

GOVT. OF NCT OF DELHI
DEPARTMENT OF TRADE & TAXES
FM BRANCH ROOM NO.1005, 10th FLOOR,
VYAPAR BHAWAN, I.P. ESTATE, NEW DELHI-110002
Ph. No. 011-23317757

NOTICE INVITING TENDER FOR OPERATING A CANTEEN IN THE DEPARTMENT OF TRADE & TAXES, GOVT. OF NCT OF DELHI

Online E-Tenders are invited under Two-Bid system for Operating a canteen for a period of **One** year in the Department of Trade & Taxes, Govt. of NCT of Delhi from reputed agencies having experience in the field of providing catering / canteen services . Bid documents along with Terms and Conditions are available on the website <https://govtprocurement.delhi.gov.in> and can be downloaded therefrom. Hard copy of Bid Security / Earnest Money Deposit (E.M.D.) and all documents related to Technical Bid uploaded on e-procurement portal (except Financial Bid in Annexure-III) in sealed cover envelope super-scribed with tender for the work “Operating a canteen in Department of Trade & Taxes, Govt. of NCT of Delhi” must also be dropped in Tender box kept in FM Branch, Room No. 1005, 10th Floor, Vyapar Bhawan, I.P. Estate, New Delhi-110002 on or before 3.30 p.m. on **10.01.2018 (Wednesday)**. Bids received after due date and time shall be rejected straightway. The Technical Bid as well as Financial Bid will be opened by the Purchase Committee in the Department of Trade and Taxes, Government of NCT of Delhi as per schedule mentioned below. The tenderers or their authorized representatives who wish to be present during the opening of the Technical and / or Financial Bids may be present at the scheduled dates, time and place.

The first requirement to participate in e-tender is to have digital signature and the registration of tenderers with Application Services Provider (ASP) i.e. NIC (National Informatics Center) which is mandatory. Willing agencies may visit website <https://govtprocurement.delhi.gov.in> and download Terms & Conditions. For any assistance regarding e-tendering, the prospective bidders may contact at NIC Help Desk, 6th Floor, Vikas Bhawan-II, Near Metcalf House, Civil Lines, Delhi-110054.

The tender shall be accepted only through e-tendering portal i.e. <https://govtprocurement.delhi.gov.in>.

SCHEDULE OF TENDER

Date of release of tender through e-procurement portal of Delhi Govt.	20.12.2017 (Wednesday)
Date of Pre-Bid Meeting	27.12.2017 (Wednesday) at 3.30 p.m. in the chamber of Addl. Commissioner(FM), Room No.1201, 12 th floor, Deptt. of Trade & Taxes.
Last date/time for downloading of tender documents through e-procurement portal Delhi Govt.	10.01.2018 (Wednesday) upto 10:30 a.m.
Last date/time for submission / uploading the tender documents through e-procurement portal Delhi Govt.	10.01.2018 (Wednesday) upto 3.00 p.m.
Last date/time for submission of EMD along with hard copy of Technical Bid in sealed cover in Facility Management Branch, Room No.1005, 10 th Floor, Vyapar Bhawan, I.P. Estate, New Delhi-110002.	10.01.2018 (Wednesday) upto 3.30 p.m.
Date and Time of opening of Technical Bid	10.01.2018 (Wednesday) upto 3.30 p.m.
Date and Time of opening of Financial Bid	15.01.2018 (Monday) at 11.00 a.m.

In case, the day of bid opening happens to be a holiday, the bids will be opened on the next working day at the same time. The Department may at its discretion to extend the last date for the receipt of bids by amending the schedule.

ASSISTANT COMMISSIONER (FM)

SCOPE OF SERVICES :

1. Department of Trade & Taxes, GNCT of Delhi intends to engage an agency / caterer etc. to open and operate a canteen in the premises of the Department of Trade & Taxes, GNCT of Delhi. The canteen facility will be available to the Officers/ Staff of Department of Trade & Taxes, GNCT of Delhi, Advocates, Chartered Accountants, visitors and for service during the Meetings/ Conferences/Seminars/ Functions convened by the Department of Trade & Taxes conforming to the specifications of Food/ Beverage Items listed in “Annexure-III (Schedule of items/ Quantities).
2. The canteen of Department of Trade & Taxes, GNCT of Delhi is situated at Ground Floor of this department’s building having area of approximately 1210 square feet. The selected bidder shall have to open and operate the canteen as per terms & Conditions of tender document and directives of Department of Trade & Taxes, GNCT of Delhi and upto the satisfaction of the Department of Trade & Taxes, GNCT of Delhi.

TERMS AND CONDITIONS:

1. Contract period of the work / services is for One year from the date of award of contract to the successful bidder.
2. BID VALIDITY PERIOD

The Bid validity period of the tender is 120 days from the last date of submission of tender.

3. LICENSE FEE

The selected bidder will have to pay nominal License Fee of Rs.100/- (Rupees One hundred only) per month in advance for each month during last week of previous month.

4. NUMBER OF PROPOSALS

No Bidder or its Associate shall submit more than one bid. A bidder applying individually or as an Associate shall not be entitled to submit another bid.

5. The bidder should have at least one office located in Delhi or N.C.R.
6. If any bidder has any query / clarification, he/she may contact Sh. Biju Raj E., Asstt. Commissioner (FM), Department of Trade & Taxes, GNCT of Delhi, F.M. Branch (Room No.1005), 10th floor, Vyapar Bhawan, I.P. Estate, New Delhi-110002 for clarification / assistance between 10.00 a.m. to 5.00 p.m. on any working day before last date of uploading the tender documents.

7. Contacting the Department:-

- (A) No Bidder, in order to influence the bidding process, shall contact the Department on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- (B) Any efforts made by a bidder to influence the Department's bid evaluation/ bid comparison or contract award decision shall result in the rejection of the bidder's bid.

8. COST OF PROPOSAL

The Bidders shall be responsible for all of the costs associated with the preparation of their proposals and their participation in the selection process including subsequent negotiation and visits to the department. The Department will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.

9. SITE VISIT AND VERIFICATION OF INFORMATION

Bidders are advised to obtain all information that may be necessary for preparing the tender documents before submitting / uploading their respective proposals after visiting the Department's Officers concerned in order to ascertain and assess for themselves the office conditions, location, surrounding , climate, working environment, applicable Laws and regulations or any other matter considered relevant by them. The department shall not be liable for any omission, mistake or error on the part of the Bidder in preparation, uploading and submission of tender documents.

10. Conditional / printed terms and conditions made by the bidder will not be considered and shall be rejected straightway.

11. FORMAT AND SIGNING OF PROPOSAL

Technical Bid, Financial Bid and all annexed documents uploaded on system and furnished physically must be properly signed by the authorised representative as detailed below:-

by the proprietor, in case of a proprietary firm; or
by a partner, in case of a partnership firm and/or a limited liability partnership; or
by a duly authorised person holding the Power of Attorney, in case of a
Limited Company or a corporation.

A copy of the Power of Attorney certified under the hands of an active partner or Director (in case of company) and notarized by a notary public in the form specified in **Annexure-VII** shall accompany the proposal.

12. ELIGIBILITY CRITERIA OF BIDDERS:

The prospective bidder shall have to upload and to furnish the following documents valid as on date of bid along with their Technical Bid (**Annexure-II**). If the bidder fails to upload any of the following documents, the concerned bidder will be disqualified technically:

- (A) The bidders shall have to deposit Bid Security / Earnest Money Deposit (E.M.D.) of an amount of **Rs.50,000/- (Rupees Fifty thousand only)** in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Bank in an acceptable form in favour of **"Commissioner, Trade and Taxes, New Delhi"** along with the Tender document. The Bid Security / E.M.D. must remain valid for a period of **45 days** beyond the final bid validity period. The bidders who are Micro and Small Enterprises (MSE) as defined in MSE procurement policy issued by the Department of Micro, Small and Medium Enterprises (MSME) or who are registered with the Central Purchase Organization will be treated as exempted from depositing E.M.D. In support of his/her claim, the bidder shall have to upload the Registration or / and exemption certificate **for canteen / catering services only** as the case may be, issued by concerned Authority. **The bid received without EMD shall be rejected straightway.**

(Note: Bank Guarantee shall be accepted after verification from the issuing bank).

- (B) All agencies / Caterers / Restaurantors who are engaged in the work of canteen operation, catering services, restaurant operation or similar kind of services for at least last three consecutive years and having Annual Average Turnover from such activities of at least **Rs.20,00,000/-(Rupees Twenty lacs only)** during the last three financial years i.e during the year 2014-2015, 2015-2016 and 2016-2017 in the Books of Accounts may submit the bids in the prescribed format. The bidder should upload copy of audited Trading Account and Balance Sheet as well as certificate of Chartered Accountant (if the Trading Account and Balance Sheet are not audited). If, Trading Account document show the turn over of such activity separately, then Annual Average Turnover should be certified by Chartered Accountant.
- (C) The bidder should have at least three years experience of operating canteen / canteen services in any of the Departments/ Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities or Private Companies or Universities or Colleges etc . In support of the experience(s), the bidder shall have to upload Satisfactory Performance Certificate issued by organizations / departments / clients.

Note : It must be mentioned in Performance / Experience Certificate that the service provided by the bidding firm is / has been / was satisfactory during the period of engagement.

- (D) Aadhar No. of Proprietor / Partners / Directors of the bidder agency.
- (E) Self attested copy of PAN card issued under Income Tax Act of the company / firm.
- (F) Self attested copy of GST No. of the bidder company / firm.
- (G) Signed copy of Undertaking (Regarding non black listing) in **Annexure-VI**.
- (H) Duly filled and signed copy of Tender Form in **Annexure -I**.
- (I) Duly filled and signed copy of undertaking for payment of License Fee in **Annexure-IV**.
- (J) Power of Attorney in case of Private firms or company in **Annexure-VII**.
- 13 E.M.D. of unsuccessful bidder(s) shall be returned after award of contract. No interest will be paid by the Department on the EMD amount.
- 14 E.M.D. of successful bidder shall be returned after depositing the Performance Security and award of contract.
- 15 PRE-BID MEETING
- A Pre-Bid meeting will be held on **27.12.2017 (Wednesday)** at 3.30 p.m. in the chamber of Additional Commissioner (FM), Department of Trade & Taxes, Room No.1201, 12th floor, Vyapar Bhawan, I.P. Estate, New Delhi-110002 during which bidders may visit the site and clarify their doubts, if any, and discuss the Terms & Conditions of bid documents.
- 16 THE BID SECURITY / E.M.D. WILL BE FORFEITED IN THE FOLLOWING CONDITIONS:
- (a) At any stage, if, any of the information/declaration given by the bidder is found false.
- (b) If, a bidder withdraws his bid within the period of bid validity period as specified in the terms and conditions of tender documents.

- (c) If, the bidder withdraws or amend or impairs or derogates its bid in any respect within the bid validity period.
- (d) If, the successful bidder fails to deposit the required Performance Security within the specified period as prescribed in tender document.
- (e) In case of any lapse/default on the part of bidder in honoring the Terms and Conditions of tender document at any stage after submitting the tender.
- (f) In case of final selection, if, the selected bidder fails to enter into the contract in accordance with the terms and conditions of the tender.

17 RIGHT TO REJECT ANY OR ALL PROPOSALS

Notwithstanding anything contained in this tender document, Commissioner, (GST / State Tax) reserves the right to accept or reject any proposal and to annul the selection process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof.

18. EVALUATION OF BIDS:

(A) Technical Bid Evaluation:

The technical evaluation of bids would be carried out by the Purchase Committee on the basis of eligibility criteria fixed for bidders in the tender document as well as documents / information submitted by the bidder. In case, any eligibility criteria is not fulfilled by any bidder and / or any required information / documents mentioned in Technical Bid (Annexure-II) are not uploaded in e-procurement portal, the bidder will be disqualified technically.

(Note: - The Department can seek clarifications on the documents uploaded by the bidder for verification.)

(B) Financial Bid:

The Financial Bids of only those bidders shall be opened who are found technically qualified. **The contract will be awarded to bidder whose quoted Grand Total Amount of rates of items (inclusive of all taxes & levies / cess) as mentioned in the Financial Bid (Annexure-III) is found the lowest, justified and who found eligible & qualified to provide the canteen service satisfactorily as per the terms and conditions of the tender document.**

The bidder should quote rates against all items mentioned in Annexure-III and no column should be left blank. The Financial Bid shall not be considered and straightway rejected, in case, rate against any item is not quoted and left blank or quoted rate is "0" (Zero) or "Nil" or "less than one rupee."

19. AWARD OF CONTRACT:

- (A) After selection of the lowest bidder, Letter of Offer shall be issued by the department to the Selected Bidder and the Selected Bidder shall have to deposit Performance Security amounting to **Rs.2,00,000/- (Rupees Two lacs only)** along with acceptance letter and Agreement within 7 days from the date of issue of Letter of Offer by the Department. Performance Security must be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt and Bank Guarantee from a Commercial Bank in favour of **"Commissioner, Trade & Taxes, New Delhi"**. Performance Security must remain valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest shall be payable on this amount. The contract will be awarded only after depositing the Performance Security.

(Note: Bank Guarantee shall be accepted after verification from the issuing bank).

(B) Letter of Award shall be issued after submission of Performance Security by Selected Bidder.

20. COMMENCEMENT OF ASSIGNMENT

The selected bidder shall have to open and commence the canteen services within 15 days from the date of issue of Award Letter or such other date as may be mutually agreed.

21. EXECUTION OF AGREEMENT

The selected bidder shall have to execute an Agreement on stamp paper of Rs.100/- (to be paid by the selected bidder) in the form specified in **Annexure-V** within 7 days from the date of issue of letter of Offer by the department. The Selected Bidder shall not be entitled to seek any deviation in the agreement.

22. ANTECEDENT VERIFICATION

Before actually deploying the personnel, the selected bidder shall inform the Department in writing that the antecedents of the personnel through whom the services will be rendered have been duly verified and further the copies of the police verification report will be submitted. The selected bidder shall also provide to the Department, curriculum vitae (CV) of the personnel to be deployed. The CV will contain such information as name, age, academic / professional qualification certificate, permanent/present residential address, marital status and next of kin, UIDAI number etc.

23. TERMINATION OF CONTRACT BY FORFEITING THE EMD / PERFORMANCE SECURITY

Commissioner (GST / State Tax) reserves the right to terminate the contract by forfeiting the E.M.D. / performance security deposited by the bidder and bidder may be blacklisted and debarred for three years from participating in any tender of any department in the following conditions:

- (i) If, the selected bidder fails to deposit the Performance Security or fails to commence the work or fails to execute the agreement within prescribed period mentioned in tender document.
- (ii) If, the selected bidder is found blacklisted on previous occasions by any of the Departments/ Institutions / Local Bodies / Municipalities / Public Sector Undertakings / Private Companies.
- (iii) At any stage, if, the performance of the selected bidder is found unsatisfactory.
- (iv) If, the selected bidder is found violating any terms & conditions of the tender document.
- (v) If, the selected bidder fails to fulfill his obligations of the contract.
- (vi) If, selected bidder is found to sell unapproved/unhygienic/low quality/ expired date items repeatedly.
- (vii) If, selected bidder is found to sell approved items on higher rates than the approved rates repeatedly.
- (viii) If, selected bidder is found using unapproved raw materials repeatedly.
- (ix) If, selected bidder is found using any banned items as per law.
- (x) If, selected bidder is found serving less quantity / weight of items than the approved quantity / weight repeatedly.
- (xi) If, the bidder fails to deposit the monthly License Fee as per terms & conditions of tender.

24. EXTENSION OF CONTRACT

- (a) The contract shall be awarded initially for a period of One year from the date of award of contract. The Department reserves the right to extend the validity of contract on the same rates and Terms & Conditions for a period of further One year from the date of expiry of contract or till award of new contract / new agency takes over work whichever is earlier at the discretion of the Department and on the basis of mutual acceptance of both parties.
- (b) If, the selected bidder intends to discontinue the services or does not want any further extension after the expiry of one year of contract, the selected bidder shall notify the Department of its decision by way of a Notice at least 3(three) months prior to the date from which the contractor wants to discontinue or expiry of the contract. Upon issuance of such notice, the selected bidder shall continue to perform all its obligations hereunder until next three months or such reasonable time beyond the term of the contract within which, the Department shall appoint an alternative agency.

25. SPECIFICATIONS AND SCHEDULE OF RATES / QUANTITIES

The selected bidder shall have to serve good quality of food/ snacks/ tea/ coffee / refreshment / lunch etc. and which shall be prepared with permissible brand of consumables as listed in **Appendix A**. The selected bidder shall also have to maintain the weight and quality of each item as mentioned in “Annexure –III” (Schedule of items / Quantities).

- 26. Department will provide only space of approximately 1210 Square Feet to the selected bidder which is earmarked for operation of canteen (cooking and serving area both). The selected bidder will have to arrange his own furniture and kitchen equipments at his own cost. If, any temporary addition / alteration in the premise of the canteen is required by the selected bidder for smooth running the canteen, the same will be executed by him/her as per his/her requirement at his/her own cost with the prior approval of the Department.
- 27. The selected bidder shall use only commercial LPG gas for cooking purpose at his own cost.
- 28. The selected bidder will be provided electric and water facilities by the Department of Trade & Taxes and charges towards electricity and water will be paid by the selected bidder as per sub-meter installed in canteen.
- 29. Electric Sub-meter and Water sub-meter will be installed by the selected bidder at his own cost.
- 30. The provisions of CGST, Delhi GST & IGST Act and concerned Rules, Notifications and Orders will be applicable upon the Department as well as the bidder.

31. TERMS OF PAYMENT

- (i) The payments to the selected bidder towards purchase of food / snacks / beverages from the canteen shall be made by the staff member (s)/ visitor (s) themselves and not by Department of Trade & Taxes. However, for the catering / canteen services provided by the selected bidder towards Official Event (s)/ Meeting (s)/ Seminar (s)/ Conference (s), the payment shall be made by the Department of Trade & Taxes.
- (ii) No advance payment shall be made to the selected bidder in case department places a requisition for supply of food /snacks /tea /coffee etc. and for the Official Event (s)/ Meeting (s)/ Seminar (s)/ Conference (s)/ Official Function (s). The payment for supplied items will be

released on receipt of Invoice from the selected bidder and after due processing, approval & sanction.

- (iii) In case, there is any query, objection, delay or dispute with regard to any bill or a part thereof, the selected bidder shall not be entitled to any interest to be paid by the Department of Trade & Taxes for late payment.
 - (iv) All payments and receipts would be rounded off, i.e., paise 50 or above will be rounded off to the nearest higher rupee and paise less than 50 shall be ignored.
 - (v) Income Tax shall be deducted at source against bills submitted by the selected bidder as per Income-Tax Act/ Rules in force from time to time.
 - (vi) The payment shall be made after deduction of Statutory Taxes/ Duties through Crossed Cheque / NEFT (National Electronic Fund Transfer) for which the selected bidder has to submit requisite details of his/her Current Bank account.
32. Selected bidder will not be allowed to provide the catering services from the canteen to other offices / departments which are situated outside the premises of the department.

33. **PENALTY**

If, the Department of Trade & Taxes is not satisfied with the quality of eatables served, services provided or behavior of the bidder or his/her employees, the bidder shall be served a 24 hours' notice to improve or rectify the defects, failing which the Department shall impose the penalties on the bidder which will be as under:

S.No.	Description of deficiency	Amount of penalty (in Rs.)
1	Low quality / less weight / less quantity of item	Rs.500/- each instance.
2	Selling of unapproved item.	Rs.500/- each instance.
3	Selling of unhygienic item.	Rs.1000/- each instance.
4	Selling of expired date item.	Rs.5000/- each instance.
5	Selling approved items on higher rates than approved rates.	Rs.500/- each instance.
6	Using unbranded / unapproved raw material.	Rs.1000/- each instance.
7	Using any banned items.	Rs.1000/- each instance.
8	Misbehavior of canteen staff.	Rs.500/- each instance.
9	Failure of samples of eatable items.	Rs.5000/- each instance.
10	Any other default / deficiency.	Rs.500/- each instance.

If any penalty is imposed on selected bidder, the same shall be paid by the selected bidder to the department within 3 days failing which the same shall be recovered from the Performance Security deposited by the bidder.

- 34. Any person who is in Government service or an employee of the Department should not be made a partner of the selected bidder directly or indirectly in any manner whatsoever failing which appropriate action shall be taken by the department under relevant clauses of the contract as deemed fit against the selected bidder.
- 35. The selected bidder shall have to display the approved list of rates at the delivery counter as well as conspicuous places in the canteen.
- 36. The selected bidder shall keep the canteen open from 9:00 a.m. to 6.30 p.m. on all working days (Monday to Saturday) or / and on any holiday if desired by Commissioner (GST / State

Tax) or authorized representative. Employees of selected bidder will be allowed to enter in the premises of this department's building at 8.00 a.m. onwards and will not be allowed to stay in department's premises beyond 7.30 p.m.

37. The canteen should not be closed on any working day of the Department of Trade & Taxes without the written permission of the Commissioner (GST / State Tax) or its authorized representative.
38. The selected bidder shall make the arrangements at his own cost for keeping all eatables in glass cover show cases to protect from flies, insects, dust and other environmental factors.
39. No responsibility will be taken by the Department of Trade & Taxes for credit sale losses or pilferage.
40. The selected bidder shall sell & serve only such items as approved by the Department of Trade & Taxes.
41. The **Department of Trade & Taxes** shall in no case be responsible for any accident; loss or damage to the staff employed or articles, equipment etc. used by the selected bidder.
42. Selected bidder, in no case, will use unbranded/unhygienic eatable items. If found so, suitable penalties shall be imposed and contract will be cancelled.
43. Selected bidder must be registered with appropriate Govt. Agencies / Civic Authorities mandated as per rules and nature of his business and must have all necessary relevant licenses and certificates. Tax liabilities, if any, will be borne entirely by the selected bidder.
44. The selected bidder will have to get his/her establishment inspected by Health Department, MCD and a certificate has to be obtained from them within a period of 30 days from the award of the contract, if it is required under any law or order of Government or Local Authority.
45. The selected bidder will have to follow the environmental norms fixed by Delhi Pollution Control Committee (DPCC).
46. The Commissioner (GST / State Tax) shall have the right to review the performance of the contract from time to time. If at any time, it is found that the selected bidder has failed to fulfill any of the conditions of this contract or that his working is unsatisfactory, the contract will be terminated.
47. The selected bidder shall maintain a suggestion book for recording of suggestions of the visitors and staff. Such suggestions must be forthwith acted upon with the approval of Commissioner (GST/State Tax). The suggestion book must be freely accessible to record suggestions/ complaints etc. The suggestion book should be kept open for inspection of the Commissioner (GST/State Tax) or authorized officer.
48. The Commissioner (GST/State Tax) shall not in any way liable in respect of any claim made by any servant for wages or damages and the selected bidder shall keep the Commissioner (GST / State Tax) indemnified.
49. **RATES/REVISION OF RATES**
 - (i) The rates of various food/ beverage items (inclusive of all taxes) shall be those which is quoted by successful bidder and approved by the department and as mentioned in Agreement entered into. These rates shall remain firm and final and shall not be subject to any upward modifications, on any account, whatsoever, during the period of the Contract.

(ii) However, any change in the rates can be considered only in exceptional circumstances by the duly constituted Canteen Committee of Department of the Trade & Taxes. The decision of the Committee regarding rates of various items shall be final and binding on the contractor.

(iii) In case of extension of contract (after one year), change in the rates may be considered by the duly constituted Canteen Committee of the department and decision of Committee shall be final and binding.

50. If, the department wants to add any new item(s) which is/are not available in Schedule of items, the same may be added with the approval of Canteen Committee of the department and rate(s) of the same will also be fixed by the Canteen Committee.

DEPLOYMENT OF STAFF

51. The selected bidder shall have to deploy at least one Manager / Supervisor as overall Incharge, adequate number of trained cooks, waiters and supporting staff for providing good canteen services in Department of Trade & Taxes. The employees of the selected bidder should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases. The employees of the caterer handling food / beverages should use proper apron / gloves / caps while on duty to maintain utmost hygiene and they should also be civilized, polite, sober and honest in their dealings with the officers / officials of Department of Trade & Taxes, Visitors and Guests. The selected bidder shall also employ only those workers whose antecedents have been verified by the Police and are medically fit in all respects.
52. If, number of staff is found insufficient by the department, the selected bidder will be asked to provide sufficient number of staff and the selected bidder will have to provide the same within 48 hours.
53. Employment of child labour is strictly prohibited under the law. Therefore, the Caterer should not employ any child labour.
54. The selected bidder shall ensure proper discipline amongst his/ her workers and further ensure that they do not indulge in any unlawful activity.
55. The canteen staff must be issued Identity Cards bearing photographs by the selected bidder. The selected bidder shall provide sufficient sets of Uniforms and pair of shoes to his employees and shall ensure that they wear the same at all times during duty hours and maintain them properly.
56. The selected bidder shall keep and maintain the Canteen and its surrounding areas clean and ensure up-to-date sanitation every day, after the services are over, at his own cost. The cleaning includes cleaning of kitchen, canteen hall, floor, counter, benches, tables, chairs, etc. The Department will have 24 hour access to inspect the canteen premises at any time for ensuring the cleanliness and hygienic conditions of the canteen's kitchen and dining hall and store premises. The Department of Trade & Taxes reserves the right to appoint officers/ officials to inspect the quality of raw material, food and other items prepared and sold in the canteen. Any defect(s) pointed out by such officers/ officials during their visits shall be properly attended to by the selected bidder.
57. The selected bidder will use only branded raw material for preparation of items. The permissible brands of various items are given in **Appendix 'A'**.

58. Uses of polythene, items made of plastic or any prohibited items are not allowed. Selected bidder is not allowed to display any kind of advertisement /promotions of any company in the canteen premises.
59. Storing & Supply/ Sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the canteen of Department of Trade & Taxes. Any breach of such restrictions by the selected bidder or his/ her staff will attract deterrent action against the selected bidder and/ or his/ her staff as per statutory norms.
60. The selected bidder shall not stock any inflammable or otherwise dangerous material, goods, narcotics or drugs in any part of the allotted space which are fire and health hazard to the property of guests/ visitors/ personnel of Department of Trade & Taxes.
61. The selected bidder shall not stock/ display/ exhibit any books/ magazine/ newspapers/ periodicals containing idols or other articles which are repugnant to moral or indecent and immoral/ improper or otherwise objectionable in character.
62. The selected bidder shall install his/her electronic fly-kill/ insect repellent equipment, emergency lighting/ gas and fuel supply at his own cost.
63. No minimum guarantee shall be given by the Department of Trade & Taxes to the selected bidder towards consumption of food items. He/ She is advised to maintain the highest quality at the minimum possible prices so as to attract the maximum number of officials/ visitors to avail the canteen services.
64. The selected bidder shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.
65. **LIQUIDATED DAMAGES**

The selected bidder shall take care and ensure that while carrying out the work, no fittings, fixtures, furnishings etc. provided by the Department of Trade & Taxes is damaged. If any damages done to the same or any other property, it will have to be repaired / replaced by the selected bidder at his own cost, failing which the same will be got done by Department of Trade & Taxes at the selected bidder's risk and cost. In this regard, the decision of the Commissioner (GST/State Tax) shall be final and binding on the selected bidder. In such case, the recovery on account of risk and cost, the selected bidder will have to pay the same or will be recovered from due payment of selected bidder or in case no payment is due, the same shall be recovered from the Performance Security deposited by the selected bidder.
66. Though a list of permissible brands of consumables has been indicated but it shall be the sole responsibility of selected bidder that the consumable items used is branded and should have registration from Food Processing Organization (FPO) / Food Safety and Standards Authority of India (FSSAI).
67. The selected bidder shall ensure that only vegetarian cooking is allowed.
68. Commissioner (GST/State Tax) or his authorized representatives may at any time enter the kitchen area allotted to the selected bidder for the purpose of this contract and take away samples of raw material, semi-prepared or fully prepared eatable items free of cost for the purpose of inspection, trial or analysis and the decision of the authorities of the Department of Trade & Taxes with regard to the desirability or quality of the food articles offered for consumption shall be final. The department has the right to send the sample of any item to Government approved laboratory for testing. If any item of the menu/provision

of food is found to be defective or not fit for use/consumption, the Department of Trade & Taxes may either - (i) issue warning; and / or (ii) get the said raw material/ items destroyed and ask the selected bidder to purchase fresh stocks, without any payment of compensation to the selected bidder.

69. The selected bidder shall not make any permanent additions or alterations in the premises allotted to him for providing canteen services.
70. In the event of, Department of Trade & Taxes, Health Department or any other Government/ Statutory authorities taking samples of raw material used by the selected bidder and those samples are not found fit/ up to the mark for human consumption, the selected bidder shall be fully responsible for any penalty imposed or legal recourse taken by such authorities.
71. The selected bidder shall use milk and dairy products from either Delhi Milk Scheme (DMS) or Mother Dairy or Amul or Dairy Milk. In case he is unable to maintain supplies of Delhi Milk Scheme (DMS) or Mother Dairy or Amul or Dairy Milk for any reasons, he should arrange to procure from other sources supplying good quality milk and dairy products. The security deposit to Delhi Milk Scheme (DMS) or Mother Dairy or Amul or Dairy Milk if any, will be paid by the selected bidder himself.
72. REMOVAL AND REPLACEMENT OF EMPLOYEE OF THE SELECTED BIDDER

If the Department of Trade & Taxes finds that any of the employees deployed by the selected bidder for the canteen/ catering services has (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the employee of the selected bidder, then the selected bidder will have to provide, as a replacement, a person acceptable to the Department of Trade & Taxes. In such an event, the Department of Trade & Taxes shall not in any way be liable for any claim made by the concerned employee of the selected bidder for wages or damages and the selected bidder shall keep the authorities of Department of Trade & Taxes indemnified.
73. The selected bidder shall be responsible for making available the medical facilities etc. to his staffs/ employees and visitor as per statutory rules in force from time to time. Department of Trade & Taxes shall not be responsible for the same in any manner.
74. The selected bidder will be responsible for running the canteen as per the applicable rules and ensure the compliance of the provisions of various statutory Act and Rules such as Minimum Wage Act, ESI/ EPF etc., and other relevant statutes including Labour Laws, Municipal Rules and Regulations relating to the canteen in force from time to time, during the currency of the Contract. The selected bidder shall obtain the necessary license to run the canteen from the concerned Municipal/ Government Authority.
75. That the provision of space for operating canteen to the selected bidder is purely temporary and the same shall be treated as a bare license, which can be revoked at any time without assigning any reason, and in the event of revocation of license on account of breach of any of the terms and conditions of the Contract, the selected bidder shall be bound to vacate the premises/ canteen within a week of the notice of revocation of the license. The damage charges shall be paid by the bidder incase of unauthorized occupation of canteen premises.
76. In case of the closure of the area for renovation/ repair undertaken by the Department of Trade & Taxes, no License fee will be charged for this period as there will be no Canteen/ Catering services during that period, resulting into no earnings to the bidder . However, no further compensation would be given on this account.

77. The selected bidder shall provide and maintain First Aid box for rendering first aid to his catering staff in the Canteen of Department of Trade & Taxes and shall provide training to the concerned catering supervisory staff from the medical authorities. The selected bidder shall ensure that requisite certificates in this regard are available with the Catering Manager.
78. If any kind of mishappening happens in canteen and any staff deployed by selected bidder or any visitor (who is present in canteen at the time of mishappening) injured, selected bidder will be fully responsible for all kinds of losses & damages and compensation.
78. CONFIDENTIALITY
 - (a) The selected bidder shall ensure that its personnel shall not at any time divulge or make known any trust, accounts matter or transaction undertaken or handled by the Department and shall not disclose any information about the affairs of Department.
 - (b) The selected bidder shall not, either during the terms or after expiry of this contract disclose any proprietary or confidential information related to the services/contract and/or Department business/ operations, information, application/software, hardware, business data, designs and other information/ document without the prior written consent of the Department.
 - (c) The selected bidder shall be liable to fully compensate the Department for any loss of revenue arising from breach of confidentiality. The Department reserves the right to adopt legal proceedings, civil or criminal against the Bidder in relation to the dispute arising out of breach of obligation by the Bidder under the clause.
 - (d) Any liability arising out of any litigation (including those in consumer courts) due to any act of Contractor's personnel shall be directly borne by the Contractor including all expenses/fines. The Contractor's personnel shall attend the court as and when required.
79. FORCE MAJEURE:
 - (a) If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of nature/God etc. which may prevent either party to discharge their obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall, by reason of such event, be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any or seven days, whichever is more, either party may at its option shall terminate the contract.
 - (b) The selected bidder shall have his own establishment/setup/mechanism, etc. at his own cost to ensure correct and satisfactory performance of his responsibilities under the contract.
80. CORRUPT PRACTICE

During the course of contract, if any of the personnel deployed by the selected bidder is found to be indulging in any corrupt practices causing any loss of reputation or otherwise to the Department, the Department shall be entitled to terminate the contract by forfeiting the Contractor's Performance Security and firm may be blacklisted and debarred for three years from participating in any tender of any department.
81. MALPRACTICES AGAINST PERSONNEL

The selected bidder shall not unlawfully exploit the personnel deployed by him in any manner or recover from them any amounts not due to the selected bidder. In the event that the selected bidder indulges in any malpractice in respect of the personnel deployed by him, the selected bidder shall be deemed to be in breach of the agreement and contract will be terminated accordingly.

82. CLAIM SETTLEMENT

Any liability arising out of any litigation (including those in consumer courts) due to any act of the personnel of the selected bidder, shall be directly borne by the selected bidder including all expenses/fines. The Department shall not be responsible for any liability that arises out of any payments not made under the Labour Laws or any other laws. The Contractor shall indemnify the department in this regard.

83. SUB -CONTRACT DISALLOWED

The selected bidder shall not engage any sub-contractor or transfer the contract to any other person in any manner.

84. INDEMNITY

The selected bidder shall indemnify and hold the Department harmless from damages, losses and expenses arising out of services under the contract provided by the selected bidder.

85. UNION ACTIVITIES

The personnel deployed / engaged by the selected bidder shall not take part in any staff union and association activities while on duty in the premises of the Department.

86. CONTRACTUAL RELATIONSHIP / RESIDENCE

- (a) The Department shall not be under any obligation for providing employment to any of the worker of the selected bidder at any time. Further, as the contract is primarily for providing canteen services, hence, any relationship of employer-employee that exists will be between the selected bidder and the personnel engaged by him.
- (b) The Department shall not be responsible for providing residential Accommodation or such other facilities to any of the employees of the selected bidder and no employee of the selected bidder will be allowed to stay in premises of the department after 07.30 P.M. .

87. TAX/ STATUTORY OBLIGATION OF THE CONTRACTOR

The provision of Income Tax, GST and all other applicable Acts shall be honored by the Department as well as bidder.

88. DISPUTE RESOLUTION:

- (a) Any dispute and/or difference arising out, relating to this contract, will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, the matter will be referred for adjudication to a sole Arbitrator to be appointed by the Lt. Governor, Delhi.
- (b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time.
- (c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and if the period of contract is still valid, neither

party shall be entitled to suspend the service to which the dispute relates on account of the arbitration and payment to the Contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held in Delhi only.

89. JURISDICTION OF COURT

The Courts in Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

90. Corrigendum, if any, will be published on e-procurement portal only.

ASSTT. COMMISSIONER(FM)

ANNEXURE-I

GOVT. OF NCT OF DELHI
DEPARTMENT OF TRADE & TAXES
FM BRANCH ROOM NO.1005, 10th FLOOR,
VYAPAR BHAWAN, I.P. ESTATE, NEW DELHI-110002
Ph. No. 011-23317757

TENDER FORM

Subject: Tender for the work of Operating a canteen in the Department of Trade & Taxes, GNCT of Delhi.

1	Name of firm / agency	
2	Corresponding address of the firm / agency	_____
3	Telephone and mobile No. of the firm/ agency	_____
4	Registration No. of the Firm/ Agency under Company Act (if applicable).	_____
5	Name, Designation, Address and Telephone No. of Authorized person of Firm/ Agency to deal with.	_____ _____
6	Please specify as to whether Tenderer is sole proprietor or Partnership firm or company. Name and Address and Telephone No. of proprietor /Directors/partners should specified.	_____ _____ _____
7	Aadhar No.(s) Proprietor / Partners / Directors.	
7	PAN NO. issued by Income Tax Department.	_____ _____
8	GST No.	
9	Details of EMD.:	
(a)	Amount: Rs. _____	(Rupees in words _____)
(b)	FDR No. or DD No. or Bank Guarantee in favor of Commissioner (Trade & Taxes)	_____
(c.)	Date of issue	_____
(d)	Name of issuing bank:	_____
10	Declaration by the bidder: This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.	

(Signature of the bidder)
Name of the bidder (with seal)

ANNEXURE-II

GOVT. OF NCT OF DELHI
DEPARTMENT OF TRADE & TAXES
FM BRANCH ROOM NO.1005, 10th FLOOR,
VYAPAR BHAWAN, I.P. ESTATE, NEW DELHI-110002
Ph. No. 011-23317757

PERFORMA FOR TECHNICAL BID

Subject: Tender for the work of Operating a canteen in the Department of Trade & Taxes, GNCT of Delhi .

1. Name of the firm :
2. Address :
3. Name & Address of Prop./ :

Partner/Authorized signatory

(in case of Pvt./ Public Ltd. Company)

S. No.	Name of desired Documents	Whether copy of desired certificate/documents are enclosed	Enclosed at Page No.
1	E.M.D. (in original) Amounting to Rs.50,000/- in favour of "Commissioner, Trade and Taxes, New Delhi"	<u>Yes/ No</u>	
2	Trading Account & Balance Sheet showing Annual Average Turn Over of at least Rs.20,00,000/- for last three financial year i.e. for the year : 2014-15 2015-16 2016-17 The bidder should upload copy of Trading Account and Balance Sheet as well as certificate of Chartered Accountant, if the Trading Account and Balance Sheet are not audited. (Please see condition no. 12 B)	<u>Yes/ No</u> <u>Yes/ No</u> <u>Yes/ No</u>	
3	The bidder should have at least three years experience of running canteen in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local	<u>Yes/ No</u>	

	Bodies/Municipalities or Private Companies or Universities or Colleges etc . In support of the experience(s), the bidder shall have to upload Satisfactory Performance Certificate issued by concerned organization. (Please see condition no. 12 C)		
4	Self attested copy of Aadhar No.(s) of Proprietor / Partners / Directors of the bidder.	<u>Yes/ No</u>	
5	Self attested copy of PAN Card of the firm / agency issued under Income-Tax Act.	Yes/No	
6	Self attested copy of GST No. of the firm / agency.	<u>Yes/ No</u>	
7	Signed copy of Annexure-IV (Undertaking) regarding payment of monthly License Fee.	<u>Yes/No</u>	
8	Dully filled and signed copy of Annexure-I(Tender Form)	<u>Yes/No</u>	
9	Dully filled and signed copy of Annexure-II (Technical Bid Performa)	<u>Yes/ No</u>	
10	Self attested copy of certificate of incorporation of registration issued under Indian Company Act (in case of company).	<u>Yes/ No</u>	
11	Signed copy of Annexure-VI (undertaking regarding non blacklisting).	<u>Yes/ No</u>	
12	Duly signed copy of Power of Attorney in case of partnership firm or company in Annexure-VII.	<u>Yes/ No</u>	

.....

(Signature of the bidder)
Name of the bidder (with seal)

Annexure-III

GOVT. OF NCT OF DELHI
DEPARTMENT OF TRADE & TAXES
FM BRANCH ROOM NO.1005, 10th FLOOR,
VYAPAR BHAWAN, I.P. ESTATE, NEW DELHI-110002
Ph. No. 011-23317757

FINANCIAL BID / LIST OF ITEMS TO BE PROVIDED IN THE CANTEEN.FINANCIAL BID / SCHEDULE OF ITEMS / QUANTITIES**1. Beverages - Tea/ Coffee/ Cold Drinks/ Mineral Water/ Soup**

S. No.	Item	Weight	Rate (Inclusive of all Taxes/ Levies) (in Rs.)
1	Hot Tea	125 ml	
2	Hot Coffee	125 ml	
3	Flavored Tea (Ginger/ Lemon/ Cardamom)	125 ml	
4	Fresh Lime Water	200 ml	
5	Fresh Lime Soda	200 ml	
6	Tomato Soup	200 ml	
7	Vegetarian Sweet Corn Soup	200 ml	
8	Mineral Water (Any brand, size/ weight)	--	On M.R.P.
9	Cold Drinks (Any brand, size/weight)	--	On M.R.P.
10	Mix Fruit Juice (Packed)	--	On M.R.P.

2. Snacks

S. No.	Item	Weight	Rate (Inclusive of all Taxes/ Levies) (in Rs.)
11	Samosa	80 grams	
12	Aloo Bonda	100 grams	
13	Bread Pakora	100 grams	
14	Kachori (2) with Aloo Subzi	125 grams	
15	Veg. Pakora	100 grams	
16	Aloo Parantha with Curd (2 Paranthas + Curd)	Paranthas {100 grams (each) & Curd (100 grams)}	
17	Aloo Poori (Vegetable + 5 Pooris + Pickle)	Poori (30 grams each) Vegetable 100 grams	
18	Vegetarian Sandwich Delight Plain/ Grilled	--	

19	Biscuits – All good quality biscuits	--	On M.R.P.
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3. South Indian Snacks

S. No.	Item	Weight	Rate (Inclusive of all Taxes/ Levies) (in Rs.)
20	Plain Dosa with Sambhar and Chutney	Plain Dosa (50 gms), Sambar & Chutney (100 gms)	
21	Masala Dosa with Sambhar and Chutney	Masala Dosa (100 gms), Sambar & Chutney (100 gms)	
22	Paneer Dosa with Sambhar and Chutney	Paneer Dosa (100 gms), Sambar & Chutney (100 gms)	
23	Idli (two pieces) with Sambhar and Coconut Chutney	Idli (50gms (each)), Sambar & Chutney (100 gms)	
24	Vada (two pieces) with Sambhar and \ Coconut Chutney	Vada (50gms (each)), Sambar & Chutney (100 gms)	
25	Plain Uttapam with Sambhar and Coconut Chutney	Plain Uttapam (100gms) Sambar & Chutney (100 gms)	
26	Onion Uttapam with Sambhar and Coconut Chutney	Onion Uttapam (200gms) Sambar & Chutney (100 gms)	
27	Mix Uttapam with Sambhar and Coconut Chutney	Mix Uttapam (200gms) Sambar & Chutney (100 gms)	

4. Lunch

S. No.	Item	Weight	Rate (Inclusive of all Taxes/ Levies) (in Rs.)
28	Dal Makhani	200 gms	
29	Yellow Dal Arhar	200 gms	
30	Seasonal Vegetable	200 gms	
31	Shahi Paneer	200 gms	
32	Chana Masala	200 gms	
33	Kadi Pakora	200 gms	
34	Rajma Curry Masala	200 gms	
35	Steamed Plain Rice (Basmati)	200 gms	
36	Vegetarian Biryani	200 gms	
37	Raita (Plain/ Aloo)	100 gms	
38	Tawa Parantha	100 gms	
39	Stuffed Parantha (Aloo, Onion, & Paneer)	150 gms	
40	Tandoori Parantha/ Naan	150 gms	
41	Tandoori Roti	100 gms	
42	Tawa Roti	50 gms	

5. Eco Meal Combo

S. No.	Item	Weight	Rate (Inclusive of all Taxes/ Levies) (in Rs.)
43	Curry pakora with rice	Rice (100 gms) & Curry Pakoda (200 ml)	
44	Rajma with rice.	Rice (100 gms) & Rajma (200 gms)	
45	Chhola with rice	Rice (100 gms) & Chhola (200 gms)	
46	Chhole Bhature (2piece Bhature + chhole + Aaloo + pickles)	Bhature (150 gms each) & Chhole 200 (gms)	

47	Normal Thali (Dal, Subzi or Dry Subzi, Rice and 2 Chapati).	Dal (100 gms), Subzi (100 gms), Rice (100 gms) & Chapati (50 gms each)	
48	Deluxe Thali (Dal, Paneer Subzi, Dry Subzi, Vegetable Pulao, Raita, Parantha (2), Pappar, Sweet and Salad)	Dal (100 gms), Paneer Subzi (100 gms), Dry Subzi (100 gms), Vegetable Pulao (100 gms), Raita (100 gms) & Parantha (150 gms each)	
49	Curd (Amul / Mother Dairy / DMS)	--	On M.R.P.

6. **Buffet Meal**

- Note: 1. Use of Bone China Crockery only must be ensured
 2. Availability of adequate no. of Stewards/ Waiters must be ensured
 3. Proper Buffet set-up must be ensured

Item Description		Rate (Inclusive of all Taxes/ Levies) (in Rs.)
50.	Buffet (Vegetarian) comprising of following items:	
(i)	Vegetarian soup (200 ml) (Tomato or Sweet corn etc.)	
(ii)	Salad (100 gms) (Cucumber, Onion, Tomato, Carrot)	
(iii)	Pickle (one type – Mixed)	
(iv)	Vegetarian Main Course (3 items out of Dal Makhani(100gms)/ Yellow Dal(100 gms), Shahi Paneer / Malai Kofta, Kadai Paneer / Chole, Matar Mushroom/ Palak-Corn / Methi Malai Matar / Matar Paneer, Sarson ka Sag / Aloo Gobhi / Mixed Vegetable/ Seasonal Vegetable	
(v)	Basmati Rice (100 gms) (one type)	
(vi)	2 piece of Bread (Naan / Roti / Paratha) (50 gms each)	
(vii)	Raita / Dahi Bhalla (100 ml.)	
(viii)	Sweets (Two types out of Moong Dal Halwa, Kheer Kesaria, Ras Malai, Gulab Jamun) & Ice Cream	
(ix)	Tea/ Coffee	
(x)	Mineral Water Bottles	

7. **Refreshment for official conference / meeting**

S.No.	Item Description	Rate (Inclusive of all Taxes/ Levies) (in Rs.)
51	Refreshment comprising of following items:	
A	1. Tea / coffee. 2. Biscuits Sweet & Salted.	
B	1. Tea / coffee. 2. Biscuits Sweet & Salted. 3. Wafers.	
C	1. Tea / coffee. 2. Biscuits Sweet & Salted. 3. Samosa. 4. Gulab Jamun / Balushahi / Barfi (any one).	
D	1. Tea / coffee. 2. Wafers 3. Biscuits Sweet & Salted. 4. Samosa. 5. Cream sandwich / butter (any one) 6. Gulab Jamun / Balushahi / Barfi (any one).	
	Total =	

Note:

- (1) Bidders are not required to quote the rates of those items against which “On M.R.P.” is mentioned and they will sell the packed items on M.R.P.
- (2) (i) The Financial Bids of only those bidders shall be opened who are found technically qualified. **The contract will be awarded to the bidder whose quoted Grand Total Amount of rates of items (inclusive of all taxes & levies / cess) as mentioned in the Financial Bid (Annexure-III) is found the lowest, justified and who is found eligible & qualified to provide the canteen service satisfactorily as per the terms and conditions of the tender document.**

(ii) The bidder should quote rates against all items mentioned in Annexure-III and no column should be left blank. The Financial Bid shall not be considered and straightway rejected, in case, rate against any item is not quoted and left blank or quoted rate is “0” (Zero) or “Nil” or “less than one rupee.”

Annexure-IV

Undertaking for payment of the License Fee for running the canteen for One year in Department of Trade & Taxes Vyapar Bhawan, I.P. Estate, New Delhi

I, _____ (bidder) undertake to pay Rs.100/- (Rupees One hundred only) per month as License Fee for running canteen in Department of Trade and Taxes. I also undertake that I will deposit License Fee in advance for each month during last week of previous month. I also undertake that rate-list of items and the terms & conditions as given in the tender document are fully acceptable to me. I also undertake that neither I nor any of my relative are employee in Department of Trade and Taxes.

Signature of the bidder _____

Name of the bidder _____

Address of the bidder _____

Seal of bidder -----

Annexure-VAGREEMENT

Subject : Contract for Operating a canteen in the Department of Trade & Taxes, GNCT of Delhi.

This agreement is made at New Delhi on day of 2017 for a period of **one year** from the date of award of contract between the President of India, represented by -----, Department of Trade & Taxes, GNCT of Delhi herein after referred to as “First party” which expression shall unless excluded by or repugnant to the context be deemed to include his/her successor in office and assigns on the first party

And

M/s_____ through its Partner/Director.....which expression shall unless excluded by or repugnant to the context shall include his representative administrator, executives and assign on the second party.

WHEREAS, The Department of Trade & Taxes, GNCT of Delhi requires the service to open and operate a canteen in the building of the Department.

WHEREAS, the Department Trade & Taxes, Govt. of NCT of Delhi had invited bids from eligible suppliers through e-procurement system of Delhi Government to run canteen in the building of Department of Trade & Taxes, GNCT of Delhi.

AND WHEREAS , M/s._____ has agreed to open and operate a canteen in the Department of Trade & Taxes, GNCT of Delhi with the Terms & Conditions mentioned in tender document and sell the items mentioned below at the approved rates for a period of **one year** from the date of award of contract.

SCHEDULE OF RATES :

7. Beverages - Tea/ Coffee/ Cold Drinks/ Mineral Water/ Soup

S. No.	Item	Weight	Rate (Inclusive of all Taxes/ Levies) (in Rs.)
1	Hot Tea	125 ml	
2	Hot Coffee	125 ml	
3	Flavored Tea (Ginger/ Lemon/ Cardamom)	125 ml	
4	Fresh Lime Water	200 ml	
5	Fresh Lime Soda	200 ml	
6	Tomato Soup	200 ml	
7	Vegetarian Sweet Corn Soup	200 ml	

8	Mineral Water (Any brand, size/ weight)	--	On M.R.P.
9	Cold Drinks (Any brand, size/weight)	--	On M.R.P.
10	Mix Fruit Juice (Packed)	--	On M.R.P.

8. Snacks

S. No.	Item	Weight	Rate (Inclusive of all Taxes/ Levies) (in Rs.)
11	Samosa	80 grams	
12	Aloo Bonda	100 grams	
13	Bread Pakora	100 grams	
14	Kachori (2) with Aloo Subzi	125 grams	
15	Veg. Pakora	100 grams	
16	Aloo Parantha with Curd (2 Paranthas + Curd)	Paranthas {100 grams (each) & Curd (100 grams)}	
17	Aloo Poori (Vegetable + 5 Pooris + Pickle)	Poori (30 grams each) Vegetable 100 grams	
18	Vegetarian Sandwich Delight Plain/ Grilled	--	
19	Biscuits – All good quality biscuits	--	On M.R.P.

9. South Indian Snacks

S. No.	Item	Weight	Rate (Inclusive of all Taxes/ Levies) (in Rs.)
20	Plain Dosa with Sambhar and Chutney	Plain Dosa (50 gms), Sambar & Chutney (100 gms)	
21	Masala Dosa with Sambhar and Chutney	Masala Dosa (100 gms), Sambar & Chutney (100 gms)	
22	Paneer Dosa with Sambhar and Chutney	Paneer Dosa (100 gms), Sambar & Chutney (100 gms)	
23	Idli (two pieces) with Sambhar and Coconut Chutney	Idli (50gms (each)), Sambar & Chutney (100 gms)	
24	Vada (two pieces) with Sambhar and \ Coconut Chutney	Vada (50gms (each)), Sambar & Chutney (100 gms)	
25	Plain Uttapam with Sambhar and Coconut Chutney	Plain Uttapam (100gms) Sambar & Chutney (100 gms)	
26	Onion Uttapam with Sambhar and Coconut Chutney	Onion Uttapam (200gms) Sambar & Chutney (100 gms)	
27	Mix Uttapam with Sambhar and Coconut Chutney	Mix Uttapam (200gms) Sambar & Chutney (100 gms)	

10. Lunch

S. No.	Item	Weight	Rate (Inclusive of all Taxes/ Levies) (in Rs.)
28	Dal Makhani	200 gms	
29	Yellow Dal Arhar	200 gms	
30	Seasonal Vegetable	200 gms	
31	Shahi Paneer	200 gms	
32	Chana Masala	200 gms	
33	Kadi Pakora	200 gms	
34	Rajma Curry Masala	200 gms	
35	Steamed Plain Rice (Basmati)	200 gms	
36	Vegetarian Biryani	200 gms	
37	Raita (Plain/ Aloo)	100 gms	
38	Tawa Parantha	100 gms	
39	Stuffed Parantha (Aloo, Onion, & Paneer)	150 gms	
40	Tandoori Parantha/ Naan	150 gms	
41	Tandoori Roti	100 gms	
42	Tawa Roti	50 gms	

11. Eco Meal Combo

S. No.	Item	Weight	Rate (Inclusive of all Taxes/ Levies) (in Rs.)
43	Curry pakora with rice	Rice (100 gms) & Curry Pakoda (200 ml)	
44	Rajma with rice.	Rice (100 gms) & Rajma (200 gms)	
45	Chhola with rice	Rice (100 gms) & Chola (200 gms)	
46	Chhole Bhature (2piece Bhature + chhole + Aaloo + pickles)	Bhature (150 gms each) & Chhole 200 (gms)	
47	Normal Thali (Dal, Subzi or Dry Subzi, Rice and 2 Chapati).	Dal (100 gms), Subzi (100 gms), Rice (100 gms) & Chapati (50 gms each))	
48	Deluxe Thali (Dal, Paneer Subzi, Dry Subzi, Vegetable Pulao, Raita, Parantha (2), Pappar, Sweet and Salad)	Dal (100 gms), Paneer Subzi (100 gms), Dry Subzi (100 gms), Vegetable Pulao (100 gms), Raita (100 gms) & Parantha (150 gms each)	
49	Curd (Amul / Mother Dairy / DMS)	--	On M.R.P.

12. Buffet Meal

- Note: 1. Use of Bone China Crockery only must be ensured
 2. Availability of adequate no. of Stewards/ Waiters must be ensured
 3. Proper Buffet set-up must be ensured

Item Description	Rate (Inclusive of all Taxes/ Levies) (in Rs.)
50. Buffet (Vegetarian) comprising of following items:	
(xi) Vegetarian soup (200 ml) (Tomato or Sweet corn etc.)	
(xii) Salad (100 gms) (Cucumber, Onion, Tomato, Carrot)	
(xiii) Pickle (one type – Mixed)	
(xiv) Vegetarian Main Course (3 items out of Dal Makhani(100gms)/ Yellow Dal(100 gms), Shahi Paneer / Malai Kofta, Kadai Paneer / Chole, Matar Mushroom/ Palak-Corn / Methi Malai Matar / Matar Paneer, Sarson ka Sag / Aloo Gobhi / Mixed Vegetable/ Seasonal Vegetable	
(xv) Basmati Rice (100 gms) (one type)	
(xvi) 2 piece of Bread (Naan / Roti / Paratha) (50 gms each)	
(xvii) Raita / Dahi Bhalla (100 ml.)	
(xviii) Sweets (Two types out of Moong Dal Halwa, Kheer Kesaria, Ras Malai, Gulab Jamun) & Ice Cream	
(xix) Tea/ Coffee	
(xx) Mineral Water Bottles	

7. Refreshment for official conference / meeting

S.No.	Item Description	Rate (Inclusive of all Taxes/ Levies) (in Rs.)
51	Refreshment comprising of following items:	
A	3. Tea / coffee. 4. Biscuits Sweet & Salted.	
B	4. Tea / coffee. 5. Biscuits Sweet & Salted. 6. Wafers.	
C	5. Tea / coffee. 6. Biscuits Sweet & Salted. 7. Samosa. 8. Gulab Jamun / Balushahi / Barfi (any one).	
D	7. Tea / coffee. 8. Wafers 9. Biscuits Sweet & Salted. 10. Samosa. 11. Cream sandwich / butter (any one) 12. Gulab Jamun / Balushahi / Barfi (any one).	
	Total =	

Note:

- (1) Bidders are not required to quote the rates of those items against which “On M.R.P.” mentioned and they will sell the packed items on M.R.P.
- (2) (i) The Financial Bids of only those bidders shall be opened who are found technically qualified. **The contract will be awarded to the bidder whose quoted Grand Total Amount of rates of items (inclusive of all taxes & levies / cess) as mentioned in the Financial Bid (Annexure-III) is found the lowest, justified and who is found eligible & qualified to provide the canteen service satisfactorily as per the terms and conditions of the tender document.**
- (ii) The bidder should quote rates against all items mentioned in Annexure-III and no column should be left blank. The Financial Bid shall not be considered and straightway rejected, in case, rate against any item is not quoted and left blank or quoted rate is “0” (Zero) or “Nil” or “less than one rupee.”

SCHEDULE OF THE AGREEMENT

This Agreement shall be valid for a period of **One year** from the date of award of contract and may be extended for further **one year** in accordance with the Terms & Conditions of the Tender Document.

SCOPE OF SERVICES :

1. Department of Trade & Taxes, GNCT of Delhi intends to engage an agency / caterer etc. to open and operate a canteen in the premises of the Department of Trade & Taxes, GNCT of Delhi. The canteen facility will be available to the Officers/ Staff of Department of Trade & Taxes, GNCT of Delhi, Advocates, Chartered Accountants, visitors and for service during the Meetings/ Conferences/Seminars/ Functions convened by the Department of Trade & Taxes conforming to the specifications of Food/ Beverage Items listed in “Annexure-III (Schedule of items/ Quantities).
2. The canteen of Department of Trade & Taxes, GNCT of Delhi is situated at Ground Floor of this department’s building having area of approximately 1210 square feet. The selected bidder shall have to open and operate the canteen as per terms & Conditions of tender document and directives of Department of Trade & Taxes, GNCT of Delhi and upto the satisfaction of the Department of Trade & Taxes, GNCT of Delhi.

TERMS AND CONDITIONS

1. The selected bidder will have to pay Rs.100/- (Rupees One hundred only) per month as License Fee in advance for each month during last week of previous month. In case of delay in payment of License Fee, interest @ 18% per annum will be paid by the bidder to the department. In case of non-payment of License Fee for a period of 3 months, the department has the right to terminate the contract by forfeiting the Performance Security and damage charges may be charged for unauthorized occupation.
2. The contractor should have at least one office located in Delhi or N.C.R.

3. AWARD OF CONTRACT:

- (A) After selection, Letter of Offer shall be issued by the department to the Selected Bidder and the Selected Bidder shall have to deposit Performance Security amounting to **Rs.2,00,000/- (Rupees Two lacs only)** along with acceptance letter and Agreement within 7 days from the date of issue of Letter of Offer by the Department. Performance Security must be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt and Bank Guarantee from a Commercial Bank in favour of **“Commissioner, Trade & Taxes, New Delhi”**. Performance Security must remain valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest shall be payable on this amount. The contract will be awarded only after depositing the Performance Security.

(Note:Bank Guarantee shall be accepted after verification from the issuing bank).

- (B) Letter of Award shall be issued after submission of Performance Security by Selected Bidder.

4. COMMENCEMENT OF ASSIGNMENT

The selected bidder shall have to open and commence the canteen services within 15 days from the date of issue of Award Letter or such other date as may be mutually agreed.

5. EXECUTION OF AGREEMENT

The selected bidder shall have to execute an Agreement on stamp paper of Rs.100/- (to be paid by the selected bidder) in the form specified in **Annexure-V** within 7 days from the date of issue of letter of Offer by the department. The Selected Bidder shall not be entitled to seek any deviation in the agreement.

6. ANTECEDENT VERIFICATION

Before actually deploying the personnel, the selected bidder shall inform the Department in writing that the antecedents of the personnel through whom the services will be rendered have been duly verified and further the copies of the police verification report will be submitted. The selected bidder shall also provide to the Department, curriculum vitae (CV) of the personnel to be deployed. The CV will contain such information as name, age, academic / professional qualification certificate, permanent/present residential address, marital status and next of kin, UIDAI number etc.

7. TERMINATION OF CONTRACT BY FORFEITING THE EMD / PERFORMANCE SECURITY

Commissioner (GST/State Tax) reserves the right to terminate the contract by forfeiting the E.M.D. / performance security deposited by the bidder and bidder may be blacklisted and debarred for three years from participating in any tender of any department in the following conditions:

- (i) If, the selected bidder fails to deposit the Performance Security or fails to commence the work or fails to execute the agreement within prescribed period mentioned in tender document.
- (ii) If, the selected bidder is found blacklisted on previous occasions by any of the Departments/ Institutions / Local Bodies / Municipalities / Public Sector Undertakings / Private Companies.
- (iii) At any stage, if, the performance of the selected bidder is found unsatisfactory.
- (iv) If, the selected bidder is found violating any terms & conditions of the tender document.
- (v) If, the selected bidder fails to fulfill his obligations of the contract.
- (vi) If, selected bidder is found to sell unapproved/unhygienic/low quality/ expired date items repeatedly.
- (vii) If, selected bidder is found to sell approved items on higher rates than the approved rates repeatedly.
- (viii) If, selected bidder is found using unapproved raw materials repeatedly.
- (ix) If, selected bidder is found using any banned items as per law.
- (x) If, selected bidder is found serving less quantity / weight of items than the approved quantity / weight repeatedly.
- (xi) If, the bidder fails to deposit License Fee as per terms & conditions of tender.

8. EXTENSION OF CONTRACT

- (a) The contract shall be awarded initially for a period of One year from the date of award of contract. The Department reserves the right to extend the validity of contract on the same rates and Terms & Conditions for a period of further One year from the date of expiry of contract or till award of new contract / new agency takes over work whichever is earlier at the discretion of the Department and on the basis of mutual acceptance of both parties.
- (b) If, the selected bidder intends to discontinue the services or does not want any further extension after the expiry of one year, the selected bidder shall notify the Department of its decision by way of a Notice at least 3(three) months prior to the date from which the contractor wants to discontinue or expiry of the contract. Upon issuance of such notice, the selected bidder shall continue to perform all its obligations hereunder until next three months or such reasonable time beyond the term of the contract within which, the Department shall appoint an alternative agency.

9. SPECIFICATIONS AND SCHEDULE OF RATES / QUANTITIES

The selected bidder shall have to serve good quality of food/ snacks/ tea/ coffee / refreshment / lunch etc. and which shall be prepared with permissible brand of consumables as listed in **Appendix A**. The selected bidder shall also have to maintain the weight and quality of each item as mentioned in “Annexure –III” (Schedule of items / Quantities).

10. Department will provide only space of approximately 1210 Square Feet to the selected bidder which is earmarked for operation of canteen (cooking and serving area both). The selected bidder will have to arrange his own furniture and kitchen equipments at his own cost. If, any temporary addition / alteration in the premise of the canteen is required by the selected bidder for smooth running the canteen, the same will be executed by him/her as per his/her requirement at his/her own cost.
11. The selected bidder shall use only commercial LPG gas for cooking purpose at his own cost.
12. The selected bidder will be provided electric and water facilities by the Department of Trade & Taxes and charges towards electricity and water will be paid by the caterer as per sub-meter installed in canteen.
13. Electric Sub-meter and Water sub-meter will be installed by caterer at his own cost.
14. The provisions of CGST, Delhi GST & IGST Act and concerned Rules, Notifications and Orders will be applicable upon the Department as well as the bidder.

15. TERMS OF PAYMENT

- (i) The payments to the selected bidder towards purchase of food / snacks / beverages from the canteen shall be made by the staff member (s)/ visitor (s) themselves and not by Department of Trade & Taxes. However, for the catering / canteen services provided by the selected bidder towards Official Event (s)/ Meeting (s)/ Seminar (s)/ Conference (s), the payment shall be made by the Department of Trade & Taxes.
- (ii) No advance payment shall be made to the selected bidder in case department places a requisition for supply of food /snacks /tea /coffee etc. and for the Official Event (s)/ Meeting (s)/ Seminar (s)/ Conference (s)/ Official Function (s). The payment for supplied items will be released after due processing, approval & sanction.

- (iii) In case, there is any query, objection, delay or dispute with regard to any bill or a part thereof, the selected bidder shall not be entitled to any interest to be paid by the Department of Trade & Taxes for late payment.
- (iv) All payments and receipts would be rounded off, i.e., paise 50 or above will be rounded off to the nearest higher rupee and paise less than 50 shall be ignored.
- (v) Income Tax shall be deducted at source against bills submitted by the selected bidder as per Income-Tax Act/ Rules in force from time to time.
- (vi) The payment shall be made after deduction of Statutory Taxes/ Duties through Crossed Cheque / NEFT (National Electronic Fund Transfer) for which the selected bidder has to submit requisite details of his/her Current Bank account.

16. Selected bidder will not be allowed to provide the catering services from the canteen to other offices / departments which are situated outside the premises of the department.

17. PENALTY

If, the Department of Trade & Taxes is not satisfied with the quality of eatables served, services provided or behavior of the bidder or his/her employees, the bidder shall be served a 24 hours' notice to improve or rectify the defects, failing which the Department shall impose the penalties on the bidder which will be as under:

S.No.	Description of deficiency	Amount of penalty (in Rs.)
1	Low quality / less weight / less quantity of item	Rs.500/- each instance.
2	Selling of unapproved item.	Rs.500/- each instance.
3	Selling of unhygienic item.	Rs.1000/- each instance.
4	Selling of expired date item.	Rs.5000/- each instance.
5	Selling approved items on higher rates than approved rates.	Rs.500/- each instance.
6	Using unbranded / unapproved raw material.	Rs.1000/- each instance.
7	Using any banned items as below.	Rs.1000/- each instance.
8	Misbehavior of canteen staff.	Rs.500/- each instance.
9	Failure of samples of eatable items.	Rs.5000/- each instance.
10	Any other default / deficiency.	Rs.500/- each instance.

If any penalty is imposed on selected bidder, the same shall be paid by the selected bidder to the department within 3 days failing which the same shall be recovered from the Performance Security deposited by the bidder.

- 18. Any person who is in Government service or an employee of the Department should not be made a partner of the selected bidder directly or indirectly in any manner whatsoever failing which appropriate action shall be taken by the department under relevant clauses of the contract as deemed fit against the selected bidder.
- 19. The selected bidder shall have to display the approved list of rates at the delivery counter as well as conspicuous places in the canteen.
- 20. The selected bidder shall keep the canteen open from 9:00 a.m. to 6.30 p.m. on all working days (Monday to Saturday) or / and on any holiday if desired by Commissioner, VAT/GST or authorized representative. Employees of selected bidder will be allowed to enter in the premises of this department's building at 8.00 a.m. onwards and will not be allowed to stay in department's premises beyond 7.30 p.m.

21. The canteen should not be closed on any working day of the Department of Trade & Taxes without the written permission of the Commissioner (GST/State Tax) or its authorized representative.
22. The selected bidder shall make the arrangements at his own cost for keeping all eatables in glass cover show cases to protect from flies, insects, dust and other environmental factors.
23. No responsibility will be taken by the Department of Trade & Taxes for credit sale losses or pilferage.
24. The selected bidder shall sell & serve only such items as approved by the Department of Trade & Taxes.
25. The **Department of Trade & Taxes** shall in no case be responsible for any accident; loss or damage to the staff employed or articles, equipment etc. used by the selected bidder.
26. Selected bidder, in no case, will use unbranded/unhygienic eatable items. If found so, suitable penalties shall be imposed and contract will be cancelled.
27. Selected bidder must be registered with appropriate Govt. Agencies / Civic Authorities mandated as per rules and nature of his business and must have all necessary relevant licenses and certificates. Tax liabilities, if any, will be borne entirely by the selected bidder.
28. The selected bidder will have to get his/her establishment inspected by Health Department, MCD and a certificate has to be obtained from them within a period of 30 days from the award of the contract, if it is required under any law or order of Government or Local Authority.
29. The selected bidder will have to follow the environmental norms fixed by Delhi Pollution Control Committee (DPCC).
30. The Commissioner, (GST / State Tax) shall have the right to review the performance of the contract from time to time. If at any time, it is found that the selected bidder has failed to fulfill any of the conditions of this contract or that his working is unsatisfactory, the contract will be terminated.
31. The selected bidder shall maintain a suggestion book for recording of suggestions of the visitors and staff. Such suggestions must be forthwith acted upon with the approval of Commissioner (GST/State Tax). The suggestion book must be freely accessible to record suggestions/ complaints etc. The suggestion book should be kept open for inspection of the Commissioner (GST/State Tax) or authorized officer.
32. The Commissioner (GST/State Tax) shall not in any way liable in respect of any claim made by any servant for wages or damages and the selected bidder shall keep the Commissioner (GST/State Tax) indemnified.
33. **RATES/REVISION OF RATES**
 - (j) The rates of various food/ beverage items shall be those which is quoted by successful bidder and approved by the department and as mentioned in Agreement entered into. These rates shall remain firm and final and shall not be subject to any upward modifications, on any account, whatsoever, during the period of the Contract.
 - (iv) However, any change in the rates can be considered only in exceptional circumstances by the duly constituted Canteen Committee of Department of the Trade & Taxes. The decision of the Committee regarding rates of various items shall be final and binding on the contractor.
 - (v) In case of extension of contract (after one year), change in the rates may be considered by the dully constituted Canteen Committee of the department and decision of committee would be final and binding

34. If, the department wants to add any new item(s) which is/are not available in Schedule of items, the same may be added with the approval of Canteen Committee of the department and rate(s) of the same will also be fixed by the Canteen Committee.

DEPLOYMENT OF STAFF

35. The selected bidder shall have to deploy at least one Manager / Supervisor as overall Incharge, adequate number of trained cooks, waiters and supporting staff for providing good canteen services in Department of Trade & Taxes. The employees of the selected bidder should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases. The employees of the caterer handling food / beverages should use proper apron / gloves / caps while on duty to maintain utmost hygiene and they should also be civilized, polite, sober and honest in their dealings with the officers / officials of Department of Trade & Taxes, Visitors and Guests. The selected bidder shall also employ only those workers whose antecedents have been verified by the Police and are medically fit in all respects.
36. If, number of staff is found insufficient by the department, the selected bidder will be asked to provide sufficient number of staff and the selected bidder will have to provide within 48 hours.
37. Employment of child labour is strictly prohibited under the law. Therefore, the Caterer will not employ any child labour.
38. The selected bidder shall ensure proper discipline amongst his/ her workers and further ensure that they do not indulge in any unlawful activity.
39. The canteen staff must be issued Identity Cards bearing photographs by the selected bidder. The selected bidder shall provide sufficient sets of Uniforms and pair of shoes to his employees and shall ensure that they wear them all times during duty hours and maintain them properly.
40. The selected bidder shall keep and maintain the Canteen and its surrounding areas clean and up-to-date sanitation every day, after the services are over, at his own cost. The cleaning includes cleaning of kitchen, canteen hall, floor, counter, benches, tables, chairs, etc. The Department will have 24 hour access to inspect the canteen premises at any time for ensuring the cleanliness and hygienic conditions of the canteen's kitchen and dining hall and store premises. The Department of Trade & Taxes reserves the right to appoint officers/ officials to inspect the quality of raw material, food and other items prepared and sold in the canteen. Any defect(s) pointed out by such officers/ officials during their visits shall be properly attended to by the selected bidder.
41. The selected bidder will use only branded raw material for preparation of items. The permissible brands of various items are given in **Appendix 'A'**.
42. Uses of polythene, items made of plastic or any prohibited items are not allowed. Selected bidder is not allowed to display any kind of advertisement /promotions of any company in the canteen premises.

43. Storing & Supply/ Sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the canteen of Department of Trade & Taxes. Any breach of such restrictions by the selected bidder or his/ her staff will attract deterrent action against the selected bidder and/ or his/ her staff as per statutory norms.
44. The selected bidder shall not stock any inflammable or otherwise dangerous material, goods, narcotics or drugs in any part of the allotted space which are fire and health hazard to the property of guests/ visitors/ personnel of Department of Trade & Taxes.
45. The selected bidder shall not stock/ display/ exhibit any books/ magazine/ newspapers/ periodicals containing idols or other articles which are repugnant to moral or indecent and immoral/ improper or otherwise objectionable in character.
46. The selected bidder shall install his/her electronic fly-kill/ insect repellent equipment, emergency lighting/ gas and fuel supply at his own cost.
47. No minimum guarantee shall be given by the Department of Trade & Taxes to the selected bidder towards consumption of food items. He/ She is advised to maintain the highest quality at the minimum possible prices so as to attract the maximum number of officials/ visitors to avail the canteen services.
48. The selected bidder shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.
49. **LIQUIDATED DAMAGES**

The selected bidder shall take care and ensure that while carrying out the work, no fittings, fixtures, furnishings etc. provided by the Department of Trade & Taxes is damaged. If any damages done to the same or any other property, it will have to be repaired / replaced by the selected bidder at his own cost, failing which the same will be got done by Department of Trade & Taxes at the selected bidder's risk and cost. In this regard, the decision of the Commissioner (GST/State Tax) shall be final and binding on the selected bidder. In such case, the recovery on account of risk and cost, the selected bidder will have to pay the same or will be recovered from due payments of selected bidder or in case no payment is due, the same shall be recovered from the Performance Security deposited by the selected bidder.
50. Though a list of permissible brands of consumables has been indicated but it shall be the sole responsibility of selected bidder that the consumable items used is branded and should have registration from Food Processing Organization (FPO) / Food Safety and Standards Authority of India (FSSAI).
51. The selected bidder shall ensure that only vegetarian cooking is allowed.
52. Commissioner (GST/State Tax) or his authorized representatives may at any time enter the kitchen area allotted to the selected bidder for the purpose of this contract and take away samples of raw material, semi-prepared or fully prepared eatable items free of cost for the purpose of inspection, trial or analysis and the decision of the authorities of the Department of Trade & Taxes with regard to the desirability or quality of the food articles offered for consumption shall be final. The department has the right to send the sample of any item to Government approved laboratory for testing. If any item of the menu/provision of food is found defective or not fit for use/consumption, the Department of Trade & Taxes may either - (i) issue warning; and / or (ii) get the said raw material/ items destroyed and

ask the selected bidder to purchase fresh stocks, without any payment of compensation to the selected bidder.

53. The selected bidder shall not make any permanent additions or alterations in the premises allotted to him for providing canteen services.
54. In the event, Department of Trade & Taxes, Health Department or any other Government/ Statutory authorities taking samples of raw material used by the selected bidder and those samples are not found fit/ up to the mark for human consumption, the selected bidder shall be fully responsible for any penalty imposed or legal recourse taken by such authorities.
55. The selected bidder shall use milk and dairy products from either Delhi Milk Scheme (DMS) or Mother Dairy or Amul or Dairy Milk. In case he is unable to maintain supplies of Delhi Milk Scheme (DMS) or Mother Dairy or Amul or Dairy Milk for any reasons, he should arrange to procure from other sources supplying good quality milk and dairy products. The security deposit to Delhi Milk Scheme (DMS) or Mother Dairy or Amul or Dairy Milk if any, will be paid by the selected bidder himself.
56. **REMOVAL AND REPLACEMENT OF EMPLOYEE OF THE SELECTED BIDDER**

If the Department of Trade & Taxes finds that any of the employees deployed by the selected bidder for the canteen/ catering services has (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the employee of the selected bidder, then the selected bidder will have to provide as a replacement a person acceptable to the Department of Trade & Taxes. In such an event, the Department of Trade & Taxes shall not in any way be liable for any claim made by the concerned employee of the selected bidder for wages or damages and the selected bidder shall keep the authorities of Department of Trade & Taxes indemnified.
57. The selected bidder shall be responsible to make available the medical facilities etc. to his staffs/ employees and visitor as per statutory rules in force from time to time. Department of Trade & Taxes shall not be responsible for the same in any manner.
58. The selected bidder will be responsible for running the canteen as per the applicable rules and ensure the compliance of the provisions of various statutory Act and Rules such as Minimum Wage Act, ESI/ EPF etc., and other relevant statutes including Labour Laws, Municipal Rules and Regulations relating to the canteen in force from time to time, during the currency of the Contract. The selected bidder shall obtain the necessary license to run the canteen from the concerned Municipal/ Government Authority.
59. That the provision of space for operating canteen to the selected bidder is purely temporary and the same shall be treated as a bare license, which can be revoked at any time without assigning any reason, and in the event of revocation of license on account of breach of any of the terms and conditions of the Contract, the selected bidder shall be bound to vacate the premises/ canteen within a week of the notice of revocation of the license. The damage charges shall be paid by the bidder incase of unauthorized occupation of canteen premises.
60. In case of the closure of the area for renovation/ repair undertaken by the Department of Trade & Taxes, no License fee will be charged for this period as there will be no Canteen/ Catering services during that period, resulting into no earnings to the bidder . However, no further compensation would be given on this account.

61. The selected bidder shall provide and maintain First Aid box for rendering first aid to his catering staff in the Canteen of Department of Trade & Taxes and shall provide training to the concerned catering supervisory staff from the medical authorities. The selected bidder shall ensure that requisite certificates in this regard should be available with the Catering Manager.
62. If any kind of mishappening happens in canteen and any staff deployed by selected bidder or any visitor (who is present in canteen at the time of mishappening) injured, selected bidder will be fully responsible for all kinds of losses & damages and compensation.

62. CONFIDENTIALITY

- (a) The selected bidder shall ensure that its personnel shall not at any time divulge or make known any trust, accounts matter or transaction undertaken or handled by the Department and shall not disclose any information about the affairs of Department.
- (b) The selected bidder shall not, either during the terms or after expiry of this contract disclose any proprietary or confidential information related to the services/contract and/or Department business/ operations, information, application/software, hardware, business data, designs and other information/ document without the prior written consent of the Department.
- (c) The selected bidder shall be liable to fully compensate the Department for any loss of revenue arising from breach of confidentiality. The Department reserves the right to adopt legal proceedings, civil or criminal against the Bidder in relation to the dispute arising out of breach of obligation by the Bidder under the clause.
- (d) Any liability arising out of any litigation (including those in consumer courts) due to any act of Contractor's personnel shall be directly borne by the Contractor including all expenses/fines. The Contractor's personnel shall attend the court as and when required.

63. FORCE MAJEURE:

- (a) If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of nature/God etc. which may prevent either party to discharge their obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall, by reason of such event, be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any or seven days, whichever is more, either party may at its option shall terminate the contract.
- (b) The selected bidder shall have his own establishment/setup/mechanism, etc. at his own cost to ensure correct and satisfactory performance of his responsibilities under the contract.

64. CORRUPT PRACTICE

During the course of contract, if any of the personnel deployed by the selected bidder are found to be indulging in any corrupt practices causing any loss of reputation or otherwise to the Department, the Department shall be entitled to terminate the contract by forfeiting the Contractor's Performance Security and firm may be blacklisted and debarred for three years from participating in any tender of any department.

65. MALPRACTICES AGAINST PERSONNEL

The selected bidder shall not unlawfully exploit the personnel deployed by him in any manner or recover from them any amounts not due to the selected bidder. In the event that the selected bidder indulges in any malpractice in respect of the personnel deployed by him, the selected bidder shall be deemed to be in breach of the agreement and contract will be terminated accordingly.

66. CLAIM SETTLEMENT

Any liability arising out of any litigation (including those in consumer courts) due to any act of the personnel of the selected bidder, shall be directly borne by the selected bidder including all expenses/fines. The Department shall not be responsible for any liability that arises out of any payments not made under the Labour Laws or any other laws. The Contractor shall indemnify the department in this regard.

67. SUB -CONTRACT DISALLOWED

The selected bidder shall not engage any sub-contractor or transfer the contract to any other person in any manner.

68. INDEMNITY

The selected bidder shall indemnify and hold the Department harmless from damages, losses and expenses arising out of services under the contract provided by the selected bidder.

69. UNION ACTIVITIES

The personnel deployed / engaged by the selected bidder shall not take part in any staff union and association activities while on duty in the premises of the Department.

70. CONTRACTUAL RELATIONSHIP / RESIDENCE

- (a) The Department shall not be under any obligation for providing employment to any of the worker of the selected bidder at any time. Further, as the contract is primarily for providing canteen services, hence, any relationship of employer-employee that exists will be between the selected bidder and the personnel engaged by him.
- (b) The Department shall not be responsible for providing residential Accommodation or such other facilities to any of the employees of the selected bidder and no employee of the selected bidder will be allowed to stay in premises of the department after 07.30 P.M. .

71. TAX / STATUTORY OBLIGATION OF THE CONTRACTOR

The provision of Income Tax, GST and all other applicable Acts shall be honored by the Department as well as bidder.

72. DISPUTE RESOLUTION:

- (a) Any dispute and/or difference arising out, relating to this contract, will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, the matter will be referred for adjudication to a sole Arbitrator to be appointed by the Lt. Governor, Delhi.
- (b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time.
- (D) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and if the period of contract is still valid, neither party shall be entitled to suspend the service to which the dispute relates on account of the arbitration and payment to the Contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held in Delhi only.

73. JURISDICTION OF COURT

The Courts in Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

- 74. The following documents shall be deemed to be form, be read and constructed as a part of this agreement, viz. award letter, acceptance of award of contract, scope of services, all terms and conditions of tender documents, award letter, notice inviting tender, bill of quantities, addendums (if any) and other documents also form part of this Agreement.

Signature of the Contractor-----

Name of signing Person -----

Address Agency-----

Seal of Agency

Witness on behalf of Agency

Signature of witness-----

Name of witness -----

Address of witness -----

For and on behalf of the President of India
(Department)

Signature of Signing Officer-----

Name of Signing Officer-----

Seal of Signing Officer

ANNEXURE-VI

GOVT. OF NCT OF DELHI
DEPARTMENT OF TRADE & TAXES
FM BRANCH ROOM NO.1005, 10th FLOOR,
VYAPAR BHAWAN, I.P. ESTATE, NEW DELHI-110002
Ph. No. 011-23317757

TENDER FOR OPERATING A CANTEEN IN THE DEPARTMENT OF TRADE & TAXES

(ON LETTER HEAD) (to be uploaded on e-tender Portal)

UNDERTAKING

1. I/We hereby agree to abide by all terms and conditions laid down in the tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves to abide by the said terms and conditions.
3. I/We do hereby undertake to provide required services to the Department satisfactorily.
5. In case of non-compliance of any of the terms and conditions laid down in the bid document & agreement, Department may take necessary action against me/us as deemed fit under the provision of law / terms & conditions of tender document.
6. I/ we undertake that the Agency has not been blacklisted by any of the department / organizations of the Govt. of India / Govt. of NCT of Delhi / Government Corporation/ Public Sector Corporation /Private Public Companies or any organization and no criminal case is pending against the firm/agency.

.....

(Signature of the bidder)
Name of the bidder (with seal)

ANNEXURE-VII

Power of Attorney

Subject: Tender for the work of Operating a canteen in the Department of Trade & Taxes, GNCT of Delhi

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Services Provider to the department including but not limited to signing and submission of all bids, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Services and/or upon award of this assignment to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

- ☐ *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.*
- ☐ *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- ☐ *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

The individual signing the tender form or any document forming part of the tender on behalf of Proprietor/Company/firm shall be responsible to produce an authenticated copy of the resolution passed by the Company, or Power of Attorney duly executed in his favour stating that he has the authority to bind other such persons of the firm as the case may be in all matters pertaining to the tender including the arbitration clauses. If subsequently, the person so signing fails to provide the said copy of resolution passed or Power of Attorney within a reasonable time, the Government, without prejudice to other civil and criminal remedies may cancel the tender and hold the signatory liable for all costs and damages. In case of registered or unregistered Partnership firm, all the partners should sign the tender. In case any person signs the agreement on behalf of any limited company or firm, he will produce letter of authority/resolution passed by the company empowering him to sign the agreement on behalf of the company or firm.

APPENDIX – A

PERMISSIBLE BRANDS OF CONSUMABLES

ITEM	BRAND
Salt	Iodized salt such as Tata, Annapurna, Nature Fresh
Spices	MDH, MTR or equivalent quality brands
Ketchup	Maggi, Kissan, Heinz
Oil	Refined oil such as Sundrop, Nature Fresh, Fortune
Pickle	Mother's or Priya or Tops
Atta	Aashirvad, Pillsbury, Nature Fresh, Rose
Butter	Amul, Britannia, Mother Dairy
Bread	Harvest/ Britannia make
Jam	Kissan, Nafed
Milk	Mother Dairy, Delhi Milk Scheme, Amul, Paras
Paneer	Amul/ Mother Dairy
Tea	Brook Bond, Lipton, Tata, Red label
Coffee	Nescafe, Rich, Bru
Biscuits	Britannia, Parle, Good Day,
Ice Cream, Curd	Mother Dairy, Amul, Cream Bell – all varieties
Mixtures/Chips	Haldiram/ Bikaner/Bikaji etc.
Mineral Water	ISI marked e.g. Kinley/ Bisleri/ Ganga
Besan, Dal	Rajdhani. Ashoka
Rice	Basmati
Cold Drinks	Pepsi, Coke, Mirinda, Thumps up etc.
Juices	Real, Tropicana
Lemon Water	Hello
Sweet	Bikaner, Haldiram, Nathu Sweets

The Caterer may use any other brand of material which meets norms of Food Processing Organization after obtaining prior written approval from Department of Trade & Taxes, GNCT of Delhi.