

No. Q/EF-Canteen/551/01/2018

Dated: 14.08.2018

E- NOTICE INVITING TENDER FOR PROVIDING CANTEEN SERVICES IN JAWAHARLAL NEHRU BHAWAN. SOUTH BLOCK AND PANTRY SERVICES IN SHASTRI BHAWAN AND AKBAR BHAWAN OF MINISTRY OF EXTERNAL AFFAIRS. NEW DELHI

Table of Contents

Section	Contents	Page No.
1.	Notice Inviting E-Tender	2-3
2.	Affidavit	4-5
3.	General and Special Instructions	6-21
4.	Schedule of Requirements	22-24
5.	Technical and Financial Bids	25-30
6.	Forms and Checklists	31-36
7.	Instructions to bidders for online bid submission	37-40
8.	Draft Agreement	41-47
9.	List of Kitchen equipment, furniture etc. available in MEA canteen South Block	48-49

No: Q/EF-Canteen/551/01/2018

**Government of India
MINISTRY OF EXTERNAL AFFAIRS
(Establishment Division)
Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,
New Delhi-110011, INDIA**

Section - 1

Notice Inviting E-Tender

Notice Inviting E-Tender

E- NOTICE INVITING TENDER FOR PROVIDING CANTEEN SERVICES IN JAWAHARLAL NEHRU BHAWAN. SOUTH BLOCK AND PANTRY SERVICES IN SHASTRI BHAWAN AND AKBAR BHAWAN OF MINISTRY OF EXTERNAL AFFAIRS. NEW DELHI

On behalf of the President of India, Ministry of External Affairs invites online bids for providing Canteen Services in Jawaharlal Nehru Bhawan & South Block and Pantry Services in Shastri Bhawan & Akbar Bhawan, New Delhi. In addition, the firm/company may also be required to serve refreshments during meetings/conferences held in MEA.

Tender No. Q/EF-Canteen/551/01/2018		Dated: 14.08.2018	
Date of publishing		14.08.2018 at 1500 Hours	
Bid document download start date		14.08.2018 at 1500 Hours	
Bid submission start date(online)		14.08.2018 at 1500 Hours	
Clarification		14.08.2018 at 1500 Hours to 17.08.2018 at 1700 Hours	
Pre-bid meeting/site visit date		20.08.2018 at 1100 Hours	
Bid submission end date (online)		05.09.2018 at 1500 Hours	
Date of Technical Bid opening		06.09.2018 at 1500 Hours	

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

3. The competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the Ministry shall be final and binding.

(B.Subba Rao)
Under Secretary (Establishment)
Tel: 011-49015104
Email: usestt@mea.gov.in

No: Q/EF-Canteen/551/01/2018

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MINISTRY OF EXTERNAL AFFAIRS
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Section - 2

Affidavit

(ON NON-JUDICIAL STAMP PAPER OF RS.10/)

AFFIDAVIT

I/we Partner(s)/Legal
Attorney/Proprietor(s)/Accredited Representative(s) of M/s.....solemnly
declare that:

1. I/we am/are submitting tender for providing Canteen Services at Jawaharlal Nehru Bhawan & South Block, Pantry Services at Shastri Bhawan & Akbar Bhawan and also to serve refreshments during official meetings/conferences (if required) held in MEA against Tender Notice Number Q/EF-Canteen/551/01/2018 dated **14.08.2018**.
2. I/we or our partners do not have any relative working in Ministry of External Affairs, New Delhi.
3. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
4. My/our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.
5. If my/our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.
6. The Price-Bid submitted by me/us is "WITHOUT ANY CONDITION".
7. If any information or document submitted is found to be false/incorrect, department may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money Deposit (EMD) and blacklisting of my/our firm and all partners of the firm etc.
8. I/we also declare that the Government of India or any other Government body has not issued any show-cause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
9. The workers provided by me/us would not have any employer-employee relation with the Ministry of External Affairs and thereby not claim any regularization of their services or enhancement in their wages from Ministry.
10. We will deploy only well-trained and police verified workers on the site.
11. We have sufficient well-trained manpower for the subject work.
12. We will use high quality material only with quality up to the satisfaction of the Ministry.
13. I/we also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that MEA is not bound to accept highest ranked bid / lowest bid or any other bid that MEA may receive.

(Signature of bidder with Seal)

Seal of Notary

Date :

No: Q/EF-Canteen/551/01/2018

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Section - 3

General and Special Instructions

General Instructions

1.1 MINIMUM ELIGIBILITY CRITERIA AT TECHNICAL BID STAGE

- (a) **Legally Valid Entity:** The bidder shall necessarily be a legally valid entity in the form of Limited Company/Private Limited Company/Proprietorship etc. The bidder must be in existence for a minimum period of 3 years on 31.03.2018.
- (b) **License/Registration:** The bidder must be registered with the Income Tax, GST, Employees Provident Fund Organization, Employees State Insurance Corporation and Food license for Catering/Canteen services, issued by appropriate authority of Delhi/other state, i.e. License under FSS Act, 2006.
- (c) **Experience:**
- The bidder's should be in catering business for a continuous period of Three years as on 31.03.2018.
 - Experience of having continuously running the catering services during the last three years as on **31.03.2018** as per following:

“Similar completed works each having not less than 100 persons on its dining strength per day in last three years. Similar nature of work means the running of the Canteen/mess of government departments/institutions/organizations/Reputed Companies/Guest Houses for officials.”
 - The bidders are required to submit the performance certificate as per Form – III for each work completed during last three years ending 31.03.2018.
- (d) **Average Financial Turnover :**
The bidders' average Annual Financial Turnover in catering services during the last three financial years should not be less than Rs. 50,00,000/-.
- (e) The eligibility criteria related to turnover and prior experience [as mentioned in points (c) and (d) above] has been relaxed for all Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical specifications.
- (f) MEA's Tender Evaluation Committee (TEC) will visit the current sites of the contractor for on-the-spot first hand information regarding the quality of food and services etc. Weightage may be given to the agency having its presence in multiple locations in Delhi, NCR.

1.2 Documents supporting the Minimum Eligibility Criteria:

- (a) In proof of having fully adhered to the minimum eligibility criteria at 1.1 (a), attested copies of all the certificates of incorporation of firm/company shall be accepted. Attested copies of these documents have to be uploaded with the Technical Bid.
- (b) In Proof of having fully adhered to minimum eligibility criteria at 1.1 (b), attested copies of following shall be accepted:

No. Q/EF-Canteen/551/01/2018
GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS
ESTABLISHMENT DIVISION
Establishment Facilities – Canteen Section

- PAN
- EPFO
- ESIC
- GST
- License under FSS Act, 2006.

Attested copies of these documents to be uploaded with Technical Bid. All the licenses must be in the name of bidder.

(c) In proof of having fully adhered to minimum eligibility criteria at 1.1(c), attested copies of Work Completion Certificates (as per Form-III) issued by client Central/State Government Departments/Ministries/Organisations of the Government of India/State Government/PSU's and big reputed Private Organisations, shall be accepted. Attested copies of these documents to be uploaded with Technical Bid.

(d) In proof of having fully adhered to minimum eligibility criteria at 1.1(d), attested copy of the Income Tax Returns and audited balance sheets for the completed three financial years (P&L Account & Balance Sheet must be attached for 03 years) shall be accepted. Attested copies of these documents have to be uploaded with Technical Bid. The company should not have incurred loss during the last three financial years and should have a positive net worth.

(e) The following documents may also be attached with Technical Bid:

- Power of Attorney/Authorization: Firm's authorizing a representative to bid on their behalf and sign all bid documents.
- Company's Profile
- Signed bid document(on all pages)
- Scanned copy of EMD or Copy of Certificate of registration with MSME

2. SUBMISSION OF ONLINE BIDS:

2.1 The bid shall be submitted online only at Central Public Procurement Portal Website:<http://eprocure.gov.in/eprocure/app>. Manual bids will not be accepted under any circumstances.

2.2 Bidders are advised to follow the instructions provided in the "Instructions to the Bidders for Online Bid Submission" specified at Section 7 of this tender document for e-submission of the bids online through CPP Portal Website: <http://eprocure.gov.in/eprocure/app> before proceeding with the tender.

2.3 All documents as per tender requirement shall be uploaded online through CPP Portal Website: <http://eprocure.gov.in/eprocure/app> and no documents except original demand draft/Bank Guarantee/Banker's cheque/Fixed deposit receipt towards EMD will be accepted offline.

2.4 Bid of bidders not submitting any of the required documents online will be summarily rejected.

2.5 Both technical and financial bid are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal.

2.6 The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective bidders.

2.7 Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal.

No. Q/EF-Canteen/551/01/2018
GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS
ESTABLISHMENT DIVISION
Establishment Facilities – Canteen Section

2.8 The online bids (complete in all respects) must be uploaded online in Two Files (File-1: Technical Bid in .pdf format and File-2: Financial bid in same as of original BOQ file) as per Annexure-I and Annexure-II respectively.

3. TENDER FEE, EARNEST MONEY DEPOSIT (EMD) & PERFORMANCE SECURITY DEPOSIT:

3.1 **Tender Fee:** No cost of tender documents will be charged for the tender documents downloaded by bidders.

3.2 EARNEST MONEY DEPOSIT (EMD)

3.2.1 The original hard copy of Earnest Money Deposit (EMD) of Rs. 2,25,000/- (Rupees Two Lakh Twenty Five Thousand only) in the form of Account Payee Demand Draft/Fixed Deposit Receipt/Banker's Cheque/Bank Guarantee in favour of "Pay & Accounts Officer, Ministry of External Affairs, New Delhi" payable at New Delhi is required to be submitted in a sealed envelope superscribed "Tender for Providing Canteen Services in MEA", on or before the closing date and time of e-submission of online bids to Administrative Officer (EF-Canteen Section), Establishment Division, Ministry of External Affairs, Room No. 0104, C-Block, Ground Floor, Jawaharlal Nehru Bhawan, 23 D, Janpath, New Delhi – 110011, Tel. No. 011-49015260, E-mail: aocanteen@mea.gov.in, failing which bids will not be considered.

3.2.2 The submission of EMD is compulsory for all the Bidders except those who are registered with the Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation.

3.2.3 The EMD will be returned to the bidder(s) whose offer is not accepted by the Ministry within 30 days from the date of signing the agreement with the successful bidder. The EMD will not carry any interest. However, if the return of EMD is delayed for any reason, no interest/penalty will be payable to the bidder.

3.2.4 The EMD of the successful bidder will be returned on receipt of Performance Guarantee.

3.2.5 EMD of a bidder will be forfeited, if the bidder withdraws or amend its bid or impairs or derogates from the tender in any respect within the period of validity of its tender.

3.2.6 EMD of the successful bidder shall be liable to be forfeited if the contractor does not fulfill the following conditions:

- An agreement is not signed in the prescribed format within 7 days of the receipt of the Letter of Award (LoA) of the Contract.
- Begin functioning of canteen within 10 days of the award of contract.

3.3 PERFORMANCE SECURITY DEPOSIT (PSD):

3.3.1 The successful bidder has to deposit Performance Security Deposit which will be a sum equivalent to Rs. 5,00,000/- (Rupees Five Lakh only) in favour of "Pay & Accounts Officer, Ministry of External Affairs, New Delhi" payable at New Delhi in the form of Bank Guarantee/Demand Draft/Fixed Deposit Receipt(in original), within 15 days of the acceptance of the LoA. Performance Security Should remain valid for a period of Sixty(60) days beyond the date of completion of all contractual obligations of the service provider. In case, the contract is

further extended beyond the initial period, the PSD will have to be accordingly renewed by the successful bidder. No interest shall be paid on PSD.

3.3.2 The Performance Security will be forfeited by order of the Competent Authority in the Ministry in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the said FDR as may be considered by the Ministry sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of Companies bill has been received and examined.

3.3.3 If the Contractor fails to provide the Performance Security Deposit (PSD) within fifteen days of the acceptance of LoA, such failure shall constitute a breach of the contract and the Ministry shall be entitled to make other arrangements at the risk, cost and expense of the Contractor.

3.3.4 On due performance and completion of the contract in all respects, the PSD will be returned to the contractor without any interest on presentation of an absolute "No Demand Certificate" from the contractor and upon return in good condition of any specifications, samples or other property belonging to the Ministry, which may have been issued to the Contractor, for carrying out work stipulated in the contract.

3.3.5 If the contract is terminated by the contractor without giving stipulated period of notice or fails to observe the terms & conditions of the Tender, Letter of Award of Contract and the Agreement, the Security deposit will be forfeited.

4. FINANCIAL BID

Bidders are required to note that they should necessarily submit their financial bids in the format provided (xls) and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the 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 file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

5. EXTENSION OF LAST DATE AT THE DISCRETION OF THE MEA:

The extension of last date for online submission of bid is in discretion of the competent authority of MEA and any such extension will be binding on all the Bidders. Addendum/Corrigendum/Re-tendering, if any in this regard, will be published on the CPP Portal i.e. <http://eprocure.gov.in/eprocure/app> and MEA's website www.mea.gov.in.

6. OPENING OF TECHNICAL AND FINANCIAL BID

6.1. Online bids (complete in all respects) received along with EMD (Physically) will be opened as per stipulated time and date indicated in Notice Inviting E-Tender of the tender document in presence of bidder/authorised representative of bidder, if available at Ministry of External Affairs, New Delhi.

6.2. A duly constituted committee will evaluate the bids as per following:

Illustration

Stage 1: Technical Bids Evaluation

Technical bid evaluation will consists of two parts:

- i) Document part(With Technical Bid uploaded)
- ii) Tender Evaluation Committee (TEC) site visit part

Document part

- (a) **Experience: 20 Points**
 - 3 Years – 5 Pts.
 - 4 Years – 10 Pts.
 - 5 to 10 Years – 15 Pts.
 - Above 10 Years – 20 Pts.
- (b) **Turn over: 10 Points**
 - 50 Lakh – 5 Pts.
 - Above 50 Lakh to 1 Crore – 8 Pts.
 - Above 1.5 Crore – 10 Pts.
- (c) **Performance Certification (Performance Report): 10 Points**
 - Very Good – 10 Pts.
 - Good – 7 Pts.
 - Satisfactory – 5 Pts.
 - Average – 3 Pts.
- (d) **Average Number of official served per day: 20 Points**
 - 100 Persons – 5 Pts.
 - 101 to 200 Persons – 10 Pts.
 - 201 to 300 Persons – 15 Pts.
 - Above 300 Persons – 20 Pts.

Tender Evaluation Committee (TEC) site visit

TEC Visit: 40 Points

- Very Good – 40 Pts.
- Good – 30 Pts.
- Satisfactory – 10 Pts.
- Average – 5 Pts.

Note:

- TEC will visit the current site of only those bidders who score a minimum of 60% i.e. 36 Points in the document part after opening of Technical bids. **They are also required to qualify at each step from (a) to (d) above.** Date and time of TEC visit will be informed after evaluation of document part (preferably by email).
- TEC will mainly focus on Quality of food, Cleanliness, Number of persons availing canteen facilities and Staff Attire etc.

Result of Technical Bids: Only those bidders will qualify at the Technical stage who secure a total of 70 points or above (Document part + TEC visit part).

- ✓ **The result of Technical bids will be uploaded on the CPP Portal after following the above mentioned procedure.**

Stage 2: Financial Bids Evaluation:

Financial bid of only technically qualified bidder will be opened and evaluated.

AWARD OF TENDER TO SUCCESSFUL BIDDER

- ✓ **The tender will be awarded on the basis of Least Cost System (L-1).**

6.3. It shall be noted that required documents submitted online along with the technical bid will be perused/examined. Bid received without Original EMD (except exempted bidders) will not be evaluated further and in case of any other deficiency, the technical bid will be rejected and financial bid will not be opened.

6.4. After scrutiny of technical bids, the Ministry shall shortlist the eligible bidders who qualify in the technical evaluation stage and inform them of the date and time of opening of the Financial Bids preferably by E-mail and also on CPP Portal.

6.5. The representatives of the bidders willing to attend tender opening process will have to submit a letter of authorisation from the bidder to this effect. Bidders/representatives not attending the tender opening process will lose their right to challenge the process at a subsequent stage.

6.6. The financial bid price of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.

6.7. Merely becoming the lowest bidder, prior to Financial Bid scrutiny, will not give any right to the lowest bidder to claim that he is successful in the bidding process. **The basis of selection of successful bidder would L-1 after due scrutiny of all the bids as per 6.2 above.**

6.8. Bids shall be summarily rejected, if it is received other than online through Central Public Procurement Portal.

7. VALIDITY OF BIDS

7.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.

7.2 In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on bidder.

7.3 The Ministry may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

8. NON - TRANSFERABILITY

This tender is non-transferable. Incomplete and conditional tenders will be summarily rejected.

9. NON – WITHDRAWAL OF BIDS

No bidders will be allowed to withdraw after e-submission of bids/opening of the tender; otherwise the EMD submitted by the firm will be forfeited.

10. CHANGE IN TENDER CONDITIONS

The Ministry reserves the right to change any condition of the tender before opening of the Technical Bids.

11. RIGHT OF ACCEPTANCE

11.1. The Competent Authority in the Ministry of External Affairs reserves all rights to reject any bid, including bids of those bidders who fail to comply with the instructions, without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority in the Ministry in this regard shall be final and binding.

11.2. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

11.3. The Competent Authority in the Ministry reserves the right to award any or part or full contract to any successful agency(ies) at its discretion and this will be binding on the bidders.

11.4. In case of failure to comply with the provisions of the terms and conditions mentioned by the agency that has been awarded the contract, the Competent Authority in the Ministry reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulting agency, which has been awarded the initial contract and this will be binding on the bidders.

11.5. The Ministry of External Affairs may terminate the contract if it is found that the Contractor is blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings, etc.

12. NOTIFICATION OF AWARD BY ISSUANCE OF “LETTER OF ACCEPTANCE”:

12.1. After determining/evaluating the successful bidder, MEA will issue a Letter of Acceptance (LoA), in duplicate, which will return one copy to MEA duly acknowledged, accepted and signed by the authorized signatory, within seven (07) days of receipt of the same by the successful bidders.

12.2. The issuance of the Letter of Acceptance to the bidder will constitute an integral part of the Agreement and it will be binding on the Contractor.

13. Site Visit and Pre-bid Meeting:

13.1 The bidders should visit the site before bidding to apprise themselves of the exact requirements relating to the scope of the work. A pre-bid meeting followed by the visit to site will be on **20.08.2018** coordinated by Administrative Officer (Establishment Facilities-Canteen Section), Room No. 0104, Ground Floor, C - Block, Jawaharlal Nehru Bhawan, 23D, Janpath, New Delhi-110011, Phone No.011-49015260, Email – aocanteen@mea.gov.in.

14. CONTRACT AGREEMENT:

The successful bidder will have to enter into a contract agreement before taking charge of Canteen/Pantry in MEA, as per draft agreement (Section-8), subject to minor amendment (if any) before signing.

15. QUOTED RATES VALIDITY:

Rates/prices shall remain fixed during the entire period of the contract i.e. one year and shall not be subject to variation on any account.

16. Validity of Contract:

16.1 The contract, if awarded, shall be initially valid for a period of ONE YEAR (01 year) from the date of award. The contract can be extended for further period of ONE more year on same terms and conditions and same rates, subject to satisfactory services provided by the vendor. In case of breach of contract or in the event of not fulfilling the minimum requirements/statutory requirements, the Ministry shall have the right at any time to terminate the contract forthwith in addition to forfeiting the Performance Security amount deposited by the Contractor and initiating administrative actions for blacklisting, etc solely at the discretion of the competent authority of the office of Ministry.

16.2 The contract will have probationary period of three months. The contract for the remaining **nine months** (09 Months) will be confirmed only if the services and quality of items served by the contractor are found satisfactory during the probationary period.

17. Mode of Payment

17.1 The payment in respect of official hospitality bills of the MEA submitted in duplicate by the contractor will be released on receipt basis subject to fulfillment of obligations by the contractor imposed under various laws, Rules & Regulations, etc. applicable from time to time and after scrutiny of authorization for supply at the prices offered by the contractor. Any supply of food items without proper authorization by the designated authority of MEA will not be paid for. Income Tax as applicable at the prevailing rates, will be deducted at source. Payment will be made through RTGS/NEFT (bank transfer).

17.2 The Contractor shall be paid on a monthly basis for the services rendered in the preceding month. The billing cycle will be the 1st of every month to the last day of the month. The Contractor shall submit correct invoice within 10 days of the succeeding month.

17.3 If due to any query, objection, delay or dispute with regard to any bill or a part thereof, the contractor will not be entitled to claim any interest for late payment.

17.4 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

17.5 The prices in the Price Schedule shall be inclusive of GST and other cess.

18. TERMINATION OF THE CONTRACT:

18.1 The Contract can be terminated by either party, i.e., Ministry or the Contractor, after giving three months notice to the other party extendable by mutual agreement till alternate arrangements are made. However, Ministry reserves the right to terminate the contract without giving any notice in case the Contractor commits breach of any of the terms of the contract. Ministry's decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.

18.2 On termination of the contract, the Contractor will hand over all the equipment/furniture/articles etc., supplied by Ministry, back to Ministry in good working condition.

18.3 If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory during the probation period of three months from the date of taking over charge of the services, Ministry reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.

19. Delivery & Penalty for delayed services:

19.1 The staff deployed by the company shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the Government property. If any negligent action or inaction on the part of workers of the company causing damage to contracted item(s) is reported, then full amount equivalent to that of damaged article will be recovered from the company in addition to any other action as deemed appropriate by the Competent Authority.

19.2 In case they fail to provide canteen/pantry services on any specified date, EF-Canteen Section should be intimated at least one week in advance that they will not be able to provide the canteen/pantry services on the specified date. If the bidder will not be able to serve in any meetings/conferences on any specified date, EF-Canteen Section must be intimated at the time of taking the order. Intimation will only be considered under extreme circumstances.

20. CORRUPT OR FRAUDULENT PRACTICES:

20.1 It is expected that the bidders who wish to bid for this tender have highest standards of ethics.

20.2 Ministry shall reject a bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.

20.3 Ministry may declare a bidder ineligible, either indefinitely or for a stated duration, if it, at any time, determines that the bidder has engaged in corrupt and fraudulent practices during the execution of contract.

21. FORCE MAJEURE:

21.1 Ministry may consider relaxing the penalty and delivery requirements, as specified in this Tender Document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of a Force Majeure.

21.2 Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as natural disasters, act of states, direct and indirect consequences of wars (declared or

undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidders premise, etc.

22. Settlement of Disputes and Arbitration

22.1 If any dispute or difference arises between the parties hereto as to the interpretation, effect and implication of any provision of this agreement, including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this tender, shall within 15 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to negotiations for a period of 30 days after which parties can submit the dispute to arbitration in accordance with the Arbitration and Conciliation Act 1996 and the rules framed there under for the time being in force. The award made in pursuance thereof shall of binding on the parties.

22.2 The sole arbitrator shall be appointed by the mutual consent of both Parties.

22.3 The venue and seat of the Arbitration shall be at Delhi.

22.4 The language of arbitration proceedings will be English only.

22.5 Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.

22.6 The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this tender/agreement expires or ceases to exist or is terminated or revoked or declared unlawful.

22.7 The Courts at New Delhi shall have exclusive jurisdiction in all matters, concerning this Agreement/tender including any matter related to or arising out of the arbitration proceedings.

23. Special Instructions to bidders:

23.1 All provisions of laws in any enactment or otherwise laid down by an authority from time to time, it being clearly understood and agreed that the entire responsibility for compliance thereof shall always be of the contractor. The contractor will be fully responsible for any compensation etc. in case of any injury/casualty or mishap to any employees of the canteen during canteen working hours.

23.2 Food license for Catering/Canteen services, issued by appropriate authority of Delhi/other State, i.e. License under FSS Act, 2006.

23.3 The bidder should be prepared to come to MEA, to take part in discussion, if required at a short notice.

23.4 If the agency fails to carry out the jobs as per the terms and conditions agreed upon, it will be liable for forfeiture of Performance Security Deposit.

23.5 The workers employed by the agency **must wear uniform and name badge** which is provided by the agency and the agency will be responsible for the discipline of his workers. The workers shall have to follow the security regulations as directed by security and administration of the MEA. Workers will not form union or carry out trade union activities in the campus.

23.6 **The Agency shall ensure the police verification of all the persons before deploying them at the allotted premises.**

23.7 No accommodation will be provided in the campus for the workers. The agency will make its own arrangement.

23.8 The agency shall have to arrange for all cooking equipment, utensils, crockery, table linen, flower and other necessary equipment etc. on his own for smooth running of the canteen/pantry.

23.9 The agency should have sufficient equipment, crockery and manpower to cater to at least 200-300 persons at a given time. The contractor will provide table cloth/table linen of standard quality and flower in case of Sit Down Lunch/Dinner at his own cost. The contractor shall replace table cloth/table linen/flower every day.

23.10 Cooking Gas and Equipment and Electricity:

Electricity will be provided at no cost as welfare measure to the employees utilizing the canteen services.

South Block: The caterer will be required to procure gas refills in sufficient quantity for cooking purposes at his own cost. The equipment, furniture/fixtures will be provided to the contractor in good working condition as per the list attached (Section - 9), all other necessary equipment will be arranged by the contractor. The contractor will be responsible for any loss/theft of the gas cylinders and other equipment.

Jawaharlal Nehru Bhawan: The Piped Natural Gas is already installed in the kitchen premises. The Contractor may use it with a condition to pay the Gas bill on time as per the actual consumption directly to IGL. The contractor will have to arrange all the equipment, furniture/fixtures. The contractor will be responsible for any loss/theft.

Akbar Bhawan & Shastri Bhawan: Only electrical equipment will be allowed and the contractor will have to arrange their own equipment as per the requirement. The contractor will be responsible for any loss/theft.

23.11 The agency shall not make any alterations or additions to the area provided inside the premises for cooking and catering purposes.

23.12 Sub-letting/Sub contracting the work is not permissible under any circumstances.

24. MEA Premises

24.1 The canteen/pantry will remain open from 09:00 AM to 05:30 PM from Monday to Friday. However, depending on the exigencies, the contractor may be required to keep the Canteen/pantry open or close as per requirement of Ministry.

24.2 The possession of the premises to be assigned by the MEA to contractor for providing canteen/pantry service will always remain with MEA, even when the premises are in use or not. The contractor will vacate the premises immediately after termination of contract.

25. General/ Others

25.1 In no circumstances, the firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract shall be terminated forthwith without any notice and Performance Security Deposit will be forfeited.

25.2 The bidders will be bound by the details furnished to MEA, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.

26. Statutory obligations of the bidder (Contractor)

26.1 The Contractor shall be responsible for engaging adequate number of properly trained manpower required for providing good canteen/pantry services in MEA premises.

26.2 The employees of the Contractor should possess good health and free from any diseases, especially contagious and frequently recurring diseases.

26.3 The Contractor will, prior to the commencement of the operation of contract, make available to MEA the particulars of all the employees who will be deployed at the MEA's premises for running the Canteen. Such particulars, inter alia, should include age/date of birth, permanent address, police verification report and profile of the health status of the employees.

26.4 The Contractor shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act of NCT of Delhi Government.

26.5 The contractor shall fulfill all other statutory obligations, such as, Provident Fund, ESI, GST etc. in force from time to time, as applicable.

26.6 The Contractor shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any unlawful activity.

26.7 Employment of child labour is strictly prohibited under the law. Therefore, the Contractor will not deploy any persons below the age of 18 years.

26.8 In the event of violation of any contractual or statutory obligations by the Contractor, he/she will be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the MEA by any individual, agency or government authority due to acts of the Contractor, the Contractor will be liable to make good/compensate such claims or damages to the MEA. As a result of the acts of the Contractor, if the MEA is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the MEA or the MEA reserves the right to recover such amount from the payment(s) due to the Contractor while settling his/her bills or from the amount of Security Deposit of the Contractor lying with the MEA.

26.9 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 etc.

26.10 The Contractor shall at all times keep indemnified the Ministry of External Affairs and its officers and designated concerned staff for and against all third party claims whatsoever (including property loss and damage, personal accident, injury or death of any person) and/or the owner and the Contractor shall at his/her own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act / Fatal Accident Act, Personal Injuries, Employees State Insurance Act, PF Act, etc. in force from time to time.

26.11 All employees engaged by the agency shall be comprehensively insured for accidents and injuries by the agency at his cost.

26.12 The verification of the antecedents of the staff will be responsibility of the Contractor. The contractor will provide sufficient sets of Uniforms and pair of shoes to his employees and will ensure that they wear them at all times during the course of their duties and maintain them properly.

26.13 The Contractor will be personally responsible for the conduct and behavior of his staff and any loss or damage to MEA's moveable or immovable property due to the conduct of the Contractor's staff shall be made good by the contractor. If it is found that the conduct or 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 MEA. The decision of the MEA's designated officer in this regard shall be final and binding on the Contractor.

26.14 The Contractor shall not appoint any sub-contractor to carry out his obligations under the contract. Subcontracting will lead to immediate termination of contract.

26.15 The Contractor shall keep the Canteen and its surrounding areas clean and up to date sanitation every day after the services are over. The cleaning includes cleaning of utensils, kitchen, canteen and mess hall, floor, counter, benches, tables, chairs, etc. MEA management 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 premises.

26.16 The MEA 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.

26.17 The Contractor shall get the prices of all items approved by the MEA and no changes, whatsoever shall be made without prior written approval of the MEA.

26.18 The canteen staff shall be issued identity Cards bearing photographs by MEA on regular basis as per the rules in force. However, verification of the antecedents of the staff will be responsibility of the Contractor.

OTHER OBLIGATIONS OF THE CONTRACTOR

- Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipment provided by the MEA are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the Contractor, failing which the same will be got done by MEA at the contractor's risk and cost. In this regard, the decision of the designated officer of MEA shall be final and binding on the Contractor.

- All work shall be carried out with due regard to the convenience of MEA. The orders of the concerned authority shall be strictly observed.

- The Contractor will deploy adequate manpower for work during late hours and on Saturdays/Sundays, including other holidays, according to the requirement of MEA and the guests.

- The Contractor will have to supply breakfast/lunch/dinner in the canteen at MEA premises as per requirement and schedule drawn for the purpose by the concerned authorities of the MEA.

- ***Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the MEA's premises, including Canteen/pantry. Any breach of such restrictions by the Canteen Contractor will attract deterrent action against the Contractor as per statutory norms.***
- 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 Ministry of External Affairs. Ministry of External Affairs shall have no obligation to control/supervise such workers or to take any action against them except as permissible under the law. In case of any untoward incident/fire/death/injury of any employee of canteen/pantry, MEA will not be liable to pay any damages.
- The Contractor shall ensure that either he/she himself/herself or his/ her representative is available for proper administration and supervision at the works to the entire satisfaction of the MEA.
- The Contractor will bring his own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs etc., in sufficient quantity as needed to maintain the canteen/pantry services in addition to what is provided for by MEA.
- The Contractor shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.

OTHERS

- While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- For the Bidding / Tender Document Purposes, the Ministry of External Affairs shall be referred to as 'Ministry' and the Bidder/Successful Bidder shall be referred to 'Contractor and / or Bidder or Service Provider' interchangeably in this tender document.
- The parties to the Contract/Agreement shall be the successful bidder (to whom the work has been awarded) and the Ministry of External Affairs, New Delhi.
- The bidder shall upload the copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgement due to the Ministry of External Affairs. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.
- In no circumstances, the firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the order shall be terminated forthwith without any notice and Performance Security Deposit shall be forfeited.

- The bidders shall be bound by the details furnished to Ministry, while submitting the tender or at any subsequent stage. In case any such documents furnished by him/her are found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.

SPECIAL CONDITIONS

INDEMNIFICATION:

The successful bidder is solely liable to fully indemnify and keep the Ministry indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Ministry on account of acts of omission/commission attributable to the contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. The Ministry shall be vested with sole discretion to determine damages / loss suffered on account of above from the the dues payable from Performance Security Deposit as Performance Guarantee or from the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the contractor at any point of time.

- The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.

OFFICIAL RECORDS:

The contractor shall maintain a personnel file in respect of all the staff, who is deployed in Ministry's Office. The personnel file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-a-vis action taken etc.

No: O/EF-Canteen/551/01/2018

**Government of India
MINISTRY OF EXTERNAL AFFAIRS
(Establishment Division)
Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,
New Delhi-110011, INDIA**

Section - 4

Schedule of Requirements (Scope of work)

**CANTEEN SERVICES AT JAWAHARLAL NEHRU BHAWAN
NEW DELHI**

1. Preparation, processing, cooking and serving of prepared and cooked food items, after taking into account the availability of seasonal vegetables and fruits, to the officers/officials. The workers have to work under the guidance of Canteen Supervisor. The workers will work in Kitchen and Dining area. Cleaners cannot be used for kitchen works.
2. Serving of Tea/Coffee, biscuits and snacks etc. during official meetings/conferences and seminars in as and when required basis (including Saturday/Sunday).
3. To install One (01) vending machine at the 4th floor of the building. Functioning of the vending machine including manpower and material will be the responsibility of the bidder.
4. To serve Tea/Coffee, Snacks etc. in the room of the officials(if required).

CANTEEN SERVICES AT SOUTH BLOCK. NEW DELHI

1. Preparation, processing, cooking and serving of prepared and cooked food items, after taking into account the availability of seasonal vegetables and fruits, to the officers/officials. The workers have to work under the guidance of Canteen Supervisor. The workers will work in Kitchen and Dining area. Cleaners cannot be used for kitchen works.
2. Serving of Tea/Coffee, biscuits and snacks etc. during official meetings/conferences and seminars in as and when required basis (including Saturday/Sunday).
3. To serve Tea/Coffee, Snacks etc. in the room of the officials (if required).

PANTRY SERVICE AT SHASTRI BHAWAN and AKBAR BHAWAN. NEW DELHI

1. The agency is required to set up a pantry at Shastri Bhawan to serve Tea/Coffee , biscuits and snacks to the officers/officials of the Ministry of External Affairs.
2. The agency is also required to serve Tea/Coffee, biscuits and snacks etc. during official meetings/conferences and seminars in as and when required basis (including Saturday/Sunday).

Additional Job Specifications

1. The agency is required to meet the day to day requirements of the officers, like breakfast, lunch, tea, snacks, coffee, cold drinks etc. and should have catering arrangements on requirement basis. No minimum guarantee will be furnished to the Contractor towards consumption of food items.
2. The agency will be required to display the price list of all the food articles, soft drinks, tea, coffee and juice etc. sold in the canteen. The prices of the items sold in the MEA canteen should not be more than the quoted prices and will be reviewed by Committee of MEA officials on regular basis.

No. Q/EF-Canteen/551/01/2018
GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS
ESTABLISHMENT DIVISION
Establishment Facilities – Canteen Section

3. The food has to be prepared in clean, hygienic and safe conditions as per the menu.
4. The workers should have worked in large canteens, hotels, messes for a period of three years and should have the sufficient knowledge and aptitude of preparing vegetarian food.
5. The kitchen, dining area, dish wash area, etc. to be kept clean always and will be washed with water and soap solution and mopped regularly and will be disinfected once in a month or as and when required.
6. The Agency will arrange for disposal of the garbage collected from the kitchen, dining halls, dish wash area etc. every morning in closed bins by separation of bio-degradable waste from non-biodegradable waste. The surroundings shall be kept clean and hygienic.
7. High quality of hygiene, sanitation and safety will be maintained at kitchen and dining halls. All the surrounding area of the canteen premises should be cleaned and washed daily.
8. After every meal (breakfast & lunch), all the plates, cups, katoris, water glass, spoons, forks, knives etc., are to be cleaned in soap solution and hot water and dried and kept ready for next meal. All the vessels used for cooking should also be washed in soap solution and hot water and should be available for use for cooking the next meal. The cleaning material supplied should be of appropriate quality.
9. A complaint box will be kept in the canteen for recording any complaint or suggestions from any user of the Ministry of External Affairs and will be produced for inspection. Decision taken by the Competent Authority of the Ministry shall be final in all these complaints/suggestions.
10. The Agency cannot make any alteration in rates without the prior approval of the competent authority of Ministry of External Affairs.
11. In South Block, basic equipment (as per list attached) for functioning of canteen will be provided. **For Jawaharlal Nehru Bhawan, Shastri Bhawan and Akbar Bhawan, the vender will make his own arrangements for all the required equipment for smooth running of canteen/pantry.**
12. The contractor is required to provide all the quoted items on the requirement basis. They must have the raw material so that they can provide the services as and when required.

No: O/EF-Canteen/551/01/2018

Government of India
MINISTRY OF EXTERNAL AFFAIRS
(Establishment Division)
Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,
New Delhi-110011, INDIA

Section - 5

Technical and Financial Bids

No. Q/EF-Canteen/551/01/2018
GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS
ESTABLISHMENT DIVISION
Establishment Facilities – Canteen Section

ANNEXURE-I

TECHNICAL BID

TENDER NOTICE NO. Q/EF-Canteen/551/1/2018

Dated: 14.08.2018

Cover-I (Technical Bid) (following documents to be uploaded online in .pdf format)		
Sl. No.	Document	File Type
1	Contact Details Form (Form-I)	.pdf
2	EMD of Rs. 2,25,000/- (Rupees Two Lakh Twenty Five Thousand only) (scanned copy)	.pdf
3	Scanned copy of Affidavit in Section – 2 of the tender document	.pdf
4	Certified copies of Registration particulars of firm / Company	.pdf
5	Certified copies of (i) PAN (ii)GST (iii) EPFO Registration (iv) ESIC Registration (v) License under FSS Act, 2006. (vi) MSME Registration, wherever required.	.pdf
6	Income Tax Returns for the last three years.	.pdf
7	Proof of minimum experience (Minimum period of 03 years as on 31.03.2018)	.pdf
8	Certified copies of annual audited Balance sheet, Profit and Loss Statement and Income Tax Return filed for the completed three financial years (and not Assessment Years).	.pdf
9	Financial Capacity Form (Form-II) duly certified by company auditor	.pdf
10	Format of Performance Certification (Form -III), duly certified.	.pdf
11	Details of Previous Contract (Form - IV)	.pdf
12	Check List Form (Form-V)	.pdf
13	Brief Profile of the Company along with any other information	.pdf
14	Power of Attorney/Authorisation	.pdf
15	Tender document signed & stamped on all pages as a token of having accepted the terms and conditions.	.pdf

Signature of the authorised
signatory of the bidder with
seal of the firm/company
Name: _____

Mob No. _____

Date: _____

Financial Bids

Note: The table given below is for reference purpose only.

(The BOQ template must not be modified / replaced by the bidder and the file should be uploaded in same format as of original BOQ file(.xls) after filling the relevant columns, else the bid is liable to be rejected for this tender. Bidders are allowed to enter the Bidder's Name and Values only.)

Rates for Meetings/Conferences

Sl.No.	Items	Rate (Per Head) in INR (Inclusive of all taxes)
1	Tea/Coffee (125 ml)	
2	Tea/Coffee(125 ml) + Biscuit/Cookies (2 Pcs.)	
3	Tea/Coffee(125 ml) + Biscuit/Cookies (2 Pcs.) + Samosa(70 grams) & Chips	
4	Twining Flavoured Tea (125 ml) [Green/Assam/Darjeeling/Filter Coffee]	
5	Tea/Coffee(125 ml), Biscuit/Cookies(2 Pcs.), Mixed Nuts (Kaju Roasted + Roasted Badam - 30 grams)	
6	Tea/Coffee(125 ml), Bakery Biscuits(2 Pcs.), Veg. Snacks(Samosa/Paneer Pakora/Veg Spring Roll/Hara Bhara Kabab/Veg Sandwich(70 grams each -2 Pcs.) & Chips	
7	Tea/Coffee(125 ml), Bakery Biscuits(2 Pcs.), Variety of Veg. Sancks(03 items), Pastry (1 Pc.)	
8	High Tea- [Tea/Coffee, Bakery Biscuits, Variety of Snacks , Pastry, Fruit Juice/Soft drink etc.]	
9	Basic Lunch- [Soup, Rice, Roti, Dal, 2 Veg itmes/paneer, Salad, Raita/Curd, Achaar, Desert	
10	Executive Luch/Dinner(Partial Buffet/Sit Down)- Basic Lunch + two veg main dishes + Cut fruits+ Charges for table services	

No. Q/EF-Canteen/551/01/2018
GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS
ESTABLISHMENT DIVISION
Establishment Facilities – Canteen Section

Rates for Canteen/Pantry Services for Official/Staff

S.No	Name of Items	Rate in INR (Inclusive of all taxes)
1.	Tea (125 ml)	
2.	Coffee (125 ml)	
3.	Samosa (70 gram)	
4.	Aloo Bhonda(70 gram)	
5.	Dal Vada/Channa Vada (70 gram)	
6.	Bread Pakora/Bread Roll (one piece)	
7.	Sambhar Vada (2 piece-each vada 70 grams)	
8.	Cold Drinks (coke/pepsi ½ ltr.)	
9.	Mineral water (1ltr.)	
10.	Veg Patties(1 pcs)	
11.	Paneer Patties(1 pcs)	
12.	Veg Cutlet(70 grams)	
13.	Veg Momos(6 pcs)	
14.	Bread Slice big size with Butter(2 pcs)	
15.	Dosa with Sambhar & Chutney (plain)	
16.	Masala Dosa with Sambhar & Chutney	
17.	Paneer Dosa with Sambhar & Chutney	
18.	Onion Dosa with Sambhar & Chutney	
19.	Dal (per plate-200 grams)	
20.	Ordinary Lunch- Thali [Basmati Rice, Roti(3pcs), Dal, Vegetable, Salad, Raita/Curd and Sweet]	
21.	One Roti (Tawa) - 70 grams	

No. Q/EF-Canteen/551/01/2018
GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS
ESTABLISHMENT DIVISION
Establishment Facilities – Canteen Section

22.	One Roti Tandoori - 100 grams	
23.	One Katori Chhole - 200 grams	
24.	One Katori Rajma - 200 grams	
25.	One Katori Kadhi Pakora (with 02 piece pakoras) - 200 grams	
26.	One Katori Seasonal Vegetable - 200 grams	
27.	One Katori Kofta Curry with two pieces kofta - 200 grams	
28.	One Katori Aalu Matar - 200 Grams	
29.	One Katori Baingan Bharta - 200 grams	
30.	One Katori Mixed Vegetable - 200 grams	
31.	One Katori Dahi-200 grams	
32.	One Katori Raita - 200 grams	
33.	One Katori Dahi Vada (02 piece vada) -200 grams	
34.	One Katori Matar Paneer - 200 grams	
35.	One Katori Kaju Korma -200 grams	

No. Q/EF-Canteen/551/01/2018
GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS
ESTABLISHMENT DIVISION
Establishment Facilities – Canteen Section

36.	One Katori Palak Paneer – 200 grams	
37.	One Katori Nutri Paneer - 200 grams	
38.	Half Plate Rice (Basmati)/Pulao -200 grams	
39.	Full Plate Rice (Basmati)/Pulao 400 grams	
40.	One Piece Gulab Jamun – 60 grams	
41.	One Piece Burfi -60 grams	
42.	One Piece Rasgulla -60 grams	
43.	Fruit Juice - 200ml	
44.	Ice cream (weight) 1 Scoop	
45.	One Plate Maggi (200 grams)	
46.	One Plate Upma with sambhar and chatni (200 gram)	
47.	One Plate idly (3 pices) with sambhar and Chatni	

Signature of the authorised
signatory of the bidder with
seal of the firm/company

Name: _____
Mob No. _____
Date: _____

No: Q/EF-Canteen/551/01/2018

**Government of India
MINISTRY OF EXTERNAL AFFAIRS
(Establishment Division)
Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,
New Delhi-110011, INDIA**

Section - 6

Forms and Checklists

FORM-I

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

1	NAME OF THE COMPANY	
2	NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE	
3	COMMUNICATION ADDRESS	
4	TELEPHONE AND MOBILE NO.	
5	FAX NO.	
6	E-MAIL ID	

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

1	NAME OF THE CONTACT PERSON	
2	DESIGNATION	
3	COMMUNICATION ADDRESS	
4	TELEPHONE NO.	
5	MOBILE NO.	
6	E-MAIL ID	

FORM-II

FINANCIAL CAPACITY FORM

Name of the Firm:

Address of the Firm:

FINANCIAL YEARS	2015-16	2016-17	2017-18
Annual Turnover (in INR)			

Signature of the authorised
signatory of the bidder with
seal of the firm/company

Name: _____

Mob No. _____

Date: _____

NOTE: To be certified by Company Auditor with seal and signature.

FORM-III

FORMAT FOR PERFORMANCE CERTIFICATION

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

1. Name of the contract and location
2. Agreement no.
 - a. Scope of Contract
 - b. Contract Cost
 - c. Date of Commencement
 - d. Average Number of official served per day
 - e. Period
 - f. Amount of penalty levied, if any
 - g. Performance Report:
Quality of Food & Resourcefulness - **Very Good/Good/Satisfactory/Average**
 - h. Compliance of all statutory requirements- Yes / No

(Seal of the Organization)

(Signature of the Responsible
Authority with seal)

Date:

FORM-IV

DETAILS OF PREVIOUS CONTRACTS

Period of Contract From To	Name and Address of the Organization with reference letters	Name of the contact person & Phone No.	Value of contract and other Details	Remarks

Give details of current contracts, if any, of similar services being rendered by you and which will be available for inspection by our officials:

Period of Contract From To	Name and Address of the Organization with reference letters	Name of the contact person & Phone No.	Value of contract and other Details	Remarks

Place:

SEAL AND SIGNATURE OF THE BIDDER

Date:

No. Q/EF-Canteen/551/01/2018
GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS
ESTABLISHMENT DIVISION
Establishment Facilities – Canteen Section

FORM-V

CHECK LIST

Sl. No.	Particulars	YES/NO
1.	Have you filled and submitted all forms: i) Form I to V (ii) Technical bid (iii) Financial bid (iv) Affidavit	
2.	Have you read and understood various conditions of the Contract and shall abide by them?	
	TECHNICAL BID	
3.	Have you enclosed scanned copy of the draft for EMD of Rs. 2.25 Lakh only and uploaded with the Technical Bid?	
4.	Have you uploaded the proof of having met the following minimum eligibility criteria?	
4.1	Legal Valid Entity: Have you uploaded the attested Certificate for registration of company/firm?	
4.2.	Financial Capacity: Have you uploaded Income Tax Returns, Audited Balance Sheets and Profit & Loss Statement as required?	
4.3.	Registration License: Have you uploaded a copy of each of the Registration certificate?	
4.4.	Experience: Have you uploaded the attested experience :Certificates issued by the Organizations / Government Departments of the last 3 years?	
5.	Have your Technical Bid been prepared and uploaded as per the requirements of the Tender?	
	FINANCIAL BID	
6.	Have your Financial Bid proposal duly filled and upload as per instructions?	
7.	Have you quoted prices against each of the category/item?	
8.	Have you provided cost break ups for all components in the Financial bid?	
9.	Have you attended pre-bid site visit/briefing?	

Note :- The above must be filled, signed and submitted along with the bid.

Signature of the authorised
signatory with
seal of the firm/company
Name: _____
Mob No. _____
Date: _____

No: Q/EF-Canteen/551/01/2018

**Government of India
MINISTRY OF EXTERNAL AFFAIRS
(Establishment Division)
Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,
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Section - 7

Instructions to bidders for online bid submission

INSTRUCTIONS FOR ONLINE BID SUBMISSION:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- Bidders 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 Enrollment” on the CPP Portal which is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders 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 bidders 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 CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders 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.

SEARCHING FOR TENDER DOCUMENTS

- There are various search options built in the CPP Portal, to facilitate bidders 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 bidders 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 bidders 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 bidders 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.

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 bidders. Bidders 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.

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.
- Bidders 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 bidders. Bidders 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 file name. 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 bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- All the documents being submitted by the bidders 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.
- Upon the successful and timely submission of bids (ie 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 acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 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.

No: Q/EF-Canteen/551/01/2018

**Government of India
MINISTRY OF EXTERNAL AFFAIRS
(Establishment Division)
Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,
New Delhi-110011, INDIA**

Section - 8

Draft Agreement



**SERVICE AGREEMENT FOR PROVIDING CANTEEN/PANTRY SERVICES IN
MINISTRY OF EXTERNAL AFFAIRS**

This Agreement is made in New Delhi on this _____ day of _____.

BETWEEN

The President of India, represented by the Ministry of External Affairs (hereinafter referred to as "MEA or Ministry", having its office at 23 D, Janpath, New Delhi – 110011.

AND

M/s. _____, a company firm registered in _____, acting through Mr./Mrs. _____ who is duly authorized to sign and execute this Agreement on behalf of the company, through resolution of the Board of Directors/owners of the company, (hereinafter referred to as "caterer/contractor or Service Provider").

The terms and conditions mentioned hereinafter, it is hereby confirmed as having been agreed to between the respective parties as under:

2. Ministry of External Affairs needs a caterer for providing canteen/pantry services in MEA as per the Tender Notice No. Q/EF-Canteen/551/01/2018 dated **14.08.2018**. It is thought desirable to grant a contract (not being lease) for providing catering services for MEA's officials in the cafeteria and the Meeting/Conference Rooms.

3. That the Caterer has been granted the contract;

(i) to provide Canteen services in the premises of the Ministry of External Affairs Jawaharlal Nehru Bhawan (JNB) and South Block, New Delhi;

(ii) to provide Pantry Services in Shastri Bhawan and Akbar Bhawan, New Delhi ;

(iii) to install one vending machine at the 4th Floor of JNB;

(iv) to serve tea/coffee and snacks (refreshments) etc. during meetings/conferences in Jawaharlal Nehru Bhawan, South Block, Akbar Bhawan and Shastri Bhawan (if required);

(v) **In order to evaluate the performance and services of the contractor, the contract will have probationary period of three months. The contract for the remaining 09 months**

No. Q/EF-Canteen/551/01/2018
GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS
ESTABLISHMENT DIVISION
Establishment Facilities – Canteen Section

will be confirmed only if the services and quality of items served by the contractor are found satisfactory during the probation period. If the contract is not confirmed, the contract is deemed to be terminated.

(vi) The agreed rates are as under:

(.....rates.....).

4. Subject to clause 3(v) above, the contract will be initially for a period of one year w.e.f. **dd. mm. yyyy** on the terms & conditions contained in the Tender Document, MEA's 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 on the same terms, conditions and rates, for a maximum extension of one more year (solely at the discretion of the MEA). The contract is also terminable during the currency of the contract if the services are found to be less than satisfactory.

5. That the items served by the Caterer shall be wholesome and hygienic prepared in the clean atmosphere. The Under Secretary, Establishment Division of the MEA and/or their authorized nominees 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 MEA 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 MEA's authorities may – (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, MEA reserves the right to impose financial penalty as decided by the MEA's authorities or the contract may be cancelled without giving any notice.

6. That the caterer will use either Delhi Milk Scheme or Mother Dairy milk. 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. The security deposit to DMS/Mother Dairy, if any, will be paid by the caterer himself.

7. That the caterer shall not make any additions or alterations in the premises allotted to him for providing canteen/pantry services.

8. 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 condition bye-laws of the New Delhi Municipal Corporation (NDMC) or any other government/statutory body. 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.

9. That in the event of NDMC, Health Department or any other government/statutory body 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.

10. That the caterer has agreed to provide sufficient number of cooks, waiters and other trained 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 civil, polite, sober and honest in their dealings with the MEA's officials. They will deploy 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 removal due to his actions, disobedience or misconduct. The caterer shall accept the decision of the MEA as final and abide by such decision. Such an event, the MEA 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 MEA's authorities indemnified.

12. That the MEA 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 not fulfilled any of the conditions of this contract or that his working is unsatisfactory, the MEA may terminate the contract after giving the caterer three-months notice, but no such notice will be necessary if the contract is terminated on the ground of service of any undesirable commodity.

13. That the possession of the premises will always be with the MEA, even when the premises are in use or occupied by the contractor.

14. That MEA will provide the caterer some equipment (as per list) only for South Block. In case of JNB, Shastri Bhawan and Akbar Bhawan, the contractor has to make his own arrangements for procuring equipment, furniture & fixtures and all other utensils etc. The Contractor will be responsible for upkeep and maintenance of all equipment either of MEA or their own.

15. That the caterer shall provide all other implements for running the canteen like cooking utensils, crockery, cutlery, table linen, flower pots and livery for the Canteen Staff etc. These shall be of standard quality.

16. **Cooking Gas, Equipment, Water and Electricity:**

South Block: The caterer will be required to procure gas refills in sufficient quantity for cooking purposes at his own cost. The equipment, furniture/fixtures will be provided to the contractor in good working condition as per the list attached (Section - 9), all other necessary equipment will be arranged by the contractor. The contractor will be responsible for any loss/theft of the gas cylinders and other equipment.

Jawaharlal Nehru Bhawan: The Piped Natural Gas is already installed in the kitchen premises. The Contractor may use it with a condition to pay the Gas bill on time as per the actual consumption directly to IGL. The contractor will have to arrange all the equipment, furniture/fixtures. The contractor will be responsible for any loss/theft.

Akbar Bhawan & Shastri Bhawan: Only electrical equipment will be allowed and the contractor will have to arrange their own equipment as per the requirement. The contractor will be responsible for any loss/theft.

Water and Electricity

MEA will provide free electricity and water to the contractor.

17. That in case of any damage to the furniture and equipment by any person, they will immediately inform in writing to the concerned authorities of the MEA for recovery of such losses/damages from the defaulters, failing which the caterer shall himself be liable to pay the cost as decided by the MEA.

18. Equipment, furniture & fixtures will be used carefully & cautiously by his employees. The repairs up to the cost of Rs. 5,000/- (for equipment either provided by MEA or their own) will have to be got done by the Contractor at his own cost. Any repair above Rs. 5000/- of government owned equipment will be taken care by the MEA.

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

20. That the contractor shall be solely responsible either for any injury, damage, accident to the workman employed by the contractor or for any loss or damage to the equipment/property in the areas of work as a result of negligence/carelessness of its workers.

21. **That the Agency cannot make any alteration in rates without the prior approval of the competent authority of Ministry of External Affairs.**

22. Income Tax may be deducted at source as per rules by MEA while making the payment.

23. The Contractor/Caterer shall pay the expenses of stamp duty for execution of this Agreement.

24. **GENERAL CONDITIONS:**

- i) The Contractor shall assign personnel of appropriate training and experience to perform and fulfil its obligations under this Agreement. The Contractor shall take commercially reasonable steps to ensure that staff members performing services under this Agreement are trained and suitable to perform such Services. The Contractor is obliged to replace, without unreasonable delay and at no cost to Ministry, any personnel whom the Ministry considers lacking the necessary competence or with whom Ministry finds it difficult to collaborate.
- ii) The Contractor should ensure that proper trained personnel carry out the jobs and that proper supervision is done for all jobs.
- iii) All workmen of the Contractor must have valid photo id pass issued by MEA to be displayed at all times during duty hours.
- iv) The Contractor hereto undertakes to indemnify the Ministry against all claims, losses, damages, liabilities or expenses (including legal fees) that may be incurred arising out of the agreement or filed by the workers/employees of the Contractor against loss or damage caused and legal complications liabilities which may arise on account of failure of Contractor to perform its obligations to observe the rules & regulations & other provisions of law applicable to the conduct of the business by the Service Provider. The Contractor will be solely and exclusively responsible for payment of salaries/wages and other monetary, non-monetary benefits attached to the contract of employment the workers have with the Contractor.
- v) All correspondence, notice shall only be in writing, duly signed by the authorized representative of the parties and shall be served vide Registered mail/ speed Post/by hand / courier only at the address mentioned in this Agreement or the last address known to the parties.

25. AMENDMENTS TO THE CONTRACT

This Agreement may be amended or modified with the consent of both parties in writing signed by the duly authorized representatives of the respective parties. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the contractor and Ministry.

26. CODE OF CONDUCT:

The Contractor shall strictly observe that its personnel:

- Are always smartly turned out and vigilant.
- Are punctual and arrive at least 15 minutes before start of their duty time.
- Take charge of their duties properly and thoroughly.
- Perform their duties with honesty and sincerity.
- Extend **courtesy** to all Officials of the Ministry.
- Shall not drink liquor on duty, or come drunk and report for duty.
- Will not gossip or chit chat while on duty.
- Will never sleep while on duty.
- Will immediately report if any untoward incident / misconduct or misbehavior occurs, to the Ministry.
- When in doubt, approach concerned person immediately.
- Get themselves checked by security personnel whenever they go out.
- Shall not smoke or use gutka/pan etc in the office premises.

27. PENALTIES:

- The contractor shall supply fresh sets of uniforms/badges, identity cards, shoes to all personnel who shall wear the same while on work and also keep their uniform neat and clean. If any employee (including Manager and Supervisor) is found without uniform, penalty @ Rs.100/- per person per day shall be recovered from contractor's bill.
- The contractor has to pay penalty of Rs. 5000/- per day for not providing canteen/pantry services in any designated date.
- The contractor has to pay penalty of Rs. 500/- per day per item if they sells any item without Ministry's prior permission.

28. PROPOSED ORGANIZATION OF PERSONNEL AT THE PROJECT: As per financial bid/annexure (copy attached to this Agreement) the parties hereto shall be bound by the terms and conditions of the Agreement and all the relevant terms hereof shall be deemed to be incorporated in the Agreement and constitute its integral part thereof. The Financial and Technical bids submitted by the Contractor shall form an integral part of the Agreement along with a copy of the letter of award of Contract (copy as annexure).

29. Settlement of Disputes and Arbitration

29.1 If any dispute or difference arises between the parties hereto as to the interpretation, effect and implication of any provision of this agreement, including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this tender, shall within 15 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to negotiations for a period of 30 days after which parties can submit the dispute to arbitration in accordance with the Arbitration and Conciliation Act 1996 and the rules framed there under for the time being in force. The award made in pursuance thereof shall of binding on the parties.

29.2 The sole arbitrator shall be appointed by the mutual consent of both Parties.

29.3 The venue and seat of the Arbitration shall be at Delhi.

29.4 The language of arbitration proceedings will be English only.

29.5 Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.

No. Q/EF-Canteen/551/01/2018
GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS
ESTABLISHMENT DIVISION
Establishment Facilities – Canteen Section

29.6 The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this tender/agreement expires or ceases to exist or is terminated or revoked or declared unlawful.

29.7 The Courts at New Delhi shall have exclusive jurisdiction in all matters, concerning this Agreement/tender including any matter related to or arising out of the arbitration proceedings.

30. That all the terms and conditions of the tender notice number Q/EF-Canteen/551/01/2018 dated **14.08.2018** inviting bids, will be an integral part of the agreement.

IN WITNESS WHEREOF the parties have signed this Agreement on the day, month and year as mentioned above in presence of witnesses and in presence of each other.

Signed on behalf of the Contractor

Signed for and on behalf of
the President of India

(Authorised Signatory)

(Authorised Signatory)
Ministry of External Affairs

No: Q/EF-Canteen/551/01/2018

**Government of India
MINISTRY OF EXTERNAL AFFAIRS
(Establishment Division)
Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,
New Delhi-110011, INDIA**

Section - 9

List of kitchen equipment, furniture items etc. available in MEA Canteen South Block

List of kitchen equipment, furniture items etc. available in MEA Canteen South Block

SI. No.	Items
1	RO System
2	Ice Cream Display Cabinet
3	Loading and Unloading tables
4	Hot Plate with Chappati Puffer
5	Sink 1 Unit
6	Display Counter
7	Stoves- 6
8	Refrigerator – 2
9	Table – 1
10	Revolving Chair - 1
