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No: 1(V)/2/2013/D(Cer)
Government of India
Ministry of Defence
New Delhi, the 1st October, 2013.

Invitation of Bids for opening of two canteens at Rashtriya Rangshala Camp during Republic Day Celebrations-2014

To

Request for Proposal

Dear Sir(s)

On behalf of the President of India, (hereinafter referred to as the Government) you are hereby invited to tender on the prescribed form (enclosed Appendix) for opening of two Canteens at the Republic Day Camp in Delhi at **Rashtriya Rangshala Camp, Delhi Cantt. Delhi-110010 (Near Kendriya Vidhyalaya No. 2 and APS Colony)** to be set up by this Ministry in connection with the Republic Day Celebrations, 2014 on the terms and conditions of the Contract as given below :-

1. Tented floor area of approximately 36' x 72' near tableau area and 18' x 30' near reception at the living area with minimum scale of furniture required, water and electricity will be provided by the Government free of charge, for running the canteens. Various items alongwith their rates fixed by the Govt. which the contractor will have to sell in the canteen are given in schedule to Appendix 'B'.

Forwarding of Bids

2. Tender addressed to the President of India should be submitted alongwith a call deposit for fee of Rs.1,000/- (Rupees One thousand only) as earnest money in a sealed cover addressed to the Under Secretary(Cer), Ministry of Defence and superscribed '**TENDER FOR CANTEEN**'. The EMD, in favour of Under Secretary(Ceremonials), Ministry of Defence, may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit receipt, Banker's cheque or Bank Guarantee from any of the public sector bank or a private sector bank authorized to conduct government business as per Form DPM-16 (available on MoD website i.e. www.mod.nic.in and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. The tenders should be sent either by registered post or delivered personally so as to reach the addressee not later than **1500 hours on 04.11.2013**. Telegraphic or telephonic tenders will not be accepted. Tenders received late or incomplete in any respect are liable to be rejected. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

Time and Date for opening of Bids

3. Tenders will be opened at **1600 hours on 04.11.2013** in the office of Under Secretary(Cer), Ministry of Defence, Room No. 1, South Block, New Delhi-110011 and tenderers or their authorized representatives may be present at the opening thereof.

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Licence Fee

4. The tenderers are required to quote the Licence Fee (Rebate Money) which they would like to offer for running the two canteens and which should not in any case be less than Rs. 4,000/- (Rupees Four thousand only).

Evaluation Criteria:

5.(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) The Bid will be decided upon the highest Licence Fee quoted by the particular Bidder.

(c) The Acceptable Bid will be considered further for placement of Contract / Supply Order after complete satisfaction of the Buyer. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Bidder is not in a position to supply full quantity in stipulated time.

Modifications/withdrawal of Bids

6. Tenderers will not be entitled to resile from their offer or modify the terms and conditions of the tenders submitted by them up to the date their quotations are required to be kept open. In case the quotations are withdrawn, amended or any conditions are imposed thereon, the Government shall be entitled to forfeit the call deposit money deposited by the tenderer and in addition remove the name of the tenderer from the approved list of contractors and reject their tender.

7. Acceptance of the tender shall be communicated to the successful tenderer (hereinafter called the 'Contractor') by a formal letter of acceptance thereof.

8. The Government does not pledge itself to accept the highest offer of the Licence Fee (Rebate Money) and shall be at liberty to reject any or all the tender without assigning any reason thereof.

Performance/ Security Deposit

9. On receipt of the letter of acceptance from the Govt., you are requested to deposit immediately, but not later than **five days** after the receipt thereof, a sum of Rs. 10,000/- (Rupees Ten thousand only) as security deposit by way of Account Payee Demand Draft/Pay Order or in any other form mentioned in para 2 above with the Under Secretary(Cer), Ministry of Defence. Such deposit shall not carry any interest.

10. On completion of this Contract to the entire satisfaction of the Government and subject to any deduction ordered by the Government against this or any other Contract with the Govt., the Security deposit in full or in part as the case may be, will be returned at the sole discretion of the Government to the Contractor. Failure to deposit security within the stipulated period shall amount to breach of the contract and the Government shall be at liberty to make other arrangements for the services at the risk and expense of the Contractor without giving any notice to him and recover damage as may be considered recoverable by the Government in its sole discretion. The Contractor will not be entitled to raise any dispute thereto.

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Inspecting Authority

11. The Officer on Special Duty (RR Camp), Under Secretary (Cer) or any other officer detailed by the Government in writing shall at all times be entitled to have access to both the Canteens and to its kitchen etc. to verify that the items of food are in accordance with the prescribed rates. If in his opinion any item served is below standard or the prices being charged are higher than those agreed upon by the Government, he may recover or deduct such amount as compensation from the Contractor as may be determined by the Officer on Special Duty in his sole discretion to which contractor cannot raise any objection.

Quality

12. All the items shall be fresh and of good quality without any adulteration and fit for human consumption. The cooking medium shall be of any standard brand of vegetable oil/Refined oil. The Crockery and cutlery should be of good quality without any chips. If the Officer on Special Duty (RR Camp) is of the opinion that these conditions are not being fully observed, he may in his discretion recover or deduct such amount as compensation from the Contractor as may be determined by him in his sole discretion to which the Contractor cannot raise any objection.

13. The Contractor will also be required to have fine crockery for at least 25 persons of VIP status. Thermos flasks of good quality must be kept in readiness (5 Nos). The contractor shall also observe instructions against fire hazards by installation of fire extinguishers and buckets filled with sand and water etc. Further, the contractor shall ensure that its employees wear uniform with caps while moving in the camp.

Standard Conditions

14. All the employees of the Contractor shall be got vaccinated and inoculated in advance against the endemic group of diseases and shall at all times be clean and properly dressed and should not be suffering from any disease. If desired by the OSD (RR Camp) or Under Secretary(Cer) a proof of vaccination and/or inoculation of those employees will be given by the contractor to the OSD (RR Camp). The Officer on Special duty at Rashtriya Rangshala Camp will also be entitled to get any employee medically examined and if found suffering from any disease, have him immediately removed from the Camp. Metal utensils shall be freshly tinned. Linens shall be neat and clean. Government is competent to appoint any authority to supervise the working of the Canteen and quality of edible items served therein and the recommendations made by such authority are binding on the Contractor and should be implemented forthwith.

15. Time being the essence of the Contract, if the service is not effected within the schedule time or the provision of various clauses are not complied with, the Government shall be at liberty to forfeit the security deposit and made other arrangements for the same at Contractor's risk and expense without giving any notice thereof to the Contractor and recover any loss or extra expenditure so incurred, from the Contractor.

Damages/Loss

16. The Government shall not be responsible for any damage or loss suffered by the Contractor or any of his employees during the period of this Contract.

17. The Contractor shall be responsible for any damage or loss to Government property entrusted to him or otherwise in the Camp which may be due to him or his employees and shall be liable to make good any such loss or damage as assessed by the Government.

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Performance/Duration of service

18. The performance of services shall commence from immediate effect and shall continue till the last contingent leaves the Camp which is expected to by the first week of February, 2013. After the closure of the Camp, the contractor shall vacate the premises peacefully.

19. After issue of the Letter of Acceptance of the tender, all actions to be taken by the Government under this Contract shall be taken on its behalf by Under Secretary (Cer), Ministry of Defence and the Contractor shall correspond with him directly in all matters relating thereto.

Transfer and Sub-letting

20. The Contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof., as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

Arbitration

21. In the event of any dispute, question or difference between the parties in respect of any matters comprising this contract, the same shall be referred to the sole arbitration of Joint Secretary incharge of Ceremonials in the Ministry of Defence or such other person as may be appointed by him for the purpose. The Award of the Arbitrator shall be final and binding on the parties and there will be no objection to the appointment of any arbitrator on the grounds that he is a Government servant or that he has dealt with or will be dealing with the matters in dispute in his official capacity. The Arbitrator may, with the consent of the parties, extend from time to time, the time for making/publishing the Award.

22. The venue of the arbitration shall be New Delhi. Subject to as aforesaid, the Arbitration Act 1940 and the rules thereunder and statutory modifications thereof, if any, for the time being in force, shall be deemed to apply to the arbitration proceedings under this clause.

23. This letter is sent to you in duplicate, in English only. One copy of this letter may please be returned by you duly signed as indicated below along with your tender in token of your acceptance of the terms and conditions contained therein.

Yours faithfully,
for and on behalf of the President of India

Sd/-

(**Saurabh Kumar**)
Deputy Secretary to the Govt. of India
Tele: 2301 0600

ACCEPTED

Signature of witness

Signature of Tenderer

Date: _____

Date: _____

Address: _____

Address: _____

Cont...

Tenderer's No: _____
 Tenderer's telephonic address, if
 any _____
 Tenderer's Telephone No _____

From:

M/s _____

To

The President of India
 Through Under Secretary(Cer)
 Ministry of Defence
 Government of India
 New Delhi.

Sir,

With reference to your letter No. 1(V)/2/2013/D(Cer) dated _____ inviting tenders for opening of two Canteens at the Rashtriya Rangshala Camp, Delhi Cantt. I/We the undersigned (hereinafter called 'the contractor') hereby **convey my acceptance to open the same at the camp and sell various items** at the rates fixed by the Govt. (Appendix 'B') subject to the terms and conditions contained in your above said letter on payment of a net total Licence Fee (Rebate Money) of Rs. _____ (Rupees _____) payable in advance on receipt of your letter of acceptance.

2. The duplicate copy of your letter No. 1(V)/2/2013/D(Cer) dated _____ containing the terms and conditions of contract is enclosed, duly signed in token of acceptance thereof as desired.

3. I/We agree to hold this offer open up to and including the _____.
 (40 days from the date of opening)

Yours faithfully

Signature of witness

Date:

(Name in BLOCK LETTERS)

Address:

Signature of tenderer

Date:

(Name in BLOCK LETTERS)

Address:

Note: In the case of partnership firm, this would be signed by all the partners or the partners authorized by others in the case of partnership firm and in all other cases by the legally authorized and competent persons.

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Appendix 'B'**Rates of various items approved by the Government**

Sl. No.	No.	Items	Rate (in Rupee)
	(a)	Tea per cup of 6 ½ Ozs.	5.00
	(b)	Tea per tray of 2 cups	10.00
	(c)	Coffee per cup of 6 ½ Ozs.	6.00
	(d)	Coffee per tray of 2 cups	12.00
	(e)	Espresso coffee per cup of 6 ½ Ozs.	8.00
	(f)	Egg Omelletes (2 eggs)	15.00
	(g)	Sweets:	
		1. Motichoor Laddoo, Jalebi, Balushahi, Khazur etc. (35 gms.)	5.00
		2. Khoya Barfi and Chhena Gulab-Jamun, Rasgulla etc. (30 gms.)	5.00
		3. Cake (Britannia)	MRP
		4. Pastry of size and quality supplied in Wangers, Standard, Kwality and restaurants of similar type.	6.00
	(h)	Saltish :	
		(i) Pakora (50 gms.)	5.00
		(ii) Bonda (30 gms.)	4.00
		(iii) Vada (Channa Dal) (25 gms)	4.00
		(iv) Samosa (40 gms.)	5.00
		(v) Potato Chips (40 gms.)	5.00
		(vi) Mathri (30 gms.)	1.00
		(vii) Bread Pakoda with besan	7.00
		(viii) Idli with Sambhar (40 gms.)	8.00
		(ix) Sada dosa with coconut chutni & sambhar	13.00
		(x) Masala dosa with coconut chutni &	15.00

			sambhar	
		(xi)	Uthapam	8.00
		(xii)	Sambhar Vada (2 pieces)	12.00
	(i)		Sandwiches (2 pieces)	
		(i)	Vegetable	6.00
		(ii)	Egg	7.00
		(iii)	Cheese	8.00
		(iv)	Chicken	8.00
	(j)		Aerated Water	MRP
	(k)		Bread (Britannia, Modern) – to be supplied at prescribed rate	MRP
	(l)		2 slice (from 800 gms. Bread)	3.00
	(m)		2 Bread toast with 25 gms. Butter	10.00
	(n)		25 gms. (Amul, Vita, Sagar Butter)	7.00
