

No. GA/6/2024
Government of India
Ministry of Skill Development and Entrepreneurship

#118, Kaushal Bhawan
New Moti Bagh, New Delhi - 110023
Dated:26.11.2024

**INVITATION OF BIDS FOR EMPANELMENT OF FIRMS AS OUTDOOR
CATERING SERVICE PROVIDER FOR MINISTRY OF SKILL DEVELOPMENT
AND ENTREPRENEURSHIP AT KAUSHAL BHAWAN, NEW MOTI BAGH –
110023 DURING EVENT THROUGH E- PROCUREMENT/ONLINE**

Ministry of Skill Development and Entrepreneurship, Government of India, invites bids under **Two Bid** system (Technical and Financial bids) for Empanelment of firms for providing catering services in Kaushal Bhawan, New Moti Bagh, New Delhi - 110023 from reputed firms having experience in running Hotel / Canteen / Cafeteria / Outdoor catering services as per the following schedule: -

S. No.	Items	Description
i.	Scope of work	As given in Para B of RFP
ii.	Availability of Bid Document	The bid document can be downloaded from E-Procure portal, GeM, and websites of Ministry i.e. https://www.msde.gov.in/
iii.	Published date	27.11.2024, 05.00 PM
iv.	Document download/ sale start date	27.11.2024, 05.10 PM
v.	Clarification start date	NA
vi.	Bid Submission start date	27.11.2024, 05.30 PM
vii.	Pre-Bid Meeting	02.12.2024, 2.30 PM
viii.	Bid Submission of end date	09.12.2024, 05.00 PM
ix.	Bid Opening date	11.12.2024, 11.00 AM
x.	Date of opening of Technical Bid	11.12.2024, 11.15 AM
xi.	Date of opening of Financial Bids	After completion of technical evaluation of bids
xii.	Earnest Money Deposit	Rs.50,000/-
xiii.	Address for submission and opening of Bids	Kaushal Bhawan, New Delhi
xiv.	Duration of Empanelment	Initially Two years from the date of empanelment which is extendable to another one year based on review of performance & services rendered by the agency
xv.	For queries	Queries, if any, may be sent in email: ashutosh.misra07@gov.in

A. INSTRUCTION AND GUIDELINES TO BIDDERS FOR SUBMISSION OF BID

Please read the Terms & Conditions carefully before filling up the document.
Incomplete Tender Documents will be rejected.

1. Before submitting the tender, details of documents to be attached may be verified from the Check List given at Annexure-I of the Technical Bid.
2. All pages of the Tender Documents must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the Terms and Conditions of this Tender.
3. Tender shall be submitted online only. However, Bids security & Performance Guarantee may be accepted in form of A/c Payee DD, FDR, Banker Cheque or guarantee or online is an acceptable form.
4. Bid Security/ Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand Only) as applicable shall be made. The bid security/ EMD is to remain valid for a period of forty-five days beyond the final bid validity period
5. The name and address of the bidder shall be clearly written in the space provided for the purpose and no over-writing correction; insertion shall be permitted in any part of the tender unless duly countersigned by the bidder. The tender should be filled in and submitted strictly in accordance with the instructions contained herein, otherwise the Tender is liable to be rejected.
6. The bids are to be submitted on the e-procure (CPPP) portal in two part-
 - i. Technical Bid (as per format at Annexure-I). Demand Draft for Rs. 50,000/- (Rupees Fifty Thousand only), drawn in favour of DDO, Ministry of Skill Development and Entrepreneurship payable at New Delhi, towards Earnest Money Deposit (EMD)/ Bid Security shall be submitted in physical at Room no. 118, Kaushal Bhawan, New Moti Bagh, New Delhi - 110023 before the end date of Bid submission. Tender Document received without EMD/ Bid Security will be summarily rejected.
 - ii. Financial Bid in BoQ.xls format as per requirement on CPP Portal. No physical Financial Bid is required to be submitted. **In fact, no physical document except 'Bid Security' may be needed to submit by bidder.**
7. MSDE reserves the right to reject any or all tenders without assigning any reason.
8. MSDE reserves the right to change any condition of the tender before opening of the Technical Bids.
9. The successful bidder will have to enter into an agreement with the MSDE before commencement of work as per Annexure-IV.
10. Canvassing in any form will make the tender liable to rejection.
11. Conditional tender will not be accepted and will be rejected outright.
12. **Disqualification of bids:** - The bid is liable to be disqualified if (i) Not submitted in accordance with the prescribed forms. (ii) During the validity period, or its extended period, if any, the Bidder increases his quoted prices.

(iii) Bid not accompanied by all requisite forms and supporting documents. (iv) Information submitted in Technical bid is found to be misrepresented, incorrect or false accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any. (v) Awardees of the contract qualify the letter of acceptance of the contract with his conditions. (vi) Bidders may specially note that while processing the tender documents, if it comes to our knowledge expressly or implied that some Bidders may have colluded in any manner whatsoever or otherwise joined to form a cartel resulting in delay / holding up the processing of tender, then the Bidders so involved are liable to be disqualified for this contract as well as for a further period of two years. (vii) No bidder will be allowed to withdraw the bid after the bid submission deadline. (viii) In case of successful bidder declines the offer of contract for whatsoever reason(s) the EMD submitted by the successful bidder would stand forfeited.

13. **Period of Bid validity:** - Validity of Tender Bids will be for six months.
14. Opening of only the Technical Bids shall be done first. After Technical evaluation, the Commercial bids of only those technically qualified will be taken up for further price evaluation.
15. **Duration of the Contract:** - The offers are invited only for the purpose of empanelment, which would be valid for a period of two years. Extendable by another period of one year.
16. **Correction of Errors:** - Bidders are advised to exercise greatest care in entering the rates in their commercial bids. No excuse that mistakes have been made or request for rates to be corrected will be entertained, after the date and time of submission of bids.

B. SCOPE OF WORK

The scope of catering services includes: -

1. Serving of High Tea, working Lunch, Lunch, Dinner, Tea / Coffee / Snacks etc. to the MSDE and other organisations organizing events / functions at Kaushal Bhawan, MSDE. The caterer agency should have high quality buffet related items, chairs, tables with table cloth, gloves, apron, tandoor, refrigerator, filled-in cooking gas commercial cylinders, oven, crockery and cutlery, tissue papers and allied items to serve during the events. Brands of consumables should be standard.
2. MSDE will provide space, electricity and water free of cost for catering services to the empanelled vendors.
3. Tea, High Tea, Lunch/ Dinner shall be served in buffet system generally. However, in special cases, the services will be required to be served in Conference/Meeting Rooms.
4. Caterer or tenderer shall arrange: - (a) Good quality paper napkins. (b) Good quality Tooth picks(wooden). (c) Disposable glasses for serving tea in all blocks. (d) Salt, pepper, sugar, pickle, etc. separately. (e) Adequate stock of high-quality raw materials for cooking as per standards to be fixed by MSDE. (f) Cleaning materials like brushes, dusters & surf etc. (g) Storage racks for soft drinks.

5. The catering services will be on call basis as and when required and payment will be made accordingly. Catering services should be available from 6 AM to 11 PM on all days of the year.
6. The tenderer / caterer will engage sufficient manpower to ensure prompt service. All food items will be served by persons in uniform carrying photo identity card. The tenderer will bring his own equipment such as crockery, cutlery, frills (cloth covers) and other paraphernalia etc. for serving the food.
7. The caterer and his staff are expected to provide courteous service to MSDE. Any deficiency noticed in this regard will be treated as a breach of contract and the contract will be terminated without any notice.
8. The minimum no. of persons for an event shall be taken as 40.
9. The Caterer shall not use the MSDE premises for any other activity except for the purpose for which it has been provided for and shall not act in any manner so as to cause any nuisance or annoyance to the Ministry.
10. The infrastructure available in MSDE will be used by the Caterer on 'As is Where is' basis.
11. The payment of bills by the MSDE will be made to the contracting agency on reimbursement basis within 15 days after successful completion of the work as per T&C of the tender document and submission of the proper tax invoice. No advance payment would be made by the MSDE.

C. ELIGIBILITY CONDITIONS and TECHNICAL QUALIFICATIONS

1. Registration of ownership/ proprietorship/ company/ agency.
2. Registration for GST & Pan No.
3. The applicant should be in catering business (excluding beverage and snacks services) for a continuous minimum period of three years as on date of bid submission.
4. The Bidder will own/ hire Mobile Kitchen Van for the catering events.
5. Manpower (at least one) holding certificate/ diploma/ degree in hotel management/ catering/ food and beverages & allied services from recognized university/ institution with sufficient experience. Bidder will submit documents support viz. Appointment letter of the resources and qualification certificate.
6. The bidder should have a valid FSSAI's catering license. The same should be enclosed with the technical bid.
7. The bidder must have registration with statutory authorities such as Labour Welfare, ESI Department etc. (Attested copies of the certificates to be submitted with the technical bid).
8. The Registered office or Branch office and kitchen of the bidder should be located in Delhi.
9. Experience and performance certificate of at least last 03 years for satisfactory and successfully arranging outdoor or indoor catering services in central government department/ institutions/ PSUs of the Government/ reputed private establishment (i.e. having turnover of around 50 crore and above.)
10. The bidder should have experience of handling catering event of minimum 300 persons at a time (at least once a year for past 3 years).
11. The bidder's performance for each work completed in the last three years should be certified by a responsible person from the concerned organization.

12. The list of the government and private sector offices/ organization/ institutions (with complete postal address) served in the past and list of the Govt. and private sector offices/ organization/ institutions where presently providing catering service names, designation and phone number of the concern officer in the respective offices/ organization/ institutions may also be indicated.
13. Annual turnover of Rs. One crore & above in last three financial years (2023-24, 2022-23, 2021-22) certified by a CAG empaneled CA.
14. Income tax returns filed for the last three financial years (2023-24, 2022-23, 2021-22).
15. Self-certified declaration to the effect that the bidder is not blacklisted in letter head of the agency as per Annexure - VII.
16. Declaration regarding acceptance of all terms and conditions towards services as mentioned in the tender document as per Annexure - V.
17. In addition to evaluation of technical bid, the Technical Evaluation Committee (TEC) of the MSDE may visit the bidders' premises to inspect food preparation area, to check hygiene factors, to check the availability of required kitchen equipment & all other requirements to serve the food to the MSDE. If the level of cleanliness and hygiene is not up to mark the TEC may reject the bid.
18. In order to qualify the technical round, the bidder should fulfil the all of the above technical qualification at given at Annexure-I (Technical Bid).
19. EMD/ Bid Security without interest will be returned to the unsuccessful bidder(s).

Note: Copies of documents in support of each of the above Eligibility conditions should be closed with the Technical Bid

D. OPENING OF BIDS

1. The Financial Bids of technically accepted tenders will be opened for further consideration. The decision of the MSDE in this regard will be final and no requests etc. will be entertained from the bidders. The date and time of opening of financial bid(s) will be intimated only to such bidders who are found eligible as per technical evaluation criteria.
2. The rates should be quoted separately for Tea, High Tea, Lunch/ Dinner (Veg & non-Veg) as per Annexure-II against the menu items given at Annexure-III. Taxes will be extra and will be paid as per actual.
3. Weightage of financial bid:
 - Tea- 20%
 - High-Tea - 30%
 - Lunch/ Dinner - 50%
4. On the financial bids opened, the bidder with the lowest financial quote shall be considered as L1. All the other technically qualified bidders will have to match their financials with the lowest rate (L1) for empanelment. It shall be obligatory on the part of the other technically qualified bidders to match the L1 Caterer rates in each category viz. Tea, High Tea, Lunch/ Dinner in order to get empanelled.

5. All the technically qualified agencies agreeing to match the L1 prices shall be empanelled. The MSDE and its organizations shall award the catering service to any of the empanelled firms at the "Value" and for the "Scope of Work" as finalized under this tender.
6. The successful bidder will be required to submit with MSDE, Bank Guarantee or Demand Draft or Fixed Deposit Receipt (in original) made in favor of DDO, MSDE, New Delhi for a sum of Rs. 2,00,000/- (Rupees Two Lakh only) as Deposit on account of Performance Security. Bank Guarantee or Demand Draft or Fixed Deposit Receipt (in original), to be renewed from time to time, will be retained by the MSDE for the entire period of the empanelment contract agreement and on termination of the contract, the MSDE will refund to the Caterer the sum of Rs. Two Lakh without interest.
7. Performance security to be valid for 60 days beyond initial term of two years of empanelment. In case of extension of empanelment, the service provider will provide performance security to be valid for 60 days beyond extendable duration.
8. EMD of the successful bidder shall be liable to be forfeited if the Caterer does not fulfill any to the following conditions:
 - i. An agreement of Empanelment is not signed in the prescribed form within ten days of the receipt of the Letter of Empanelment;
 - ii. The Caterer does not commence catering services within 21 days of the Empanelment.
9. The Empanelment of Catering Services through this Tender is likely to come into effect from the date of signing of Empanelment Agreement.

E. GENERAL CONDITIONS OF THE EMPANELMENT CONTRACT:

1. The MSDE will provide adequate space to the Caterer for storing raw material, kitchen equipment for cooking and preservation of perishable items, sitting and serving, billing etc. free of cost.
2. The MSDE will not provide crockery, utensils, water purifiers, water coolers and other kitchen equipment(s).
3. Termination Clause:- In case of breach of term and conditions of this tender or unsatisfactory services, the MSDE reserves its right to terminate the contract.
4. Caterer shall entirely be responsible for proper catering during the period of contract. In case of loss, inadequate / improper maintenance / inadequate service, the caterer shall be held responsible and deduction equal to the loss assessed will be paid by the caterer on the recommendations of a Catering Management Committee constituted by MSDE and the recommendation, shall be binding on the caterer.
5. Risk Purchase Clause: If anytime during the currency of the contract MSDE find that;
 - a. Services are not provided in time, and/or
 - b. The Tenderers services are found unsatisfactory, and or

- c. Services do not conform to the specification indicated in the contract. Then in that event the MSDE will be at liberty to obtain the services covered under this contract from alternative source(s) at tenderer(s)'s risk and cost including invoke/resorting to apply any other clause of this tender document
6. Penalty Clause: Further, if the tenderer fails to render service as per the provisions of the tender/contract, then in that event, the MSDE has a right to take the following actions:
 - a. For the first contravention, depending on the gravity of the contravention/offence, a warning letter will be issued.
 - b. For the second contravention, a monetary penalty of Rs. 10,000/- (Rupees Ten Thousand only) will be imposed for each occurrence.
 - c. For the third contravention, the contract is liable to be terminated and the Tenderer may be debarred from the contract for a specified period, which will be decided by the MSDE.
7. Labour Clause: The caterer/s alone shall be liable to pay the wages and all other payment as may be due to their employees/men/workers engaged by the caterer/s. The Caterer/s shall also indemnify the MSDE and its clients for any claims arising out death/injury or whatsoever, made by such employees/men/workers engaged by the tenderer/s.
8. Abide by Law of the Land: The Caterer shall abide by and comply with all Local, National as well as International Laws in connection with the Services to be provided by the Agency under the subject contract. The MSDE shall not be responsible for breach of law, if any, by the caterer.
9. Exit Clause: The caterer will have to give three months termination notice in case the caterer does not wish to continue catering services for the MSDE. MSDE will have the option to terminate the services of the caterer by giving one month notice without assigning any reason and without payment of any compensation thereof.

F. SPECIAL CONDITION OF THE EMPANELMENT CONTRACT:

1. The caterer will ensure that raw material used for cooking are of very good quality, safe for human consumption and conform to the standard laid down by the Govt. of India in this regard. In the event of any food poisoning/contamination, the caterer will be held fully responsible and will attract other penal actions under the law. The caterer will ensure proper sanitation/hygienic conditions in the premises.
2. The caterer shall be responsible for compliance of the Labour laws in respect of the personal employed by them. The caterer shall be the employer for his workers and the MSDE will not be held responsible fully or partially for any dispute that may arise between the caterer and his workers either directly or indirectly.
3. The caterer would be responsible for verifying antecedents of the persons deployed by him and a certificate to this effect shall be provided by him to the MSDE in respect of each staff member.
4. The eatables will be served in neat and clean utensils and the cafeteria staff must be in proper uniform.

5. The caterer may also supply those eatable items which are not under the contract in case of any demand. The cost of such items may be fixed on MRP rates.
6. A Catering Management Committee will be nominated by the MSDE to inspect the functioning of the Catering with a view to ensure hygienic and satisfactory services.
7. Cleaning of Mobile Kitchen along with area of Kaushal Bhawan utilized by caterer shall be done by the caterer. The garbage shall be disposed of by the caterer suitably.
8. The caterer shall be responsible for all damages or losses of MSDE's property and will be liable to make good any such loss or damage excepting those due to reasonable use or wear and tear or such as caused by natural calamity.
9. It shall be the sole responsibility of the caterer to obtain and keep ready necessary license/permission from various government bodies and/or NDMC/concerned local bodies and authorities for running catering services and produced the same before the concerned authority as when asked for. **An undertaking in this regard has to be given by the Caterer as per Annexure-V.**
10. Liability/responsibility arising from any accident-causing injury/death to the worker or any staff of the Caterer shall be on the Caterer employing them. The MSDE shall not be responsible in any means in such cases. **The Caterer will have to furnish indemnity bond in this regard as per Annexure-VI.**
11. The caterer shall use or sell/provide good quality ISI/ Agmark/ Food grade/ FSSAI certified products only all the time.
12. The caterer shall ensure that all the employees, during their working hours, wear neat and tidy uniform and use hygiene gloves and hair mask supplied by the Caterer. No employee shall be allowed to perform his duty without proper uniform.
13. The Caterer shall not stock any inflammable or otherwise dangerous material, goods in any part of the allotted space which are fire prone and/or likely to cause health hazard to the people or damage to the property of MSDE.
14. The Caterer should be in a position to cater to the North Indian, South Indian, Chinese, Oriental & Continental dishes for Lunch/Dinner and High Tea as per requirement.
15. The Caterer will, prior the commencement of the operation of contract, make available to MSDE the particular of all the employees who will be deployed at the MSDE's premises during the event. Such particular, inter alia, should include age/date of birth, permanent address; police verification report.
15. The Caterer shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act of NCT of Delhi Government, and fulfil all other statutory obligations, such as, Provident Fund, ESI, GST etc., in force from time to time. The Caterer will scrupulously follow all the statutory provisions regarding deployment of manpower.
16. In the event of violation of any contractual or statutory obligation by the Caterer, he/she shall be responsible and liable for the same. Further, in the

event of any action, claim, damages suit initiated against the MSDE by any individual, agency or government authority due to or arising from the acts of the Caterer, the Caterer shall be liable to make good/ compensate such claims or damages to the MSDE. As a result of the Caterer if the MSDE is required to pay and damages to any individual, agency or government authority, the Caterer would be required to reimburse such amount to the MSDE or the MSDE reserves the right to recover such amount from the payment(s) due to the Caterer while settling his/her bills or from the amount of Security Deposit of the Caterer lying with the MSDE.

17. The Caterer shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time with regards to the environment around cooking places, dining hall and surrounding etc.
18. The Caterer shall not appoint any sub-caterer to carry out his obligations under the Contract. Subcontracting will lead to immediate termination of the contract.
19. The MSDE reserve 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 Caterer immediately.
20. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipment provided by the MSDE are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the Caterer, failing which the same will be got done by MSDE at the caterer's risk and cost. In this regard, the decision of MSDE shall be final and binding on the Caterer.
21. All work shall be carried out with due regard to the convenience of MSDE. The orders of the concerned authority shall be strictly observed.
22. The Caterer shall install his electronic fly kill/ insect repellent equipment. Emergency lighting/ gas and fuel supply at his own cost.
23. Storing/ supply/ sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the MSDE campus. Any breach of such restrictions by the Caterer will attract deterrent action against the Caterer as per statutory norms.
24. The Caterer shall ensure that either he/ she or his/ her representative is available for proper administration and supervision at the works to the entire satisfaction of the MSDE.
25. In the event there is any query, objection delay or dispute with regard to any bill or a part thereof, the caterer shall not be entitled to any interest to be paid by the MSDE for late payment.
26. All payments and receipts would be rounded off. i.e., paise 50 or above will be rounded off to the nearest higher rupee and paise less than 50 shall be ignored.
27. MSDE reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by MSDE from Security Deposit or pending bill or by raising a separate claim. However, the agreement can be terminated by the Caterer

by giving three months' notice in advance. If the agency fails to give three months' notice in writing for termination of the agreement, then performance guarantee shall be forfeited.

28. If the MSDE is not satisfied with the quality of eatables served, services provided or behavior of the Caterer or his/ her employees. The Caterer will be served with 24 hours' notice to improve or rectify the defect(s), failing which the MSDE will be at liberty to take appropriate necessary steps as deemed fit.
29. Dispute, if any, arising out of the Contract, shall be settled as per Mediation Act 2023 or alternatively by legal recourse under jurisdiction of Delhi courts only.

Annexure-I

Technical Bid

S. No.	Particulars	Details	Proof Attached (Yes/ No)	Page No.
1.	Name of the Agency with full address, Telephone No., FAX and E-mail with the registration certificate (enclose copy)			
2.	Name of Director/ Proprietor/ authorized person with full Address, phone, FAX, E-mail			
3.	FSSAI registration and licenses No. (enclose copy)			
4.	ISO certificate			
5.	GSTIN (enclose copy)			
6.	Experience and performance certificate of at least last 03 years for satisfactory and successfully arranging outdoor or indoor catering services in central government department/ institutions/ PSUs of the Government/ reputed private establishment (i.e. having turnover of around 50 crore and above.)			
7.	Average annual turnover of Rs. 01 crore in last three financial years (2023-24, 2022-23, 2021-22) certified by a CAG empanelled CA.			
8.	Income tax return for the last three financial years (2023-24, 2022-23, 2021-22).			
9.	Manpower (at least one) holding certificate/ diploma/ degree in hotel management/ catering/ food and bevarages & allied services from recognized university/ institution with sufficient experience. Bidder will submit documents support viz. Appointment letter of the resources and qualification certificate.			
10.	Self-certified declaration to the effect that the bidder is not blacklisted in letter head of the agency as per Annexure VII.			
11.	Registration with statutory authorities such as Labour Welfare, ESI, EPF Department etc.			
12.	The list of the government and private sector offices/ organization/ institutions			

	(with complete postal address) served in the past and list of the Govt. and private sector offices/ organization/ institutions where presently providing catering service names, designation and phone number of the concern officer in the respective offices/ organization/ institutions.			
13.	Experience of handling catering event of minimum 300 persons at a time (at least once a year for past 3 years).			
14.	Declaration regarding acceptance of all terms and conditions towards services as mentioned in the tender document as per Annexure V.			

Note: These certificates should be self-attested wherever required.

(Signature of bidder/ authorized representative
with full name and address with agency seal)

Date:

Place:

Annexure-II

Financial Bid (To be submitted in BoQ.xls format as per requirement on CPP Portal)

S. No.	Particulars	Rates per person (INR) (excluding taxes)
1.	Tea (items as per menu in Annexure-III)	
2.	High Tea (items as per menu in Annexure-III)	
3.	Lunch/ Dinner (Veg) (items as per menu in Annexure-III)	
4.	Lunch/ Dinner (Non-Veg) (Veg. menu as per sl. 3 above plus one non-veg dish and non-veg. soup)	

Note: The rate shall be for minimum of 40 persons or more.

(Signature of bidder/ authorized representative
with full name and address with agency seal)

Date:

Place:

Annexure-III

S. No.	Buffet Type	Items
1.	Tea	<ul style="list-style-type: none"> i. Tea, Coffee & Juice/ Soft Drinks ii. Biscuits (salty and sweet of reputed brand) & Wafers iii. One snack like Paneer Pakoda/ Dhokla/ Veg. Spring Rolls/ Special Paneer Cutlet/ Chilly Paneer/ Sandwich etc. iv. Water bottle 200 mL
2.	High Tea	<p style="text-align: center;">SNACKS:</p> <ul style="list-style-type: none"> i. Veg. Sandwiches/Cheese Sandwich/Grill Sandwiches ii. Choice of snacks-Cutlets/Dhokla/Samosa/Veg. Rolls/Mixed Pakora/Veg. Cutlet/Corn Cheese Balls etc. iii. Choice of cookies/biscuits- Sweet & salted, wafers iv. Choice of nuts - Cashew/Almonds v. Choice of Indian Sweets vi. Pastry/ fruit cakes etc. <p style="text-align: center;">BEVERAGES:</p> <ul style="list-style-type: none"> vii. Green Tea, Lemon Tea, Tea, viii. Coffee ix. Juice/ Soft Drinks x. Water bottle 200 mL
3.	Lunch/ Dinner (Veg.)	<ul style="list-style-type: none"> i. One Soup ii. Assorted Breads - Stuffed Naan/ Butter Naan/ Tandoori Roti/ Missi Roti/ Tawa Roti/ Lachha Parantha etc. iii. Plain Rice / Jeera Rice/ Veg. Pulao/Fried Rice or dish of similar nature iv. Dal (Rajma/Chhole/Dal Makhani/ Yello dal/ Dal Handi/ Sambar) or dish of similar nature v. One Paneer dish (Shahi Paneer/Mutter Paneer/ Paneer lababdar/ Mutter Mashroom/ Kaju Mutter Makhani, etc) or dish of similar nature vi. One Seasonal vegetable/ baked vegetables or dish of similar nature vii. Raita (Boondi/fruit/pine-apple) or Dahi Bhalle with Saunth or dish of similar nature viii. Pickle & Papad. ix. Green Salad/ Corn Capsicum Two Sweets (Gulab Jamun / Ice-cream/ Rasmalai/ Rasgulla/ Imarti/Halwa/ Kheer/ Phirni) etc. or dish of similar nature x. Water bottle 200 mL
4.	Lunch/ Dinner (Non veg.)	The veg. menu shall remain as per sl. no. 3 above except item at sr. no. (v) and adding one non-veg. dish preferably fish/ chicken item) in place of this item.

Annexure-IV

DRAFT AGREEMENT

This agreement is made on _____ day of _____ Two thousand Twenty Four between Ministry of Skill Development and Entrepreneurship, Delhi, as one part, hereinafter called MSDE and M/s _____, having its registered office at

_____ hereinafter called the 'Caterer' for providing Catering services.

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

1. The Caterer shall be solely responsible for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI, insurance etc. relating to Catering Services personnel deployed in MSDE. MSDE shall have no liability in this regard.
2. The Caterer shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at MSDE. The MSDE shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. For premature termination of the agreement, one month notice from the MSDE's side and three months' notice from Caterer's side shall be required in writing.
5. In case of non-compliance with the contract, MSDE reserves its right to:
 - a. Cancel/revoke the contract; and/or
 - b. Impose penalty as per tender document.
6. Performance security of Rs. 2,00,000/- (Rupees Two Lakh only) in the form of bank guarantee submitted by the bidder at the time of signing of the agreement shall be refundable without interest after three months of termination/completion of contract.
7. The Caterer shall be fully responsible for timely monthly payment of wages and any other dues to their personnel deployed in MSDE.
8. The Catering Services personnel deployed by the Caterer will not claim to become the employees of MSDE and there will be no Employee and Employer relationship between the personnel engaged by the Caterer and in MSDE.
9. There would be no increase in rates payable to the Caterer during the contract period. The Agency agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
10. Decision of the MSDE in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Caterer.
11. Dispute, if any, arising out of the Contract, shall be settled as per Meditation

Act 2023 or alternatively by legal recourse under jurisdiction of Delhi courts only.

12. THIS AGREEMENT will take effect from _____ day of _____ Two thousand Twenty-Four and shall be valid for Two years.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Delhi in the presence of the witness:

For and on behalf of MSDE

Witness: 1.
2.

Caterer

Witness: 1.
2.

Annexure-V

**TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)**

Date:

To,

Under Secretary (GA)
Room No. 118, Kaushal Bhawan,
Ministry of Skill Development and Entrepreneurship
New Delhi - 110023

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the e-procure (CPPP) portal as per your advertisement, given in the above mentioned website(s).

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

3. The corrigendum(s) issued from time to time by your department/ organisations too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

ANNEXURE VI

(To be typed on Non-Judicial Stamp Paper of Rs.100/- and attested by Notary Public)*

INDEMNITY BOND

This Indemnity Bond is executed on this____ day of____, 20__ at New Delhi by M/s____, a Company/Partnership Firm/ Proprietorship Firm having its Registered/ Corporate Office at____represented through Mr./ Ms. _____ S/o, W/o, D/o_____its duly authorized representative (hereinafter referred to as the 'Caterer') in favour of Ministry of Skill Development and Entrepreneurship having its Office at Kaushal Bhawan, New Moti Bagh, Delhi - 110023 (hereinafter referred to as the 'MSDE').

WHEREAS, the Caterer engaged in the business of providing catering services, has entered into a Agreement with the MSDE for providing Catering Services to the MSDE w.e.f._____for a period of Two years, extendable by another one year with the consent of both the parties and subject to the approval of the Competent Authority.

And WHEREAS, the Caterer is under a legal obligation to comply with all the statutory requirements while providing catering services to the MSDE.

And WHEREAS, the Caterer is also under a legal obligation to ensure that neither any loss or damage is caused to the property of the MSDE nor any physical harm/ injury is caused to the employees/ workers of the MSDE, its guests or the participants etc. visiting the MSDE, as a result of the acts/ omissions of the employees/ workers of the Caterer.

NOW, THEREFORE, this Bond witnesses and it is agreed to and undertaken by the Caterer to keep the MSDE harmless against any claims or demands made against the MSDE as a result of its failure to comply with its statutory obligations and to indemnify the MSDE for any loss or damage caused to its property or any physical harm/ injury is caused to the workers/ employees of the MSDE, guests or the participants etc. visiting the MSDE, as a result of the acts/ omissions of the employees/ workers of the Caterer.

IN WITNESS WHEREOF, this Bond has been executed at New Delhi by the Caterer through its Authorized Representative in the presence of witnesses.

Witnesses:
Representative

Caterer, through Authorized

1. _____

2. _____

* To be submitted at the time of awarding of the Contract

Annexure-VII

Non-Blacklisting declaration
(To be given on Company Letter Head)

Date:

To,

Under Secretary (GA)
Room No. 118, Kaushal Bhawan,
Ministry of Skill Development and Entrepreneurship
New Delhi - 110023

Sub: Declaration for Non-Blacklisting

Tender Reference No: _____

Name of Tender / Work: - Caterers Services in Kaushal Bhawan

Dear Sir,

I/ We hereby declare that we are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

