

INDIAN COUNCIL OF WORLD AFFAIRS
SAPRU HOUSE, BARAKHAMBA ROAD, New Delhi-110001

Tender Ref. No.- ICWA/551/9/2018

Dated :03/10/2019

Tender for Catering Services

INDIAN COUNCIL OF WORLD AFFAIRS invites online tender under two bid systems from reputed and experienced agencies, for providing food catering service for a period of two years at SAPRU HOUSE, BARAKHAMBA ROAD, NEW DELHI which shall be further extendable for one year subject to terms & conditions.

Interested & eligible agencies may submit their bids in accordance with the instructions given in the bid document. The detailed schedule is as under:

Manual bids shall not be accepted. The bids should be submitted online at Central Public Procurement Portal Website i.e. <http://eprocure.gov.in/eprocure/app> only.

(Soni Dahiya)
Under Secretary,
Indian Council of World Affairs

Schedule

Name of Organization	Indian Council of World Affairs, Sapru House, Barakhamba Road, New Delhi – 110 001
Tender Type(Open/Limited/EOI/Auction/Single)	Open
Tender Category(Services/Goods/works)	Services
Type/Form of Contract (Work/Supply/Auction/ Service/ Buy/ Empanelment/Sell)	Services
Product Category	Catering Services
Date of Issue/Publishing	04/10/2019
Pre Bid meeting	07/10/2019
Issue of clarifications, if any	09/10/2019
Last Date of Submission of Bid	25/10/2019 [Up to 11:30 am]
Technical Bid Opening	25/10/2019 (4:00 pm)
Financial Bid Opening	Will be intimated later on
EMD	Rs 50,000/- (Rs. fifty Thousand Only) in favour of “Indian Council of World Affairs”, payable at New Delhi, together with Technical Bid.
Bid Validity days	90 days (From last date of opening of tender)
Address for Communication	Ms. Soni Dahiya, Under Secretary, ICWA, Sapru House, Barakhamba Road, New Delhi- 110001.
Contact No.	011-23317246-9
Email Address	us@icwa.in ; seminars@icwa.in

Terms and Conditions

1. Submission of BIDS

The online bids (complete in all respects) must be uploaded online in two covers (Technical and Financial Bids) as explained below:

i) **Technical Bid :-**

The Technical Bid Envelope should contain the documents listed below:

- DD for EMD of Rs.50,000/- (Rupees fifty thousand Only)
- Technical Bid Format as per Annexure - I and all the duly signed documents including documentary evidences mentioned in Eligibility Criteria.
- Undertaking for downloaded bid form as per Annexure - V [All pages of the documents should be signed by the authorized signatory]

ii) **Financial Bid:-**

The Financial Bid should contain the rates for the various catering menus as per proforma for Financial Bid. The company/ firm/ agency have to quote rate in all sub-categories, if any. **L1 bidder will be decided on the basis of rate arrived under each category Menu separately.**

2. Submission Guidelines

Any offer beyond the stipulated date and time for submission of bid or received through fax and email will not be accepted.

- (i) No further discussion/ interface will be granted to Bidder whose bids have been disqualified. ICWA reserves the right to accept or reject in part or full, any or all the Bids without assigning any reason whatsoever.
- (ii) ICWA will not entertain claim of any nature, whatsoever, including without limitations, any claim seeking expenses in relation to the preparation of Bids or any other expense till award of contract.
- (iii) Terms and Conditions of the Contract as mentioned in this document should be read carefully and followed by the vendor

3. PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule.

Annexure-I

DECLARATION SHEET (In Company's/ Firm's letter head)

We, _____ hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification. This is certified that our organization has been authorized to participate in Tender. We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document.

We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.	NAME & ADDRESS OF THE Vendor/ Manufacturer / Agent
Phone	
E-mail	
Contact Person Name	
Mobile Number	
GST Number	
PAN Number	
Bank details of bidder (Name of Bank)	
Bank Branch Address with Phone No.	
IFSC Code	
MICR code of Bank	
Bank Account No	
Type of Bank account	

Terms and Conditions of the contract

A. Information relating to submission of Bids

1. Tenders are invited for providing Catering services as mentioned in this document of ICWA from the agencies that fulfill the criteria given below.
2. The period of contract under the scope of work shall be initially for a period of two years, which can be further extended by mutual agreement for a period of one year with the same terms and conditions depending on satisfactory performance of the Agency and at discretion of ICWA.
3. A copy of the terms and conditions shall be signed on each page and uploaded with the technical bid as token of acceptance of terms and conditions.
5. The bidder shall pay EMD of Rs.50,000.00 (Rupees fifty thousand only) in the form of demand draft in favour of INDIAN COUNCIL OF WORLD AFFAIRS, NEW DELHI.
6. The Earnest Money Deposit shall be returned to the unsuccessful bidders after finalisation of contract without any interest.
7. On awarding of contract the EMD of the successful bidder will be returned without interest and the bidder will be required to submit a separate bank guarantee for the amount equal to Rs.1,00,000/- for the purpose of performance security. Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations.
8. The bid shall be valid and open for acceptance of the Competent Authority of ICWA for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder shall be entertained.
9. To assist in the analysis, evaluation and computation of the bids, the ICWA may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
In case two or more agencies are found to have quoted the same rates, the competent authority ICWA shall decide on the agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Competent Authority shall be final.
10. ICWA reserves the right to accept or reject any or all bids without assigning any reasons. ICWA also reserves the right to reject any bid which in its opinion is non responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
12. Financial bids of only those agencies will be opened who qualify in the Technical bids.
13. The tender document is not transferable under any circumstances.
14. Lowest Bidder will be taken on the basis of minimum of rates quoted by the bidder in Financial Bid.
15. Any changes with reference to this tender will be notified through website (Tender Section in Public Announcements of ICWA website).
16. All costs incurred in connection with submission of bids like preparation, submission, mailing, any personal visits for seeing the location, submitting the bids personally, subsequent processing etc. shall be borne by the bidder. ICWA will not be responsible / liable for the same regardless of the outcome of the tendering process.
17. The bid can only be submitted as per manner prescribed.
18. The bid submitted shall become invalid if:
 - a. The bidder is found ineligible.
 - b. The bidder does not submit all the documents as stipulated in the bid document including the EMD.
 - c. If any substantial discrepancy is noticed between the tender documents uploaded and hard copies submitted physically by the bidder.

B. Eligibility Criteria & Document submission: The following is the minimum eligibility criteria for the caterer to participate in the tender **“For providing Food Catering service to Indian Council of World Affairs”**

- i. Should be based at Delhi NCR and with the registration of catering services under the relevant statutory /Act, either as a sole proprietor or a registered firm or a company to run food catering services.

- ii. Should be free from all encumbrances, liabilities, disputes and litigations with respect to its ownership and shall have all required approvals/permissions from the competent authorities to participate in the bidding process:-
 - iii. Valid Food license issued by Food Safety & Standard Authority of India (FSSAI) .
 - iv. Firm registration certificate.
 - v. Trade & Labour License.
 - vi. GST registration Certificate.
 - vii. ESI & EPF Registration Certificate.
 - viii. Copy of PAN Card.
 - ix. The food Caterer should have executed Single / Multiple contracts with any Government office/ Government institute / any PSU/autonomous body totaling to a minimum of Rs. 1 Crore in every single financial year during the last Three years (FY 2016-17, 2017-18 & 2018-19).
- X Latest audited financial statements certified by CA for a period of last 3 years (FY 2016-17, 2017-18 & 2018-19) to be submitted.
- xi. A declaration to the effect that the Caterer has not been blacklisted by any of the Organization at any point of time and no criminal/civil case is pending against the said Caterer.
 - xii. The caterer should have its own Proper Kitchen (not in temporary shed / hut / partially constructed) with all required safety & fire hazards.
 - xiii An undertaking signed by the authorized signatory of the firm stating that all the terms and conditions given in the document "Tender for food catering services" No. ICWA/551/9/2018 dated 03.10.2019 are acceptable.

C. Pre-Bid meeting: A Pre bid meeting will be conducted at ICWA, Sapru House, Barakhamba Road, New Delhi. Interested bidders who would like to seek clarifications may attend the meeting.

D. Food Serving Timings:

Timings may vary based on the Schedule which will be informed in advance. Location for serving food on various days may also vary based on the Schedule which will be informed in advance.

- i. The food should reach the venue 15 minutes before the scheduled time. No Delay will be entertained under any circumstances. However, the request for delay may be considered in unavoidable circumstances with prior information or approval from the competent authority of ICWA.
- ii. The count of participants in each location for serving the food will be provided by ICWA representative on event to event basis.

E. Manpower Deployment: The Caterer is required to deploy sufficient manpower for ICWA events at all timings when the food is served. The basic cleaning should be taken care by the Caterer only.

G. Cutlery / Crockery for serving food: The Caterer should provide good quality and required number of Cutlery/Crockery items like Glasses, serving bowls, plates etc., for serving the food at all locations. Replenishing of the items due to breakage/damage is the responsibility of the Caterer only. All the items brought by the caterer for serving food will have to be taken back after the event.

H. Grooming: The Caterer should ensure that the team follows the formal uniform with shoe polished, wear the head caps and hand gloves and should be neat & clean.

I. Dustbins with Garbage covers: The Caterer should provide required dustbins and garbage covers at all the locations at food serving area and the disposal of garbage on daily basis is the responsibility of the Caterer only.

J. Medical tests & Insurance: Persons who prepare / serve food should maintain high degree of cleanliness and personal hygiene. They person deployed shall be medically fit and suitable to cook and serve. They should be comprehensively insured by the Caterer for any accidents and injuries.

K. Food Test Reports: The Caterer should, at his own cost, get the food tested at the laboratory specified by ICWA and furnish a report of suitability as and when demanded by ICWA.

L. Inspection of Kitchen: The Caterer should allow ICWA representatives to inspect/Check the kitchen at periodical intervals.

M. Other Terms and Conditions: ICWA reserves the right to accept or reject any or all the tenders or cancel this process at any time without assigning any reason whatsoever.

- a. The bidders, who do not meet the eligibility criteria; or do not submit all the necessary documents in support of the eligibility criteria; or do not submit documents that are complete and valid - shall be disqualified and they would not be invited for participating in commercial bidding (later stage) through e-Procurement. The bid offer shall be valid up to 90 days after closing date of the Tender.
- b. Deviations from, or objections or reservations to critical provisions such as those concerning qualification criteria, maintenance of premises, availability of government/statutory approvals and clearances, ready and explicit willingness to accept and honour the terms and conditions of lease etc. will be deemed to be material deviations.
- c. The bidder is expected to read all instructions, terms and conditions in the tender document. Failure to furnish all information required or to submit a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in the rejection of the bid. Incomplete bids, received late, bids not conforming to the specifications and instructions contained herein, will be rejected summarily.
- d. Prior to detailed evaluation, the Council will determine the substantial responsiveness of each bid to the tender document. A substantially responsive bid is one which conforms to all the terms and conditions of the bidding/tender document and is without any material defects and deviations. If a bid is not substantially responsive, it will be rejected by the Council and may not subsequently be made responsive by the bidder by correction of the non-conformity. Only those bidders whose Technical bids have been found substantially responsive would be informed by the Council about their responsiveness. The Council will evaluate and compare the Price/Financial/Commercial bids of only those Technical bids which have been determined to be substantially responsive. The Council will empanel the successful bidders who have been determined to have qualified in the technical and commercial evaluation based on L1 price.
- e. The Council shall correspond only with the shortlisted bidders.
- f. Any form of canvassing/influencing will attract rejection of bid submitted by the bidder and the Council reserves the right to take such penal action (e.g. blacklisting the Bidder for the present and future etc.) as it deems fit. Notwithstanding anything contained above, the Council reserves the right to reject all or any bid as recommended by the Tender Committee and is not bound to divulge any reason to the unsuccessful bidders.

N. Statutory Requirements:

- a. The Caterer shall be solely responsible to comply with all Acts, Laws, Rules and Regulations, as may be applicable from time to time in respect of providing catering services and shall pay all taxes, debts and / or levies as may be levied by the appropriate Government / Local Bodies and other authorities in this regard, and the Caterer shall indemnify the Council against all claims, loss, damage and costs thereof in case of any breach of any of these Acts, Laws, Rules and Regulations.
The Caterer shall fully indemnify the Council for any default or non- observance by the vendor or any of their representatives of any of the provisions of the above mentioned enactment and the rules framed thereunder. Even though the catering vendor shall be solely liable for the settlement of any claim made by any person due to the non- observance by the vendor of any of the provisions or otherwise of the enactments cited, the Council reserves its right to settle directly any amount due by the vendor as mentioned above and to recover such amounts from any of the amounts payable by the Council to the catering vendor or in the absence of the same as debt due to the Council by the vendor

- b. The Caterer shall have separate ESI/EPF code number in their own name and ensure prompt payment and submission of related returns on time to the authorities concerned and produce documentary evidence to that effect. The vendor should ensure that all workers have separate EPF and ESI Code number. The vendor should ensure remittance of EPF and ESI, to the respective accounts of the individual workers. ICWA reserves the right to check the records.
- c. The vendor shall not sublet, transfer or assign the contract or any part thereof without the prior written approval of the Council. The Contract / Agreement is NON-TRANSFERABLE
- d. The vendor shall comply with all the terms and conditions and ensure supply of the prescribed quantity and quality of food items during the service timings and in the event of any failure or breach of any of the conditions by the Service Provider and in case of deterioration in the quality of the food items or reduction in the quantity thereof, ICWA shall be at liberty to cancel the empanelment.

Q. Performance Bank Guarantee:

- a. The EMD of successful bidder will be returned.
- b. The successful bidder is required to submit performance security in the form of bank guarantee separately of the value equal to Rs.1,00,000/- (Rupees one lakh only).
- c. Performance Security in the form of Bank Guarantee will be forfeited if the firm fails to perform any of the terms or conditions of the contract, besides the firm may also be blacklisted
- d. Performance Security in the form of Bank Guarantee amount will be refunded to the Caterer without any interest, whatsoever after it duly performs and completes the contract successfully in all respects.

R. Bill Payments:

- a. The Caterer is required to maintain all records with regard to the supply of food and should get it verified by ICWA representative on regular basis.
- b. Payments shall be made on monthly basis through online mode within 30 working days on receiving the bills/invoices with all supporting documents from the caterer. Caterer should provide complete bank details to the accounts branch of the Council for online payments.
- c. The unit rates quoted will remain same during the entire period of contract.

S. Contract Period:

- a. The contract will initially be for a period up to two years which will further be extended for another one year on the basis performance and feedback received.
- b. During the contract period, Council will not entertain any request for revision of rates due to reasons such as increase in costs, wage revision in the Minimum Rates fixed by the local authority etc.

T. Terms for Termination of Contract: The food catering contract can be terminated by either side by giving a notice of not less than 30 days in advance without showing any reason for the termination of the contract.

U. Arbitration:

- a. In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the Director General (ICWA) or to the sole arbitration of the officer entrusted (whether in addition to his own duties or otherwise) with the functions of the Director General (ICWA) or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the Director General

(ICWA) or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the Director General (ICWA) or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the Director General (ICWA) or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

Annex-II

DRAFT AGREEMENT

This agreement is made on _____ day of _____ Two thousand Nineteen between Indian Council of World Affairs, Delhi, as one part, hereinafter called ICWA and M/s _____, having its registered office at _____ hereinafter called the 'Agency' for providing Catering services.

WHEREAS the ICWA is desirous to engage the Agency for providing Catering Services on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI, insurance etc relating to Catering Services personnel deployed in ICWA. ICWA shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at ICWA. The ICWA shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one month notice on either side.
5. In case of non-compliance with the contract, ICWA reserves its right to:
 - a) Cancel/revoke the contract; and/or
 - b) Impose penalty upto 10% of the total annual value of contract in case repeated complaints are received about quality of Food or Behaviour.
6. Performance security in the form of bank guarantee equal to Rs.1,00,000/- submitted by the bidder at the time of signing of the agreement shall be refundable without interest after three months of termination/completion of contract.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to their personnel deployed in ICWA.
8. The Catering Services personnel deployed by the Agency will not claim to become the employees of ICWA and there will be no Employee and Employer relationship between the personnel engaged by the Agency and in ICWA.
10. There would be no increase in rates payable to the Agency during the contract period. The Agency agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
11. Decision of ICWA in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.
12. In case of dispute, interpretation /decision of ICWA will be treated as final. ICWA reserves the right to accept or reject in part or full any or all the Bids without assigning any reason whatsoever.

THIS AGREEMENT will take effect from _____ day
of _____ Two thousand nineteen and shall be valid for one year.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with
their Seal in Delhi;

For and on behalf of ICWA

Authorized Signatory:

Designation:

For and on behalf of the firm:

Annex-III
Technical Bid

To be submitted along with documents in a separate sealed envelope			
Sl. No.	Documents	Content	Number of pages
1.	Technical Bid	EMD	
2.			
3.		Copy of Food license issued by FSSAI	
4.		Firm Registration certificate.	
5.		Trade & Labor License	
6.		Copy of Pan Card	
7.		Certificate of Registration of GST and acknowledgment of up to date field return of GST.	
8.		Copy of ESI & EPF Registration	
9.		Audited copy of turn over of last three financial year (2016-2017, 2017-2018 & 2018-19) certified by CA.	
10.		Copy of work orders as Proof of serving to any Government / Govt. Institute / PSU /autonomous Bodies.	
11.		Declaration on stamp paper to the effect that Firm has not been blacklisted by any of the Organization at any point of time and no criminal/civil case is pending against the said Firms.	
12.		An undertaking on firm letter head signed by the authorized signatory stating that all the terms and conditions given in the document "Tender for food catering services" are acceptable.	

Date:

Place:

Signature
Authorized Signatory of the bidder
(With name and Stamp)

Financial BID

<u>S.No.</u>	<u>PARTICULARS</u>	<u>RATE PER PERSON</u>
1	North Indian Lunch/Dinner with 2 non-veg. and 2 sweet (Items as per Annexure – I)	
2	North Indian Lunch/Dinner with 1 non-veg. and 1 sweet (Items as per Annexure – I but with 1 non veg & 1 dessert)	
3	North Indian High-tea with 3 non-veg.; 3 veg. and 2 dessert (Items as per Annexure – II)	
4	North Indian High-tea with 2 non-veg.; 2 veg. and 1 dessert (Items as per Annexure – II but with 2 non veg & 2 veg)	
5	Mini High-Tea Tea/Coffee with cookies; 3 types of Sandwiches (Chicken, Egg & Veg./Cheese) and 2 fried items	
6	Continental Lunch/Dinner with 2 non-veg. and 2 dessert (Items as per Annexure – III)	
7	Continental Lunch/Dinner with 1 non-veg. and 1 dessert (Items as per Annexure – III but with 1 non veg & 1 dessert)	
8	South Indian Lunch/Dinner with 1 non-veg. and 1 dessert (Items as per Annexure – IV)	
9	Juices and cold drinks addition with any High-tea	

Mid Session Tea - 1

1	Assorted Cookies (Sweet & Salt) - 2	
2	Black Tea, Green Tea, Coffee - all	

Mid Session Tea - 2

1	Assorted Cookies (Sweet & Salt) - 2	
2	Black Tea, Green Tea, Coffee - all	
3	Brownies/Chocolate walnut cake and cheese sticks	

Items to be served on table during the events

1	Chocolate platter	
---	-------------------	--

- Note:
- i) Taxes applicable will be paid extra
 - ii) No other charges would be payable by ICWA
 - iii) There would be no increase in rates during the Contract period.
 - iv) The minimum guarantee is 20 for the above menu

Date :

Place:

Signature
Authorized Signatory of the bidder
(With name and Stamp)

Annexure - I

(North Indian Lunch/Dinner with 2 non-veg. and 2 sweets)

S.No.	ITEMS
1.	2 types of SALADS
2.	1 Soup With Bread-Stick (any one)
3.	2 NON-VEG.
4.	1 RICE preparation
5.	1 PANEER dish
6.	1 Dal/Chole/Kadhi/Rajma Preparation
7.	1 seasonable vegetable
8.	1 Curd preparation
9.	Assorted Indian Breads (Naan, Roti, Paratha)
10.	2 DESSERTs
11.	PLUS (Achar/Papad/Chutney and Mineral Water)

Annexure - II

(North Indian High-tea with 3 non-veg.; 3 veg. and 2 sweets)

S.No.	ITEMS
1.	Tea/Coffee with cookies: Black Tea, Green Tea, Coffee and two types of biscuits
2.	3 non-veg. (1 bar-be-que, 1 fried and 1 sandwich/patties item)
3.	3 veg. (1 bar-be-que, 1 fried and 1 sandwich/patties item)
4.	2 dessert

Annexure - III

(Continental Lunch/Dinner with 2 non-veg. and 2 dessert)

S.No.	ITEMS
1	2 types of SALADS
2	1 Soup With Bread-Stick (any one)
3	2 NON-VEG.
4	1 RICE preparation
5	1 PANEER dish
6	2 vegetable
7	Assorted Continental Breads
8	2 DESSERTs
9	PLUS (sauce/butter and Mineral Water)

Annexure - IV

(South Indian Lunch/Dinner with 1 non-veg. and 1 dessert)

S.No.	ITEMS
1	2 types of SALADS
2	Soup (any one)
3	NON-VEG. (any one)
4	RICE preparation (any one)
5	PANEER dish (any one)
6	Idli with Sambhar
7	Vada with Sambhar
8	Masala/Plain Dosa with Sambhar
9	Uttapam
10	CURD item (any one)
11	DESSERT (any one)
12	PLUS - different types of chutney