

Tender No. 18/1/98(Pt-13)-ADM-I/273

Central Bureau of Investigation

Admn-I Section, CBI HQR

Website : www.cbi.gov.in

&

<http://eprocure.gov.in/eprocure/app>

5-B CGO Complex, Lodhi Road,

New Delhi-110003

Dated: 25th January, 2016

TENDER NOTICE

Superintendent of Police (HQ), Central Bureau of Investigation, for and on behalf of the President of India, invites item wise rates in two bid system (Technical Bid and Financial Bids) through CPP Portal for providing, Catering Services in CBI HQR Canteen at 5-B, CGO Complex, Lodhi Road, New Delhi110003, from reputed firms in the field of providing Catering services.

S. No.	Tender No.	Description of work	Cost of Tender Document (In Rs.)	Earnest Money Deposit required (In Rs.)
(1)	(2)	(3)	(4)	(5)
1	No. 18/1/98 (Pt13)-ADM-I/273	Providing of catering services in the Canteen of CBI HO Building	500/- (Five Hundred Only)	157500/- (One lakh Fifty Seven Thousand Five Hundred)

2 The Schedule of Tender process is as under:-

Tender Document is to be downloaded from CBI website / CPP Portal w.e.f 27.1.2016 after(10:00 hours) to 17.2.2016(17:00 hours).

Date of Pre-Bid Meeting: 4.2.2016(1430 hrs.)

Date of Submission of Tender: 17.2.2016(1700 hrs.)

Date of Opening of Technical Bid: 18.2.2016(1100 hrs.)

Date of opening of Financial Bid: 19.2.2016(1100 hrs)

The detail of Terms and Conditions in respect of Tender process may be referred at Website of CPP / CBI. All the prospective Tenderer have to download the complete document from the above referred site. The Tender complete in all respects shall be received only **online** at <http://eprocure.gov.in/eprocure/app> on or before the date and time indicated in the above schedule.

Superintendent of Police (HQ)
CBI Headquarters, New Delhi

Government of India
CENTRAL BUREAU OF INVESTIGATION
Website : www.cbi.gov.in
and
<http://eprocure.gov.in/eprocure/app>

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Lodhi Road, New Delhi110003

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INTRODUCTION
FOR
PROVIDING
CATERING SERVICES

IN

CBI HQR CANTEEN

AT

5-B, CGO Complex
Lodhi Road
New Delhi-110003

INTRODUCTION FOR PROVIDING CANTEEN SERVICES

CBI/HQ is located in a newly constructed State of Art Green Building which is Centrally Air Conditioned with two basements and Eleven Floors which was commissioned on 30-04-2011 situated at B-5 CGO COMPLEX, LODHI NEW DELHI-110003. The building is having a designated Cafeteria space at ground floor with kitchen area equipped with some basic facilities of water, electricity, water (RO System) and gas pipeline connection of (IGL) alongwith latest equipments and gadgets. The Cafeteria is fully Air-Conditioned and having large area with quite sufficient seating arrangements for approx 300 persons. Apart from the Cafeteria; HQR has Atrium and Seminar Hall at 11th floor as well as Press Conference Room, one Guest House with five VIP suits at ground floor.

Approximately, 3000 CBI personnel are working in CBI Hqr. for the organization in different capacity from support personnel to Senior officers. In addition to CBI personnel, number of visitors come to CBI for their official work and shall avail the facility of this cafeteria / canteen. Since the food items have to conform the **highest standards of quality and hygiene**, it is expected that prospective Tenderer shall quote competitive rates while submitting the bids shall consider the laid down standards / norms of Govt of India.

THE CONTRACT FOR AWARD OF THIS SPECIALIZED WORK FOR CANTEEN SERVICES THROUGH THIS TENDER SHALL COME INTO FORCE **WITHIN SEVEN DAYS FROM THE DATE OF ISSUE OF LETTER OF AWARD.**

TENDER DOCUMENT

FOR

PROVIDING

CANTERING SERVICES

IN THE

CANTEEN OF

CBI HQR, NEW DELHI

Cost of Tender Document Rs. 500/-

CENTRAL BUREAU OF INVESTIGATION
5-B CBI HEAD QUARTERS
CGO COMPLEX, LODHI ROAD
New Delhi-110003 □

CENTRAL BUREAU OF INVESTIGATION

TENDER FOR PROVIDING CATERING SERVICES AT CBI (HQR), NEW DELHI

NAME OF THE TENDERER (as per Registration Certificate)	
COMPLETE POSTAL ADDRESS OF THE TENDERER (as per Registration Certificate) E-mail:- Telephone No. Mobile No. FAX No.	

SECTION-I

INSTRUCTIONS

TO

TENDERER

(ONLINE)

&

(OFFLINE)

(A) Instructions for Submission of Bids (Online)

1.0 The Tenderer are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions as stipulated below are meant to assist the Tenderer in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. The procedures/information useful for submitting online bids on the CPP Portal may also be referred on the CPP Portal. (<https://eprocure.gov.in/eprocure/app>).

2.0 REGISTRATION

Tenderer are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.

As part of the enrolment process, the Tenderer will be required to choose a unique username and assign a password for their accounts.

Tenderer are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the Tenderer will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by Controller for Certifying Authority (CCA) India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

Only one valid Digital Signature Certificate (DSC) should be registered by a bidder. Please note that the Tenderer are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2.1 SEARCHING FOR TENDER DOCUMENTS

There are various search options built in the CPP Portal, to facilitate Tenderer to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Tenderer may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

Once the Tenderer have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the Tenderer through SMS / e-mail in case there is any corrigendum issued to the tender document.

The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

2.2 PREPARATION OF BIDS

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Tenderer. Tenderer can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

3.0 **SUBMISSION OF BIDS**

Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

Tenderer are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the Tenderer. Tenderer are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

The server time (which is displayed on the Tenderer' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the Tenderer, opening of bids etc. The Tenderer should follow this time during bid submission.

All the documents being submitted by the Tenderer would be encrypted using PKI encryption techniques to ensure the secrecy of the data.

The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

4.0 **ASSISTANCE TO TENDERER**

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **1800 3070 2232**.

(B)

INSTRUCTIONS TO TENDERER OF BIDS (OFFLINE)

- 1.0 Tenderer shall have to submit their offers in four parts i.e. Packet - I - Cost of Tender Document, Packet -II - Earnest Money Deposit (EMD), Packet -III - Items to be prepared & Served as well as providing of packaged items and Packet -IV - Prescribed Schedules.
- 1.1 The cost of Non Refundable Tender Document is Rs.500/- (Five Hundreds) to be paid in the shape of Demand Draft/Banker's Cheque or Pay Order drawn in favour of Superintendent of Police, CBI HQ, NEW DELHI has to be submitted by the Tenderer. However, Tenderer has to append the Scanned Copy of the Draft/ Banker's Cheque or Pay Order along with the Bids to be submitted Online. The Original Bank Draft / Banker's Cheque or Pay Order for Tender Document is to be deposited in the Office of Superintendent of Police (HQ), CBI, NEW DELHI before the **last stipulated date & time of receipt** of the Tender Documents. It is clarified no other mode for payment in respect of Tender Fee/Cost shall be accepted.
- 2.0 **Earnest Money Deposit (EMD):-**
- 2.1 The Tenderer has to submit a refundable interest free amount of Rs. 1,57,500/- (One lakh Fifty Seven Thousand Five Hundred) towards EMD. The Original Draft/FDR/Bank Guarantee of the EMD has to be deposited in the Office of the Superintendent of Police (HQ), CBI, NEW DELHI before the last date and time of uploading the Tender. The Tenderer has to append the scanned copy of the same on the CPP Portal while uploading his bid.
- 2.2 No request for transfer of deposited amount in other works with CBI (HQ) or any of its offices shall be entertained. The EMD amount is non transferrable. Hence, the Tenderer are advised to furnish fresh EMD while uploading of their bid.
- 2.3 Tenderer shall not be permitted to withdraw his offer / bid or modify the terms and conditions stipulated herewith. In case the Tenderer fails to observe to comply with the stipulations made herein or backs out after quoting the rates, than the 100% amount of EMD shall be forfeited. No representation shall be entertained in this respect.
- 2.4 No claim shall be entertained in respect of erosion of the value or interest on the amount of Earnest Money Deposit (EMD) or Performance Security / Guarantee.
- 2.5 In case the Tenderer withdraws his offer before finalisation of technical evaluation, 50% amount of EMD shall be forfeited whereas after evaluation of financial bid or before issue of Letter of Award, the 100% amount of EMD shall be forfeited. No representation in this respect of EMD shall be entertained.
- 3.0 **Validity of the Bid**
- 3.1 The bids/offers should be valid for **90 days** from the date of opening of the price bids. In case, the Bids under evaluation are not decided during the period of validity, then CBI may solicit the consent of the Tenderer for any extension, if required.
- 4.0 **Pre-Bid Meeting**
- The pre-bid meeting has been scheduled on 4.2.2016 at 1230 hrs in the Conference Hall at 7th Floor of CBI HQ, New Delhi with the objective that any clarification; if required; in respect of various Terms & Conditions etc. of Tender Document shall be held for information of prospective Tenderer. It is advised , in their own interest, the Tenderer may submit the enquiries along with their responses i.e. desired clarifications and responses may be submitted in the Pre-Bid Meeting.

No further clarification, shall be entertained by CBI after the date of Pre-Bid Meeting. The enquiries/ clarifications by and Additions / Deletions to the Tender Document shall be resolved by CBI through the **Corrigendum** which shall also become part of Tender Document.

5.0 GUIDELINES FOR SUBMISSION OF TENDER:-

The bids are to be submitted as under: -

Scanned copy of Demand Draft / Banker's Cheque / Pay Order towards Cost of tender document amounting to Rs.500/-(Five Hundred only) has to be **uploaded at the CPP Portal**. However, the Original Draft/Banker's Cheque / Pay Order is to be deposited in the Office of Superintendent of Police (HQ), Central Bureau of Investigation, NEW DELHI.

The Scanned copy of Demand Draft/Banker's Cheque / Fixed Deposit Receipt (FDR)/ Bank Guarantee towards "Earnest Money" deposit drawn in favour of Superintendent of Police (HQ), Central Bureau of Investigation NEW DELHI has also to be **uploaded at CPP Portal**. However, the Original Draft/Banker's Cheque/ FDR/ Bank Guarantee is to be deposited in the Office of Superintendent of Police (HQ), Central Bureau of Investigation, NEW DELHI.

Both the Instruments of the Bank as stated above in Original have to be deposited before the Scheduled date and time of submission of tender and shall have to be kept in **TWO** separate sealed envelopes, super-scribed as "Cost of Tender Document" or "Earnest Money" Deposit for the work of Providing Canteen Services at CBI HQR due on 17.2.2016 (1100 hrs). In case Tenders received without cost of tender document and EMD shall be summarily rejected and the Technical Bid of those Tenderer shall not be opened.

Technical Bids containing requisite documents as listed in the **check list** appended with the Tender Documents, shall have to be placed in a separate sealed envelope superscribed as "Technical Bid for Providing Canteen Services at CBI HQR due on 18.2.2016(1100 hrs)".

Financial Bid containing "Schedule of Prices" as prescribed in the tender documents shall have to be placed in a separate sealed envelope superscribed as "Financial Bid for Providing Canteen Services at CBI HQR due for opening on 19.2.2016 at 1100 hrs" .

6.0 **Date, Time and Venue for Submission of Tender :-**

The stipulated date, time and venue for submission of Tender is 17.2.2016(1700 hrs.). The Cost of Tender Document , EMD ,Technical & Commercial Bid and Financial Bid are to be submitted on CPP Portal only. These documents shall be opened on 18.2.2016 at 1100 hrs in Conference Hall, 7th Floor, Central Bureau of Investigation HQR, situated at 5-B CGO Complex, Lodhi Road, NEW DELHI -110003.

7.0 **Opening of Bid:**

The tenderer is at liberty either himself or authorize not more than one representative on his behalf to witness the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him **bid acknowledgement slip** on the date and time indicated in the "Schedules of Tender" or Tenderer can view the bid opening **live** from the remote end. Financial Bids of such tenderer shall only be opened whose technical bids are found suitable and technically qualified.

7.1 The bids shall be downloaded from CPP Portal on Scheduled date, time & venue as indicated in the Tender Document.

7.2 The eligibility criteria as stated above shall be initially examined before opening of the Technical Bids.

7.3 The Bids of those Tenderer who meet the Eligibility Criteria shall only be downloaded for Technical Evaluation.

7.4 The Tenderer are therefore advised in their own interest to visit the CBI HQ, New Delhi and familiarize themselves so as to quote the **competitive** rates after taking in account the facilities CBI shall provide **free of cost** before submission of their Tender Document.

8. **TERMS OF PAYMENT:**

8.1 The payment shall be made directly by the individual employee / visitor for the items purchased by them **in cash**. However, the Tenderer shall be paid for the amount of the items provided by him against official requisition by Superintendent of Police (HQ), CBI, New Delhi and therefore it is advised to furnish their Bank details etc. so that payment can be made through NEFT/RTGS. No other mode of payment shall be accepted.

SECTION – II

CONDITIONS

OF

CONTRACT

(GENERAL)

&

(SPECIAL)

CONDITIONS OF CONTRACT

A) General Conditions of Contract

1.0 INTERPRETATION

1.1 In construing these conditions, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires:

“CBI HQ” means the Employer i.e. Superintendent of Police (HQ) or any of his officer duly authorized by him, his legal representatives, assigns and successors who shall be In-charge of the work for the purpose of this contract as “Employer or First Party to the Contract”.

“Successful Tenderer or Contractor” shall mean Individual or Sole Proprietary firm or HUF Firms or Firms in Partnership or Limited Company or Private or Public Corporation or consortium or Joint Venture company and his /their heirs, legal representatives, assign and successors who shall be contracted to execute the work after issue of Letter of Award for the work as “Second Party to the Contract”.

“Manager” shall mean representative of the Contractor having adequate knowledge of Providing of Canteen Services.

“Addresses” mean the registered address as indicated in the Format of Technical Bid by the Contractor i.e. Second Party whereas the notified address in the Tender for all purposes including Arbitration etc. In case, Contractor notifies a change in address through a separate letter/ request to First Party, then the notified Address shall be considered. The Second Party shall be solely responsible for the consequences, if any omission or error happened during the period between change of Address and request made to CBI.

“Notice in Writing” or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post or fax or e-mail to the last known private or business address or registered office.

“Year” means Financial year unless stated otherwise.

The word “Contract” used herein shall mean the NIT , Instruction to Tenderer, Condition of Contract (General conditions & Special Conditions) , Appendices , Schedules , Contract Agreement as awarded the work and accepted by CBI.

2. SCOPE OF CONTRACT

The contractor shall carry out the complete works in every respect relating to Providing of Canteen Services at CBI HQR in accordance with this contract , as per directives and to the satisfaction of the Employer.

The contractor shall strictly abide by “The Employer’s Instructions” in regard to the variation or modifications of the quality of food items or the additions or omission or substitution of any food/snack items.

All verbal instructions, directions and explanation given to the contractor or his Manager at the works by the Employer shall, if involving in variations of award rates, the same may be confirmed **in writing** by the contractor within two days and, if not dissented in writing with in a further period of seven days otherwise such instructions shall be deemed to be within the Scope of the Contract. Rates of items not mentioned in the Schedule of Prices shall be fixed by the Employer after consultation and getting written consent of Contractor.

3.0 TENDER PREPARATION EXPENSES:

3.1 The tenderer shall solely bear all costs associated with the preparation and submission of the Tender. CBI shall in no case be responsible or liable for such costs.

4.0 ELIGIBILITY CRITERIA

4.1 Pre-qualification criteria.

4.1.1 The Technical Bid shall have to contain the information regarding firm/company, business turnover, experience and other details of the firm to judge the suitability of the Tenderer as defined in the format of Technical Bid.

5.1.2 Tenderer are advised to append the scanned copies of PAN issued by Department of Income Tax, Company Registration Certificate, License from Food Safety and Standard Authority of India (FSSAI)/ AGMARK alongwith License issued by Delhi Police & Municipal Corporation of Delhi, VAT Registration, List of Major Clients where, in the past, Tenderer had executed or presently executing the similar work, Service Tax , EPF , ESIC Registration, Balance sheets and Income Tax Returns for last Consecutive three Financial Years ending 31.03.2015 shall have to be uploaded on the CPP Portal. Complete Tender Document duly signed, numbered and stamped on each and every page is also to be uploaded on CPP Portal.

5.2 TECHNICAL AND COMMERCIAL CRITERIA

5.2.1 The Technical & Commercial Criteria as defined in the Tender Document alongwith the above cited Documents shall be the basis for Qualification for opening of their financial/Price Bids.

5.2.2 Experience of having successfully run the catering services during the last Seven years ending 31.10.2015 as per following:-

i) 3 (Three) similar completed works each costing not less than Rs 12,60,000/- (Twelve Lakhs Sixty Thousand) as well as have served minimum of 200(Two Hundred) persons on its dining strength.

OR

ii) 2(Two) similar completed works each costing not less than Rs 18,90,000/- (Eighteen Lakhs Ninety Thousand) as well as have served minimum of 300(Three Hundred) persons on its dining strength.

OR

iii) 1(One) similar completed work costing not less than Rs 25,20,000/- (Twenty Five Lakhs Twenty Thousand) as well as have served minimum of 500(Five Hundred) persons on its dining strength.

Similar nature of work means the running of the Canteen/Mess/ Cafeteria of institution / organization / company / guest house.

6.0 FINANCIAL CRITERIA (to be considered while evaluation of Technical Bid)

6.1 Average Annual Financial Turnover

6.1.1 The Tenderer shall have to furnish the Average Annual Financial Turnover duly certified by the **Chartered Accountant** for Rs. 31,50,000/- for last three consecutive Financial Years. However, it is stated that in case no turnover reported by the Tenderer, then while computing Average Annual Financial Turnover for that particular year shall be taken as zero.

6.2. Profit / Loss:-

6.2.1 The Tenderer should not have incurred any loss in more than two years during three consecutive balance sheets and Income Tax Returns duly certified by the Chartered Accountant of Financial Years 2012-13, 2013-14 & 2014-15.

6.3 Manpower :-

6.3.1 CBI has prescribed the minimum requirement of manpower in Canteen / Cafeteria who shall have to be available for providing satisfactory Canteen Services and accordingly, the weightage shall be awarded on this account while evaluating Technical & Commercial Bids. It is expected that prospective Tenderer may indicate the same in the Format of Technical Bid. Considering above, the Tenderer has to depute following manpower for providing Catering Services in CBI (HQ) :-

General Manager	- 1
Dy. General Manger	- 1
Manager Cum Accountant	- 1
Asstt. Manager Cum Store Keeper	- 1
Clerk	- 4
Halwai Cum Cook	- 2
Asstt. Halwai Cum Cook	- 3
Tea/Coffee Maker	- 2
Bearer	- 10
Wash Boy	- 4
Safaiwala	- 3

6.4 The bid of those Tenderer who have not complied with one or more of the conditions or the eligibility criteria or fails to submit the required documents as mentioned in the Technical Bid format are liable to be summarily rejected and no representation in this regard shall be entertained.

6.5 The Tenderer shall not have been debarred or black listed by any Central/State Government Departments of India or Public Sector Undertakings/ Enterprises. An affidavit to this effect on Non-judicial Stamp paper of Rs.100/- duly Notarized shall have to be enclosed with the Bid. To supplement the information, Tenderer are required to **upload a Scanned Copy** of Affidavit as prescribed in Schedule - II.

However, such Tenderer who were blacklisted or debarred by above cited organizations, shall be eligible to submit the Tender Document after the expiry of period of blacklisting/debarring.

- 6.6 The Tenderer shall have to furnish valid Solvency Certificate for minimum of Rs 12,60,000/- issued by the Bank where he maintained the account. The solvency Certificate should have been issued after the date of Uploading of NIT.
- 6.7 Tenders received without proper documents, including Demand Draft/ FDR / Bank Guarantee and Registration Certificates with Statutory Authorities shall be summarily rejected and no representation shall be entertained.

7.0 PERFORMANCE SECURITY / GUARANTEE:

- 7.1 The successful tenderer shall have to furnish **interest free** Performance Security / Guarantee equivalent to 10 % (Ten Percent) of the estimated cost as laid down in the Letter of Award in the shape of Demand Draft / Banker’s Cheque /Pay Order/Bank Guarantee **within 7 (seven) Days** from the date of issue of letter of award. The rates indicated in the letter of award along with terms and conditions in pursuant to this tender document shall also be a part of contract agreement which shall be drawn between First Party and Second Party. The prescribed format of Performance Security / Guarantee may be referred by the Successful Tenderer.
- 7.2 The successful tenderer shall also have to execute an Agreement on NON-JUDICIAL Stamp Paper of value of Rs. 100/- (Rupees One Hundred – Payable by tenderer only) in the prescribed proforma within 7 (seven) days of issue of Letter of Award. The agreement shall be between CBI as First Party and successful tenderer as Second Party.

8.0 EVALUATION CRITERIA

- 8.1 Technical and Commercial Bid shall be evaluated as detailed below so as to qualify for the opening of the Financial Bid.

Sr. No.	Attributes with Marks	Revised Evaluation Criteria in respect of Technical Bid
1	<p>Financial Strength (20 Marks)</p> <p>a) Average Annual Turnover (16 marks)</p> <p>b) Solvency Certificate (4 marks) for Rs.12,60,000/- (To be submitted by all prospective Tenderer from their Bankers duly issued after the date of publication /uploading of Tender Document on CPP Portal)</p>	<p>a) i) 60% marks for minimum eligibility criteria ii) 100% marks for twice the minimum eligibility criteria or more iii) In between (i) & (ii) – on pro-rata basis</p> <p>b) Same as above</p>

2	Experience in similar works (20 marks) as indicates in qualifying criteria.	i) 100% marks in case Tenderer submit the valid experience in respect of prescribed similar works ii) In case Tenderer fails to submit the valid experience in respect of prescribed similar works, zero marks shall be allotted.	
3	Performance reported by earlier organization where tenderer has executed or executing similar works in last seven years (20 marks)	For Excellent & Outstanding----20 marks For Very Good ----15 marks For Good ----10 marks For Average/satisfactory ---5 marks Below Average/ Poor ---0 marks In case, Liquidated Damages/ penalties imposed on the Tenderer by earlier organization, then no marks shall be allotted.	
4	Engagement of Personnel & Establishment	Minimum requirement of personnel on site	Evaluation Criteria
	a) Number of Personnel to be deputed by the Tenderer for the canteen of CBI (20 marks)	General Manager – 1 Dy. General Manager – 1; Manager cum Accountant – 1; Asstt. Manager cum store keeper – 1; Clerk – 4 Halwai cum cook – 2; Asstt. Halwai cum cook – 3; Tea / coffee maker-2; Bearer-10; Wash boy-4; Safaiwala-3.	1) If the minimum requirement as defined is met by tenderer then qualifying marks shall be 100% (i.e. 20 marks). v) If strength of Manpower to be deputed by the Tenderer for the work is less than stipulated numbers and category then zero marks shall be allotted.

	<p>b) Adhering of Labour Laws ESIC, EPF, VAT/ Sales Tax, Service Tax (20 Marks @5 (five) marks for each of these attributes in respect of last financial year i.e. 2014-15 shall be allotted .</p>	<p>ESIC --- 5 marks ; EPF ---- 5 marks ; VAT/Sales Tax ---- 5 marks ; Service Tax --- 5 marks</p>	<p>1) Full marks for each attribute shall be allotted to such Tenderer who submits the proof of having deposited statutory taxes in respect of ESIC, EPF , VAT/ Sales Tax, Service Tax as indicated in Government Accounts. 2) In case, for non submission of proof of depositing the statutory taxes appended with the Tender Document then Zero marks in respect of each attribute shall be allotted.</p>
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Note:- The tenderer who qualify with a minimum of 50 (fifty) marks in overall attributes shall be declared as Technically qualified for the purpose of opening of their Financial Bid.

8.3 After Evaluation of Technical and Commercial Bid(s), a list of successful Tenderer shall be uploaded on the website and individual Tenderer shall also be intimated through E-mail & Speed Post about the date and time of Opening of Financial Bid.

9.0 **OPENING AND EVALUATION OF FINANCIAL BIDS:-**

9.1 The date and time of opening of financial bid(s) shall be intimated only to such Tenderer who are found eligible as per evaluation criteria prescribed by CBI. The Financial Bids of only technically qualified tenderer shall be opened. The Technical & Commercial Bid as well as Financial Bid shall be opened in presence of such Tenderer who wish to be present, either in person or through their authorized representatives (Authority duly supported with authorization letter on letter head of the firm duly signed & stamped). The decision of CBI in this regard shall be final & binding and no representation in this regard shall be entertained from the Tenderer.

9.2 EMD of the unsuccessful Tenderer shall be returned, **without any interest**, within a period of three months from the date of award of work to the successful Tenderer. However, the EMD submitted by successful Tenderer shall be converted in Performance Security. The Balance amount as stipulated towards Performance Security / Guarantee has to be submitted by the successful Tenderer in the prescribed mode.

9.3 The weightage of each item (upto two decimal digits) along with overall weightage for cooked & served item(for item no. 1 to 34) shall be of the order of 80% whereas for packaged items (item no. 35) as 20 %.

9.4 The evaluation of Financial Bid of prospective Tenderer shall be based on weighted score as detailed below:-

Weightage of each item = (weight of each item x rate quoted for that item)

The total score of weighted marks obtained by each Technically qualified Tenderer shall be as under:-

- Score of weighted marks (for item no. 1 to 34) = 80% of Total Weighted Marks
- Score of weighted marks for Packaged Item =(20%) of Total Weighted Marks {(in respect of Packaged Item No. 35 of the Schedule of Price) divided by Percentage Discount offered by Tenderer}.

9.5 However, the Financial Bid shall be evaluated by allotting the weighted score and the Tenderer who has quoted the lowest rates in totality shall be awarded the work.

10.0 RIGHT OF ACCEPTANCE:-

10.1 CBI HQ reserves all rights to reject any tender including of those tenderer who fail to comply with the instructions without assigning any reason .

10.2 In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court of law or any Administrative Order issued under the Insolvency, Act made against them or in the case of a company passing any resolution or issuing any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified, CBI shall have the power to terminate the contract without previous notice.

10.3 Breach of Terms and Conditions:

In case of breach of any of terms and conditions specified in tender documents or letter of award, Competent Authority of CBI i.e. Supdt. of Police(HQ), CBI, New Delhi shall have the right to cancel the letter of award without assigning any reasons. Nothing shall be payable to the successful tenderer and in such event, the Performance Security/ Guarantee furnished by him shall stand forfeited.

10.4 Subletting of Works:

The successful tenderer shall not assign or sublet the supply of any part of it to any other person(s) without the specific permission of Deputy Director (Administration)/CBI HQ, New Delhi. The decision in this respect shall be final and binding.

11.0 COMMUNICATION OF ACCEPTANCE:

Successful Tenderer shall be informed about the acceptance of his tender. Necessary instructions regarding the amount and time shall be intimated for submission of Performance Security / Guarantee to successful Tenderer. The notification of award shall also be considered as a document for Contract Agreement to be drawn between First Party and Second Party.

12.0 GUARANTEE/WARRANTY

12.1 In case, it is observed that items provided by the Contractor in Canteen are sub-standard then the Contractor has to replace the same with standard item free of cost either to employees / visitors or CBI.

12.2 DAMAGES TO PERSONS & PROPERTY INSURANCE

The contractor shall be responsible for any type of injury to the persons and any damage to the structural or decorative part of property of the Employer (which may happen due to the operation or negligence of contractor or of his employees). The injury or damage may arise during course of Providing of Canteen Services because of carelessness, accident or any other cause. This clause shall be considered as valid & held to include inter-alia any damage to buildings, whether immediately adjacent or otherwise, any damage to road/streets, footpaths or structure in the complex. The contractor shall indemnify the Employer and hold him (Employer) harmless/ not responsible in respect of all & any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government otherwise and also in respect of any award of compensation of damages consequent upon such claim.

12.3 INSURANCE -- BY TAKING ALL RISK POLICY

The contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public and shall at his own expenses arrange within 30 (thirty days) to effect and maintain, until the virtual completion of the contract period from an approved Agency, a policy of insurance worth annual estimated cost of work, in the joint names of the Employer and the contractor against such risks and deposit such policy with the Employer with in the 30 (Thirty) days of the start of the contract. The contractor shall also indemnify the Employer in respect of any costs, charges or expense arising out of any claims or proceedings and also in respect of any award of compensation of damage arising there from, the Employer shall be at liberty and hereby empowered to deduct the amount of any damages, compensation cost, charges and expenses arising or from or in respect of any such claim or damage from any sums due or to become due to the contractor (Including Performance Security Deposit). The contractor will himself be responsible for any payment or claim of his employee. He will ensure that such litigations do not affect this contract in any way.

Unless otherwise instructed by the Employer, the contractor on signing the contract shall insure the premises of CBI HQR and keep them insured, until the virtual completion of the work against loss or damage by fire and/or earthquake or all other natural calamity by purchasing a Contractor's All Risk Policy including the Workmen Compensation for an overall amount equivalent to annual cost of work, from any office of the Insurance Company of Govt. of India in the joint name of the Employer and the Contractor. The

premium to the Insurance Company shall be borne by the Contractor. Such policy shall cover the property of the Employer, his services and shall not cover any property of the Contractor. Contractor shall deposit the policy and receipts for the premium with the Employer within 30 (Thirty) days from the date of signing of the contract. The contractor has to assign that policy in favour of Employer.

In default of the contractor insuring as provided above, the Employer may so insure and deduct the premiums paid from any money due, or which may become due to the contractor. 13.0

FORCE MAJEURE:

13.1 Any delay due to Force Majeure will not be attributable to the tenderer. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the tenderer which could not reasonably have been expected to occur, such as exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the tenderer or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents the tenderer to Supply the equipments to CBI and their Installation, Testing & Commissioning for a continuous period of 7 (seven) consecutive days. In such event, purchaser shall extend the scheduled period of delivery appropriately.

14.0 **JURISDICTION:**

14.1 The courts at New Delhi alone shall have the jurisdiction for resolution of the dispute or reference between parties arising out of this tender / order. It is specifically agreed that no court outside than New Delhi shall have the jurisdiction in respect of this Tender Document.

15.0 **ARBITRATION:**

15.1 In case of any dispute or difference arising out of or in connection with the tender conditions and Contract, the CBI and the Supplier or Contractor shall address the dispute/difference for a mutual resolution failing which the matter shall be referred for arbitration of a Sole Arbitrator to be appointed by the CBI or Court of Law. However, the Sole Arbitrator shall ask both the parties to submit the name of one arbitrator from each party.

The final award of the Sole Arbitrator shall be based on the majority decision of Arbitration Board consisting of three Arbitrators. The arbitration proceedings shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 of India and the venue of arbitration shall be at New Delhi.

The award of the Arbitration Board shall be final and binding on both the parties. It is also clarified that the expense incurred on arbitration proceedings shall be equally borne by both the parties.

16.0 **CONDITIONAL OFFER:**

16.1 No conditional offer shall be accepted by CBI.

17.0 **BACK TO BACK CONTRACT:**

17.1 In case, it is observed by CBI that Contract has been awarded by the Contractor on back to back basis, the Contract shall be summarily terminated.

(B)

Special Conditions of Contract

1. The Contractor shall, prior to the commencement of the operation of contract, make available to CBI, the particulars of all the employees who shall be deployed in the premises of CBI for providing of Canteen Services. Such particulars, inter alia, should include age/date of birth, permanent address, police verification report and profile of the health status of the employees.
2. The Contractor shall be responsible for engaging adequate number of trained/semi-trained manpower including a Manager as Over all in -charge required for providing good canteen services in CBI/HQR and the employees of the Contractor should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases.
3. The Contractor shall also deploy adequate manpower for work during late hours and on Saturdays/Sundays, including other holiday if required by CBI for catering services during seminar, official parties etc.
4. Employment of child labour is strictly prohibited under the law. Therefore, the Contractor will not employ any child.
5. The workers employed by the Contractor shall be directly under the supervision, control and employment of the Contractor and they shall have no connection what-so-ever with Central Bureau of Investigation, who shall have no obligation to control or supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against CBI for employment or regularization of their services by virtue of being employed by the Canteen Contractor, against any temporary or permanent posts.
6. The Contractor shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any unlawful activity.
7. The Contractor shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act of Govt. of NCT of Delhi and fulfill all other statutory obligations, such as, Provident Fund, ESI, Service Tax, VAT etc. in force from time to time.
8. The Contractor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall, and surrounding areas etc.
9. The canteen staff shall be issued Identity Cards bearing photographs. The contractor 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.
10. The Contractor shall be personally responsible for conduct and behavior of his staff and any loss or damage to organization moveable or immoveable property due to the conduct of the Contractor's staff shall be made good by the contractor.
11. If it is found that the efficiency of any person employed by the Contractor is unsatisfactory, the Contractor shall have to remove the concerned person and engage a

new person within 48 hours of intimation by CBI. The decision of the Employer or his Authorized Representative in this regard shall be final and binding on the Contractor.

12. The Contractor shall not appoint any sub-contractor or sublet the contract to carry out his obligations under the contract.
13. The Contractor shall get the prices of all items approved by CBI and no changes, what-so-ever shall be made without prior written approval of Employer.
14. The Contractor 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 cost. The cleaning includes cleaning of kitchen, canteen hall, floor, counter, benches, tables, chairs, etc. CBI administration 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 CBI 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 Contractor.
15. The Contractor will use only branded raw material for preparation of items. The permissible brands of various items as stipulated
16. CBI will provide to the Contractor space for storing raw material, kitchen equipment as stipulated for cooking and preservation of perishable items, sitting and serving space, etc. "free of cost" considering providing of subsidy or grant in aid with the sole aim that rates quoted by the contractor shall be bare minimum. The CBI shall also provide tables and chairs in the serving area with the same intention.
17. The Contractor shall bring his own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs etc., in sufficient quantity as needed to maintain the canteen services in addition to what is provided for by CBI.
18. Storing & supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the CBI premises. Any breach of such restrictions by the Canteen Contractor will attract deterrent action against the Contractor as per statutory norms.
19. The Contractor shall install his electronic fly – kill / insect repellent equipment, emergency lighting / gas and fuel supply at his own cost.
20. No minimum guarantee shall be furnished by CBI to the Contractor towards consumption of food items. He/she is advised to maintain the highest quality at the minimum possible prices (inclusive of all taxes) so as to attract the maximum number of officials/ visitors to avail canteen services.
21. The Contractor shall be in a position to cater to the tastes of various cuisine while Providing Canteen Services.
22. The Contractor shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.

23. The Contractor shall take care and ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipments provided by the CBI are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the Contractor at his own cost, failing which the same will be got done by CBI at the contractor's risk and cost. In this regard, the decision of the Employer or his authorized representative shall be final and binding on the Contractor. In such case, the recovery on account of risk and cost shall be made from the due payments of Contractor OR in case no payment is due then recovery shall be affected from Performance Security.
24. CBI shall make Quality Audit as per norms of Food Processing Organization in respect of items prepared & served once in a month. Any discrepancy observed shall be the basis of imposition of Penalty/Liquidated damages including other action such as termination of contract.
25. Though a list of permissible brands of consumables have been indicated but it shall be sole responsibility of contractor to ensure that the consumables used are branded and should have registration from Food Processing Organization (FPO).
26. The contractor shall maintain inventory of the items given to him by CBI.
27. The contractor shall ensure that Vegetarian and non Vegetarian cooking shall be done separately.
28. The contractor shall be required to adopt fair business practices and to exhibit prices (inclusive of all taxes) in respect of each item of sale and the price so exhibited shall be competitive
29. The contractor 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
30. The contractor 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 CBI.
31. The contractor shall neither cause or be the cause of loud or noisy conduct nor indulge in anything whatsoever which may constitute a source of nuisance or annoyance to the occupants/visitors in the canteen.
32. An electronic billing machine shall be installed by the Contractor in canteen at his own cost. CBI reserves the right to get its correctness checked from the competent authorities as and when required. All expenses for its calibration or recalibration / testing would be borne by the contractor and for the purpose nothing extra shall be payable either by employees of CBI or CBI.

SECTION – III

ITEMS

TO BE

PREPARED

&

SERVED

AND

PROVIDING

OF

PACKAGED ITEMS

1.0 ITEMS TO BE PREPARED & SERVED

1.1 The Tenderer has to furnish the rates in respect of the following items which is usually consumed on daily basis by the employees / visitors. However, for official requisitions, the rates shall be decided mutually by the Tenderer and SP (HQ), CBI, New Delhi.

Sr. No.	ITEMS WITH QUANTITY
1	One Cup tea (Readymade) - 125 ml
2	One Cup tea readymade (Special) – 125 ml
3	Black Tea / Lemon Tea -- 125 ml
4	GREEN TEA ---- 125 ml
5	One cup coffee (Readymade) - 125 ml
6	One cup coffee (Espresso) - 125 ml
7	One Samosa-70 grams
8	One Bonda -70 grams
9	Patties of any size
10	One Vada with Sambhar – Each Vada weighing 70 grams
11	One Vegetable Cutlet - 70 grams
12	One Idli with Sambhar— Each Idli weighing 70 grams
13	Uttapam
14	Bread Pakora
15	Paneer Pakora each
16	Masala Dosa each
17	Plain Dosa each
18	Vegetable Burger / Sandwich 1 PC
19	BREAD BUTTER ---2 nos.
20	Cheese Sandwich --- 2 nos.
21	Vegetable , Chowmin 1 Plate 150 grams
22	2 EGG OMLET
23	Normal Thali (Dal Tadka +Seasonal Vegetable +Rice+ Achar+ 2Pcs Roti + Sweet)
24	Special Thali (Peas Pulao+DalMakhani + Shahi Paneer+Seasonal Vegetable + Achar+Papad+2 Pcs Roti+Curd+Sweet)
25	One Roti (Tawa) - 50 grams
26	One Katori Dal – 200 grams
27	One Katori SeasonalVegetable–200grams
28	Rice – Full plate
29	Full Plate Rice (Basmati)/Pulao
30	Chicken Curry – Full plate
31	Egg Curry – Full plate with 2 eggs
32	Chhole Bhature 2Pcs
33	One Piece Gulab Jamun - 60 grams
34	One Piece Burfi / Laddoo (Besan) - 60 grams

2.0 Providing of Packaged Items:-

2.1 The Tenderer has to supply the below mentioned packaged items i.e. item no. 35 on daily basis for the use of officials of CBI and Visitors :-

- a) Biscuits,
- b) Namkeen
- c) Juices
- d) Ice Cream
- e) Sweets
- f) Lassi
- g) Cold Drinks
- h) Mineral Water
- i) Chips
- j) Curd
- k) Chach

2.2 The Schedule of Prices shall contain to quote for discount (on Maximum Retail Price) in percentage on packaged items. The tenderer shall have to quote the uniform discount on Maximum Retail Price (MRP) which shall be applicable on all the packaged items instead of different percentage of discount on different packaged items.

2.3 All the packaged items should be of high quality, reputed brand and Agricultural Marketing (AGMARK) Certified / Food Safety and Standards Authority of India (FSSAI) accredited.

SECTION – IV

APPENDICES

CHECK LIST

1. Scanned copy of Demand Draft / Banker's Cheque / Pay Order for Rs.500/- (Five Hundred), to be uploaded on CPP Portal as well as depositing of original Demand Draft / Banker's Cheque / Pay Order for Rs.500/- (Five Hundred) towards cost of Tender Document in the envelope in the office of SP (HQ) , CBI, New Delhi. While submitting amount of Cost of Tender Document the tenderer shall be responsible to validate the above cited forms of EMD after expiry date indicated in Demand Draft or Banker's Cheque or Pay Order or FDR Or Bank Guarantee uploaded on the CPP Portal.
2. Scanned copy of Demand Draft / Banker's Cheque / Pay Order / Bank Guarantee / FDR for Rs.157500/- (One Lakh Fifty Seven Thousand & Five Hundred), to be uploaded on CPP Portal as well as depositing of original Demand Draft / Banker's Cheque / Pay Order/ Bank Guarantee / FDR for Rs.157500/- (One Lakh Fifty Seven Thousand & Five Hundred) towards EMD in an envelope in the office of SP (HQ) , CBI, New Delhi uploaded on the CPP Portal.
While submitting amount of EMD, the tenderer shall be responsible to validate the same after expiry date indicated in Demand Draft or Banker's Cheque or Pay Order or FDR Or Bank Guarantee.
3. Scanned copy of Proof of Legal status as defined in Technical & Commercial Bid uploaded on the CPP Portal.
4. Scanned Copy of PAN Card issued by Income Tax Department, Registration Certificate issued by Food Safety and Standard Authority of India (FSSAI), Delhi Police and Municipal Corporation of Delhi for Catering Services. The scanned copies have to be uploaded on the CPP Portal
3. Scanned copy of Proof for depositing of VAT, Sales Tax, Income Tax, Service Tax, Provident Fund, Employees State Insurance to be uploaded on the CPP Portal
4. Scanned copy of Tender Document duly signed by the Tenderer or his/her authorized signatory on each page of the Tender Document as acceptance of all the terms and conditions . The same is to be uploaded on the CPP Portal
5. Scanned copy of Documentary evidence to be uploaded on CPP Portal in support of the following:-
 - (i) Number of years of having run canteens in the offices or organizations or hospitals or places of public utility or institutions or educational institutions along with number of persons availing the services offered by the contractor;
 - (ii) Scanned copy of List of institutions or organizations (with complete postal addresses indicating E-mail ID uploaded on the CPP Portal.

- (iii) Work Plan – indicating the requirement of staff and deployment pattern of staff proposed and other details, if any for smooth, efficient and satisfactory performance of the contract uploaded on the CPP Portal CPP Portal .
- (iv) Scanned Copy Annual Turnover Certificate (to be issued by Chartered Accountant (CA) for Financial Year 2012-13, 2013-14, & 2014-15 uploaded uploaded on the CPP Portal.
- (v) Scanned Copy of valid Financial Solvency issued by the Banker after the date of uploading of Tender Document uploaded on the CPP Portal .]
- (vi) Scanned copy of Performance Certificates as indicated in the Prescribed Schedule.

FORMAT OF LETTER FOR SUBMISSION OF TENDER DOCUMENTS

From: (Name & Complete Postal Address of the Applicant)

To:

THE SUPDT. OF POLICE (HQ)
Central Bureau of Investigation,
7th FLOOR, 5-B, CGO Complex,
Lodhi Road, New Delhi – 110003

SUBJECT: SUBMISSION OF TENDER DOCUMENTS FOR PROVIDING CATERING SERVICES AT
CBI(HQR)

Sir,

Having visited the site & examined the details given in Tender Documents published in the newspapers and on the website of CBI for the above cited work, we hereby, submit the Tender Documents duly filled as well as enclosing therewith, the required Annexure and Schedules.

1. We hereby certify that all the statements made and information supplied in the enclosed forms Page No. _____ to Page No. _____, are true and correct.

We have furnished all information and details necessary for award of Tender and have no further pertinent information to supply.

We submit the requisite certified Solvency Certificate and authorize the Superintendent of Police (HQ), CBI to approach the Bank issuing the Solvency Certificate for confirmation of the correctness thereof. We also authorize SP(HQR) to approach individuals, employers, firms and corporations/organizations and to verify the works completed by us in the past and being executed at the present organization so as to establish our competence and general reputation either by a visit or through correspondence.

We, hereby, also submit the following certificates in support of our trained know-how & capability for having successfully completed the following works:-

S.No.	NAME OF WORK	CERTIFICATE FROM
1		
2		
3		

Encl:

Place & Date:

Signature of Applicant

Seal

PERMISSIBLE BRANDS OF CONSUMABLES

ITEMS	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, Godrej, Safola
Pickle	Mother's or Priya or Tops
Atta	Aashirvad, Pillsbury, Nature Fresh, Rose, Shakti Bhog
Butter	Amul, Britannia, Mother Dairy
Bread	Harvest/Britannia make
Jam	Kissan, Nafed
Milk	Toned milk of Mother Dairy, Delhi Milk Scheme, Amul
Paneer	Amul/Mother Dairy
Tea	Brook Bond, Lipton, Tata, Red label
Coffee	Nescafe, Rich, Bru
Biscuits	Britannia, Parle, Good Day, Mcvities
Ice Cream, Lassi, Curd	Mother Dairy, Amul, Cream Bell – all varieties
Mixtures/Chips	Haldiram/Bikaner
Mineral Water	ISI marked e.g. Kinley/Bisleri/Ganga
Besan, Dal	Rajdhani.Ashoka
Rice	Basmati
Cold Drinks	Pepsi, Coke etc.
Juices	Real, Tropicana
Lemon Water	Hello
Sweet	Bikaner, Haldiram, Nathu, Bangla, Kaleva,

The Contractor may use any other brand of material which meets norms of Food Processing Organizations after obtaining prior written approval of SP (HQ), CBI, New Delhi.

INVENTORY OF KITCHEN EQUIPMENT (At Ground Floor)-- TO BE PROVIDED BY CBI FREE OF COST

S.No.	Description of Item	Size of Item (All Dimensions are in inches)	Quantity (Nos.)	Remarks
01.	SOLID DISH LANDING TABLE	84x30x34	2	
02.	SOACKING SINK	48x30x34+10	1	
03.	THREE SINK UNIT	84x30x34+6	1	
04.	CLEAN DISH TABLE (With Two Under Table Shelves)	40x30x34	1	
05.	THREE TIER POR RACK	60x30x60	1	
06.	FIVE TIER CLEAN DISH RACK	36x18x72	3	
07.	BAIN MARIE (With Tray Slide)	72x30x34	1	
08.	S.S. EXHAUST HOOD	66x30x20	2	
09.	CHAPATTI COLLECTION TABLE	30x30x34x	2	
10.	CHAPATTI ROLLING TABLE	72x30x34	2	
11.	S.S. EXHAUST HOOD	66x66x20	1	
12.	TANDOOR	36x36x34	1	
13.	WORK TABLE (With U/Shelf)	24x36x34	1	
14.	WET GRINDER	In 5 Litre SIZE	1	
15.	THREE TIER POT RACK	60x24x60	1	
16.	WORK TABLE (WITH SINK)	60x30x34+10	2	
17.	LOW HEIGHT KADAI RANGE	30x30x24	1	
18.	LOW HEIGHT COOKING RANGE	30x30x24	3	
19.	LOW HEIGHT WORK TABLE	30x30x24	2	
20.	WORK TABLE	48x30x34	1	
21.	S.S. EXHAUST HOOD	96x30x20	2	
22.	WORK TABLE(With U/Shelf)	48x30x34	2	
23.	WORK TABLE(With Sink)	72x30x34+10	1	
24.	WORK TABLE	60x30x24	1	
25.	FOUR DOOR REFRIGERATOR WITH DOUBLE WALLED PUF	48x27x84	1	KEYS: 335—2 Nos. 302—4 Nos. 348—2 Nos.
26.	WORK TABLE	72x30x34	2	
27.	TWO BURNER RANGE	48x30x34	1	
28.	THREE BURNER COOKING RANGE	72x30x34	1	
29.	S.S. EXHAUST HOOD	96x30x20	2	
30.	UNDER COUNTRY REFRIGERATOR WITH DOUBLE WALL PUF	72x30x34	1	KEYS:-317--2 Nos. 066—2 Nos.
31.	CHAPATI PLATE WITH PUFFER	60x30x34	1	

INVENTORY OF FURNITURE (TO BE PROVIDED BY CBI FREE OF COST)

Location:- Cafeteria/ Canteen

Floor:- Ground Floor

S.No.	Items	Make	Quantity	Remarks
1	Restaurant Table with Granite Top	Geekan	67 (Sixty Seven) Nos	
2	Restaurant Chairs (G.C-952)	Geekan	300(Three Hundred) Nos	

Inventory of Utensils (To be Provided by CBI)

S.No.	Name of the Item	Quantity (Nos.)
1	Big Aluminum Degchi with four Lids	4
2	Small Aluminum Degchi with sixteen Lids	43
3	Cooker Big Size	1
4	Pan (Kadhai) Big	1
5	Pan (Kadhai) Small	1
6	Paraat Big	1
7	Idli Pot	1
8	Gas Cylinder	1
9	Single Burner	1
10	Display Counter	1
11	Steel Long Table	1
12	Visi Cooler	1
13	Insect Killer	2
14	Small Display Counter	1
15	Wooden Table	9
16	Stainless Steel Thalys	26
17	Ladle Small	8
18	Fryer	1
19	Stainless Steel Container	1
20	Aluminum Container	1

SECTION - V

SCHEDULES

CENTRAL BUREAU OF INVESTIGATION

Format for Technical Bid

Earnest Money Deposit (EMD) (To be enclosed in a separate envelope while submitting Technical Bid)	Demand Draft/ Fixed Deposit Receipt (FDR) No. _____ dated _____ For Rs. 1,57,000/- (rupees One Lakh Fifty Seven Thousand) drawn on (name and Branch of the bank) in favour of SP (HQ), CBI (HQ), New Delhi Or Bank Guarantee number for equivalent amount issued by bank in favour of SP (HQ), CBI (HQ), New Delhi
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COMPANY/FIRM PROFILE	TENDERER TO FURNISH DETAILS
<p>Name of the Company/Firm and Complete registered address</p> <p>1(a) Legal Status (Individual, Sole Proprietary firm, Hindu Undivided Family (HUF) business, Partnership firm, Consortium, Joint Venture, Limited Company or Corporation)</p> <p>1(b) Status of the signatory of the tenderer in case of Hindu Undivided Family(HUF) business/Partnership/</p> <p>1(c) Has your company/firm ever changed its name any time? If so, what was the earlier name and the reasons for changing the name of the company/firm.</p> <p>1(d) Were you or your company ever required to suspend catering services for a period of more than 06 months continuously after you commenced the catering services? If so, give the name of the number and contract number and reasons thereof.</p> <p>1(d) Have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.</p>	

<p>2. Name, Designation and Tel. No(s) of the Contact Person -Fax No(s) -E-mail address - Telephone No. -Mobile No.</p>	
<p>3. (a)Year of commencement of Business (b) Nature of Business (Copies of Audited Balance Sheet for the last three Financial years i.e. 2012-13, 2013-14 & 2014-15 to be enclosed)</p>	
<p>4. Statutory Details (Photocopy duly signed to be attached) -Registration No. of the Firm - PAN No. - Service Tax, VAT/CST Registration No. -Name & Address of Bankers alongwith Current Account Details</p>	
<p>5. Income Tax Assessment Completion Certificates or computation of income reported to Income Tax Department along with the Balance Sheet for the financial years 2012-2013,2013-2014 and 2014-2015.</p>	

6. List of present and past clients (Please use separate sheet for each) as per the following format. The information provided will facilitate evaluation of your Technical Bid:

S. No.	Name of the organization with complete postal address	Name of work	Name & designation of the Contact Person with Tel/ Mobile No(s) and E-mail ID

7 **Details of Similar Works (During 31.10.2008 to 31.10.2015)**

S. No.	Name of Organization	Name of Work along with Copy of Work Order / Contract Agreement	Date of Award of work	Schedule Period of completion of Work	Actual period for execution of the job in totality.	Amount (In Rs)
1						
2						
3						

8 Volume of business done during the last three financial years (please submit documentary evidence) (Rs. in Lakh)

(a) Details of annual financial turnover(gross)(Duly certified by Chartered Accountant)	FY 2012-13 (In Rs.)	FY 2013-14 (In Rs.)	FY 2014-15 (In Rs.)
(b)Financial solvency (Duly certified by Bank) Note : The Solvency certificate has to be issued by the Bank after the date of uploading of the Tender.			

9. Whether Performance Certificates in respect of Reported Similar Works as per Schedule prescribed in the Tender Document from previous organizations enclosed?

YES / NO

10. Details of proof of depositing Statutory Taxes for One Year i.e. 2014-15 (refer Clause no. 7 of Special Conditions of Contract) to be enclosed as per evaluation criteria laid herewith.

YES / NO

Signature of Tenderer

Place & Date : **SEAL**

NOTE:-

- a) In case of sole proprietary concern, the name of the sole proprietor, father's/ husband's name, age, residential address and office and residential phone numbers are to be indicated.

Contd.....

- b) In case of partnership concern, the Photostat copy of the Registered Partnership Deed is to be enclosed. The partnership deed should state specifically that a particular partner or partners are authorized to deal with any matter of company. Certified Photostat copy of the Income Tax assessment of the partnership firm as well as individual partners (for last 3 years) is to be submitted.
- c) In the case of Hindu Undivided Family Firm, an Income Tax registration certificate is to be enclosed in addition to the above as per (b).
- d) In case of Limited Company, printed copies of Memorandum and Articles of Association as well as last three Annual Report of Audited Accounts are to be annexed. Authorization by the Board of Directors in favour of the signatory of the tender as well as other documents on behalf of the company may also be enclosed.
- e) A declaration is to be recorded by the authorized signatories of the tender that no change in the status of sole proprietorship Hindu Undivided Family/Partnership/ Company (as the case may be) will take place from the date of submission of tender and during currency of the Contract Agreement, if entered into with them. In case any change is necessary in the overall interest of the business's purpose for which the premises is allotted, it will be with the prior written approval of the CBI, failing which the Contract Agreement will be terminated at the sole discretion of the CBI. It is also to be certified that there is no criminal record of the tenderer/applicant/ proprietor/ Managers/partners/Directors) or their close relatives affecting the business profession under this Contract Agreement..
- f) Bid submitted by a Consortium should comply with the following additional requirements:-
 - i) Number of members in a consortium should be limited to two only;
 - ii) The bid should contain information of each member of the consortium;
 - iii) Any or one of the consortium members should purchase the tender document from CBI and /or intimate CBI, in case the tender document are downloaded from the web sites;
 - iv) An individual Tenderer cannot at the same time be a member of a Consortium and cannot be a member of any other consortium applying for the bid;

The members of the consortium shall nominate any one member as their lead technical member and any one member as their financial member; Alternatively, the Members of the consortium can nominate one member as the lead member for both the bids also;

The nomination (s) shall be supported by a Power of Attorney as per standard practice of Govt. of India and signed by all members as well as by the lead technical and financial members;

- v) The Memorandum of Understanding (MOU) shall, inter alia:
 - a) Expressly convey the intent to form a Joint Venture Company, with their respective share holding commitment(s) in accordance with the prescribed clauses set forth in this Bid document, which would be entered into through the Contract Agreement and subsequently carry out all the responsibilities in accordance with the terms of the Contract Agreement;

- b) Clearly outline the roles and responsibilities of each member at every stage.
- c) Commit the minimum equity stake as required under the clause; and
- d) Include a statement to the effect that all the members of the Consortium shall be liable jointly and severally for the execution of the transaction process in accordance with the terms of the Contract Agreement.

A copy of the MOU should also be submitted alongwith the Bid.

The MoU entered into amongst the members of the Consortium should be specific to the tender and should also contain the above requirements, failing which the Bid shall be considered non-responsive.

Any entity which has been debarred by CBI or any of the other entity of Govt. of India from participating in the transaction process and the debar stands as on the Bid Due Date, would not be eligible to submit the Bid, either individually or as a member of a Consortium.

Change in Consortium composition

Any change in the composition of a Consortium will not be permitted during the stage of the bidding process.

Place:

Date:

Signature of Tenderer

SEAL

NOTE:-

The documents viz. Sales Tax, Value Added Tax, Service Tax, Work Contract Tax, Balance Sheets, Income Tax Assessment, Completion Certificates, Volume of Business, annual Financial Turnover, Financial Solvency are not mandatory in case of Govt./ R&D departments of Central/ State Governments.

In case of sole proprietary concern, the name of the sole proprietor, father's/ husband's name, age, residential address and office and residential phone numbers are to be indicated.

In case of partnership concern, the Photostat copy of the Registered Partnership Deed is to be enclosed. The partnership deed should state specifically that a particular partner or partners are authorized to deal with any matter of company. Certified Photostat copy of the Income Tax assessment of the partnership firm as well as individual partners (for last 3 years) is to be submitted.

In the case of Hindu Undivided Family Firm, an Income Tax registration certificate is to be enclosed in addition to the above as per (b).

A declaration is to be submitted by the authorized signatories of the tender that no change in the status of sole proprietorship Hindu Undivided Family/Partnership/ Company (as the case may be) will take place from the date of submission of tender and during currency of the Contract Agreement, if entered into with them. In case any change is necessary in the overall interest of the business's purpose then the written approval of CBI, has to be obtained failing which the Contract Agreement will be terminated at the

sole discretion of the CBI. It is also to be certified that there is no criminal record of the tenderer/applicant/proprietor/Managers/partners/Directors) or their close relatives affecting the business profession under this Contract Agreement.

Bid submitted by a Consortium should comply with the following additional requirements:-

Number of members in a consortium should be limited to 2 (two) only;

The bid should contain information of each member of the consortium;

Any or one (01) of the consortium members should purchase the tender document from CBI and /or intimate CBI, in case the tender document are downloaded from the web sites;

An individual Tenderer cannot at the same time be a member of a Consortium and cannot be a member of any other consortium applying for the bid;

The members of the consortium shall nominate any one member as their lead technical member and any one member as their financial member; alternatively, the Members of the consortium can nominate one member as the lead member for both the bids also;

The nomination (s) shall be supported by a Power of Attorney as per standard practice of Govt. of India and signed by all members as well as by the lead technical and financial members;

The Memorandum of Understanding (MoU) shall, inter alia:

Expressly convey the intent to form a Joint Venture Company, with their respective share holding commitment(s) in accordance with the prescribed clauses set forth in this Bid document, which would be entered into through the Contract Agreement and subsequently carry out all the responsibilities in accordance with the terms of the Contract Agreement;

Clearly outline the roles and responsibilities of each member at every stage.

Commit the minimum equity stake as required under the clause; and

Include a statement to the effect that all the members of the Consortium shall be liable jointly and severally responsible for execution this contract.

The project specific MoU between the Public Sector Undertaking/Enterprise is also acceptable. But the obligations of both the parties are to be clearly indicated in the MoU.

A copy of the MOU on non- judicial stamp paper of Rs. 100/- (One hundred) duly notarized shall have to be submitted alongwith the Bid.

The MoU entered into amongst the members of the Consortium should be specific to the tender and should also contain the above requirements, failing which the Bid shall be considered non-responsive.

Any entity which has been debarred by CBI or any of the other entity of Govt. of India from participating in the transaction process and the debar stands as on the Bid Due Date, would not be eligible to submit the Bid, either individually or as a member of a Consortium.

The CBI reserves the right to independently verify the performance of Reported Similar Works onsite as well as offsite from their previous clients.

Change in Consortium composition

Any change in the composition of a Consortium will not be permitted after the last date of submission of the Tender Document.

UNDERTAKING

(To be executed by the Tenderer on non-judicial stamp paper of Rs. 100/-duly notarized)

I/We undertake that I/We have carefully studied all the terms and conditions and understood the parameters of the proposed order of the **Supdt. of Police(HQ), CBI HQ, New Delhi** and shall abide by them.

I/We also undertake that I/We have understood "Parameters, Specifications/particulars along with terms and conditions for execution of letter of Award in pursuance to the Tender No. .18/1/98(part 13) ADM – I/273 Dated 25 /1/2016 and shall conduct the work strictly with the requirement of CBI HQ.

I/We further undertake that the information furnished in this tender are true and correct in all respect and I/We hold the responsibility for the same.

I/We also undertake that the materials to be replaced/supplied shall be in accordance with laid down norms of statutory authorities as stipulated in the Tender Document and I/We shall be responsible to adhere the for rejection/cancellation of contract in case, it is observed by the CBI, New Delhi that the materials supplied by the firm are found substandard, then I/We hold the responsibility for the same and accordingly, I/We authorize CBI to take any action including Civil or Criminal against the firm.

I/We have not been blacklisted or debarred by any organization of Government of India before uploading of this Tender Document on the CPP Portal.

Place & Date :

Signature of the Tenderer with stamp of the firm

DECLARATION

(To be executed by the Tenderer on non-judicial stamp paper of Rs. 100/-duly notarized)

I/We _____, S/O / Daughter of Shri. _____ hereby declare that none of my relative is/are employed in Central Bureau of Investigation. In case at any stage, If the information found incorrect then, Central Bureau of Investigation has the absolute powe to take any action as deemed fit without any prior intimation to me.

Place & Date :

Signature of the Tenderer with stamp of the firm

FORMAT FOR PERFORMANCE CERTIFICATION

(Furnish this information for each individual work from the employer for whom the work was executed)

Sl. No.	Description	Remarks
1.	Name of the contract and location:	
2.	Agreement no.: Scope of Contract Contract Cost Date of start Scheduled Completion Period Actual Completion Period Amount of compensation/ liquidated damages/ penalty levied, if any by the previous employer	
3.	Performance Report	Outstanding/ Very Good/ Good/ Satisfactory or Poor
4.	Compliance of Statutory Requirements in respect of registration: Sales Tax or VAT Service Tax EPF Contribution ESI Contribution	Yes/No Yes/No Yes/No Yes/No

Place:

Date:

(Signature of Authorized Signatory for and on behalf of the firm, Name and designation)

(Seal of the Organization)

(Signature of responsible authority should not be below the rank of Under Secretary of Govt. of India or equivalent Officer of Govt. of India, Organization or Manager of PSU or equivalent in case of Private Sector Organization)

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: 18/1/98 (Pt 13)-ADM-I/273

Dated:25/1/2016

Name of Work: -Providing Catering Services in CBI HQR Canteen at 5-B, CGO Complex, Lodhi Road, New Delhi11000.

Dear Sir,

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

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

3. The corrigendum(s) issued from time to time by the CBI have also been taken into consideration, while submitting our offer.

4. In case any provisions of this tender are found violated , then CBI shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full amount of Earnest Money Deposit.

Yours Faithfully,

Date & Place :

(Signature of the Tenderer, with Official Seal)

SCHEDULE OF PRICES OR FORMAT FOR FINANCIAL BID

Name of Work : Providing Catering Services in CBI HQR Canteen at 5-B, CGO Complex, Lodhi Road, New Delhi11000.

Item No.	ITEM WITH QUANTITY/WEIGHT	Average Weightage of Item	Unit Rate inclusive of all Taxes (In Figure)	Unit Rate inclusive of all Taxes (In Words)
1	One Cup tea (Readymade) - 125 ml	11.21%		
2	One Cup tea readymade (Special) – 125 ml	1.69%		
3	Black Tea / Lemon Tea -- 125 ml	2.12%		
4	GREEN TEA	1.38%		
5	One cup coffee (Readymade) - 125 ml	12.67%		
6	One cup coffee (Espresso) - 125 ml	0.26%		
7	One Samosa-70 grams	5.94%		
8	One Bonda -70 grams	1.54%		
9	Patties	0.50%		
10	One Vada with Sambhar – Each Vada weighing 70 grams	3.69%		
11	One Vegetable Cutlet - 70 grams	0.09%		
12	One Idli with Sambhar— Each Idli weighing 70 grams	2.45%		
13	Uttapam	0.56%		
14	Bread Pakora	4.58%		
15	Paneer Pakora	1.71%		
16	Masala Dosa	0.12%		
17	Plain Dosa	0.03%		
18	Vegetable Burger / Sandwich 1 PC	0.88%		
19	BREAD BUTTER	0.05%		
20	Cheese Sandwich	0.25%		
21	Vegetable , Chowmin 1 Plate 150 grams	1.14%		
22	2 EGG OMLET	0.10%		
23	Normal Thali (Dal Tadka +Seasonal Vegetable + Rice+Achar+2Pcs Roti + Sweet)	22.93%		
24	Special Thali (Peas Pulao+DalMakhani+ ShahiPaneer+ Seasonal Vegetable+ Achar+Papad+2 Pcs Roti+Curd+ Sweet)	9.98%		
25	One Roti (Tawa) - 50 grams	0.93%		
26	One Katori Dal – 200 grams	2.25%		
27	One Katori SeasonalVegetable–200grams	0.64%		
28	Rice	1.33%		
29	Full Plate Rice (Basmati)/Pulao - 400 grams	2.73%		
30	Chicken Curry	0.89%		
31	Egg Curry-2 Eggs	1.18%		
32	Chhole Bhature 2Pcs --	0.23%		
33	One Piece Gulab Jamun - 60 grams	2.50%		
34	One Piece Burfi / Laddoo (Besan) - 60 grams	1.45%		
	TOTAL PRESCRIBED WEIGHTAGE (For ITEM No. 1 to 34) 80%			
	TOTAL PRESCRIBED WEIGHTAGE (For ITEM No. 35) 20%	% Discount →	In Figures	In Words
35	Packed Items (Juice/ Biscuits/ Sweets/ Lassi/ Cold Drinks, Mineral Water/ Namkeen/Chips, Ice-cream, Curd, Lassi, Chach etc.)			
	Note: a standard discount % needs to be quoted by the tendered which shall be applicable on all packaged items sold through the canteen			

Note:- Item wise Rates to be quoted by each Tenderer should be inclusive of all Taxes and Duties.

Place

Date :

(Name & Signature of the Tenderer)
(stamp of the firm)

DRAFT FOR CONTRACT AGREEMENT TO BE JOINTLY SIGNED BY CBI AND THE CONTRACTOR FOR
PROVIDING CANTEEN SERVICES AT CBI PREMISES, NEW DELHI
(To be signed on a Stamp Paper of Rs. 100/-to be purchased by the contractor)

AGREEMENT

This Agreement made on this day i.e. ___ of Two Thousand & Sixteen between the Superintendent of Police (HQ), Central Bureau of Investigation (CBI), 5-B, CGO Complex, Lodhi Road, New Delhi-110003 (hereinafter called the organization) being one party and Shri / Mrs / Ms ___ of M/s _____ being the other party (hereinafter called the caterer) and whereas the organization is desirous for engaging a caterer for Providing of Canteen Services as detailed in the Tender Document for the Personnel and Visitors of CBI. Whereas it is decided to grant a Contract (not being a lease) to the caterer to prepare and serve the items listed in Letter of Award to the Personnel and Visitors in the Canteen, Office complex and in the Seminars/Conferences as well as for Guests staying in guest house (in special cases---as and when required) on agreed Terms & Conditions as described in Tender Document, It is hereby confirmed as having been agreed to between the respective parties as under:-

1. That the Caterer has been granted the contract to Provide Canteen Services in the premises of the Central Bureau of Investigation 5-B, CGO complex, Lodhi Road, New Delhi-110003 initially for a period of one year w.e.f. 1st _____2016 (Extendable upto Three years) on the terms & conditions contained in the Tender Document, Letter of Award of the Contract and this agreement read together. If during this period, the performance is found satisfactory, the contract may be renewed for further specified period on the existing or mutually agreed to terms & conditions. The contract is also terminable by serving a Notice of period of Three months by either party on other party.

2. That the items served by the Caterer shall be of good quality and hygienic prepared in clean environment. The Employer or his authorized representatives may at any time enter the kitchen area allotted to the caterer 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 CBI with regard to the desirability or quality of the food articles offered for consumption shall be final. If any item of the menu/provision of food is found defective or not fit for use/consumption, the Employer may either - (i) issue warning; and / or (ii) get the said raw material/items destroyed and ask the Caterer to purchase fresh stocks, without any payment of compensation to the Contractor for the discarded material/items.

If, however, this problem recurs in spite of warning having been issued, the Organization reserves the right to impose financial penalty as decided by the Employer or other wise cancel the contract without giving any notice. The rates of items to be served by the Caterer shall be valid on annual basis, i.e., from April to March every year and in-between revision shall NOT be allowed. The organization may, if considered necessary, revise the rates only after one year of the contract in regard to the items of food/eatables and drinks and till such time that the revised rates become operative, the caterer shall charge the existing rates.

4. That the caterer shall use milk either Delhi Milk Scheme (DMS) or Mother Dairy or Amul . In case he is unable to maintain supplies of Delhi Milk Scheme or Mother Dairy for any reasons, he should arrange to procure from other sources supplying good quality milk eg. Amul. The security deposit to DMS/Mother Dairy/ Amul if any, will be paid by the Caterer himself.

5. That the Caterer shall not make any additions or alterations in the premises allotted to him for providing canteen services.
6. That the caterer has agreed to keep the premises and its surrounding area neat, clean and tidy at all times and according to the Health/Hygienic conditions bye-laws of the Municipal Corporation of Delhi (MCD) or any other Government/Statutory body i.e. Food Safety and Standards Authority of India (FSSAI). In the event of violation of any of the aforesaid bye-laws in and around the Canteen Kitchen/Cooking area or Dining hall, the Caterer shall be responsible for any Penalty/ Fine imposed by the concerned authorities.
7. That in the event of Health Authorities of MCD or Department or any other Government/Statutory authorities taking samples of raw material used by the Caterer and those samples are not found fit up to the mark for human consumption, the caterer shall be fully responsible for any Fine/Penalty imposed or legal recourse taken by such authorities.
8. The second Party to this Tender has specifically agreed to pay lease rent for the space to be allotted by the First Party as per rates prescribed by Directorate of Estates, Ministry of Urban Development , Govt. of India.
9. That the Contractor has agreed to pay to CBI, charges for consumption of Electricity, Cooking gas and Water on the basis of actual consumed Units along with Administrative charges as indicated in the Tender Document.
10. That the caterer has agreed to provide sufficient number of cooks, waiters and other support staff in the kitchen and dining hall and shall take all reasonable precautions to ensure that these workers attire themselves properly while on duty and are civilized, polite, sober and honest in their dealings with the personnel of CBI, Visitors and Guests. He shall also employ only those workers whose antecedents have been verified by the Police and are medically fit in all respects.
11. That any employee deployed by the Caterer in the premises becomes liable for suspension or dismissal by the organization due to his actions, disobedience or misconduct, the caterer shall accept the decision of the organization as final and abide by such decision. In such an event, the organization shall not in any way be liable for any claim made by the concerned employee of the caterer for wages or damages and the caterer shall keep the authorities of CBI indemnified.
12. The organization will have the right to review the working of this contract from time to time and if at any time it is found that the caterer has failed to fulfill any of the conditions of this contract or that his working is unsatisfactory, the CBI may terminate the contract after giving the Caterer a Notice for a period of three-month, but no such Notice shall be necessary if the contract is terminated on the ground of service of any undesirable commodity.
13. That the caterer will not transfer or assign any part of his interest under this contract. This contract shall also be liable to be terminated before the expiry of the period of this contract in case of death or insolvency of the Caterer.
14. That it is agreed between the parties that no interest whatsoever in the premises has been assigned by the organization to the contractor and the possession of the premises will always that of the organization, even when the premises are in use or occupation of the caterer.
15. Organization shall provide to the caterer necessary equipments, furniture & fixtures, as listed in Tender Document and he shall maintain them in good condition. He shall be responsible for their maintenance.

16. The caterer shall provide all other equipments for running the canteen like Crockery, Cutlery, Table linen, Flower posts, Livery for the Canteen Staff and these shall be of good Quality and Standard.

17. The caterer shall be required to procure gas refills in sufficient quantity for cooking purposes in addition to the gas line provided by CBI at his cost. The cooking equipments shall be provided in working condition by CBI. However, subsequently operational & maintenance expenses will be borne by the Caterer himself .The caterer shall be responsible for any loss/theft of the equipments provided to him by the Organization.

18. The Caterer shall also be responsible for the upkeep of equipments provided by the organization. In case of any damage happened/made by any person to the furniture and equipments, he will immediately inform in writing to the concerned authorities of the organization for recovery of such losses or damages from the defaulters, failing which the Caterer shall himself be liable to pay the cost as decided by CBI.

19. All the equipments, furniture, fixtures, including gas and electrical installation of the Canteen kitchen and dining hall shall be handed over by First Party to Second Party who shall keep these in good working condition. These shall be used carefully & cautiously by his employees. The repairs of the gas and electrical appliances shall have to be got done by the Contractor at his own cost & nothing shall be paid by CBI.

20. That the Caterer shall maintain a Suggestion Book for recording suggestions for improvement of Canteen Services. Such suggestions, as approved by the authorities of CBI, shall be forthwith acted upon. The suggestion book shall be kept open for inspection by the designated authorities of CBI.

In witness whereof the parties have put their hands to this agreement on the day aforesaid.

Signed and delivered by:

()

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SUPDT OF POLICE (HQ)

Name of the Firm

CBI(HQ)

On behalf of CBI

On behalf of CATERER

WITNESS

WITNESS

Name

Designation & address

Name, Designation & address

Name

Designation & address

Name, Designation & address

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FORMAT FOR FINANCIAL INFORMATION

Financial Analysis – Details to be furnished duly supported by figures with balance sheet/profit & loss account for the last three consecutive Financial Years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

	Years		
Financial Year	2012-13	2013-14	2014-15
Annual Turnover (In Rs.)			

- (i) Gross Annual turn over on Catering Works.
- (ii) Profit/Loss
- (iii) Financial arrangements for carrying out the proposed work.
- (iv) Whether valid Solvency Certificate from Bankers of the Tenderer as stipulated enclosed ?
YES/ No

Place:

Date:

Signature of Tenderer along with Seal

Signature of Chartered Accountant with Seal

SCHEDULE – IX

FORMAT OF BANKERS CERTIFICATE FROM A SCHEDULED BANK (FOR SOLVENCY CERTIFICATE)

(To be issued by the Bank after the date of uploading of Tender Document on CPP Portal by CBI)

This is to certify that to the best of our knowledge and information that M/s/ Sh.
having marginally noted address, a customer of our bank are/ is respectable and can be treated as
good for any engagement upto a limit of Rs. (Rupees)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Place:

Date:

(Authorized Signatory of the Bank)

Seal of the Bank

NOTE

- 1) Bankers certificates should be on letter head of the bank, addressed to tendering authority.
- 2) In case of partnership firm, certificate should include names of all partners as recorded with the bank.