

<b>ADDENDUM No.1</b>				
<b>( SUMMARY SHEET)</b>				
<b>Modifications to Tender Documents</b>				
<b>S. No.</b>	<b>Tender Document</b>	<b>Clause No. /Page No.</b>	<b>Addendum/ Corrigendum</b>	<b>Remarks</b>
1	NIT	Clause 1.1.2.(d)	Key date modified	
2	NIT	Clause 1.1.2.(h), (i) & (j)	Key date modified	
<b>ADDENDUM No.2</b>				
<b>( SUMMARY SHEET)</b>				
<b>Modifications to Tender Documents</b>				
<b>S. No.</b>	<b>Tender Document</b>	<b>Clause No. /Page No.</b>	<b>Addendum/ Corrigendum</b>	<b>Remarks</b>
1	NIT	Clause 1.1.2.(d)	Key date modified	Page 2 & 3 replaced by 2R & 3R
2	NIT	Clause 1.1.2.(h),(i) & (j)	Key date modified	
3.	NIT	Clause 1.1.3.2 B	Minimum Eligibility Criteria Modified	Page 12 replaced by 12R
4.	BOQ	Row 5 of item rate BOQ	Row Deleted	-
5.	BOQ	Point No.11 of instructions for filling up BOQ.	Clause modified.	-
6.	Pre-Bid Clarifications			Pre-Bid clarifications has been added along with the Addendum-2
<b>ADDENDUM No.3</b>				
<b>( SUMMARY SHEET)</b>				
<b>Modifications to Tender Documents</b>				
<b>S. No.</b>	<b>Tender Document</b>	<b>Clause No. /Page No.</b>	<b>Addendum/ Corrigendum</b>	<b>Remarks</b>
1	NIT	Clause 1.1.2.(d)	Key date modified	Page 2R & 3R replaced by 2R1 & 3R1
2	NIT	Clause 1.1.2.(h), (i) & (j)	Key date modified	

## NOTICE INVITING TENDER (NIT)

### 1.1 GENERAL

- 1.1.1** Delhi Metro Rail Corporation (DMRC) Ltd. invites online open e-tenders from eligible applicants, who fulfill qualification criteria as stipulated in Clause 1.1.3 of NIT, for the work Contract **RSWC/SPD-183: “Rendering canteen service for DMRC staff at all Depots, Crew Control Centre and Shastri Park Staff Hostel under Operation & Maintenance wing within Delhi & NCR Region”**

The brief scope of the work and site information is provided in Clause A1 of ITT/ITB)

### 1.1.2 KEY DETAILS:

a.	<b>Approximate Cost of work</b>	Rs. 11.21 Crore Average Annual value = Rs. 3.74 Crore (Inclusive 5% GST)
b.	<b>Tender Security Amount* (Earnest Money Deposit)</b>	Deleted
c.	<b>Completion period of work</b>	LOA will be given for three years. However, performance of contractor will be evaluated (as per clause no. 9.4 of STC/SCC for continuation of the contract for one year at a time
d.	<b>Tender Document available for sale</b>	From 26.07.2021 to <del>24.08.2021</del> <del>31.08.2021</del> <del>15.09.2021</del> <b>22.09.2021</b> up to 15:00 hrs on GeM website (gem.gov.in) Tender document can only be obtained online after registration of tenderer/ Bidder on the website gem.gov.in. For further information in this regard bidders are advised to contact on 0120-4200462, 0120-4001002/5, 0120-6277787 or 011-23417910/12
e.	<b>Cost of Tender Documents* (Non-Refundable)</b>	Deleted
f.	<b>Last date of Seeking Clarification (Through Video Conferencing)</b>	05.08.2021 up to 17:00 hrs. Bidders to note that seeking clarification on the tender shall be done by sending it either on registered official email id of DMRC i.e. gmcontracts@dmrc.org or on e-tendering portal only. Seeking clarification by fax or post will not be considered. Queries/clarifications from bidders after due date shall not be acknowledged.
g.	<b>Pre-bid Meeting</b>	06.08.2021 at 11:00 hrs The pre-bid meeting shall be conducted through video

		<p>conferencing by software apps such as webex etc. All prospective bidders shall have to provide the details of the person(s) (maximum up to two) who will be participating in such virtual meeting at least one day before the meeting (latest by 11:00 hrs on ..... to the registered official email of DMRC i.e.gmcontracts@dmrc.org so that links having details such as software, meeting ID, password etc. can be mailed to these persons at least 12 hours before the scheduled virtual pre-bid meeting.</p>
<b>h.</b>	<b>Last date of issuing amendment, if any</b>	<del>16.08.2021 23.08.2021 03.09.2021</del> <b><u>15.09.2021</u></b>
<b>i.</b>	<b>Date and time of submission of Tender online</b>	Tender submission start date: ..... from ..... Hrs. Tender submission end date: <del>24.08.2021, 31.08.2021 15.09.2021</del> <b><u>22.09.2021</u></b> upto 15:00 Hrs.
<b>j.</b>	<b>Date &amp; Time of opening of Tender (Technical Bid online)</b>	<del>25.08.2021 04.09.2021 15.09.2021</del> <b><u>22.09.2021</u></b> at <b><u>15:30 Hrs.</u></b>
<b>k.</b>	<b>Authority and place for seeking clarifications on tender documents and pre bid meeting</b>	Sr. GM/Contract Delhi Metro Rail Corporation Ltd. 5th Floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110001 Tel : 011-23415838 Email: gmcontracts@dmrc.org
<b>l.</b>	<b>Date &amp; time of opening of Price Bid</b>	It will be informed later on after the evaluation of technical bid (Only to the bidders who will successfully qualify the technical bid) on gem.gov.in
<b>m.</b>	<b>Stipulated date of commencement of work</b>	Date given in Letter of Acceptance or Employer's Notice to Proceed
<b>n.</b>	<b>Type of Tender</b>	Open Tender Two Bid System (Technical & Financial)
<b>o.</b>	<b>Tender Validity</b>	60 Days from the last date of submission of tender (as per clause C17 of ITT/ITB)
<b>p.</b>	<b>Security Deposit/ Performance Security</b>	3% of annual accepted value of work (LOA). (As per Clause no. F5 of ITT/ITB)
<b>q.</b>	<b>Validity of Performance Bank Guarantee/Security</b>	6 (Six) months beyond the expiry of the Contract Period (as per Clause no. F5 of ITT/ITB)

### 1.1.3 PRE-QUALIFICATION CRITERIA

- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

**"Agent** "is a person employed to do any act for another, or to represent another in dealings with third persons.

**Certificate of Compliance:**

An undertaking shall be taken from bidders as per **Appendix-33 of FOT**, certifying that the bidders fulfil all the requirements contained in the aforesaid clause

**1.1.3.2 Minimum Eligibility Criteria**

**A. Work Experience: (Based on average annual value of work)**

The Tenderers will be qualified only if they have successfully completed work(s)\*\*\*, completion date(s) of which falling during last 7 years ending last day of the month previous to the month of tender submission as given below: (tenderer shall upload Appendix-17 of FOT).

- (i) At least one "similar work" \*\* of value of Rs. 2.99 crores or more.  
OR
- (ii) Two "similar works" \*\* each of value of Rs. 1.87 crores or more.  
OR
- (iii) Three "similar works" \*\* each of value of Rs. 1.50 crores or more.

**\*\* "Similar work" for this contract shall be "Running of the Canteens/ Mess/ Catering Services in Govt. Organisations / Public Sector Undertakings / Multi Specialty Hospitals/ Multi National Companies/ Reputed Institutions/ Reputed Private Limited Companies".**

**BAA.** Tenderer must have the experience of operating the canteens / Mess/ Catering Services at minimum ~~10~~ **7** different locations simultaneously at least for ~~three~~ **one** years continuously during last ~~7~~ **5** years ending last day of the month previous to the month of tender submission.

**Notes:**

- The tenderer shall upload details of work executed by them in the prescribed format as per Appendix-17 of FOT for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from the client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be uploaded. In case work is executed for private client documentary proof such as copy of work order, Bill of quantities, Bill wise details of payment received certified by CA, TDS certificates for all the payments received,



**Contract: RSWC/SPD-183:Rendering Canteen Service for DMRC Staff at all Depots, Crew Control Centers and Shastri Park Staff Hostel Under Operation & Maintenance Wing Within Delhi & NCR Region**

1.01	<p>Lunch (Thali):Contain the following Items:            1. Roti / Chapatti /Poori (4 Nos)- 150gm.            2. Rice (Basmati)-150gm.            3. Dal -150gm            4. Seasonal Vegetable -150gm            5. Raita / Curd (one item)-90gm            6. Salad- 100gms            7. Pickle - 1No.            8. Papad - 1No.            Note:            1. Contractor shall change the variety of Dal (Use different Dal varieties i.e. Arhar, Moong, Malka, Urad, Rajma, KabliChannaetc ), vegetable (Seasonal) &amp; Rice (Jeera rice/ Veg Biryani/Pulaoetc) on daily basis.            2. There may be slight change in the vegetables, depending upon availability of raw vegetable in market.            3. Contractor will supply Raita / Curd in alternate day basis in accordance to demand of the employees.</p>	No.	1315200.00	85.21367 8	<b>85.2137</b>	85.21	INR Eighty Five and Paise Twenty One Only	<b>112068192.00</b>	INR Eleven Crore Twenty Lakh Sixty Eight Thousand One Hundred & Ninety Two Only
------	---	-----	------------	---------------	----------------	-------	---	---------------------	---

**Contract: RSWC/SPD-183:Rendering Canteen Service for DMRC Staff at all Depots, Crew Control Centers and Shastri Park Staff Hostel Under Operation & Maintenance Wing Within Delhi & NCR Region**

---

INSTRUCTIONS FOR FILLING UP BOQ

Following conditions are applicable for financial bid ( Price Bid) of Contract No. : RSWC/SPD-183: Rendering Canteen Service for DMRC Staff at all Depots, Crew Control Centers and Shastri Park Staff Hostel Under Operation & Maintenance Wing Within Delhi & NCR Region

1	This Bill of Quantities shall be read in conjunction with the Pre Qualification Criteria, Instructions to Bidders/tenderers. General Conditions of Contract/ Service Level Agreement, Special Terms and Conditions of Contract/ SCC, Employer's requirement /Scope of work etc.
2	The rates and prices tendered in the priced bill of quantities are for complete work and complete in all respects. It will be deemed to include all Man power. Cosumables, tools, transportation, uniform, all taxes etc. (including GST) , all maintenance, contractor's profit and establishment/ over heads, all risks & insurance liabilities, compliance of labour laws and other obligations set out or implied in the contract.
3	Errors will be corrected by the employer for any arithmetic errors in computation or summation as indicated in relevant clause of instructions to Bidders/tenderers.
4	The duty hours of the manpower deployed by the contractor shall be a maximum of 8 hours per day (excluding rest/ break) . If the duty time exceeds 8 hours per day (excluding rest/ break), overtime charges shall be paid by the contractor to the concerned manpower as per applicable Rules in Contract Labour (Regulation & Abolition) Act, 1970 without any liability on the part of DMRC.
5	Only revision in minimum wages as notified by the Government of NCT of Delhi or the Central Government, whichever is higher, from time to time will be compensated As per clause 5.2 of 'Special Terms and Condition of Contract/ Special Conditions of Contract'.
6	Income Tax/TDS and other statutory deductions as applicable will be deducted from every monthly bill by DMRC.
7	During the currency of the contract, the successful tenderer shall be required to procure necessary insurance policies as stipulated in Terms & Conditions of the Contract.
8	Obligation/Compliance to be ensured by contractor as per APPENDIX- 26 of "Form of Tenderer".
9	The Financial Proposal (as per BOQ) shall be uploaded online on the GeM website (gem.gov.in) .The rates shall not be offered/quoted elsewhere in the technical submission/ tender submission.
10	The Rates to be quoted by Bidders shall be filled in figures only. In case of quoted rates having decimal places, only first two digits after decimal will be considered, without any rounding off for third and more digits. In case of quoted rates for Breakfast/ snack items having decimal places, Only complete digit will be considered, without any decimal digits.

---

11

~~If a bidders quotes less than Rs. 81.42 for Item No. 1.01 , then his Financial Bid shall be treated as non-responsive and will not be considered.~~  
**Per Unit Lunch Cost will be calculated as : Total Amount filled in offer price field / No. of Total Lunches (1315200), If bidder quotes this amount less than 81.42 Rs. ( i.e. if Bidder quotes the total amount below Rs. 107083584.00 Including GST), then his Financial Bid shall be treated as nonresponsive and will not be considered.**

**Contract: RSWC/SPD-183:Rendering Canteen Service for DMRC Staff at all Depots, Crew Control Centers and Shastri Park Staff Hostel Under Operation & Maintenance Wing Within Delhi & NCR Region**

PRE BID REPLIES						
S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	DMRC Reply
<b>1.0 - BIDDER A</b>						
1	NIT	1.1.3.2 B	Minimum Eligibility Criteria	Tenderer must have the experience of operating the canteens / Mess/ Catering Services at minimum 10 different locations simultaneously at least for three years continuously during last 7 years ending last day of the month previous to the month of tender submission.	1.1.3.2 B It seems that this clause is inserted to support of favor any particular entity. As running 10 catering contract simultaneously for 3 years is very rare in the catering industry. In addition to this mainlygovt, PSU contracts are of 1 year for example contract of Reserve Bank of India, Airport Authority of India, Center for Development of telematics etc. We request to kindly delete this clause enabling eligible bidders to participate and have fair competition rather that single bidder.	Please refer the addendum no-2
<b>2.0 - BIDDER B</b>						
1	Scope of work	9. XXVII	Labour Law & Obligation of Contractor	Bonus as per payment of Bonus (Amendment) Act 2015 made by the contractor within 8 months of the closing of accounting year for canteen staff/ supervisor/ manager/Team leader shall be reimbursed to the contractor only after submission of proof of that it has been credited to their accounts. This shall be reimbursed to agency on submission of Form-D/Annexure-15 of 'Instruction to Tenderer' and proof of service of staff including proof of proper payment of bonus, regular EPF contribution and ESI etc. The Bonus shall be credited to employee's accounts.	Tender Point Says Bonus Paid But not any point Bonus Reimbursement so please Consider Bonus Reimbursement Point	Kindly Refer point XXVII of Clause No. 9 (Labour Law & Obligation of Contractor) of Scope of Work

**Contract: RSWC/SPD-183:Rendering Canteen Service for DMRC Staff at all Depots, Crew Control Centers and Shastri Park Staff Hostel Under Operation & Maintenance Wing Within Delhi & NCR Region**

2	Scope of work	1.5.23	Scope of Work	The contractor shall be required to provide catering services in each canteen premises on each day from Monday to Sunday at timings as may be intimated in advance from time to time as per requirement of DMRC	Tender Point Says to Canteen Open Monday to Sunday but Running Canteen Experience Not Minimum Lunch in Sunday so that please Change Sunday Labour Compliance.	Please follow the tender condition
<b>3.0 BIDDER C</b>						
1	Scope of work	1.3 & 1.4	Scope of Work	This contract is for the fourteen DMRC depot canteens, Crew control centers and Shastri Park staff hostel under Operation & Maintenance wing within Delhi & NCR region. The quantity of canteens may vary as per requirements of DMRC. All Crew Control Centers packed lunch/ snacks are to be provided on demand basis	A site visit where to supply food	Kindly refer point 1.3 and 1.4 of Scope of Work
2	Scope of work	1.3	Scope of Work	This contract is for the fourteen DMRC depot canteens, Crew control centers and Shastri Park staff hostel under Operation & Maintenance wing within Delhi & NCR region. The quantity of canteens may vary as per requirements of DMRC.	Where food will be prepared	In each Canteen of respective depot as defined in point no. 1.3 of Scope of Work
3	Scope of work	1.3	Scope of Work	All Crew Control Centers packed lunch/ snacks are to be provided on demand basis	Food will be prepared at one point or multiple points	In each Canteen of respective depot as defined in point no. 1.3 of Scope of Work
4	Scope of work	1.5.1	Scope of Work	Contractor shall maintain the canteen and pantries in clean and hygienic conditions. Contractor is required to meet the day to day requirements of the DMRC Employee, like breakfast, lunch, snacks etc. and should have catering arrangements on requirement basis.	Will you require breakfast and dinner also	Kindly refer Scope of Work
5	Scope of work	9.0	LABOUR LAW & OBLIGATION OF CONTRACTOR	Contractor has to pay Minimum Rates of wages in respect of that category of worker during the entire period of contract applicable time to time by 7th of every month. The minimum rates of wages which is higher whether it is notified by State Government or Central Government will be the minimum rates of wages in respect of that category of worker.	Staff (declare in tender documents) salary will be paid by whom	Kindly refer point No. 9 of Scope of Work

**Contract: RSWC/SPD-183:Rendering Canteen Service for DMRC Staff at all Depots, Crew Control Centers and Shastri Park Staff Hostel Under Operation & Maintenance Wing Within Delhi & NCR Region**

6	Scope of work	3.0	EMPLOYER'S ASSISTANCE	The Employer shall provide following facilities and / or equipment free of charge to the Contractor for the sole purpose of providing canteen services	About kitchen equipment	Kindly refer point no. 3.0 of Scope of Work
7	Scope of work	1.4	Scope of Work	All Crew Control Centers packed lunch/ snacks are to be provided on demand basis.	Food will be packed for every person separately or in bulk	Kindly refer point 1.4 of Scope of Work
8	Scope of work	1.3 & 1.4	Scope of Work	This contract is for the fourteen DMRC depot canteens, Crew control centers and Shastri Park staff hostel under Operation & Maintenance wing within Delhi & NCR region. The quantity of canteens may vary as per requirements of DMRC. All Crew Control Centers packed lunch/ snacks are to be provided on demand basis	Packing will be disposable or in lunch box	Suitable packing as per requirement
9	SCC	1.2	ELECTRICITY, WATER AND GAS	(i) ELECTRICITY: Electricity, supply(except cooking food/snacks items) will be provided by DMRC free of cost (ii) WATER: Water (drinking and for washing) will be provided by DMRC free of cost. (iii) GAS: Cooking gas connection (industrial connection) will be provided by DMRC. Contractors shall be responsible for making his own arrangements at his own cost to obtain supply of gas for preparing the foods in each canteen. Bill of gas will be paid by the contractor.	Electricity, water charges and housekeeping will be provided by Metro.	Kindly refer Clause No. 1.2 of Special Conditions of contract for Electricity, Water and Gas. Housekeeping of canteen will be the part of DMRC except kitchen. However it shall be the responsibility of contractor to maintain the canteen clean. Kindly refer point no. d of 4.0 of Scope of Work.