



Fair Competition
For Greater Good

Competition Commission of India

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D-13021/2/2015/V-II (79A)

Dated: 23rd Jul, 2019

TENDER NOTICE

Subject: Contract for providing canteen service

Sealed tenders are invited from suitable vendors for supply of tea/coffee in the office of Competition Commission of India (CCI) in its new location at NBCC project at East Kidwai Nagar, New Delhi. The approximate value of the tender shall be rupees one lakh per month. The eligibility criteria, terms and conditions of the tender have been indicated in Annexure-A. Reputed firms having experience of minimum three years or more in similar field in Ministries/Departments of Govt. of India/PSUs/Statutory Bodies/reputed private organizations may apply. The terms and conditions of the tender are given in Annexure-A. The tender shall be accepted in two bid system. An EMD of Rs.25,000/- (Rupees twenty five thousand only) in the form of Demand Draft/Pay Order in favour of Competition Commission of India (Competition Fund) A/c payable at New Delhi must be attached. The EMD shall remain valid for a period of 45 days beyond the final bid validity period. Interested firms must enclose the details of firms as per Annexure-B and Demand Draft towards EMD amount. The financial bid shall be submitted in the Annexure-C.

Sealed tenders complete in all respect must be submitted to Commission's Office at 9th floor, Office Tower-I, Kidwai Nagar (East), New Delhi -110023 latest by 16/08/2019 upto 03.00 PM. The technical bids shall be opened on the same day at 3.30 PM. Incomplete & conditional tenders shall be summarily rejected. The CCI reserves the right to reject any or all the tenders without assigning any reason thereof.

A Pre Bid Meeting will be held at 4.00 PM on 05.08.2019 in Meeting Room, 9th Floor, Office Block, -1, NBCC Building, Kidwai Nagar (East), New Delhi-with a view to familiarise the prospective firms with the requirement of the office/scope of work and address the related doubts, if any.

Deputy Director

Terms and Conditions

1. Last Date & Time of Receipt of Tender: 16/08/2019 at 03:00 PM.
2. Date & Time of Opening of bids: 16/08/2019 at 3.30 PM
3. Date & Time of Pre-bid meeting: 05/08/2019 at 04:00 PM.
4. Place of Submission of Bids: 9th Floor, Office Tower - I
Kidwai Nagar (East)
New Delhi - 110023
5. Eligibility Criteria and General Instructions:
 - (i) Please read the terms and conditions carefully before filling up the document. In complete Tender Documents will be summarily rejected.
 - (ii) Omission, neglect or failure on the part of the bidder to obtain requisite reliable and full information on any matter affecting his tender, shall not relieve the bidder, from any liability in respect of the contract.
 - (iii) The vender should be registered under Food Safety and Standards Authority of India (FSSAI). Attested copies of the certificates to be submitted.
 - (iv) The vender should have experience of minimum 3 years or more in the relevant field and should enclose proof of having worked with reputed organizations/Department of Govt. of India/PSU/Statutory Bodies or reputed private organizations.
 - (v) Details of current and previous clients are to be submitted by the vender.
 - (vi) The vender should not have been blacklisted by any reputed organizations/Departments of Govt. of India/PSU/Statutory Bodies. Nor any criminal case is registered against the firm. (Undertaking to this effect is to be attached with the bid).
 - (vii) The annual turnover of firm should be 10 lakhs or more during last three years. (Copies of proof to be attached) from the business of running cafeteria/canteen.
 - (viii) Copies of PAN and GST Registration, if any shall be submitted.
6. CCI reserves the right to obtain feedback from the previous/present clients of the Tenderer and also depute it team(s) to inspect the site(s) at present contract(s) for on the spot first-hand information regarding the quality of food and services provided by the tenderer. Decision of CCI with regard to award of the contract will depend upon the feedback received by it from the previous and present clients and also from the team(s) deputed for this purpose. The decision of CCI in this regard will be final and binding on all bidders.
7. Earnest Money Deposit (EMD): The bidder shall furnish an amount of Rs.25,000/- (Rupees twenty five thousand only) by way of Demand Draft drawn in favour of "Competition Commission of India (Competition Fund) Account" payable at New Delhi. The EMD shall remain valid for a period of 45 days beyond the final bid validity period. The EMD of the unsuccessful bidder will be returned subsequent to the award of the contract to the successful bidder. The EMD of the successful bidder will be returned on submission of performance guarantee.

8. Scope of Work Supply/sale of tea/coffee/flavoured tea for 300 persons daily. The vendor should print coupons of appropriate denominations and issue to the regular employees of the CCI as per their entitlement prescribed by CCI in the slabs of Rs.1200/- Rs.800/- and Rs.400 per month. Tea/coffee to be supplied for regular employees against submission of coupons. The vendor shall sell tea/coffee to other out sourced staff members (Research Associates, Data Entry Operators, Office Attendants, and Security Staff etc.) and visitors on cash payment at the rates approved under contract. The firm shall also be free to sell other items not covered under contract such as snacks, biscuits, chips and cool drinks etc **on MRP**.
9. The vendor should supply tea/coffee to Chairperson/Members/Secretary and Advisors as per requirement without coupon. The day to day details of supply should be noted on a requisition slip duly signed by PA/PS of the concerned officers.
10. CCI will provide space, electricity and water **free of cost** for preparation of tea/coffee. This shall be considered by the bidder while quoting the reasonable rates as per the proforma of financial bids.
11. The items required for preparation of tea/coffee such as Electric Induction stove, hot case, refrigerator, crockery items etc should be arranged by the vendor. Tea/coffee/flavoured tea should be sold in disposable cup (Food grade).
12. The vendor should ensure that raw material used for making tea/coffee are of very good quality, safe for human consumption and confirm to the standards laid down by the Government of India in this regard. In case of any food poisoning/contamination or adulteration, the firm will be held responsible and liable for legal action under the Law.
13. The firm should use ISI/Agmark/Food grade products and as per FSSAI norms.
14. The vendor shall be responsible for compliance of labour laws in respect of the personnel employed by them. **Person under the age of 18 should not be employed by the firm.** The firm shall be the employer of the workers and the CCI will not be held responsible fully or partially for any dispute that may arise between the firm and the workers.
15. The vendor shall take necessary safety measures and it will be solely responsible for the safety of workers engaged by him/her. CCI will not be responsible for any loss of life/injury to the workers or any third person caused during performance of the duty by the workers. Compensation/expenditure on treatment on such loss of life/injury will be the sole responsibility of the vendor.
16. Cleaning of canteen should be done by the firm. The garbage of the canteen shall also be disposed of by the firm on daily basis. The firm should ensure cleanliness of the canteen all the time.
17. The firm shall be responsible for the damages or losses caused by it or its workers to the CCI property and will be liable to make good any such losses of damages excepting those due to reasonable use or wear and tear and caused by natural calamity.
18. It shall be the sole responsibility of the firm to obtain and keep ready necessary licenses/permissions from concerned government bodies for running catering services and produce the same before the concerned authority as and when asked for. An undertaking in this regard has to be given by the firm.
19. The firm should not use the canteen premises for any other purpose/activity except for which it has been provided for.

20. The firm shall not stock any inflammable or otherwise dangerous materials/ goods, alcoholic drinks, tobacco products, narcotic or any banned drugs in any part of the allotted space.
21. The firm should provide canteen services, if required by CCI during late hours, Saturdays/Sundays and other holidays.
22. **Performance Guarantee:** The agency selected for the work shall deposit a performance guarantee equivalent to 5% of the total annual value of the work in the form of an Account Payee Demand Draft, Fixed Deposits, Receipts from Commercial Bank, Bank Guarantee from a nationalized bank or the Commercial Bank or online payment. The performance guarantee shall be valid at least for a period of three months over and above the validity of the contract period. The performance guarantee will be released by CCI after the completion of the contract period and without interest, subject to the conditions that no losses are incurred to the CCI due to the firm or their employees and no statutory or other dues on account of service to CCI pending against the agency/firm.
23. In case the services or maintenance of hygienic conditions are found to be unsatisfactory or eatables sold are found beyond expiry date, a penalty of Rs.500/- will be imposed and deducted from the monthly bill for each default. On repetition of such default for more than three occasions may result in termination of contract and forfeiture of the Performance Guarantee.
24. The contract will be awarded for a period of one year initially. However, on the basis of performance of the vendor, it can be renewed for further period of one or more years, solely at the discretion of CCI on mutually agreeable terms.
25. The contract may be terminated at one month's notice by the Competition Commission of India, if any of the stipulated conditions agreed upon by the vendor is not met to the satisfaction of CCI or even without assigning any reason thereof by the CCI. In case of termination/withdrawal of service within the contract period by the vendor, three months' prior notice must be given by the agency.
26. The contractor/supplier shall solely be responsible for the safety of life and property of its employees during the execution of assigned work. The relationship between the CCI and contractor/supplier shall be that of principal and independent contractor/supplier. Nothing in this tender or agreement shall constitute the contractor, its designated person (s) or any personnel of the contractor, an employee, agent or servant of the CCI.
27. The firm 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 and surrounding areas, etc.
28. **Payment Schedule:** Payment to the vendor will be made subject to deductions, if any on account of TDS etc on monthly basis on recoupment of coupons collected from the officers/requisition slips from Office of the Commission and requisition slips issued for meetings etc. No advance payment will be made under any circumstances. The sale of tea/coffee/flavoured on cash to other non-regular employees is responsibility of the vendor. CCI will not make any payment for the same.

29. Evaluation Criteria for arriving at L1 to be adopted by CCI will be as follows:

Sl	Weightage
(a)	50% to the rate quoted for Tea in the Financial Bid at Annexure C
(b)	30% to the rate quoted for Coffee in the Financial Bid at Annexure C
(c)	20% to the rate quoted for Flavoured Tea in the Financial Bid at Annexure C
The Lowest total of (a + b +c) will be the L1	

30. Other General Instructions to Agency/Firm:

- (i) Tenders should be filled with neat, legible and correct entries both in figure as well as in words. Alteration, erasers and indistinct figures should be avoided. Any correction in the quoted words by the tenderers shall be made in ink only and shall be signed by the tenderer/authorised person.
- (ii) The submission of tender by a tenderer implies that he had read this notice and the Terms and Conditions of the contract and has made himself/herself aware of the scope and specifications of the work to be done and of the local conditions of the work place.
- (iii) Tender must be submitted on the Tender documents issued by CCI/downloaded from the website of CCI. Intimation of tender by FAX/Mail is not acceptable.

31. Submission of Tender:

- (i) The technical bid as per the format prescribed in Annexure B and Financial Bid in the format as prescribed in the Annexure C must be submitted in separate covers. The cover containing financial bid must be sealed.
- (ii) Both the covers of financial bid and technical bid alongwith EMD are to be put in a single big envelop superscribed with "Tender for providing canteen services and must be dropped in the Tender Box kept at the Reception of CCI at 9th floor, Office Tower-I, Kidwai Nagar (East) on or before 03.00 PM on 16/08/2019.
- (iii) A pre-bid meeting will be held on 05/08/2019 at 04.00 PM. The interested bidders may attend the pre-bid meeting in the O/o CCI at 9th Floor, Office Tower-I, Kidwai Nagar (East), New Delhi - 110023.
- (iv) Financial bids of only those bidders whose technical bids are acceptable/qualified will be opened.
- (v) Late/delayed submitted tenders due to any reason, whatsoever will not be accepted/considered, at all under any circumstances.
- (vi) The tender shall remain open for acceptance for a period of 90 (Ninety) days from the last date of submission of tenders.

32. CCI does not bind itself to accept the lower-bid or to give any reasons for its decisions. The CCI reserves the right to reject any or all of the tenders received without assigning any reason thereof.

33. In case of any dispute, CCI shall have the right to appoint an Arbitrator whose decision shall be final & binding on both the parties.
34. CCI reserves the right to cancel/withdraw the present tender at any stage without assigning any reason thereof.

Read and understood the terms & conditions above:

(Signature of the authorized person)
With complete address and seal

DETAILS OF THE FIRM(S) SUBMITTING TENDERLast date & time of submission 16/08/2019 Upto 3:00 PM

Name of the work: Providing Canteen Service

Sl. No.	Particulars	Information/ document submitted by the bidder
1.	Name of the Firm	
2.	Full address with Tel. No., Fax No. and e-mail address.	
3.	Details of Food Safety and Standards Authority (FSSAI) Registration (Copy of certificate to be attached)	
4.	Past Experience in Ministry/Govt Departments/ PSUs/Autonomous Bodies/Reputed Private Organizations.	
5.	Details previous/present clients	
6.	Amount of annual turnover last three years (proof to be attached):	
7	Whether registered under GST, If So, the details	
(a)		
(b)	Copy of PAN	
8.	Certificate regarding non-blacklisting of the firm by any Govt. Department/PSUs/Autonomous Organization etc. Nor any criminal case is registered against the firm	
9.	Particulars of Demand Drafts annexed as Earnest Money	

(Signature of the authorised person)

With complete address and seal

Tel. No. :

Mobile No.:

Place :

Date :

Proforma for Financial BidLast date & time of submission: 16/08 /2019 Upto 3:00 PM

Name of the work : Provision of canteen service

Name of the Firm.....

Sl No.	Particulars	Rate in Rs.	Rate in words
1	Tea		
2	Coffee		
3	Flavoured Tea		

Rate should be all inclusive. The minimum quantity of all items are 125 ML per cup

Signature of the authorized person

Date:

Name:

Place:

Seal: