions and the user charges Agreement. This deposit shall be made in the form of a bank draft favouring IGNCA, New Delhi which shall be deposit in IGNCA account and no interest will be paid on the deposit for the entire period the IGNCA retains the same . This deposit is refundable subject to adjustments at the time of normal expiry of the term of the Contract.

4.20 Implementation Schedule

The successful applicants are expected to fully operationalise services of the Restaurant Cafeteria/Coffee Shop within one month of the award of contract.

4.21 Termination for Default

- (i) Director(A), IGNCA, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the operator, may terminate the User charges basis Agreement in the following circumstances:

- (ii) if the selected operator fails to fully operationalise the Restaurant/Cafeteria Coffee SHOP within the time period specified in the User charges basis Agreement, or within any extension thereof granted by IGNCA Director(A).
- (iii) if the selected operator fails to deliver any or all services contracted to be delivered under the User charges basis Agreement; or
- (iv) If operator, in the judgment of Joint Secretary, IGNCA, has engaged in corrupt or fraudulent practice in competing for or in executing Contract.

5. Use of Premises

- 5.1 Operator shall occupy and use the premises for the purpose of running the Restaurant/Cafeteria Coffee Shop so as to provide amenities and facilities to the visitors and staff of IGNCA.
- 5.2 Any signage/advertisement/branding shall be decided and displayed in consultation with IGNCA. The Operator shall not display any signage/advertisement/branding other than that decided by IGNCA. Such signage/advertisement/branding shall not be used by the operator for any other purpose or at any other place.
- 5.3 The operator shall not display, exhibit or offer for sale any products, goods or other articles or provide services, which are outside the ambit of the agreed range of products, or services between IGNCA and the operator or which are repugnant to good morals or are of an indecent, immoral or other improper character. In coming to any determination required under this claim, it is expressly agreed that the decision of IGNCA shall be conclusive and absolutely binding and shall not be subject to dispute or review.
- 5.4 The operator shall not be entitled to allow any other person(s) to occupy the premises in its stead or to use any part thereof without the written permission of Competent Authority, IGNCA.

6. Compliance

- 6.1 The operator shall abide by all rules and regulations, by-laws and guidelines that IGNCA may, from time, make or adopt or amend for the care, protection and administration of IGNCA and the general welfare and comfort of its visitors and employees.
- 6.2 The operator and its employees shall be bound to comply with any instructions issued by IGNCA from time to time.
- 6.3 The operator will, during the continuance of this agreement, insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business.

7. Control and Supervision

- 7.1 The overall control and superintendence of the said premises shall remain vested with IGNCA, whose officers and agents shall at all times have the absolute right of entry into the said premises and be entitled to inspect the Restaurant/Cafeteria /Coffee Shop premises for its bonafide use, its state of repairs and compliance with the terms and conditions of the user charges Agreement, without disruption of the normal functioning of the cafeteria/Restaurant/Coffee Shop.
- 7.2 The operator shall deposit duplicate keys of the premises with IGNCA whenever it is so demanded and permit IGNCA to make use of the keys during any emergency. The operator shall not remove or replace the lock on any door or change the locking device on any door of the rented premises.
- 7.3 The operator shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the concerned officer of IGNCA.

8. Employees

- 8.1 The operator shall employ only suitable level of staff for each individual establishment such employees, who are experienced preferably from FCI/IHM. The operator will ensure that the staff engaged shall observe highest standards of courtesy, manners and professionalism while dealing with visitors and customers of the Restaurant/Cafeteria /Coffee Shop of IGNCA.
- 8.2 The operator shall employ only such staff as shall have good character and be well behaved and skillful in their business. IGNCA shall be at liberty to forbid the employment of any person whom it may consider undesirable. The staff employed shall conform to such direction as may be issued by IGNCA in respect of time, stay and the points or routes of entry to and exit from the premises and in respect of the use of toilets and washrooms. The operator shall also have the character of all persons employed by him verified by the police to the satisfaction of IGNCA before the employment.
- 8.3 The operator shall immediately remove any employee from the Licensed Premises if any employee misbehaves, causes nuisance, or is considered to be undesirable by IGNCA representative. IGNCA shall be at liberty to request the Licensee to replace or change any employee or other staff within 48 hours time, if so needed, upon which request operator shall forthwith replace such employee or staff.

9. Compensation or Concession

- 9.1 The operator will not be entitled to any compensation or concession in payment of the user charges due to addition of any activity in the User charges basis Premises by or on behalf of IGNCA or closure of any activity in IGNCA.
- 9.2 For breach of any Terms and Conditions of the user charges operator, IGNCA reserves its right to either terminate the contract, or recover compensation from the operator for the damage suffered on breach up to the limit of the security deposit deposited by the operators.

10. Duration, Termination and Renewal

- 10.1 The duration of the agreement shall be for period of three years from the date of award and extendable for further two years as the sole discretion of the IGNCA, be given renewal of the tenure at a minimum increase of 15% in the annual user charges to use the said Premises for any further period, mutually decided if operator has agreed to all terms and conditions, rules and regulations and guidelines prescribed by IGNCA.
- 10.2 IGNCA shall have the right to terminate the contract/agreement by giving 60 days notice in writing without assigning any reason therefore, at any time.
- 10.3 The operator may also terminate the agreement by giving 09 days notice in writing.
- 10.4 IGNCA will be entitled automatically to terminate this Agreement on the occurrence of any of the following events:
- 10.5 The operator is in breach of its responsibilities and obligations under this Agreement and these have not been rectified after having been given 15 days written notice by IGNCA;
- 10.6 The operator has a winding up or administration order made in relation to it.
- 10.7 The operator enters into a composition with its creditors pursuant to liquidation proceedings, or in the event that the operator enters into an arrangement with its creditors for repayment of debt; or
- 10.8 If the reputation of IGNCA is damaged on account of operator public dealings.
- 10.9 In the event of termination of License as provided hereinabove, IGNCA shall always be entitled to and shall have power at its absolute discretion to reoccupy forthwith the User charges basis Premises, without notice and without subjecting itself to any liability on that account and notwithstanding any intermediate negotiations or waive of breach thereof.

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- 10.10 On expiry of the agreement period or on termination of the agreement by IGNCA on account of any breach on the part of operator, the operator shall deliver the possession of the Premises in good condition and in peaceful manner along with furniture, fittings, equipments and installations provided by IGNCA. Further, operator shall remove his/their goods and other materials within 3 days from the premises, failing which IGNCA reserves its right to remove such goods/materials at the cost and risk of the operator and demand payment for such removal. If such payment is not made within 10 (ten) days, IGNCA shall be at liberty to dispose off the goods/materials of the operator by public auction to recover the cost. The operator shall not be entitled to raise any objection in such an eventuality.
- 10.11 In the event of any default, failure, negligence or breach, in the opinion of IGNCA, on the part of the operator, in complying with all or any of the conditions of the agreement, IGNCA will be entitled and be at liberty to terminate the agreement forthwith and resume possession of the agreement Premises without payment of any compensation or damages and also claim in full or in part the amount deposited by the Payee operator for due performance of the Agreement.

11. Insurance

At all times during the period of agreement, it shall be the responsibility of the operator to obtain insurance coverage in line with standard industry practice, including cover for fire, theft, health and burglary in respect of all the movable and immovable assets stored or used in the premises and IGNCA shall not be responsible for any loss or damages caused to the operator on any account whatsoever.

12. Indemnity

Operator shall indemnify IGNCA and hold it harmless from all claims, demands, damages, actions, costs and charges, including against liabilities towards customers or visitors, to which IGNCA may become subject, or which it may have to pay or be held liable for, by reason of any injury to persons, reputation or property suffered or sustained by any agent or employee of IGNCA or arising out of any activity or negligence or omission of the operator or its agents or employees while in or about the User charges basis Premises or other premises of IGNCA.

Operator shall indemnify IGNCA against any loss, claim, costs, damages to, or diminution of, its business and goodwill or any third party claims or proceedings brought against the IGNCA as a result, direct or indirect, of any prejudicial business practice of the Operator or any misrepresentation of its relationship with the IGNCA. This

indemnity shall be without prejudice to any other rights and remedies, which the IGNCA may have under the law.

13. Limitation of Liability

- 13.1 IGNCA shall in no way be liable for any losses or claims arising out of untoward incidents like theft, shoplifting, fire, riots, floods, natural calamities, health etc.
- 13.2 In case the Operator suffers any loss on account of it being unable to carry on its business or restrained by IGNCA for contravention of any of the terms and conditions, the Operator shall have no claim on IGNCA.

14. Relations with Third Parties

- 14.1 No sub letting is allowed of IGNCA's earmarked premises of Restaurant/Cafeteria/Coffee shop. The operator & contractor must be one and the same person in legal & contractual terms.

15. Miscellaneous and General Terms for Tendering of Services in Operating Restaurant/Cafeteria /Coffee Shop.

- 15.1 The operator shall serve food items/ snacks/ soft drinks/ tea/ and coffee in specified areas.
- 15.3 The Operator shall ensure that regional Indian cuisines are properly represented.
- 15.3 The foods shall be fresh, wholesome and of good quality. Licensee shall abide by all applicable laws relating to sale of food, hygiene, and safety etc.
- 15.4 The Operator shall be fully responsible for the cleanliness of the Cafeteria/Restaurant/Coffee Shop premises, which must be free of insects, mosquitoes, flies, dust and dirt. The appropriate authority shall inspect the Cafeteria premises periodically, and IGNCA shall have the right to terminate the License Agreement if the premises are found to be in unsanitary condition.
- 15.5 The establishment of the Operator shall be separate from the establishment of the IGNCA for all purposes and all respects. In no case will any kind of liability of the Operator be borne or shared by IGNCA. The Licensee shall be responsible for indemnifying IGNCA for any such past, present or future liabilities.
- 15.6 The Operator shall not erect or install any temporary structure, or fixture inside the Cafeteria/Restaurant/Coffee Shop Premises or outside it, without prior written approval of IGNCA.
- 15.7 The Operator or any of his/her salespersons shall not sell/consume any hard drinks (such as any alcohol based drinks, and spirits), or narcotic drugs or other prohibited substances within the premises of IGNCA.
- 15.8 In respect of all persons engaged for rendering services directly or indirectly by the Operator or under the Operator, the Operator shall be considered as their employer. The Operator shall also be considered as principal employer under the Contract Labour (Regulation and Abolition) Act, 1970. The Operator shall not pay less than the minimum wage as prevalent in the municipal area of New Delhi, and shall abide by applicable laws in deploying persons for carrying out and rendering the services for operation and management of the Cafeteria/Restaurant/Coffee Shop. The Operator shall have no liability of any kind with regard to the employees of IGNCA.
- 15.9 The Operator shall observe duly at all times the provision of Child Labour (Prohibition and Regulation) Act, 1986 and any other enactment made in this regard.

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- 15.10 The Operator, for the purpose of fulfilling his obligations, may deploy persons as employees, servers, cooks, etc., who are medically fit with no contagious diseases, who will wear prescribed uniform, who shall have good character and be fit for work in a cafeteria/restaurant/coffee shop where high quality public service is expected. For such engagements, the Operator shall submit the names and credentials of his employees duly certified by the local police to IGNCA for approval for the sake of security of IGNCA. IGNCA reserves the right of approval or rejection of any such engagements. Replacement of employees of the Operator shall be done by following similar formalities by the Operator. Any recommendation by IGNCA for removal of an employee for valid reasons of indecency, misconduct, lack of integrity etc., shall be binding on the Operator for immediate compliance and replacement to be made by the Operator.
- 15.11 While the existing security personnel of IGNCA shall remain vigil round the clock on campus, the Operator shall make proper arrangements for the protection of his goods and items from theft/pilferage etc.
- 15.12 The Operator is liable to pay compensation for any damage to IGNCA properties if caused by him or his staff. The extent of such compensation shall be determined by the authority of IGNCA and shall be binding on the Operator.
- 15.13 The Operator, including all persons deployed or engaged by the Operator in any manner, shall abide by the security arrangements of IGNCA and shall be liable for search, frisking, scrutiny, physically or otherwise, by the security staff of IGNCA. The Operator and all such persons and his staff shall not reside inside the campus, except in special cases emerging out of exigency, when IGNCA authority specifically instructs in writing that such staff members do so temporarily.
- 15.14 Until execution of the User charges basis Agreement, the Terms and Conditions mentioned in the Tender documents shall constitute a binding contract between the Operator and IGNCA.
- 15.15 The Operator shall provide decent liveries to the Cafeteria staff.
- 15.16 The Operator shall comply with each and every requirement of the various local municipal and other statutory authorities for rendering services for running the Cafeteria/Restaurant/Coffee Shop.
- 15.17 The Operator is not permitted to assign or in any way transfer the right under this license to any other person or agency.
- 15.18 IGNCA shall have full liberty to call for absolute tidiness, cleanliness, maintenance of equipment, furniture, fixtures as agreed upon and also to demand neat and clean liveries for those who will be deployed by the Operator for the services as servers, cooks, etc.
- 15.19 The Operator will be expected, during special exhibitions held at IGNCA, to offer particular foods/menus that are appropriate or related directly to the exhibitions.
- 15.20 Vishakha Committee to be formed for women staff.

16. Standard Safety Clauses

- 16.1 Operator shall not store combustible material for a period except as may be necessary for the delivery of contracted services.
- 16.2 Install, at his own cost, an adequate number of Fire Extinguishers [of weight/capacity as per standard norms] and ensure that they are in fully functional condition at all times.

17. Standard Health Clauses

- 17.1 The User charges basis premises, structures and installations thereon, shall be kept in clean and sanitary condition by the Operator to the satisfaction of IGNCA.
- 17.2 The officer authorized by IGNCA may, without notice, enter the premises at any time and inspect the premises, material instruments and implements etc., used by the Operator.
- 17.3 The Operator shall maintain good medical condition of the staff and get them medically checked regularly.
- 17.4 The Operator shall notify to the officer nominated by IGNCA if any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Officer nominated by IGNCA may order medical inspection of the sick person or any person who is suspected have been in contract with the person by such agency as he may direct and take any precautionary and preventive measure considered necessary.
- 17.5 The Operator, his agents and servants shall not abuse the water sources and drainage facilities provided in the building so as to create a nuisance or insanitary situation prejudicial to public health.
- 17.6 In the event of any default, failure, negligence or breach in the opinion of the IGNCA on the part of the Operator in complying with either of these conditions specified in foregoing sub-clauses, IGNCA will be entitled and at liberty to cancel the license forthwith and resume possession of the premises without payment of any compensation or damages and claim in full or in part the amount deposited by the Operator for the due performance of the License.

18. Fire Prevention Clauses

- 18.1 The Operator undertakes not to use gas heating/naked light in the User charges basis Premises other than inside the counter/premises/kitchen/restaurant/canteen for which the License has been issued.

19. Clarifications, Disputes and Settlements

- 19.1 That in case of any dispute arising between IGNCA and the Operator, in respect of the interpretation, conduct or performance of any terms or conditions of these presents, the same shall be referred to the sole arbitration of a person who may be appointed by IGNCA for the purpose, under the provisions of Arbitration & Conciliation Act, 1996, as amended from time to time. It will be no bar that Arbitration appointed as aforesaid is or has been an employee of IGNCA and the award of the arbitration will not be challenged or be open to question in any court of law on this account.
- 19.2 Both IGNCA and Operator agree to be bound by the decision of the arbitration and that the decision of the arbitration shall be final and conclusive and not open to any challenge or review. Both the parties hereto expressly agree that the appointment of any person as arbitration would not be invalidated or the decision of the arbitration would not be vitiated merely on the ground of his/her being associated with IGNCA as one of the officers or in any other capacity whatsoever.

20. Jurisdiction

- 20.1 In case of any dispute where legal action is compelled to be initiated by any of the parties, jurisdiction of the courts shall be New Delhi.
- 20.2 In case of any interpretation and effect of clause or provision, the decision of Member Secretary will be final, over and above the language of the tender.

21. Force Majeure

- 21.1 Neither party shall be deemed to be in breach of this agreement if failure to comply with the requirement of this agreement is due to circumstances beyond the control of IGNCA or Operator.
- 21.2 In case of any strike or lockout either in IGNCA or in the Local area, the Licensee is unable to function or his business is affected, IGNCA shall not be liable for any loss, which the Operator may suffer in such an event. However, rebate in the user charges due to natural calamities may be granted as per the merit of the case and policy laid down by IGNCA from time to time.

22. Notices

- 22.1 Any notice which is required to be given either by the Operator or IGNCA, will be in writing, and will be sent to the address as the recipient may designate by notice at the address provided in the User charges basis Agreement. Notices may be delivered by pre-paid post, receipted email or facsimile transmission and will be deemed to have been served, if by post, three business days after posting and, if by facsimile transmission or email, when dispatched or, if such day of delivery is not a business day, on the next following business day.

23. Schedule of Premises

S. no	Venue	Area		Total Area	location
		Inside	Outside space open		
a	Restaurant	2000sq ft	3600sqft	5600 sqft	Toward Janpath Road
b	Cafeteria	-----	2500 sqft	2500 sqft	Front IGNCA guest house open cooking space
c	Coffee Shop	130 sqft	-----	130 sqft	Media centre

24 . Plan of Premises

Plan will be available and site may be seen at Pre-Bid Conference on 7th Day from Notice.

I agree with the terms and conditions mentioned above, and undertake to comply with these at all times during the subsistence of the license granted to me to operate the Restaurant/Cafeteria/Coffee Shop at IGNCA at New Delhi.

Date: _____

Authority Signatory: _____

Place: _____

Name: _____

Suggested menu and rates

- 1.0 The Operator shall provide working meal for staff at IGNCA at a rate to be fixed in advance with the approval of IGNCA. The rate for these meals will not be enhanced without the prior approval of IGNCA. A sample menu and price proposed for a simple meal, for an average of 30 persons daily, should be included in the application as specified in Annexure 1.
- 2.0 Tea, High Tea, Working Lunch, Lunch/Dinner, South Indian food, Non-Veg Lunch/Dinner for VIPs.
- 3.0 Catering Service Qualified Bidder will also be bound to provide Tea, High Tea, Working Lunch, Lunch/Dinner, South Indian food, Non-Veg Lunch/Dinner and VIP Lunch/Dinner during the tenure of contract for the official seminars, workshop, Meetings programmers, etc. as per the rates given below:-

(A) TEA				
S. no	Name of Items	Unit Rate	Rate in Words per unit	For Persons numbering
1	TEA/COFFEE GREEN LABEL/LEMON TEA MILKED/HERBAL TEA/BLACK COFFEE <u>COOKIES</u> SWEET& SALTY TWO EACH	Rs-40/- GST Extra	Rupees thirty only plus GST	75-300

(B) HIGH TEA				
S. no	Name of Items	Unit Rate	Rate in Words per unit	For Persons numbering
1	Tea/Green Tea /Coffee with Sandwich's Veg Col slaw Sandwich's, Indian snack's (any 2) Aloo Mattar cocktail Samosas, Mix Veg. Pakoras, Veg. Kathi Rolls, Maccroni and feta cheese rolls, Vanilla Muffins , <u>Sweet</u> (any 1) Gulab Jamun, Chocolate Truffle, Fresh Fruit Tarts and mineral water ¼ Ltr Bottle	Rs.125/-GST Extra	Rupees ninety five plus GST	50-300

Working Lunch

S. no	Name of Items	Unit Rate	Rate in word per unit	For persons numbering
1	Working Lunch (English) Veg soup, Russian salad, Veg. cutlet(two each),Cheese Sandwich, one sweet, Seasonal fruit	Rs-250/- GST Extra	Rupees one hundred ninety five only plus GST	10-50

(D)LUNCH/DINNER				
S. no	Name of Items	Unit Rate	Rate in words	For Persons numbering
1	a) One fried Dal /Dal Makhni/Rajma/Channa. b) One vegetable seasonal Aloo Gobhi / Aloo methi /Veg. kofta ,Gobhi fried /Fried Tinda or any other seasonal veg. as per choice of IGNCA c) One paneer item- Palk Paneer / Shahi Paneer ,/ Mutter Paneer / Paneer Pasanda. d) Plain Dahi / Raita. e) Assorted Roti-Three types f) Jeera Rice /Pulao g) Achar, Papad and Salad h) One sweet i) Mineral water in jars	RS-250/- GST EXTRA	RUPEES TWO HUNDRED FIFTEEN ONLY PLUS GST	50-200

(E) SOUTH INDIAN LUNCH/DINNER				
S.No.	Name of Items	Unit Rate	Rate in Words	For persons numbering
1.	Plain Dosa /Rawa Dosa/Masala Dosa Sambar, Vada Sambar, Idli sambar, Lemon Rice /Coconut Rice/Curd Rice Kaseri Halwa /Gulab Jamun ,Rasam	Rs.250/- GST Extra	Rupees Two Hundred Fifteen only	50-200

(F) **Non-Veg,Lunch/Dinner**

S. no	Name of Items	Unit Rate	Rate in Words	For Persons numbering
1	a) One fried Dal/Dal Makhni/Rajma/Channa b) One vegetable seasonal as per choice of IGNCA c) One paneer item- d) Plain Dahi / Bundi Raita/Mix fruit raita/Dahi Bhale either of one. e) Assorted Roti-Three types f) Jeera Rice /Pulao g) Achar, Papad and Salad. h) One sweet. i) Mineral water in jars. j) Chicken/Fish/Mutton either of one.	RS-350/- GST EXTRA	RUPEES THREE HUNDRED FIFTY ONLY	50-200

(G) **VIP GALA DINNER/LUNCH**

S.No.	Name of Items	Unit Rate	Rate in words	For persons numbering
1.	Starter's choose any 4 Paneer Ajwani Tikka, Tandoori Bharwa Aloo, Hara Bhara Kabab,	Seating Lunch Rs.850 with GST Buffet Lunch/Dinner Rs.750 with GST	Rupees Eight Hundred Fifty only Rupees Seven hundred fifty only	10-100

	Bandh Dahi Kai Kabab, Makka Malai Seekh, Potato Croquettes, Chilly Paneer, Honey Chilly Patato <u>India Mail Course</u> <u>(Indian)</u> Dal Makhni, Paneer Lababdar, Kumbh Mattar, Kadai Pakora, Bhindi Do Piyaza, <u>Mainl Course(Pan-</u> <u>Asian)</u> Vegetable in Thai Green Curry, Chilly Garlic, Hakka Noodles, Steamed Rice, Salads – Green Salad, Raw Papya Salad, Boondi Raita, Assorted Roti, Sweet Dish – Gulab Jamun, Chocolate Pudding			
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- 4.0 Note- For catering services for various programmes bills in triplicate will be submitted as per consumption/as per rate certificate issued by the concerned officer. The officer on receipt of the bills will check the work record and thereafter process the bill for payment.
- 5.0 For services other than that mentioned above the Operator shall have the freedom to charge rates found suitable by him. However, it is advised that the price of foods and services offered be maintained at reasonable market level.

NOTE: Red and Green dots will be used to display Veg and Non-veg food.

CHECK-LIST FOR TECHNICAL BID

The documents are to be placed one below the other, strictly as per the S.no.(S no.1) on top and subsequent documents below it, and page no. must be mentioned on all the pages. All documents need to be uploaded online at CPP Portal <https://eprocure.gov.in/eprocure/app>.

S No.	Documents to be attached(All documents must be duly signed)	Yes	No	If Yes pages/Page No.
01	Signed Tender Acceptance letter.			
2	Bid Security (EMD) of 1,00,000/-(Rupees one lakh only)in form of DD drawn in favour of IGNCA, New Delhi.			
3	One self attested recent passport size photograph, pasted at relevant place in Annexure-I to V of the authorized person of the firm /agency with name, designation, address and office telephones numbers if the bidder is a partnership firm, name designation, address and office telephone numbers of Heads/Partners also.			
4	Tenderers self attested copy of PAN card issued by the income Tax Department with copy of Income Tax Return of the last financial year Service Tax .			
5	Self attested copy of service Tax Registration No. & GST.			
6	Trade Tax Registration from Trade Tax Office.			
7	Proof of experiences of last three financial years along with satisfactory performance certificate from concerned employers.			
8	Copy of Licence to run catering/Restaurant/Coffee Shop etc.			
9	Proof of annual turnover as per NIT duly certified by a CA.			
10	Authority letter for signing of the Tender on behalf of firm			

- 11 Proof of experience and value of work as mentioned in the NIT.
- 12 Testimonials from the Head of the organization at which the tenderer has provided catering services during the last three years including the number of persons /organization to whom the services have been rendered .
- 13 A certificate regarding Non-relationship with IGNC.
- 14 Any other relevant documents, if any, must be attached in the last.
- 15 No black list certificate

CPP Portal

1. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.
2. Tenderer/Contractor are advised to follow the instructions "Instructions To Bidder for Online Bid Submission" below in point no.7 for online submission of bids - .
3. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. **Instructions for Online Bid Submission:** The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
5. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal as per the URL address below:
(URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

- f) Bidder then logs in to the site through the secured log-in by entering

their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These

documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- d) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- f) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
 - b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- 6. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
 - 7. The Hard Copy of original instruments in respect of **cost of tender document, earnest money**, must be delivered to the **Director, IGNCA, 1, CV Mess, Janpath, New Delhi-110001** on or before bid opening date/time as mentioned in critical date sheet. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument in the form of DD against the submitted bid.
 - 8. Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet**. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated latter.

TECHNICAL BID**TENDER NO. - Details of Restaurant/Cafeteria/ Coffee Shop.**

a)	Location	
b)	Name of the Restaurant (if part of consortium/JV)	
c)	Date of establishment	
d)	Details of cuisines served	
e)	Number of staff	
f)	Qualifications & experience of key staff	
g)	Turnover (Rs. In lakhs) for last 5 years.	
h)	Whether on license basis?	
i)	If yes, give of licensor.	

Signature:

Name of Authorised Signatory:

Date:

Office Seal:

Place:

(If there are multiple restaurants and/or cafeteria being operated by the Applicant, information regarding each such cafeteria/ restaurant shall be submitted separately. Photocopies of this sheet may be used for this purpose.)

TECHNICAL BID



25.3

Annexure -V

Details of similar Contracts/ Arrangements

Sr. No.	Name & Location of Restaurant	Licensor	Year
1.			
2.			
3.			

Signature

Name of Authorised Signatory

Date

Place

Office Seal

TECHNICAL BID

25.4

Annexure-VI

Financial Information (for previous 3 years)

TENDER NO.

Information from Balance Sheet			
	31.03.2017	31.03.2016	31.03.2015
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement			
	2016-17	2015-16	2014-15
Revenue from Restaurant Business			
Total Revenue			
Profits Before Taxes			

Signature

Name of Authorised Signatory

Date:

Place:

Note: In case of Consortium/JV, information shall be provided in respect of the joint venture and all parties constituting the Applicant.

Certificate

It is certified that the information furnished herein and as per the documents submitted is true and correct and nothing has been concealed or tampered with. I/We have gone through all the Tender Documents and am/are liable to any punitive action, as mentioned in the Terms and Conditions of the Tender, for furnishing false information/ documents.

Signature

Name of Authorized Signatory

Date

Place

Office seal

(FINANCIAL BID)

25.6
User Charge Offer

Annexure -VIII

TENDER NO:_____

The user charge (Any duties/GST to be indicated separately)

		Amount in Figures	Amount in words	18% GST	Remarks	
Restaurant						
Cafeteria						
Coffee Shop						

Signature:

Office seal:

Name of Authorized Signatory :

Place:

Date:

TECHNICAL BID

ANNEXURE-IX

25 .1

TENDER NO:..... Details of Firm

1.	Name of the Applicant	
2.	Institution	
3.	Address of the Applicant	
4.	Contact Person	
	Telephone No.	
	Mobile No.	
	Fax No.	
	Email Address	
5.	No. of Total Staff	
6.	Year from which the Applicant is in the business of a)Restaurant b)Cafeteria c)Coffee Shop	
7.	Experience	
8.	General Experience in - i) Restaurant ii)Cafeteria iii)Coffee Shop	
9.	Specific Restaurant experience	
10.	Details of Restaurants/ Cafeterias operated by the Applicant a)Restaurant b)Cafeteria c)Coffee Shop Operation	
11.	Details of Similar Contracts/ Arrangements	

	(as per Annexure - III)	
12.	Financial Information (as per Annexure - IV)	
13.	History of non-performing Contracts	
14.	Contracts pending litigation	
15.	Sample Menu for Staff (give alternative menus) Price for Menu (based on 30 meals) of, or equivalent in calories of, items below: Rice 200gm; Puri 4 or Chappati 3; Dal 100gm; Curd 100gm; Seasonal Vegetable 100gm; Small portion of Salad or Pickle; 1 Fresh Fruit or Sweet.	

I/We have carefully read and understood the terms and conditions of the user charges as contained in the Tender Document issued by Indira Gandhi National Centre for the Arts (IGNCA) including the following:

- a. EMD is liable to be forfeited if on award of License I/we do not accept the award or do not fulfill any of the conditions stipulated in the Tender document, within the prescribed time.
- b. On account of non-acceptance of award or on account of non-completion of Tender conditions within the prescribed time, I/we shall be debarred by IGNCA from further participation in Tenders under the control of IGNCA for a period of 3 (three) years.
- c. In case the documents submitted by my/our firm along with the Tender are found inadequate/false/incorrect, the Tender of my/our firm will be liable to be rejected without assigning any reason. In addition, IGNCA reserves its right to forfeit the EMD of my/our firm and debar my/our firm from participation in any further Tender of IGNCA.
- d. IGNCA reserves itself the right to reject the conditional offer without assigning any reason thereto.
- e. IGNCA does not bind itself to accept the highest or any Tender and reserves to itself the right of accepting the whole or any part of the Tender and the Applicant shall be bound to provide the service at the rate quoted.

Signature

Name of Authorized Signatory

Date

Place

Office Seal

Witnessed by:

1.

2.

Note:- Attach separate sheets wherever necessary.

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

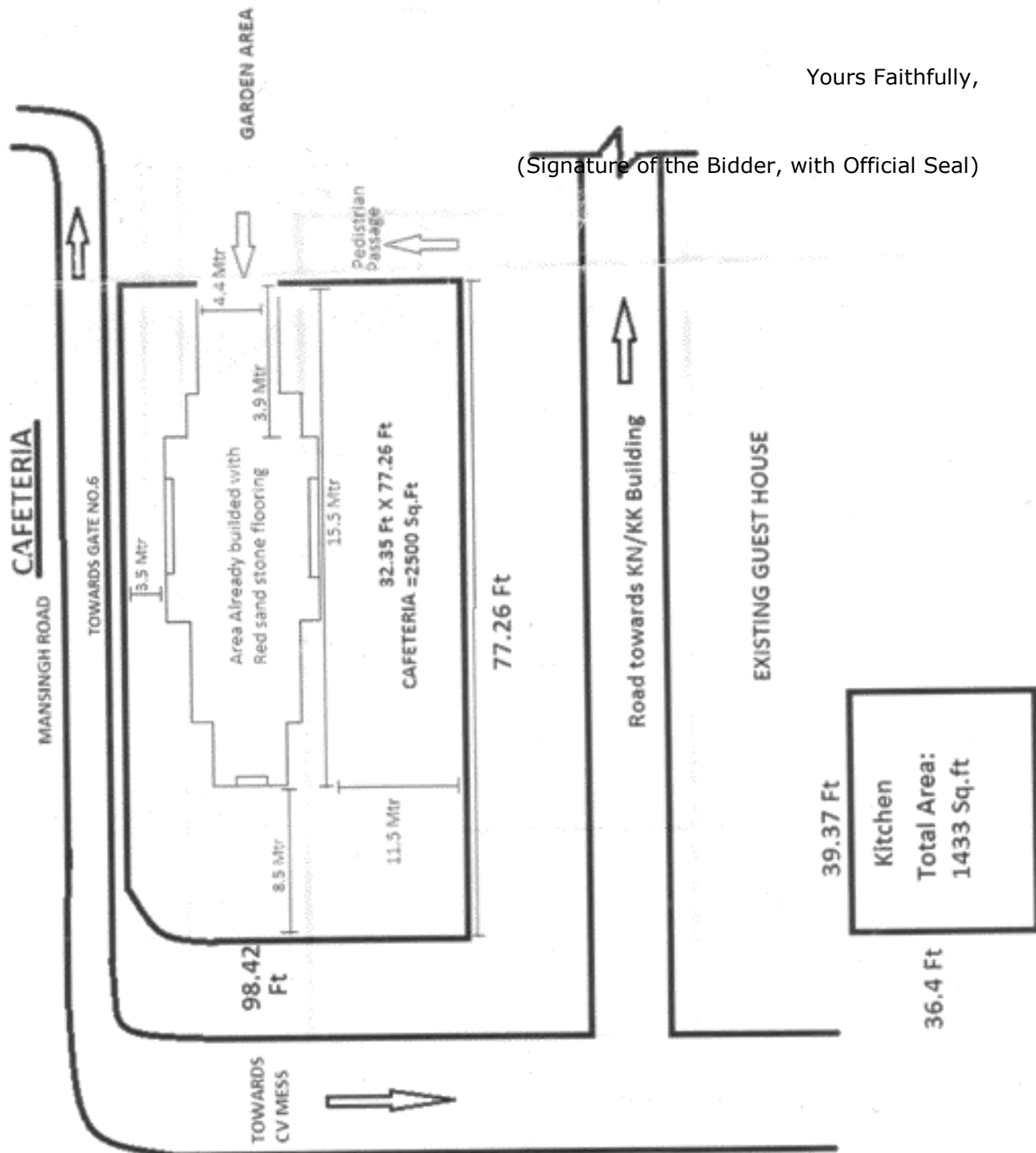
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

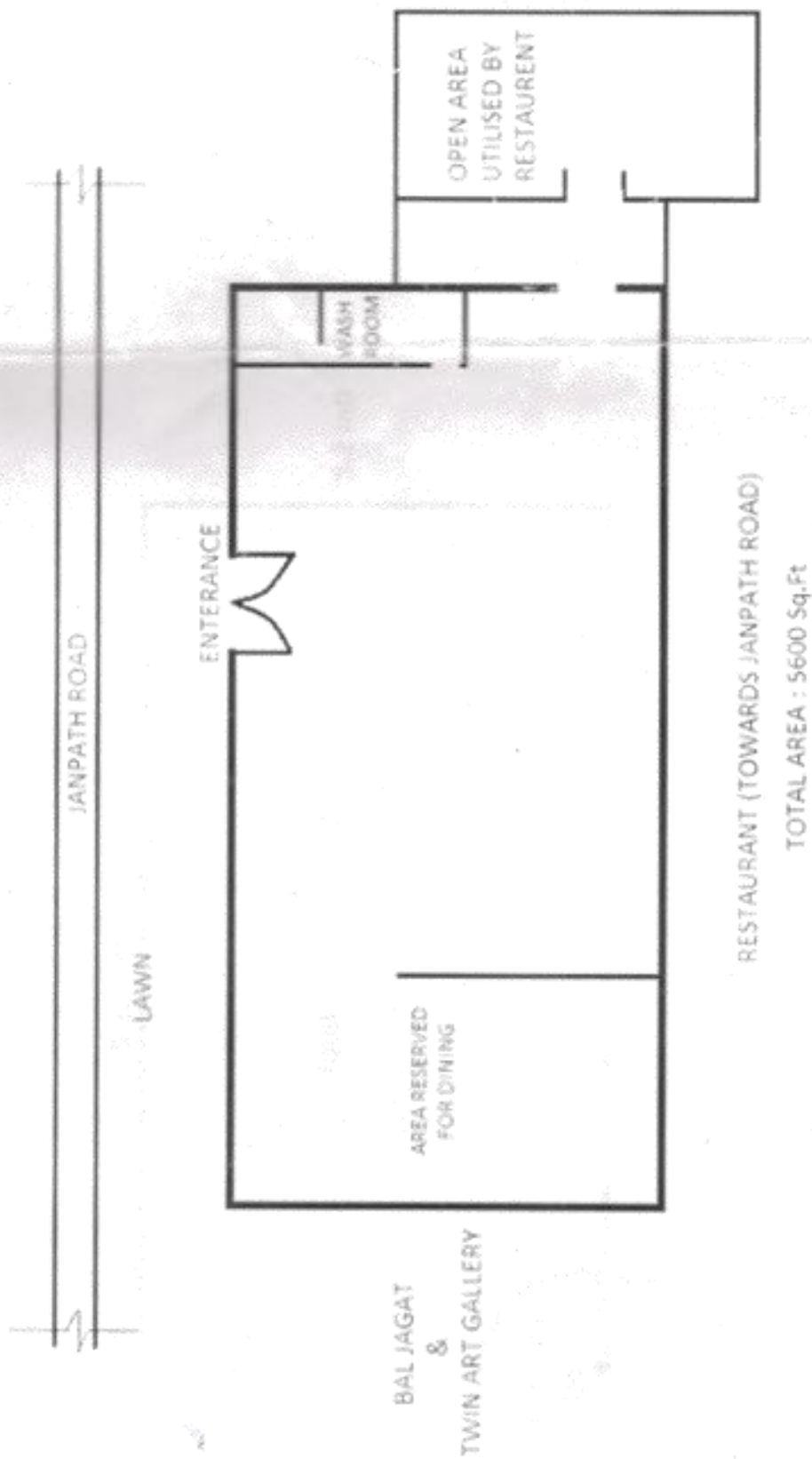
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to

any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)





COFFEE SHOP
IN THE GALLERY OF MEDIA CENTRE

