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**GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI
OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI
KASHMERE GATE, DELHI-110006**

No.CEO/P&I/RENTING/2023-2024/

Date:

**Notice inviting tender for hiring of Catering services in the office of CEO HQ, for Delhi
Legislative Assembly Election - 2025.**

INSTRUCTIONS TO BIDDERS: -

1. GENERAL

Name of Work:- Providing Catering services / Refreshments in the office of CEO, HQ, for Delhi Legislative Assembly Election - 2025		Time
Estimated Cost	Rs. 35, 00 ,000.00	
Earnest Money (EMD) 5 %	Rs. 1,75,000.00	
Performance Security Deposit 5%	5 % of the Bid value	
Bid Document Download Start Date	As per GeM Schedule	As per GeM Schedule
Last Date & Time for receipt of Bid	As per GeM Schedule	As per GeM Schedule
Last Date & Time for receipt of Physical submission of EMD	3.00 PM on the day fixed for opening of Technical bid as per GeM Schedule.	As per GeM Schedule
Opening of Technical Bid	As per GeM Schedule	As per GeM Schedule
Opening of Price Bid	After finalization of Technical bid	

- 1.1 The online tender is being invited for providing Catering Services / refreshments in the office of CEO, HQ, for meetings/conferences etc., from the eligible and interested parties through GeM portal during DLAE-2025.

2. ELIGIBILITY CRITERIA

- 2.1. The firms must have GST registration in India.
- 2.2 The bidder should have prior experience in preparing, serving and making arrangement of Packed Food/ Buffet Meal/ high tea, refreshment, light refreshment etc. during the period of last three years.i.e Past three financial years ending March,

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2024 and the current financial year i.e from 1st April, 21 to till last date fixed for submission of Bid.

- 2.3 The firm must have completed one work (preparing, serving and making arrangement of Packed Food/ Buffet Meal/ high tea, refreshment, light refreshment etc.) costing not less than 80% of the estimated cost or two works (preparing, serving and making arrangement of Packed Food/ Buffet Meal/ high tea, refreshment, light refreshment etc.) costing not less than 50% of the estimated cost or three works (preparing, serving and making arrangement of Packed Food/ Buffet Meal/ high tea, refreshment, light refreshment etc.) costing not less than 40% of the estimated cost in last three year i.e. Past three financial years ending March, 2024 and current financial year i.e from 1st April, 21 to till last date fixed for submission of Bid, with Government / Semi Government/ Autonomous bodies/local bodies of Central / State/ UT governments. The prospective bidder must submit the copy of the **work order / CRAC generated on GeM portal** in respect of above said works from the department concerned.
- 2.4 The average annual turnover of the bidder for last three financial year. i.e. 2021-22, 2022-23 and 2023-24 should not be below than Rs. 25 lakhs. The bidder shall submit a **certificate from a registered Chartered Accountant (CA)** duly counter signed by the authorized signatory of the bidders in this regard.
- 2.5 The Bidder **should not have been Black listed or debarred** by any Central Govt. / State Govt./UT administrations /PSU/Autonomous Bodies in India due to poor performance at the time of submission of the bid.
- 2.6 The Technical Bid should consist of the following documents:-
- Self-attested copy of GST registration in India.
 - Self-attested copy of EMD or valid MSME / Start Up Exemption Certificate. (However, exemption shall be allowed only for the relevant category)
 - Self-Attested copy of the work orders / CRAC generated on GeM portal in support of experience criteria.
 - Self-attested copy of certificate from registered Chartered Accountant (CA) for average annual turnover of the bidder for last three financial year (2021-22, 2022-23 and 2023-24).
 - Undertaking on the letter head with effect that **individual / firm / company is not black listed / prosecuted by any Central / State Governments/UT administration/Statutory bodies/Autonomous organization/local bodies etc., or any court of law** and against any partner or share holder thereof directly or indirectly connection with or has any subsisting interest in business of firm / bidders.

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2.7 **The selection procedure for the bid:** The financial bid will be evaluated on the basis of total price quoted for the supply of all items together, excluding GST and bid will be awarded to the lowest bidder for all items taken together.

3. **Scope of work for hiring of Catering Services / Refreshment services**

- (i) The scope of work includes all catering services i.e. requirement of refreshment (tea /coffee and snacks), lunch and dinners, packed thali, packed refreshments etc. to be served during the trainings/meetings/media conferences held at CEO, HQ or any other place decided by the competent authority during DLAE-2025. The tentative quantity assessed is as under :-

S. No	Item of Work	Estimated qty.
1	Tea (100 ml)	60000
2	Coffee (100 ml)	20000
3	Sandwich/ Bread Pakora / Puff/ samosa (75 gram)	20000
4	Mini biscuit (sweet/Salt) 40-50 gram	10000
5.	Refreshment to be served during training / meetings etc., (to be served in disposal plates) Samosa or Sandwich or veg. Cutlet - any one Sweet (gulab jamun/Rashgula/Burfi) - any one Namkeen Mixture (MRP Rs.5.00) - any one Red Souce pouch -5ml - One Tea/coffee (100ml) - any one	5000
6	Hi- Tea / Refreshment to be served in buffet along with good quality melamine crockery and waiters etc, during Media briefing/ conferences / meetings etc., Paneer cutlet/paneer pakoda (75 gram) - Anyone, Dhokla/Khandvi (50 gram) - Anyone, Matar Samosa/Dall kachori (50gram) - Anyone, Fruit cake/Pastry (100 gram) - Any One. Sweet (Gulab jamun/ Rashgula (50 gram) - Anyone Two types of Assorted biscuits (25 gram each - Two nos. Juice (tetra pack 200ML) - Any one Tea / coffee(100ml) - Any one	1000
7	Veg. Meal (Lunch /Dinner) to be served in buffet along with good quality melamine crockery and waiters etc, during Media briefing/ conferences : Paneer Vegetable Mix. Vegetable Dal (100 gram)	1000

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	Matar Pulao / steam Rice Raita (fruit/ vegetable) Assorted breads Sweet (two types) Green Salad, Pickles, Papad Vegetable Soup	
8	Lunch Packed (with disposal packaging) Paneer Vegetable (100 gram) Dal (100 gram) Pulao/ steem Rice (100 gram) Raita (Fruit/ vegitable) (100 gram), Lacha paratha / Naan - two Sweet (any one), Green Salad, Pickles and Papad	3500
9	Purified Drinking water (20 lts Jar) Bisleri/ Aquafina, with dispenser as needed	2000
10	Purified Drinking water (500 ml bottle) Bisleri/Aquafina	3000
11	Purified Drinking water (250 ml bottle) Bisleri/Aquafina	30000

- (ii) The standard of catering services to be provided by the bidder shall be of excellent quality & the staff deployed during the catering must be well dressed and well versed in the serving. The bidder shall also make available complete services with regard to the above as per requirements/directives of the Deputy CEO (P&), Delhi-110006.
- (iii) The menu of the buffet lunch/dinner, Breakfast, Packed lunch, Refreshment, High Tea & Tea etc. as mentioned may be ordered at any time as per the directions received from Dy.CEO (P&I) or his/her authorized officer/official.
- (iv) The Service are to be served around 600 election staff to be posted during DLAE-25 approx. for the period 75 days. Approx quantity is tentative which may vary according to the requirements. However, payment will be made onbluy for the actual quantity used.

4. GENERAL TERMS & CONDITIONS :-

- i. The Bidder shall deposit Bid Security (Earnest Money Deposit) for an amount of **Rs.1,75,000/- (Rs. One lakh seventy five thousand Only)** in the form of an Account Payee DD/ Pay Order/ Fixed Deposit Receipt from a commercial bank, or Bank Guarantee in an acceptable form in favor of **“DDO, CEO, DELHI”**. The EMD shall be valid for 45 days beyond the bid validity period.(as per GeM Schedule).
- ii. **The EMD has to be submitted in physical form in the Office of Dy.CEO (P&I), CEO, Delhi-110006 on or before 3.00 PM on the day fixed for opening of technical bid (as per schedule of the bid.).** The bid security is to be obtained from

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the bidders except Micro & Small Enterprises (MSMEs) as defined in MSE procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry Department.

- iii. **The bid validity: 120 days from date of opening of the bid.**
- iv. Any Tender not accompanied by EMD / valid Exemption document shall be rejected.
- v. The EMDs of the unsuccessful bidders will be returned to them after the finalization of the tender.
- vi. The EMD shall be forfeited if the bidder withdraws his bid during the period of Tender validity.
- vii. The EMD shall be forfeited if the successful bidder refuses or neglects to execute the work within the time frame specified by the Department.
- viii. The rates quoted by the bidders, should be inclusive of all taxes /charges, material cost, labour cost, supply, cartridge /conveyance etc., but excluding GST.
- ix. The Price Bid should be submitted online by the bidder in GeM portal only.
- x. The rates quoted should be in Indian Rupees.
- xi. The lowest price quoted by the bidder will be considered on the basis of consolidated price for all the items taken together.
- xii. The authorized representatives of the Department will open the Pre-qualification/ Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.
- xiii. Conditional bids will be summarily rejected.
- xiv. Financial bids of only the technically qualified bidders will be opened for evaluation.
- xv. The successful bidder shall be required to furnish a '**Performance Security**' within seven days of receipt of 'Letter of Offer' for an amount of **5% of the bid value** in the form of an Account Payee DD/ Pay Order/ Fixed Deposit Receipt from a commercial bank, or Bank Guarantee in an acceptable form in favor of "**DDO, CEO, Delhi**". The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all obligations. In case the work order is extended further, the validity of Performance Security shall also be extended by the bidder accordingly.

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- xvi. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
- xvii. **Bids must be submitted on GeM portal** only and not later than the date and time stipulated. The Department may, at its discretion, extend the deadline for submission of bids.
- xviii. Chief Electoral Officer, Delhi is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.
- xix. Chief Electoral Officer, Delhi may terminate the work order if it is found that the agency is black listed on previous occasions by any of the Departments/Institutions/Local Bodies/Public Sector Undertakings, etc.
- xx. Notwithstanding anything to the contrary contained in the Tender document. Expressed or implied, the bidder shall remain at all times exclusively responsible to provide all materials, manpower and equipment that are needed to ensure that the work order obligations are fulfilled by the bidder to the satisfaction of the competent authorities.
- xxi. That the courts of Delhi/New Delhi shall have jurisdiction to entertain any application in respect of any proceeding under the work order, no other court of any other place shall have jurisdiction to entertain any such application or suit.
- xxii. That the bidder shall not under let, sublet, encumber, mortgage, assign or transfer their right and interest for sharing therein to any person directly or indirectly.
- xxiii. The approved rates of items will remain valid for a period of one year and further may be extended on same rate & term conditions on mutual consent of both parties.
- xxiv. Office of the Chief Electoral Officer, Delhi will not be responsible for salaries /wages, etc. payable by bidder to his/her employee/workers etc., However, the bidder shall ensure payment to its workman as per Minimum Wages Act.
- xxv. Legal disputes, if any; arises out of bid(s), shall be subject to the jurisdiction of the courts of Delhi only.
- xxvi. The Chief Electoral Officer, Delhi reserves the right to terminate the work order at any time if he/she is satisfied the bidder(s) has/have failed to fulfill the requisite

obligation as per the terms & conditions of the work order. The decision of the Chief Electoral Officer, Delhi in this regard shall be final and binding.

- xxvii. Work not done satisfactorily would be recorded and rejected for payment. Reasons for rejection would also be recorded.
- xxviii. Bids without EMD and required documents and submitted after the due date and time for the submission of bids will not be considered.
- xxix. The bidder will not be allowed/permitted to alter or modify the bids after the expiry of the time for the submission / receipt of bids.
- xxx. No transport /packing or any other charges will be paid for the items supplied under any circumstances.
- xxxi. No representation for enhancement of rates once accepted will be entertained.
- xxxii. The selected bidder should start supply the items within seven days of placing the supply order at the designated place in Delhi and thereafter as per the requirements received from Dy.CEO (P&I), Delhi.
- xxxiii. The items supplied should confirm the minimum specification as given in this tender. The evaluation shall be done on the basis of minimum specifications fulfillment and value quoted.
- xxxiv. No benefit shall be given for the higher specifications justifying the higher price.
- xxxv. The dispute if any between the bidder and CEO office will be settled at the concerned District and Session Court, Delhi and the work order/ tender will be interpreted under Indian laws.
- xxxvi. The bidder should not indulge or engage directly or indirectly in any corrupt, fraudulent, undesirable, restrictive practices and maintain probity in respect of this tender. If such practices come to the notice of CEO office in future, the bid submitted by the bidder will be rejected and such bidder will be black listed / debarred from participating the tenders floated by CEO Office for a period of five years. The bidder should submit the financial bid as per the format given in GeM portal only.
- xxxvii. Canvassing, whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection
- xxxviii. The bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by the CEO Office. Hence bidders are cautioned to

be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.

- xxxix. In case the L1 bidder fail to perform the work satisfactorily, the work shall be carried out through the next successful bidder or from the open market as the case may be, at the cost and risk of the L1 bidder.

5. Penalties:

- i. It will be the responsibility of the tender to ensure that the quality of food must be of the best quality.
- ii. Penalty shall be Rs.20000/- per day /per occasion, if the food items are not supplied in time / are of poor hygiene/ are of poor quality. Further no payment will be made for the said delayed supply / poor quality supply.
- iii. Penalty shall be Rs.10000/- per occasion in case, the weight of items supplied are not as per the terms and condition of the tender document.
- iv. CEO, Delhi reserve the right to black list the vendor on three repeated faults (as mentioned in (ii) and (iii) above.

6. Payments

- (i) No advance payment will be made. Payment will be made on monthly basis after submission of bill.
- (ii) Payment will be released by the CEO, Delhi based on the quantity supplied at the site, and the same has to be verified by the concerned officers appointed by the CEO, Delhi.
- (iii) It shall also be the responsibility of the bidder to submit the bill (in triplicate) along with challan duly verified by authorized person from department for payment.
- (iv) Payment will be made after deduction TDS/GST/Income Tax, as per rule.

7. Force Majeure

1. The successful Bidder shall not be liable for forfeiture of its Performance Bank Guarantee, Liquidated Damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the work order is the result of an event of Force Majeure.
2. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the Bidder's fault or negligence, and not foreseeable. Such events may include but are not restricted to, acts of Government in its

sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

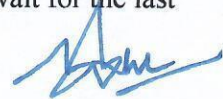
3. If a Force Majeure situation arises, the Bidder shall promptly notify the authorized representative of the CEO, Delhi, in writing of such condition and the cause thereof. Unless otherwise directed by the authorized representative of the CEO, Delhi, in writing, the Bidder shall continue to perform its obligations under the work order as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

8. **Arbitration:**

In the case of dispute or difference the same will be redressed through mutual discussion and good faith, failing which the same shall be referred to the sole arbitration of any person nominated by the Chief Electoral Officer, Delhi, Government of NCT of Delhi. The award of the arbitrator so appointed shall be binding on the parties.

9. **Note of caution for the Bidders:**

- (a) The prospective bidders are advised to obtain all necessary information or query which may influence or affect their tender / bid from Dy.CEO (P&I). All prospective bidders shall be deemed to have full knowledge of the supply whether he/she seek query or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a tenderer implies that he/she has read this notice and has made himself / herself aware of the scope and specification of the supply to be made.
- (b) The Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system / power failure at the Bidders end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment for submitting their bids

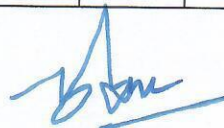


Dy. CEO (P&I)
Office of the CEO, Delhi

Format for Financial Bid (Price Breakup)

Note : The price break-up template must not be modified/replaced by the bidder. The format only for the purpose of information to the bidders. However, **Financial bid shall have to be submitted online only on the GeM Portal.**

Price break-up sheet				
S. No	Item of Work	Unit price (INR)	Total Quantity for 75 days	Amount (Unit x Quantity) (INR)
1	Tea (100 ml)		60000	
2	Coffee (100 ml)		20000	
3	Sandwich/ Bread Pakora / Puff/ samosa (75 gram)		20000	
4	Mini biscuit (sweet/Salt) 40-50 gram		10000	
5.	Refreshment to be served during training / meetings etc., (to be served in disposal plates) Samosa or Sandwich or veg. Cutlet - any one Sweet (gulab jamun/Rashgula/Burfi) - any one Namkeen Mixture (MRP Rs.5.00) - any one Red Souce pouch -5ml - One Tea/coffee (100ml) - any one		5000	
6	Hi- Tea / Refreshment to be served in buffet along with good quality melamine crockery and waiters etc, during Media briefing/ conferences / meetings etc., Paneer cutlet/paneer pakoda (75 gram) - Anyone, Dhokla/Khandvi (50 gram) - Anyone, Matar Samosa/Dall kachori (50gram) - Anyone, Fruit cake/Pastry (100 gram) - Any One. Sweet (Gulab jamun/ Rashgula (50 gram) - Anyone Two types of Assorted biscuits (25 gram each - Two nos. Juice (tetra pack 200ML) - Any one Tea / coffee(100ml) - Any one		1000	
7	Veg. Meal (Lunch /Dinner) to be served in buffet		1000	



	along with good quality melamine crockery and waiters etc, during Media briefing/ conferences : Paneer Vegetable Mix. Vegetable Dal (100 gram) Matar Pulao / steam Rice Raita (fruit/ vegetable) Assorted breads Sweet (two types) Green Salad, Pickles, Papad Vegetable Soup			
8	Lunch Packed (with disposal packaging) Paneer Vegetable (100 gram) Dal (100 gram) Pulao / steem Rice (100 gram) Raita (Fruit/ vegitable) (100 gram), Lacha paratha / Naan - two Sweet (any one), Green Salad, Pickles and Papad		3500	
9	Purified Drinking water (20 lts Jar) Bisleri/ Aquafina, with dispenser as needed		2000	
10	Purified Drinking water (500 ml bottle) Bisleri /Aquafina		3000	
11	Purified Drinking water (250 ml bottle) Bisleri /Aquafina		30000	
12	Total amount including taxes but excluding GST in Rs. (Total 1 to 11)			
13	Total amount of applicable GST			
14	Total amount (12+13))			

Note:

1. The lowest bidder will be determined on the basis of consolidated price for all above items taken together, excluding GST.
2. The rates should be inclusive of all taxes/charges such as fuel cost, wages, labour charges, material cost, transportation, packaging etc., but excluding GST.
3. In case of difference in amount quoted by words and figures, rate quoted in WORDS will be taken as final.
4. Any deviation from the above bid format, will lead to rejection of the bids altogether.

