F.No.Kala Nilayam/120/2023 - IGNCA

INDIRA GANDHI NATIONAL CENTRE FOR THE ARTS, JANPATH BUILDING (NEAR WESTERN COURT), JANPATH, NEWDELHI-110001

TENDER DOCUMENT

Dated: 03.01.2024

Tender No. 003/KALA NILAYAM/ IGNCA

(IGNCA Website: www.ignca.nic.in)

AND

https://eprocure.gov.in



Request for Proposal (RFP) for Operating the Kala Svasti Restaurant, Kala Fe Canteen, Kala Nilayam Scholars' Hostel and General Catering in IGNCA, Janpath Building (Near Western Court), Janpath, New Delhi-110001 by Single Vendor/ Consortium.

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Kala Nilayam

Critical Datesheet

S.No.	Contents	Date/Time
1.	Tender Number & Date	Tender No. 003/Kala Nilayam/IGNCA Dt. 03.01.2024
	Time Limit of the Work	Operating the Kala Svasti Restaurant, Kala Fe Canteen, Kala Nilayam Scholars' Hostel and General Catering for a period of 3 years which may further be extended for upto 4 years (2 + 2) as per tender conditions.
2.	Publishing Date (Bid uploading Date/ Bid Submission Start Date)	03.01.2024
3.	Pre-Bid Meeting	12.01.2024
4.	Bid Submission End Date/time	22.01.2024 (11.30 AM)
5.	Techincal Bid Opening Date & Time	23.01.2024
6.	Prsentation Date & Time	To be notified after Technical Bid opening. Eligible bidders will be intimated.
7.	Financial Bid opening Date & Time	To be notified after Technical Bid evaluation. Technically qualified vendors will be intimated.
8.	Bid Security/ Earnest Money Deposit (EMD)	Earnest Money Deposit (EMD) of Rs. 2,50,000/- (Two Lakh Fifty Thousand only) in the form of Demand Draft drawn on any scheduled commercial bank in favour of "INDIRA GANDHI NATIONAL CENTRE FOR THE ARTS, NEW DELHI".
		Not Required- In case of MSME/ NSIC
9.	Selection Process	The method of selection is QCBS Technical: 70% Financial: 30%
10.	Bid Validity Period	90 Days from the date of opening of Technical bid
11.	Mode of Tender Submission	Online & Offline (Sealed Tender)
12.	Tender Download	Tender Document may be downloaded from Indira Gandhi National Centre for the Arts website: http://www.ignca.gov.in & epublishing portal Government of India https://eprecure.gov.in/eprecure/app

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TENDER DOCUMENT

Name of Work:

Request for Proposal (RFP) for operating the Kala Svasti Restaurant, Kala Fe Canteen, Kala Nilayam Scholars' Hostel and General Catering in IGNCA, Janpath Building (Near Western Court), Janpath, New Delhi-110001 by Single Vendor/ Consortium.

1. INTRODUCTION

The Indira Gandhi National Centre for the Arts (IGNCA) is an Autonomous Trust established in 1985 under the aegis of Ministry of Culture, New Delhi. This prestigious Institution is looking for a Contractor(s) for operating a Cafeteria called Kala Svasti, Staff Canteen called Kala Fe and a Scholars' Hostel Residential Wing called Kala Nilayam. The cafeteria hosts eminent Scholars & important Guests who attend Cultural events. However, Staff Canteen caters to IGNCA staff and Artists on subsidized rates. General catering services during the events organized inside the IGNCA premises, are also taken care by those facilities.

IGNCA Kala Nilayam Scholars' Hostel is located on the Fifth Floor of the Janpath Building (Near Western Court) Janpath, New Delhi-110001. It is centrally air-conditioned and have 16 (Sixteen) numbers of Double Bed Rooms and 03 (Three) Suites of different sizes. The accommodation in Scholars' Hostel is provided by the management of IGNCA, as per policy. IGNCA Scholars' Hostel is primarily meant for senior scholars, artists, members of the Board of Trust, life members of Kala Nilayam for a short and temporary stay, subject to availability.

The Restaurant is air-conditioned and situated on the Ground Floor and provided with a Kitchen area, a store room and a big dining hall which is supplemented by an open-air garden space.

The Staff Canteen is also air—conditioned and provided with a Kitchen area, a Store room and Dining area.

IGNCA proposes to outsource the hospitality, housekeeping and catering services in the above facilities to a Vendor through this Tender.

2. TENDER NOTICE

- I. The tenders are invited by the Indira Gandhi National Centre for the Arts (IGNCA) under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies/ Firms/ Agencies.
- II. The tender document containing terms and conditions and qualification required can be obtained from the IGNCA's website www.ignca.nic.in and http://eprocure.gov.in
- III. The interested Companies/ Consortium/ Firms/ Agencies/ Contractors should submit their Technical & Financial bid for operating Scholars' Hostel on 5th Floor of IGNCA

(consisting of 16 rooms and 03 suites), Restaurant and Staff Canteen situated on the Ground Floor of IGNCA, Janpath Building (Near Western Court), Janpath, New Delhi-110001 (Layout plan Annexed).

IV. The bids should be submitted online on the CPP portal OR the bidders may send the sealed envelopes containing Technical Bid and Financial Bid in separate sealed envelopes super scribed as "Technical Bid/ Financial Bid". Both the envelopes enclosed together in a big sealed envelope and should be super subscribed in block letter as follows: Tender for Operating the Kala Svasti Restaurant, Kala Fe Canteen, Kala Nilayam Scholars' Hostel and General Catering in IGNCA and addressed to-

Director (Admn.),

Indira Gandhi National Centre for the Arts

Janpath Building, Janpath

New Delhi - 110001

- V. The IGNCA shall not be responsible for any wrong address/delivery/late delivery.
- VI. The bidder should submit the documentation with proper indexing and pagination.
- VII. The bidders should send their bids well in time so as to reach the same in time. IGNCA will not be held responsible for late receipt of the bids.
- VIII. Incomplete or partial responses are liable to be rejected. The agencies bidding for the tender should meet the eligibility criteria stated in clause 8 of the tender document.
 - IX. Interested bidders submitting online bids may deposit Earnest Money Deposit (EMD) in favour of IGNCA in the shape of Demand Draft/ Pay Order drawn on any Scheduled Commercial Bank and drop in the tender box kept in EMU Section, Janpath building (Near Western Court), Janpath, New Delhi-110001 before date of opening of technical bids.

3. DOCUMENTS TO BE SUBMITTED

Technical Bid : Annexure–I

(Attach scanned copy of EMD in case of online submission of bid, all documents, declarations and details etc.)

Financial Bid : Annexure-II

(Attach all documents, details/ bills of quantities etc.)

Check List : Annexure–IV

4. FEES TO BE DEPOSITED

E.M.D: Rs. 2,50,000/-(Rupees Two Lakh Fifty Thousand only)

I. The EMD should be in the shape of Demand Draft drawn on any scheduled commercial bank in favour of "INDIRA GANDHI NATIONAL CENTRE FOR THE ARTS, NEW DELHI". In case of online submission of bid, the scanned copy of the draft may be uploaded along with the Technical bids forms. In case of offline submission of bids, EMD should be attached with the Technical bid forms.

- II. No interest is payable on refund of EMD.
- III. The Bidder registered with MSME/ NSIC will be exempted from submitting the EMD (Registration Certificate to be attached).

5. PROCESS OF SELECTION OF AGENCY FOR OUTSOURCING OF SERVICES

- I. Release of Tender Enquiry by uploading on CPP Portal and IGNCA's Website www.ignca.nic.in & https://eprocure.gov.in inviting proposals from reputed CPP registered companies/ firms/ organizations/ contractors engaged in providing services in Scholars' Hostels of reputed Government Institutions/ PSUs or other equivalent establishments. Consortium of two entities is also allowed.
- II. Bidders are required to submit the Bid (in two bid format) complete in all respects on or before the deadline given in Schedule of events (Schedule–A).
- III. The Technical Bids will be opened on the day and time indicated in Schedule-A in the presence of authorized representatives of the bidders.
- IV. The Technical Committee will evaluate the proposals on various parameters. Bidders meeting the eligibility criteria shall be technically qualified. The evaluation of the technical committee will be final and binding.
- V. The Financial bid of technically qualified bidders will be opened.

6. BID EVALUATION

A. TECHNICAL BID EVALUATION

- (i) The bidder should have all the eligibility criteria as mentioned in clause-8 (eligibility criteria) of the Tender Document.
- (ii) The bidder who qualified in the technical evaluation stage shall only be called for opening of Financial Bids. IGNCA shall intimate the bidders, the time, date and venue for the Financial Bid opening.

B. FINANCIAL BID OPENING PROCEDURE

- (i) The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/ their authorized representatives, who choose to be present.
- (ii) All the authorized representatives of technically qualified bidders, present at the time of opening of the Financial Bids shall be required to submit the authorization letter from their Companies.
- (iii) Absence of bidders or their authorized representatives shall not impair the legality of the process.
- (iv) The Financial bid price, as indicated in the Financial bid of each bidder shall be read

out on the spot, however, it shall be clearly stated that the final Financial bid prices would be arrived at after detailed scrutiny of the Financial bid.

- (v) Mere becoming the highest bidder, prior to Financial bid scrutiny will not give any right to the highest bidder to claim that he is successful in the bidding process.
- (vi) The successful bidder (H-1) shall be decided only after following due procedure as explained below:
 - a) The contractor will quote for the fixed charges not less than Rs. 1,50,000/-(Rupees One Lakh Fifty Thousand Only) + GST per month payable to IGNCA in the Financial bid as user charges for Kala Svasti Restaurant. The highest bidder of fixed charges payable to IGNCA will be considered as "H-1" and hence, for award of contract.
 - b) If there is a discrepancy between words and figures, the amount in words shall prevail.
 - c) Award of Contract will be on QCBS basis.

7. **DEFINITIONS**

Unless repugnant to the subject or context of usage, the following expressions used shall carry the meaning here under respectively assigned to them:

- I. The expression "Institute" occurring in the tender document shall mean IGNCA, New Delhi.
- II. The expression "Bidder" shall mean the tenderer who submit the tender for the work and shall include the successor and permitted assigns of the tenderer.
- III. The expression "Contractor" shall mean the successful tenderer selected by the Owner/ Institute for carrying out the subject work and shall include the successor and permitted assigns of the contractor.
- IV. "The Scholars' Hostel In-charge shall mean any representative of the IGNCA authorized to act as head of works or any specified part thereof.
- V. "Work" and "Scope of work" shall mean the totality of the work/ services and supplies of food and other materials by expression or implication envisaged in the contract and shall include all materials, equipment and labour required for commencement, performance, provision or completion thereof.
- VI. "IGNCA" shall mean Indira Gandhi National Centre for the Arts, New Delhi.
- VII. "Contract" shall mean the contract for the work and shall include the tender document, the specification, general or special conditions of contract of IGNCA, the letter of acceptance and the acceptable rates/ bill of quantities in price bid etc.
- VIII. "Meals" shall include all input from the dining hall/ kitchen, including bed tea, breakfast, lunch, dinner and bottled water etc.

- IX. "Kala Nilayam" shall mean in present tender, the Scholars' Hostel Block of IGNCA, New Delhi as indicated in Sketch as Annexed VI.1.
- X. "Kala Svasti" shall mean in present tender, the Restaurant at Ground Floor of IGNCA, New Delhi as indicated in Sketch as Annexed VI.2.
- XI. "Kala Fe" shall mean in present tender, the Staff canteen at Ground Floor of IGNCA, New Delhi as indicated in Sketch as Annexed VI.3.
- XII. "General Catering" shall mean in present tender, the catering services provided during the events organized in the IGNCA premises.
- XIII. "Competent Authority" shall mean the Member Secretary, IGNCA or any other Officer of IGNCA designated by him for the purpose.

8. MINIMUM QUIALIFICATION REQUIRED FOR BIDDING

Eligibility Criteria for Bidder

- I. Experience of Hospitality/ Catering services.
- II. The agency shall have an average turnover of minimum of Rs. 35 Lakh for the last 3 financial years.
- III. The Bidder Company / Firm should be registered with the appropriate registration authority, FSSAI, labor commissioner etc.
- IV. The Bidder Company/ Firm should be registered with Income Tax, GST and statutory bodies.
- V. The Registered Office or Branch Office of the bidder should preferably be located in Delhi/ NCR.
- VI. Bidders must submit the documentary proof in support of meeting the minimum qualification criteria. All documentary proof must be listed on the letter head of the company to be submitted with the Technical Bid.
- VII. Tender will not be accepted from the parties who are under litigation, Blacklisted/debarred or on hold by any PSU/ Govt./ Autonomous Bodies etc. A self declaration shall be submitted by the bidder in this regard on Non-Judicial Stamp paper.
- VIII. The following documents are also required to be submitted along with the tender.
 - a) Self attested-copy of valid registration/enlistment issued by Government/Semi-Government Organization/ MSME/ NSIC/ GeM on the related field.
 - b) In case of Partnership firm/company, a copy of Partnership Deed/certificate issued by the Registrar of firms/Registrar of Companies.

- c) In case of Consortium legal documents may be attached mentioning lead bidder.
- d) Income tax return for the last three financial years duly certified by Chartered Accountant.
- e) Copy of PAN Card
- f) Copy of Latest GST Return
- g) Copy of GST Registration Certificate
- h) Copy of registration of Labour License
- *i)* Average Turnover Certificate of at least Rs. 35 Lakh duly certified by the Charted Accountant.
- j) After Award of Work, the Contractor shall submit a Bank Guarantee or Demand Draft of Rs. 10,00,000/- (Rupees Ten Lakh only) in favour of "Indira Gandhi National Centre for the Arts, New Delhi", drawn on any scheduled commercial bank, towards Performance Security Deposit and the same will be returned after three months of completion of work.

11.2 Technical Qualification Criteria

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical evaluation

Sr. No.	Criteria	Requirements	Maximum Marks	Supporting Documents
1	Bidders Capability 15 MARKS	(i)Applicants should be operating a cloud kitchen listed on reputed delivery service or a restaurant of seating capacity of approx. 50 pax. Upto 2 years	10	Relevant Work Order /Agreement.
		2 + years Note: As relaxation for MSME/ NSIC /Startup is given so if it is below 2 year they may be given minimum marks (i.e.5)	+ 5	
2	Turnover 15 MARKS	Annual INR 35 to 60 lakhs More than INR 60 lakhs Note: Relaxation for MSME/ NSIC /Start-up may be for last one year only. if below 35 Lakhs they	5 + 10	Audited financial records.

		may be given minimum marks		
3.	Manpower 10 MARKS:	Proposed deployment of manpower like Supervisors, cooks, serving staffs etc. and their experience and education qualifications	10	Self-attested staff profile and composition/ Must be updated annually
4.	Presentation 60 MARKS: *time and date of presentation meeting will be informed	Presentation must contain (A) Overall vision to set up the facility at IGNCA. (B) Branding Proposal (C) Proposed design and layout of the physical space of Restaurant and Staff Canteen. (D) Proposed Interiors with furniture along with Eco friendly design ideas. (E) Offered Menu in view of mandate of IGNCA		Presentation slides or drawings or docket or mock ups

Note: Those who will score minimum of 70 marks in this section would be considered as Technically Qualified and will move to the next stage of financial evaluation.

The process prescribed in <u>Para-6.9.2</u> of the Manual for Procurement of Consultancy & Other Services 2017 will be followed in calculation of Technical and Financial Score of the Bidders. As per this procedure, the proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given normalised technical score that are proportional to their marks w.r.t. the highest technical marks.

9. SCOPE OF SERVICES TO BE PROVIDED BY THE CONTRACTOR

9.1 GENERAL CONDITIONS OF CONTRACT

- I. The contractor will quote for the fixed charges not less than Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) + GST per month payable to IGNCA in the Financial bid as user charges for Kala Svasti Restaurant. The highest bidder of fixed charges payable to IGNCA will be considered as "H-1". Award of Contract will be on the QCBS basis.
- II. The rate of fixed charges will be increased after 3 years by 7% every year for the next 2 years. After that, 10% every year for another 2 years.
- III. Any conditional bid shall not be considered and will be out rightly rejected in the very first instance.
- IV. The bidder shall quote the Technical and Financial bids as per the format enclosed as Annexure I and II respectively.
- V. The Earnest Money will be forfeited if the bidder resiles from the offer.
- VI. The bidder should include the list of firms where they have provided similar services along with name, phone and fax number of the contact person there, so that references

- for their services can be obtained, if required.
- VII. Each page of the Tender Document should be signed and stamped by the tenderer in acceptance of terms and conditions laid down by the IGNCA.
- VIII. The person/officer signing the tender/bid documents on behalf of the Contractor should be delegated with an appropriate power of attorney (Duly endorsed by a notary public) by the Chief Executive Officer / Managing Director of the contractor to sign such documents. An appropriate declaration must be enclosed, a sample of which is annexed with this tender document.
 - IX. Tenders incomplete in any form will be rejected outright; conditional offers will not be accepted.
 - X. No tender will be allowed to withdraw after submission of the tender; otherwise the EMD submitted by the tendering firm would stand forfeited. In case, the successful bidder declines the offer of contract (or refuse to acknowledge or execute the contract/agreement within 15 days of award of work), for what so-ever reasons, his EMD will be forfeited.
 - XI. The Contractor should not subcontract the work to any other agency/contractor. No child labor should be engaged and human rights as per law shall be protected.
- XII. All entries in the bid form should be legible and clear. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. Cuttings, if any, in the Technical Bid must be initialed by the person authorized to sign the bid.
- XIII. IGNCA New Delhi may accept or reject any or all the tenders/bids in part or in full without assigning any reasons. In case of any dispute, pertaining to tender/bids, the decision of the IGNCA shall be final and binding on the bidders.
- XIV. IGNCA, New Delhi reserves the right to withdraw/relax/interpret any of the term and condition mentioned here in before; in such situation the tenderer shall be given sufficient time to take the change in to account.
- XV. Validity of the Bid: Bids shall remain valid for acceptance for a period of 90 days from the date of opening of the price bid.
- XVI. IGNCA being a premier Art Centre, the contractor will not allow or permit its employees to participate in any trade union activities or agitation in the premises of the IGNCA.
- XVII. All personnel/employees/workmen employed by the contractor shall be, preferably, in the age group of 21 50 with good health and sound mind. The personnel/employees/workmen of the contractor shall be liable to security screening by the Security Staff/ Agencies deployed by IGNCA. All the personnel deployed by the Contractor should have proper police verification and periodic Medical health check up.
- XVIII. The engagement of personnel by the contractor will solely be at their discretion, as per usual norms and qualifications and in no way make the personnel entitled for any job or

- employment or permanency or any incumbency status in IGNCA New Delhi.
- XIX. The contractor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other contractor without the prior written consent of IGNCA.
- XX. The contractor shall appoint fully qualified preferably from IHM background and competent workers; appropriate operations-in-charge personnel should be deployed by the contractor, at their own cost, to ensure that the services rendered by them are at the level of a Three Star hotel or equivalent and the responsibility and obligations undertaken by them are carried out to utmost satisfaction of the IGNCA. The contractor as an employer of its employees/workmen shall have exclusive rights to appoint, substitute, suspend and terminate the services of any of their employees /workmen to fulfill their obligations under this agreement with justification for doing so, with approval of the designated authority of IGNCA.
- XXI. The employees/workmen employed by the contractor shall always be under the direct and exclusive control and supervision of the contractor and the contract or may transfer its employees/ workmen in accordance with their needs, provided in consultation with the officer designated by the Member Secretary, IGNCA. Adequate and necessary numbers of employees / workmen will be deployed by the contractor for fulfillment of their contractual obligations under this agreement. It shall be the sole responsibility of the contractor to ensure that employees/workmen, deployed by him, fulfill the obligations under taken by the contractor under this agreement and the contractor shall provide such employees/ workmen at his own cost, with such equipment and other paraphernalia as may be considered necessary.
- XXII. The Contractor should have sufficient number of permanent employees on roll, specifically qualified and trained for Hospitality, Housekeeping, Cooking and Catering Service.
- XXIII. The IGNCA reserves the right to allot, inspect and terminate the contract by serving two months' notices.
- XXIV. The selected contractor shall provide name badges and identity cards, bearing the photograph of the personnel and personal information such as name, date of birth, age and identification mark etc. to the personnel deployed at the IGNCA premises.
- XXV. Services will be provided by presentable, neatly attired and well-mannered qualified and trained Attendant/personnel as per their functional designation. The personnel deployed is of certified character and antecedents and be conversant in speaking Hindi, English and local languages.
- XXVI. The Contractor should provide uniform to all personnel employed by them. The staff should wear formal, clean, and pressed uniforms as per their job assignments. Staffs working without uniform are liable to be turned down from being engaged in work in the IGNCA.
- XXVII. The Contractor should ensure to maintain adequate number of manpower to meet the

- contractual obligation and also arrange a pool of standby man power for special occasions.
- XXVIII. Any theft or damage caused due to negligence of the Contractor shall be borne by the Contractor. Appropriate amount of penalty after due consideration and hearing will be imposed by Director (Admn.), IGNCA, New Delhi or an officer nominated by him on his behalf, and the same will be deducted from the monthly catering bill of the Contractor.
 - XXIX. All personnel and their bags and baggage deployed with the contractor shall be liable for physical security check both at the time of entry and leaving the IGNCA campus.
 - XXX. The services will be provided round the clock (24 x 7) on all days of the year (365 days)with sufficient number of manpower required to operate Hospitality, Housekeeping, Cooking & Catering Service.
 - XXXI. No items will be taken out of the IGNCA premises without written permission of the Director (Admn.) or In-charge, the designated officer nominated by the Director (Admn.), IGNCA. Normally no inventory will be shifted from one room/ place to another, without approval of Director (Admn.) or In-charge of the Scholars' Hostel Block and making valid entry in the stock register of the inventory.
- XXXII. The allotment of rooms (accommodation), in the Scholars' Hostel will be done by a nominated official of IGNCA, New Delhi.
- XXXIII. Room and catering charges will be collected by the Contractor. No room charges will be paid to the Contractor for the stay of IGNCA Trustees and Guests at IGNCA Scholars' Hostel.
- XXXIV. The Contractor or his representative will not allow any unauthorized person including company officials to stay in the Scholars' Hostel. If, at any time or during surprise check it is found that any unauthorized person is staying in the Scholars' Hostel, the Contractor will be held directly responsible and a financial penalty of Rs. 5,000/- (Rupees five thousand only) per day will be imposed on the Contractor for the damage and the same will be recorded in the complaints precedence register.
- XXXV. IGNCA will not be responsible for any injury, accident, disability or loss of life to the Contractor or to any of its personnel that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life/ lives shall be the sole responsibility of the Contractor. The Contractor has to make his own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by them under their pay roll and submit a proof to this effect.
- XXXVI. Compliance of policy regulation viz. verification of payment of State Government minimum wages act, employer's liability act, contract labor (regulation & abolition) act, the workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, provident fund act, miscellaneous provision act and labor license of state and central government, as on the date in existence or revised/changes in the future, will be sole responsibility of the contractor. In this regard, the Contractor, at all-times should indemnify IGNCA, New Delhi against all claims and will maintain necessary books, logs, register, verification, returns, receipts, computerized database etc.,

mandatory as per the law and as per the government rules and make its available for inspection/verification to the concerned government officer/labor enforcement officer/regional provident fund commissioner, as and when required. Failure to comply such instructions will lead to imposition of fine by State/ Government machinery and summary termination of contract and/or such other action as the state may deem fit.

- XXXVII. The Contractor will be exclusively responsible to meet and comply with all legal requirements with respect to food items prepared and sold by it in IGNCA, New Delhi including with respect to raw material and ingredients incorporated therein, and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to preparation, storage, service and sale of food, including the provision of the Prevention of Food Adulteration Act, The Essential Commodities Act, The Weight & Measures Act and all rules, regulation and order framed there under, including safety and health of all consumers/residents under the said contract. The Contractor should keep IGNCA indemnified from and against any claim of infection, food poisoning or illness arising from any bad, stale or defective food or materials provided as meals during the entire contract period following the guidelines of FSSAI.
- XXXVIII. Notwithstanding the sub-division of the documents into separate sections or otherwise, every party of each section/part/point or paragraph, shall be deemed to be supplementary to and complimentary of every other part and shall be read into totality as part and parcel of the contract.

9.2 GENERAL OBLIGATIONS OF IGNCA IN SCHOLARS' HOSTEL

- I. The Cable Network/ Dish TV will be provided by IGNCA in all rooms. Payment of Monthly/ Annual TV Recharge will be the sole responsibility of the Contractor.
- II. Wi-Fi connection will be provided by IGNCA in the Scholars' Hostel.
- III. The Contractor and IGNCA will jointly prepare and exchange an inventory of movable items and articles in each room, etc. at the time of handing over the Kala Nilayam Scholars' Hostel to the Contractor (duly signed by both sides).
- IV. IGNCA will provide electrical items in all the Kala Nilayam Scholars' Hostel rooms with hot and cold-water facility, heating systems and air conditioning. The Contractor shall ensure optimum use of air conditioning in rooms, common areas & other desired locations.
- V. Carpets and Furniture items will be provided by IGNCA as one time support.
- VI. The IGNCA shall provide following inventory:
 - o Air Conditioners, Voltage Stabilizers, TVs, Geysers, Cable Connection etc.
 - Furnishing of Rooms & Provision of curtain, blanket, looking mirror, towels, bed sheet, bed cover, mattress, protector cover, pillow, pillow cover, wall clock, table lamp, wall hangings etc. as one-time support.

- o Telephone instruments and extensions.
- Electrical fittings, tube lights, bulbs, fans, etc., as initial provided infrastructure as one-time support.
- Major Renovation/addition / Alteration to the building such as solar water heating, firefighting equipments, emergency power line etc. shall be taken care of by IGNCA.
- Matter related to civil or major electrical works shall be taken care of by the IGNCA through CPWD or appropriate service provider.

9.3 GENERAL OBLIGATIONS OF IGNCA IN KALA SVASTI RESTAURANT

- I. Major Renovation/addition / Alteration to the building such as solar water heating, firefighting equipment's, emergency power line etc. shall be taken care of by IGNCA.
- II. Matter related to civil or major electrical works shall be taken care of by the IGNCA through CPWD or appropriate service provider.
- III. Necessary Licenses for running the facility will be obtained by the Contractor.

9.4 GENERAL OBLIGATIONS OF IGNCA IN KALA FE STAFF CANTEEN

- I. Major Renovation/addition / Alteration to the building such as solar water heating, firefighting equipments, emergency power line etc. shall be taken care of by IGNCA.
- II. Matter related to civil or major electrical works shall be taken care of by the IGNCA through CPWD or appropriate service provider.
- III. Necessary Licenses for running the facility will be obtained by the Contractor.

9.5 GENERAL OBLIGATIONS OF THE CONTRACTOR IN THE SCHOLARS' HOSTEL

- I. Allotting (accommodation) rooms to the Guests coming to stay at Scholars' Hostel Block of IGNCA, as per the directions from the IGNCA; & fulfilling all requisite requirements/procedures round the clock, on all the days of the year, maintenance of allotment register, issuing of booking slips, billing, allotment and opening of rooms for bona fide occupants will be responsibility of Contractor and perfect up keep of rooms along with good Cooking & Catering and room service will be in the scope of Service provider/Contractor.
- II. Bedroom linen and Bathroom towels shall be provided by Contractor. These will be changed whenever the rooms are to be in use. In case of higher requirement (during high occupancy) fresh linen, towel etc should be provided as per requirement. A floor register for this purpose shall be maintained by the contractor and will be scrutinized by IGNCA officials from time to time. Requests of guests should be accommodated, such as for more towels, and logged in the floor register.
- III. The contractors shall be responsible for quality cleaning of bed and bath linens on daily

- basis. The contractor should also provide laundry services to the guest(s) on payment basis (to be charged from the Guests) at rates approved by IGNCA.
- IV. The contractor should provide electrician and plumber to address minor repairs when reported.
- V. The cleaning material related to Housekeeping will be provided by the Contractor.
- VI. Scholars' Hostel laundry expenses to be borne by the Contractor.
- VII. The following toiletries will be provided by the Contractor:
 - a) Comb
 - b) Dental Kit
 - c) Shampoo
 - d) Shower Gel
 - e) Moisturizer
 - f) Soap
 - g) Conditioner
 - h) Liquid Soap
 - i) Toilet Roll
 - j) Tissue Box in the Bathroom and Rooms also.
 - k) Room Freshener
- VIII. Two bottles of mineral water (1 Ltr.) in each room on daily basis to be provided by the Contractor.
 - IX. Necessary Licenses for running the facility will be obtained by the Contractor.
 - X. Fixed room tariff as per IGNCA SoP for each occupied room will be collected and kept by the Contractor excluding room charges for IGNCA Trustees and Guests.
 - XI. Breakfast charges to be borne by the Contractor.
- XII. 2 Sachet/ day/ person each of Tea/ Coffee/ Milk/ Sugar on daily basis to be provided by the Contractor.
- XIII. The Contractor shall be responsible for the maintenance and upkeep of electric equipments provided in the rooms and bathrooms.
- XIV. The Contractor should follow the norms & standards set for Scholars' Hostels of repute.
- XV. All expenditure incurred on Manpower, food, drinking water, water/ sewerage and other allied services related to Scholars' Hostel Hospitality, Housekeeping, Cooking and Catering Services will be borne by the Contractor.

9.6 GENERAL OBLIGATIONS OF THE CONTRACTOR IN THE KALA SVASTI RESTAURANT

- I. The Contractor will quote the monthly user charges. The Contractor shall quote the user charges not less than Rs. 1,50,000/- + GST per month. The Contract will be awarded on the basis of highest user charges quoted by the bidder.
- II. After award of the work, no charges will be levied on account of setting up of the Restaurant during the moratorium period of initial 15 days. 50% User charges will be

- levied during the next 15 days. Upon request by the Contractor, this arrangement may continue for another 30 days. After that (two months), 100% user charges will be levied.
- III. All expenditure incurred on Manpower, food, drinking water, electricity/ water, sewerage and other allied services related to Kala Svasti Restaurant Hospitality, Housekeeping, Cooking and Catering Services will be borne by the Contractor.
- IV. Catering on subsidized rates for IGNCA Kala Nilayam Guests and during In-house events.
- V. All furniture/ fixtures/ interior in the Kala Svasti Restaurant will be the sole responsibility of the Contractor.
- VI. All crockery/ Cutlery/ Utensils and Kitchen equipments and serving items will be the sole responsibility of the Contractor.
- VII. No catering outside IGNCA will be allowed without prior approval of the Competent Authority, IGNCA.
- VIII. In case of special events/ menu the rates will be decided on the mutual consent.
 - IX. The electricity charges to be paid by the Contractor will be on the basis of reading of Sub meter/ Carpet area.
 - X. Any other uses of facility can be undertaken by the Contractor with mutual understanding and consent.

9.7 OBLIGATION OF CONTRACTOR IN KALA FE STAFF CANTEEN

- I. All expenditure incurred on Manpower, food, drinking water, electricity/ water, sewerage and other allied services related to Kala fe Staff Canteen Hospitality, Housekeeping, Cooking and Catering Services will be borne by the Contractor.
- II. All furniture/ fixtures/ interior in the Kala fe Staff Canteen will be the sole responsibility of the Contractor.
- III. All crockery/ Cutlery/ Utensils and Kitchen equipments and serving items will be the sole responsibility of the Contractor.
- IV. For catering of IGNCA events and staff, rate list and menu given at Annexure III will be applicable.
- V. The electricity charges to be paid by the Contractor will be on the basis of reading of Sub meter/ Carpet area.
- VI. No catering outside IGNCA will be allowed without prior approval of the Competent Authority, IGNCA.

9.8 GENERAL INSTRUCTIONS FOR CATERING & COOKING IN THE KALA NILAYAM SCHOLARS' HOSTEL, KALA FE STAFF CANTEEN AND KALA SVASTI RESTAURANT

- I. The contractor shall take up the responsibility of supplying and serving breakfast/ lunch/ dinner as well as morning/ evening coffee/ tea for the guests.
- II. The contractor shall be responsible for the cleaning and washing of the cutleries, crockery and other utensils used for preparing and serving coffee/ tea/ break-fast/ lunch/ dinner. The contractor shall ensure high standards in the food service. Broken/chipped and stained plates/bowls/cutleries must not be used.
- III. The contractor is permitted to utilize the kitchen and store available in the Scholars' Hostel, Canteen and Restaurant for the purpose of cooking/ storing the necessary

- vegetables/ groceries. The contractor shall keep the store-room, kitchen, and dining area neat and clean.
- IV. The contractor shall comply with applicable food safety, hygiene and licensing requirement/certification from competent authority.
- V. Dining hall/Kitchen/Cafeteria service shall be rendered in hygienic condition by trained chefs, cooks, cleaners etc.
- VI. Appropriate pest-control treatment in kitchen/store- room areas in all the three facilities must be undertaken periodically by the Contractor.
- VII. The contractor will arrange any other item that may be required for cooking and catering at no extra charge. Refilling of gas cylinder, repair and maintenance of the items are under Contractor control like gas stoves, refrigerator, water cooler, water purifier, bread toaster, mixer/grinder and other coking elements.
- VIII. Sanitation in case of outbreak of an epidemic or any such special circumstances will be the sole responsibility of the contractor.
 - IX. The Contractor will follow all the norms set by Pollution Control Committee in term of Water, Air, Solid Waste, hazardous bio-degradable waste, if any.
 - X. The contractor has to provide the necessary contract laborers (chef, cooks, assistant cooks, waiters, and other assistants) as required after compliance of labor law and Act.
 - XI. The contractor shall ensure that the contract laborers engaged by him under goes periodic health check up and certification for the same must be submitted to Scholars' Hostel Block In-charge, IGNCA as per norms of statutory bodies.

10 PERFORMANCE SECURITY DEPOSIT

After Award of Work, the Contractor shall submit a Bank Guarantee or Demand Draft of Rs. 10,00,000/- (Rupees Ten Lakh only), in favor of "Indira Gandhi National Centre for the Arts, New Delhi", drawn on any scheduled commercial bank, towards Performance Security Deposit. The security deposit shall not carry any interest and shall be forfeited in case the contractor, who fails to discharge its duties/commitments or whose contract is terminated pre-maturely. The security money so deposited with the Centre will be released after three months of expiry of agreement period, if not extended otherwise.

11 DURATION OF CONTRACT

The License period shall be initially for 3 (Three) years term from date of commencement and thereafter for a term of 2 years on mutual consent. After that, another term of 2 years will be extendable under the provision of right of first refusal (ROFR) clause in future tender subject to past satisfactory performance.

The date of commencement of the contract would be the date of signing of the Agreement which is mandated within 2 weeks of issuance of the offer letter.

12 TERMS OF PAYMENT

- I. The Contractor will submit the amount of fixed user charges by 10th Day of every month.
- II. The claims and reimbursement due to the contractor shall be submitted duly supported by document, 10th day of every month.
- III. The contractor need to provide details of his Bank Account number, name and address of the bank, Branch and Branch Code and IFSC code etc., to facilitate payment through bank (e-payment process).
- IV. TDS will be deducted as per rules.

13 TERMINATION OF CONTRACT

- I. If the services of the Contractor are not found satisfactory, they will be issued a written notice for improvement by the IGNCA authority. If satisfactory improvement is not found (within 2 weeks time) after the notice, penalty for poor service, as specified in the Tender Document, IGNCA authority reserves the right to terminate the contract.
- II. IGNCA will be entitled automatically to terminate this Agreement on the occurrence of any of the following events:
 - A. The licensee is in breach of its responsibilities and obligations under this agreement and this has not been rectified after having been given 15 days written notice by IGNCA.
 - B. If the reputation of IGNCA is damaged on account of Licensee's dealings with third parties.
- III. Independently, IGNCA reserves the right to terminate the contract by giving a two-months' notice to the contractor.
- IV. In case the Contractor is required (or decide otherwise) to discontinue the contract, he/she should give at least two months' notice to IGNCA and shall remain essentially working for the said period of notice, till alternate arrangements are made.
- V. In case or situation, beyond the control of either party, the contract may be terminated with mutual consent by giving two month's notices.
- VI. The Institute in any/either situation will not be under any obligation to pay compensation or make good the payment for the notice period, for which services are not rendered.
- VII. In case of breach of any terms and condition attached to the contract, the Performance Security Deposit of the contractor will be liable to be forfeited, beside annulment of the contract, other lawful action that may be taken against the contractor.

VIII. The contractor shall give vacant premises in good condition to IGNCA New Delhi and return all the equipments/ fixtures and other items, facilities etc., once the contract period is over or terminated.

14 DAMAGES AND LOSSES

All the equipments and the items at site stands at the risk and sole charge of the Contractor who shall deliver in proper condition at the time of annual stock taking to be done by IGNCA. Any shortfall shall be immediately made good by the Contractor by replacement. If the same is not replaced within one month of stock taking, the amount shall be recovered from the dues/bills of the Contractor. The Contractor or his representative shall be present during the stock taking. If the Contractor or his representative does not make them available, the stock taking shall be conducted in their absence, and which will be binding on them. For losses, if any due to natural calamity or any other act of god, beyond the control of either party, IGNCA will replenish the same, as per obligation mentioned above.

15 COMPLAINTS

The Contractor shall keep a suggestion box to be provided by IGNCA to record any suggestion/complaint on performance of services, by the guest and produce to IGNCA or its representatives for perusal during their visit to ensure that prompt action has been taken on such complaints and measures taken to avoid their re-occurrence. The Contractor shall attend to all the complaints and address as early as possible to the satisfaction of IGNCA. The Contractor will provide guest feedback forms in each room and collect it to tabulate/ display the observations/ feedback, grievances or risk and sit for monthly meetings with IGNCA/ Scholars' Hostel authorities.

16 MISBEHAVIOUR OF EMPLOYEES

- The employees of the Contractor shall maintain strict discipline and not use any violent, absence or offensive languages while inside the premises. Smoking and consuming alcohol inside the premises is strictly prohibited. In the case of misbehavior, IGNCA has the right to terminate the contract. It will be mandatory for the conducting contractor to brief their personnel in advance and apprise them of the conduct, expected for them, while working in an institution of national importance. Nothing prevents IGNCA to advise the Contractor about any such issue, or any erring personnel engaged by the Contractor, which warrant urgent action, in the interest of work and its fast disposal.
- The selected contractor shall not involve in any bribery or other unethical activities with anyone employed at the Institute. Involvement in any such activity shall entail a penalty of Rs. 10,000/- for the first incident. Subsequent occurrence of such incidents will entail in termination of the contract without any notice.
- Any personnel deployed by the contractor, refuses work or creates indiscipline would have
 to be immediately replaced with the consent of the In-charge Scholars' Hostel/the
 designated officer. IGNCA reserves the right, to ask the contractor to terminate the services
 of any of the contractor's employees immediately on grounds of non compliance of duties
 or if found guilty of misconduct. IGNCA will in no way be held responsible or liable for any

loss, caused by negligence or any other harmful action on the part of the employee of the Contractor.

• In case, the person employed by the successful bidder commits any act of omission /commission that amounts to misconduct /indiscipline/ incompetence / security risks, the successful bidder will be liable to take appropriate disciplinary action against such persons, including their removal from work, immediately after being brought to notice, failing which it would be assumed as breach of contract which may lead to cancellation of contract.

17 BREAKAGE

All damages/ breakage to the equipment/ inventory in the charge of the Contractor, if caused due to negligence of the Contractor's employee, the cost or repair/ replacement of the equipment will be borne by the Contractor. Whether the damage/ breakage has been caused due to negligence or normal wear and tear shall be heard and will be decided at sole discretion of IGNCA.

18 REPLACEMENT

Replacement of articles (viz. linens, consumables items/ inventory etc.), which have been **lost/ broken** will be done after proper assessment by the competent authority and as per decision/ mutual discussion and shall be borne by the Contractor.

19 PENALTY

Deduction on account of unsatisfactory catering services and improper cooking & catering and maintenance of the Scholars' Hostel, common places/facilities etc., will be made from the monthly bill. The recovery will be decided by the In-charge Scholars' Hostel/the designated officer. The methodology for deduction will be as under:

- In case of shortage of manpower or each occurrence of absenteeism in excess of 20 % per shift for 3 continuous days, necessary/ suitable penalty will be imposed by the Competent Authority, IGNCA.
- II. In case of non-maintenance of cleanliness or lapse of services/carelessness, deduction shall be made @ Rs. 100/- per event etc., from the bill of the Contractor, taking into account the loss of good will and inconvenience caused to the Guest/Centre.
- III. In case of non-performance and poor service by the Contractor, IGNCA may, at its discretion, recover Liquidated Damages upon recommendation of In-charge Scholars' Hostel. In the event of appeal, the decision of Director, IGNCA New Delhi shall be final and binding upon the Contractor.

The quantum of penalty shall be as follows:

- I. Non-compliance in cleaning of Rooms including Reception, Lobby: Rs. 100/-per day
- II. Non-compliance with laundry requirements: Rs. 100/- per day
- III. Non-compliance of environment friendly waste disposal methods: Rs.100/-per day

- IV. Non-wearing of uniforms by Contractor's employees /untidy uniform: Rs. 100/- per day per person
- V. Supply of food not as per approved Menu and/or insufficient quantity: Rs. 1,000/- per day per meal
- VI. The penalty for unsatisfactory and substandard catering service: Rs. 100/-per complaint
- VII. In case of unforeseen or peculiar circumstances, the decision of the Director (Admn.), IGNCA/In-charge Scholars' Hostel/ the designated officer, so far as imposition of penalty is concerned, shall be final.
- VIII. If the work is found unsatisfactory and below the expected standard in a particular area, including electrical or plumbing/ maintenance etc., In-charge Scholars' Hostel/the designated officer will have the right to get the same done by another agency. The charges on account of this shall be deducted from the Contractor's bill. Decision of the Director (Admn.)/ In-charge Scholars' Hostel/ the designated officer shall be final in this regard.

20 Disputes Resolution and Arbitration

- That in case of any dispute arising between IGNCA and the Contractor, in respect of the interpretation, conduct or performance of any terms or conditions of these presents, the same shall be referred to the Member Secretary, IGNCA for resolution. In case, dispute is unresolved, the matter will be referred for arbitration.
- II. Any claim or difference relating to or arising out of this agreement shall be referred to the arbitration, of a sole arbitrator, The arbitration shall be subject to the Arbitration & Conciliation Act, 1996 as may be amended from time to time. The Delhi International Arbitration Centre, will appoint the sole Arbitrator and will conduct the arbitration in accordance with its rules for conduct of arbitration proceedings. The seat and venue of arbitration shall be New Delhi. The proceedings shall be undertaken in English. The arbitration award shall be final and binding on the parties.

21 Jurisdiction

- I. 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.
- II. 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.

22 Force Majeure

In the event either party is unable to perform its obligation under the terms of this agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

The Director (Admn.) will be the contact point (Nodal Officer), on and behalf of the IGNCA, New Delhi for any queries related to the tender, and can be contacted at Phone No. 011-23446501, email: igncakalanilayam@gmail.com and emu@ignca.nic.in

ANNEXURE – I

PROFORMA OF TECHNICAL BID

Name of Work: Request for Proposal (RFP) for Operating the Kala Svasti Restaurant, Kala Fe Canteen, Kala Nilayam Scholars' Hostel and General Catering in IGNCA, Janpath Building (Near Western Court), Janpath, New Delhi-110001 by Single Vendor/ Consortium.

1.	. Name of Tendering Company/Firm/Agency:				
	(Attach certificate of	Registration)	-		
2.	Name of proprietor/[Director:	Of Canada	/Firm /	
2	Full Address of Dog Off	in and Duamah Of		/Firm/agency	
3.	Full Address of Reg. Off	ice and Branch Of	TICE OF DEINI/	NCK (IT any)	
-				_	
4.	Telephone No.:	_			
5.	Fax. No.	_			
6.	E-Mail Address	_			
7.	PAN/GIR/TIN No.(Attac	h Copy)			
8.	Labor Regn. No.(Attach Copy)				
9.	GST/ServiceTax Regn.N	o.(Attach Copy)			
10.	ITR for last three years	_			
11.	Financial turnover of the	e tendering Comp	any / Firm / A	Agency for the last 3 Financial	
Year	rs:(Attach Copy of Audite	ed statement)			
	FINANCIAL YEAR	Amount (Rs.	In Lakhs)	Remarks, if any	
2	2020 – 2021				
2	021 - 2022				
2	2022 - 2023				
12.	12. Details of Earnest Money Deposit: D.D./P.O. No.& Date & Bank				

13.	Additional information, if any	
	(Attach separate sheet, if required)	
	Certified that all above information's are cobelief.	rrect to the best of my/ our knowledge and
	Dated:	Signature & Seal of the Contractor

DECLARATION

1. I,Son/Daughter of Partner/Director/Authorized Signatory of M/s sign this declaration and Execute this tender do	am competent to
2. I have carefully read and understood all hereby convey my acceptance of the same.	terms and conditions of the tender and
3. The information/documents furnished along authentic to the best of my knowledge and bel	•
4. I/We am/ are well aware of the fact th fabricated documents would lead to rejecti liabilities towards prosecution under appropria	on of my tender at any stage besides
	Signature of the Authorized Person
Date	Full Name
Place	Company Seal

<u>Note</u>: The above declaration, duly signed and sealed by the authorized signatory of the firm/company, should be submitted with the Technical Bid Documents.

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

Date:
То,
Sub:Acceptance of Terms & Conditions of Tender.
Tender Reference No:
Na
me of Tender/Work:
Dear Sir,
1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the website (s) namely:
As per your advertisement, given in the above-mentioned website(s).
2. I/We here by certify that I/we have read the entire terms and conditions of the tender documents from Page Noto(including all documents like annexure(s),schedule(s), etc .,), which form part of the contract agreement and I / we shall a bide here by by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organizations 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 here by 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 in formation is found to be incorrect/untrue or found violated, then your department/organization 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)

PROFORMA OF FINANCIAL BID

Name of Work: Request for Proposal (RFP) for Operating the Kala Svasti Restaurant, Kala Fe Canteen, Kala
Nilayam Scholars' Hostel and General Catering in IGNCA, Janpath Building (Near Western Court), Janpath,
New Delhi-110001 by Single Vendor/ Consortium.

The bidder shall pay the IGNCA fixed charges per month. The bidder shall therefore quote the amount which will be not less than Rs. 1,50,000/- (Rupees One lakh Fifty Thousand Only) + GST per month. This will be the criteria of selection of Financial bid. Hence, the H-1 Bidder will be considered for award of Contract.

Fixed Charges per month to be paid to IGNCA	Rs	+ GST per month
	(Rupees) + GST per month

Name of Firm/ Bidder	
Dated:	Signature & Seal of the Contractor

Annexure III

Canteen Rate List For IGNCA Staff

Tea	Rs. 10/-
Samosa/ Kachori	Rs. 10/-
Bread pakora	Rs. 10/-
Assorted Pakora	Rs. 20/-
Veg. Sandwich	Rs. 20/-
Coffee	Rs. 20/-
Muffin/ Fruit Cake/ Pastry	Rs. 20/-
Thali	Rs. 60/-

- Menu for Thali: Dal, Sabji, Salad, Raita, Papad, Two chapati (Two more chapati on further demand without any extra charges) & Rice.
- Contractor will be free to sell any other food items as per requirement.
- **Timing:** 9:00 AM to 7:00 PM on working days.

Annexure-IV

Check-List

(To be enclosed with the Technical Bid)

1.	Attached "TECHNICAL BID", Annexure I and declaration	
2.	Financial Bid, Annexure II	
3.	Earnest Money Deposit	
4.	Copy of Registration certificate with Labor Department	
5.	Copy of PAN Card	
6.	Copy of the IT returns filled for the last three Financial year/ Proof of Financial Turn-over for previous 3 years	
7.	Copy of Registration certificate of GST	
8.	List of clients where similar work was/ is carried out and details of contact person(s).	
9.	Details of Experience	
10.	Certificate of Turnover	
11.	Copy of Latest GST Return	

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.

More information useful for submitting online bids on the CPP Portal may be obtained at:https://eprocure.gov.in/eprocure/app

REGISTRATION

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL:https://eprocure.gov.in/eprocure/app) by clicking on the link"Online bidder enrolment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- 3) 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.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate(Class II 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.
- 5) 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.
- 6) Bidder then logs into 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

- 1) 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.
- 2) 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.
- 3) 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 Help desk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) 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.
- 3) 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.
- 4) 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 "MySpace" or "Other Important Documents" area available to them to upload such documents. If permitted, these documents may be directly submitted from the "My Space" area while submitting a bid. This will lead to a reduction in the time required for bid submission process.

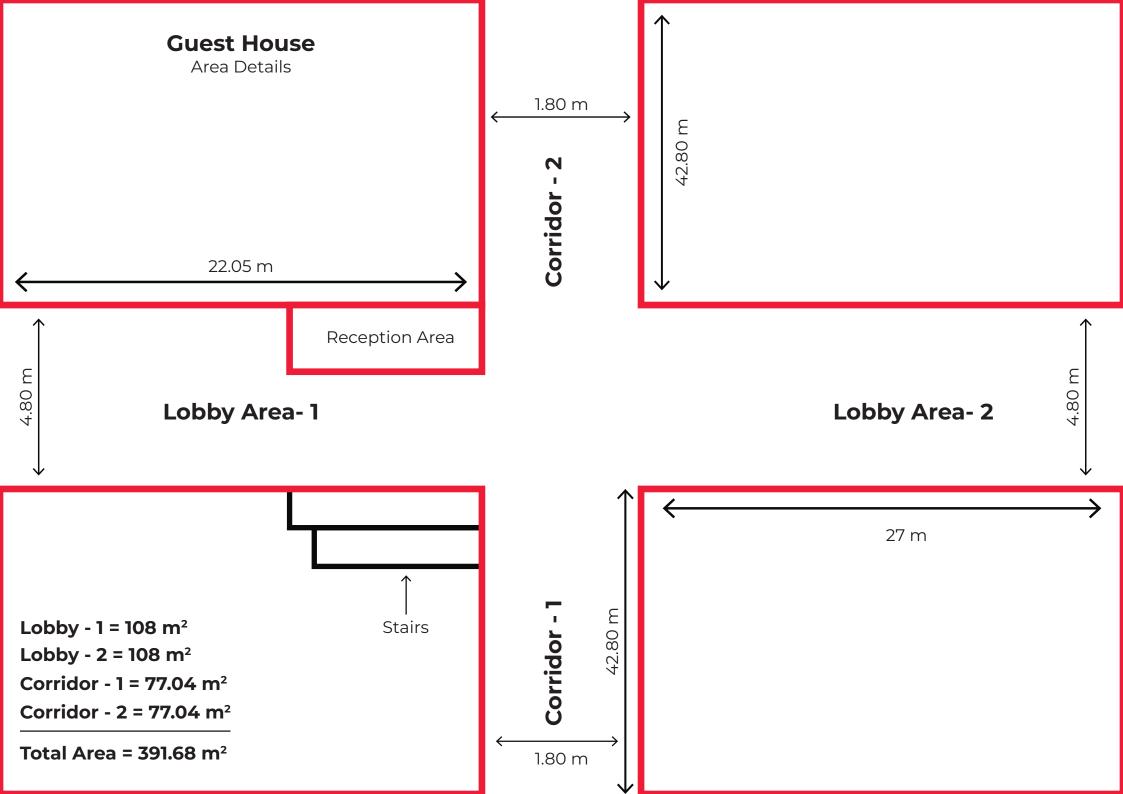
SUBMISSION OF BIDS

- 1) 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) 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.
- 5) 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.

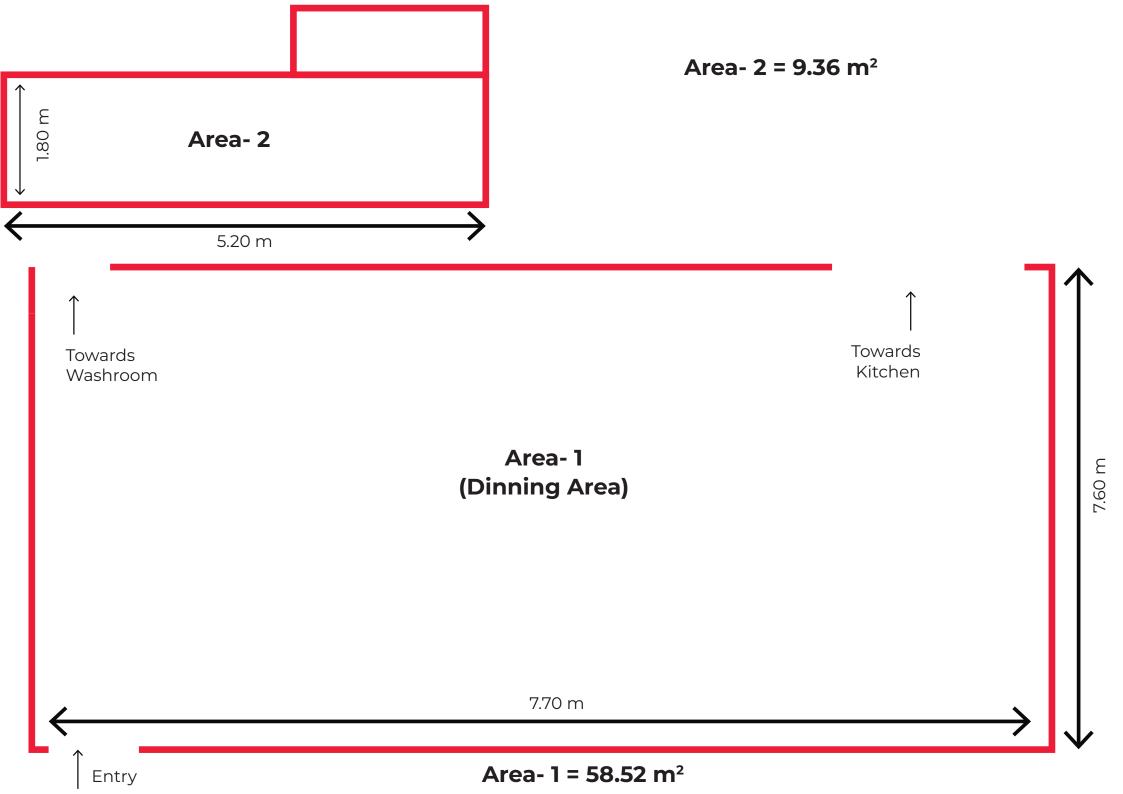
- 6) The server time(which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by 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.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids(i.e. 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.
- 10) 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.

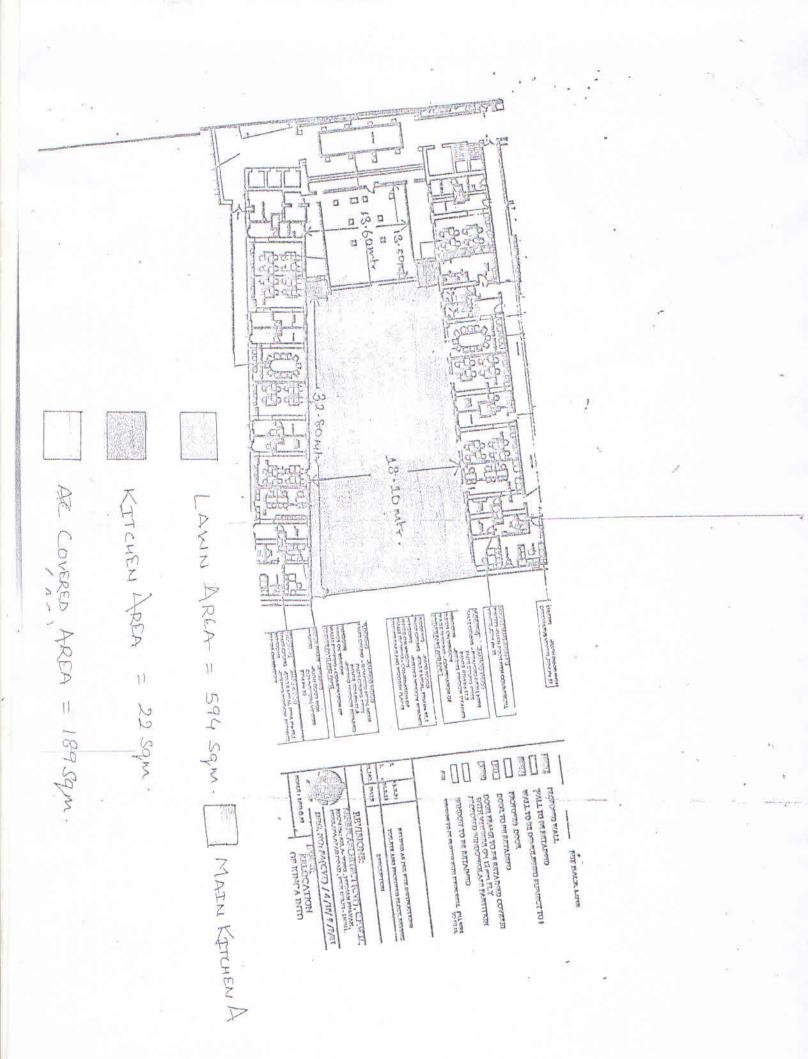
ASSISTANCE TO BIDDERS

- 1) 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.
- 2) 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.









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