





# **Bid Document**

Bid Details			
Bid End Date/Time	25-02-2022 18:00:00		
Bid Opening Date/Time	25-02-2022 18:30:00		
Bid Life Cycle (From Publish Date)	90 (Days)		
Bid Offer Validity (From End Date)	60 (Days)		
Ministry/State Name	Delhi		
Department Name	Training And Technical Education Department Delhi		
Organisation Name	N/a		
Office Name	Delhi Skill And Entrepreneurship University		
Item Category	Canteen Service - Best Price on Fixed Menu Rate Model - Vegetarian; Breakfast, Lunch, Dinner, Snacks, Beverages; Inside Building Premises (exclusive for employees/ patients, in house personnel)		
Contract Period	1 Year(s) 11 Month(s) 29 Day(s)		
Minimum Average Annual Turnover of the Bidder	20 Lakh (s)		
Years of Past Experience required	3 Year (s)		
Past Experience of Similar Services required	Yes		
MSE Exemption for Years Of Experience and Turnover	Yes		
Startup Exemption for Years Of Experience and Turnover	Yes		
SHG Exemption for Years of Experience and Turnover	No		
Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		
Bid to RA enabled	No		
RCM Applicable	Yes		
Time allowed for Technical Clarifications	2 Days		
during technical evaluation			
Estimated Bid Value	6018422.4		

# **EMD Detail**

Advisory Bank	Bank Of Baroda	
EMD Percentage(%)	2.00	
EMD Amount	120368	

#### ePBG Detail

Advisory Bank	Bank Of Baroda	
ePBG Percentage(%)	3.00	
Duration of ePBG required (Months).	26	

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

### **Beneficiary:**

Registrar

DELHI SKILL AND ENTREPRENEURSHIP UNIVERSITY, Training and Technical Education Department Delhi (Ashwani Kumar Kansal)

### **Splitting**

Bid splitting not applied.

- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- 6. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt

Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

### Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme) will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

### **Additional Qualification/Data Required**

Specifications of Food Consumables (Brand, specific mandi, supplier store, Vegetables, Cooking Essentials, Packaged foods, food ingredients, etc): 1644895828.pdf

Menu Items:1644895832.pdf

Canteen Service - Best Price On Fixed Menu Rate Model - Vegetarian; Breakfast, Lunch, Dinner, Snacks, Beverages; Inside Building Premises (exclusive For Employees/ Patients/ In House Personnel) ( 120 )

#### **Technical Specifications**

Specification	Values			
Core				
Type of Diet	Vegetarian			
Type of Meal	Breakfast , Lunch , Dinner , Snacks , Beverages			
Type of Canteen Space	Inside Building Premises (exclusive for employees/ patients/ in house personnel)			
Electricity Charges	To be provided by Service Provider			
Cooking Gas Charges	To be provided by Service Provider			
Water Charges	To be provided by Service Provider			
Basic Furniture	To be provided by Buyer			
Canteen's Operational Days in a week	7 days a week			
Cooking Equipments	To be provided by Service Provider			
Essential Crockery	To be provided by Service Provider			
Canteen Staff	To be provided by Service Provider			
Distribution/ Serving Style	From single point - (canteen establishment)			
Uniform for Canteen Staff	To be provided by Service Provider			
Display Shelf	Not Required			
Smart Vending Machines	Not Required			
Addon(s)				
Additional Details				

Specification	Values
Canteen Start Time	0630 Hrs
Canteen End Time	2230 Hrs

### Input Tax Credit(ITC) and Reverse Charge(RCM) Details

11	on	ITC on GST	RCM	GST as per	GST Cess 1 as	GST Cess 2 as	Optional
	ST	Cess	Applicable	RCM	per RCM	per RCM	RCM
N	IA	NA	Yes	18%	NA	NA	Yes

### **Additional Specification Documents**

### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer	Address	Total No of Employees/ Individuals/ Footfall to be served per day	Additional Requirement
1	Jatin Verma	110077,Delhi Skill and Entrepreneurship University, DSEU Dwarka Campus, Sector- 9 Dwarka Delhi-110077	120	<ul> <li>Total Canteen Space (In Sqft): 1400</li> <li>Monthly License Fee: 5000</li> <li>Duration in Months: 24</li> <li>Working Days in a Month: 30</li> </ul>

# **Buyer Added Bid Specific Terms and Conditions**

1. Provisions for workmen compensation, insurance, public liability, property damage, insurance etc. to be ensured by the contractor. Also, safety measures prescribed for working in Extra High Voltage & use of personnel protective equipment must be adhered to.

# 2. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

### 3. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

### 4. Generic

**Consortium:** In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

#### 5. Generic

Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).

# 6. Generic

**End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

### 7. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 8. Generic

#### **OPTIONAL SITE VISIT:**

- 1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. All cost shall be borne by Bidder and cannot be claimed from the Buyer.
- 2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.
- 3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

# 9. Generic

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

#### 10. Generic

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

### 11. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

### 12. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy

available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

### 13. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

# 14. Service & Support

The Service Provider is required to have at least 10 % of the required manpower on service provider's payroll for at least one year. Necessary documents relating to such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid.

### 15. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Years of Past Experience required: In addition of year of past experience required criteria at point 4, the experience of running messes in the university, college regulated by government bodies or school for high repute may be considered.

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# **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the <u>General Terms and Conditions</u>, conditons stipulated in Bid and <u>Service Level</u>
<u>Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in
General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will
over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to

undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

# ---Thank You---