Sealed tenders (Two bid system) are invited from agencies/firms/companies possessing requisite license and having not less than three years’ experience in catering service for running FSSAI Staff Canteen in the Campus of the FDA Bhawan, Kotla Road, New Delhi for an initial period of ONE YEAR. Earnest Money Deposit (EMD): Rs. 10,000/-. Sale of tender from: 20-05-2016 to 15-6-2016. Tender Fee: Rs.100/-. Date of submission of tender on or before 17-06-2016 up to 1200 Hrs and opening on 17-06-2016 at 1500 Hrs. For details regarding eligibility and other conditions of tender document, please log on FSSAI website - “www.fssai.gov.in”.

Date: 16-05-2016.

Sd/-
Head (PCC&GA)
Food Safety and Standard Authority of India, New Delhi
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA
4TH FLOOR, FDA BHAWAN, KOTLA ROAD,
NEW DELHI-110002.

TENDER NOTICE

(Contract for running Staff Canteen)

No. 08-02/GA/2015/FSSAI

Sealed tenders are invited from persons / agencies possessing requisite license and having minimum of one-year experience in catering service for running FSSAI Staff Canteen in the Campus of the FDA Bhawan, Kotla Road, New Delhi for a period of ONE YEAR which may extendable up to further 02 (Two) more years’ subject to satisfactory service of the selected vendor.

The tender documents containing the nature of work, terms & condition of the contract is available on the FSSAI website. The duly filled in Tender Document with relevant supporting documents may be submitted on or before 17th June, 2016 by 1200 Hrs in the office of Head (PC&GA), FSSAI, FDA Bhawan, Kotla Road, New Delhi 110002 along with separate Demand Draft/Pay order for Rs. 10,000/- (Rupees Ten Thousands only) (Non-bearing interest) as Earnest Money. Demand Draft/Pay Order should be in favour of Senior Accounts Officer, FSSAI payable at New Delhi.

Tender document (non-transferable) containing detailed specifications, terms & conditions and Pre-qualification criteria etc. can be obtained from GA Division on payment of cost of tender Rs. 100/- (non-refundable) in the form of Demand Draft / Pay order drawn on any Nationalized or an authorized Private Bank in favour of Senior Accounts Officer, FSSAI, New Delhi. Alternatively, the tender document can be downloaded from FSSAI website: www.fssai.gov.in. with the payment towards cost of the tender and submission of bid as mentioned above.

Address of communication: Head (PC&GA), Food Safety and Standards Authority of India, 4th Floor, FDA Bhawan, Kotla Road, New Delhi. -110002

Head (PC&GA)

FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA
A) CANTEEN PREMISES:

The premises of FSSAI Canteen are on the ground floor of FSSAI Campus building situated at FDA Bhawan, Kotla Road, New Delhi-110002.

(B) General Information about the tender:

(i) Tender reference No. 08-02/GA/2015/FSSAI dated 16-05-2016.

(ii) Bids should be in English language only.

(iii) Last date and time for receipt of tenders: 17-06-2016 by 1200 Hrs.

(iv) Place of opening of tender: Conference Hall, 3rd Floor, FDA Bhawan, New Delhi.

(v) Date & Time of opening of tender: 17-06-2016 at 1500 Hrs by a Committee in the presence of bidders’ authorized representatives, who wish to remain present.

(vi) No responsibility will be taken for postal delay or non-delivery / non-receipt of tender documents.

(vii) Tenders will be on a two bids system. Sealed quotations containing both “Technical bid” and “Price Bid” should reach Head (PC&GA), Food Safety and Standards Authority of India, Ministry of Health & Family Welfare, Government of India, FDA Bhawan, Kotla Road, New Delhi - 110002.

(viii) The technical bid should firmly indicate acceptance of all terms and condition expressed in this tender document and the Standard Conditions of Contract (SCoC) and no such additional terms & conditions from the bidders will be accepted in a later stage.

(x) In the format Price Bid (Part – II) is required to quote unit rate of item. The date of opening of Commercial bid will be intimated only on finalization of technically acceptable offers.

(xi) No additional freight or any other charges etc. would be payable.

(xii) The bidder shall charge the competitive rates for branded items of snacks / cold drinks, juice, biscuits etc. in any case within the MRP printed on the item.
(C) Sealing and Marking of Bids:

i) Envelope – I:

EMD and Tender fee should be sealed in a separate envelop (Envelope - I) duly super scribed as “EMD” and “Tender fee” for Tender No. 08-02/GA/2015-FSSAI.

ii) Envelope –II:

The ‘Technical bid’ should be sealed in a separate envelope (Envelope - II), duly super – scribed as “Technical bid’ for Tender No. 08-02/GA/2015-FSSAI.

iii) Envelope – III:

The ‘Price bid’ should be sealed in a separate envelope (Envelope - III), duly super - scribed as ‘Financial bid’ for Tender No. 08-02/GA/2015-FSSAI.

iv) Envelope – IV

These THREE separate sealed envelopes are to be put in a bigger (Envelope-IV), which should also be sealed and addressed to Head (PC&GA), Food Safety and Standards Authority of India, Ministry of Health & Family Welfare, Government of India, FDA Bhawan, Kotla Road, New Delhi -110002.

(D) Technical Bid

Technical Bid (Part-1) consists of all technical details along with commercial terms and conditions. This bid also covers minimum eligibility criteria and required documents mentioned below. Documents should be on the letter head of the Bidder.

Eligibility Criteria for Technical Bid:

(i) Tender fees: Cost of tender fee is Rs. 100/- (non-refundable) in the form of Demand Draft / Pay order drawn on any Nationalized Bank in favour of Senior Accounts Officer, FSSAI, payable at New Delhi 110002.

(ii) Earnest Money Deposit (EMD)/Bid Security: Earnest Money Deposit is Rs. 10,000/- (Rupees Ten Thousands Only) (non-bearing interest). The EMD shall be paid in the form of demand draft/banker’s cheque issued by a nationalized bank/Scheduled Commercial Bank in favour of Sr. Accounts Officer, FSSAI payable at New Delhi.

(iii) Firm’s Registration: Bidder must be registered with any State / Central Government for sales and service tax/ VAT / LST / TIN / PAN purposes.
(iv) Annual Turn Over: The Annual Turnover of the firm for the last 5 years (a) 2010-11, (b) 2011-12 (c) 2012-2013 (d) 2013-2014 (f) 2014-2015 should not be less than Rs. 15 lakhs p.a.

(E) Price Bid

(i) Price bid should quote Unit rate of description of goods (in quantity) in the format enclosed, figures in Indian rupees (in words also). Incomplete bids will summarily be rejected.

(ii) Rates quoted shall be inclusive of all statutory duties and taxes (including excise and customs) VAT etc. Price quoted shall be firm and any variation in rates, prices or terms during the validity of the offer may lead to forfeiture of the EMD.

Documents

Bid documents may be submitted in a Firm's letter head Covering letter containing the following documents:-

1. Annexure-1 : Check List of Eligibility Criteria,
2. Annexure -2 : Bid Proposal Sheet,
3. Annexure-3 : Bidders Statement ,
4. Annexure-4 : EMD deposit/ Bid Security Form
5. Annexure 5 : Price Bid
6. Annexure-6 : Performance Security(Bank Guarantee)
7. Annexure – 7 : List of Menu
8. Annexure-8 : Application for Contract for running FSSAI Canteen

(F) EVALUATION CRITERIA:

The following are to be submitted with technical bid-

(i) Caterer should be in the field of Catering / Hotel business and should provide evidence of having run a Hotel/Restaurant or canteen in Public Sector Undertaking / Government establishment or a reputed private establishment for the past at least 05 years. Proof of the satisfactory performance from the previous employer is to be provided, along with the service provided or related supportive document in case of Hotel/Restaurant running business.

(ii) FSSAI reserves the right to accept or reject any tender or all tenders without assigning any reasons whatsoever.

(iii) Disclosure of price details in technical bid will render the quotation invalid.

(iv) No error, overwriting / correction shall be permissible unless attested under the signature of the bidder with date and seal.

(v) Bid received without EMD will be summarily rejected. EMD will be refunded to the firms within 30 days whose bids do not qualify by the Technical-cum-Financial Evaluation Committee (TFEC). EMD in case of successful bidder it would be adjusted against Security Deposit/refunded on receipt of Performance Security
for Rs.50,000/- to be submitted to FSSAI within 30 days from the date of award of Contract.
(vi) Caterer shall have a team of sufficient experienced Cooks, Bearers and Supervisor to ensure best quality of Food/ eatables, service and shall furnish the details in support this claim.
(vii) Caterer must be in possession of valid labour license and ESI. No child should be employed by the bidder.
(viii) Qualification of tenderer will be based on proof of past experience, financial capability, resource availability, which should form the technical offer of the firm would be qualified by the Technical Evaluation Committee (TEC). The commercial offers of the technically qualified firms only will be opened and the lowest quoted rate in respect of the bidder would be successful bidder, provided the committee recommends and will be qualified to enter in to a contract for the running of the canteen.

(G) Criteria for Evaluation of Bids

(1). Technical Bids: Technical Bid of only those tenderer shall be evaluated, who submit the cost of tender document as well as Earnest Money as mentioned in the tender document.

(a) Financial strength i.e. Average Annual Turnover for the last five years (Supporting documents should be attached).

(b) Experience in similar works (Supporting documents should be attached)

(c) Performance reported by earlier organization where tenderer has executed similar works in last two years (Supporting documents should be attached duly certified by the competent person).

(d) Adherence to various statutory provisions viz. Labour Laws viz. ESIC, EPF, VAT/ Sales Tax, Service Tax (each for last three financial years).

(e) Caterer shall have a team of sufficient experienced Cooks, Bearers and Supervisor to ensure best quality of Food eatables, service and shall furnish the details in support this claim.

(f) Disclosure of price details in technical bid will render the bid invalid.

(2). Financial Bid: The Financial Bid of only those tenderer, who qualify in the technical criteria and shall be opened and evaluated.

The financial bid shall be the sole criteria for award of the contract to such bidder, who has been declared technically qualified.
(H) **PERIOD OF VALIDITY OF BIDS:**

Bid shall remain valid for 120 days after date of opening of bids.

(I) **Award of Contract:**

(i) FSSAI will award the contract to the tenderer whose tender has been determined to be substantially responsive.

(ii) By the process of evaluation of technical bids and financial bids, the Evaluation Committee will prepare ranking list of bidders and to award the contract to the L1 bidder.

(iii) The successful bidder shall be required to furnish a Performance Security of Rs.50,000/- (Rupees Fifty Thousand Only) in the form of Account Payee DD, / Fixed Deposit receipt from a commercial bank, or a Bank Guarantee from a Commercial bank in an acceptable form (Annexure- 6).

(iv) The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations.

(v) Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.

(J) **Applicable Law and jurisdiction:** All matters connected with this work shall be governed by the Indian Law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

(K) **LICENSE FEE etc. :**

(i) The Licensee shall pay License Fee @ Rs.500/- (Rupees five hundred only) per month or at the rate as may be fixed by the Competent Authority from time to time.

(ii) The Licensee shall pay the monthly licensee fee to the Licensor every month in advance, on or before the 5th day of the succeeding month.

(iii) If the said monthly license fee or any part thereof falls in arrears and remains unpaid for a period of 60 days from the due date, it shall be lawful for the Licensor to terminate the License without any notice in that behalf.
(L) PERIOD OF LICENSE, RENEWAL etc.: 

(i) The period of license shall be ONE YEAR from ________2016 to ___2017.

(ii) The Licensor will have discretion to renew the License on the same terms and conditions and at the same rate on written request made by the Licensee within two calendar months before the expiry of the License period.

(iii) The Licensee shall not use the premises for any other purpose except for running the canteen.

(iv) The Licensee shall not sublet or part with possession of the demised premises or any portion thereof in favour of anyone else.

(M) INFRASTRUCTURE FACILITIES, MAINTENANCE, ELECTRICITY CHARGES, etc.

(i) The Licensee shall not remove from the canteen any of the articles/equipment/items or fixtures provided by the Licensor.

(ii) The maintenance of the demised premises will be carried out by the Licensee at his / her own expenses.

(iii) The Licensee shall not pay electricity consumption and water charges, but cost of items shall be reasonable rate as a welfare measure to the employees.

(iv) The Licensee shall have to obtain necessary License from the Competent Authority for running canteen immediately from the date of granting the License and before starting the canteen.

(v) The Licensee shall keep the canteen premises inside and outside absolutely neat and clean and maintain the available furniture/stores.

(vi) The staff of the canteen shall not be permitted to use the canteen premises as rest room or lodging house.

(vii) The licensee himself/ herself shall purchase necessary kitchen equipment, utensils, crockery, cutlery and glassware of good quality at his / her own costs, should the same be required for smooth running the canteen and shall also keep the same in clean and good condition.

(N) QUALITY OF FOOD ITEMS:

THE Licensee shall provide all the food articles, eatables as well as tea, coffee, beverages etc. of good quality in hygienic condition at reasonable rates and shall display such details on a board at a conspicuous place in the canteen.
(O) CONDUCT OF THE LICENSEE:

(i) Behavior of the Licensee himself / herself as well as his / her staff must be courteous and cooperative towards the employees.

(ii) The staff of the canteen shall put on uniform provided by the licensee at his own cost.

(iii) An officer of FSSAI shall make inspection every month to find out whether the Licensee is complied with the instructions in this regard issued by FSSAI.

(iv) The Licensee will be liable to pay for any damage caused to or loss incurred by the Licensor for any other reason.

(v) The Licensee shall run the canteen during the office working days of FSSAI between 8.30 a.m. to 6.30 p.m.

(vi) The Licensee shall not keep, store, deal with or allow the sale of nor shall deal with any item which is prohibited by law and which is injurious to health viz. Bidi, Cigarettes, Gutkha, liquor etc.

(P) TERMINATION OF CONTRACT, VACANT POSSESSION etc.

(i) The Licensee shall give one month's notice to the Licensor in case he / she intends to vacate the demised premises.

(ii) The Licensee will on expiry of the period of License, peacefully and quietly hand over vacant possession of the demised premises to the Licensor without raising any dispute whatsoever.

(iii) The Licensee shall not put up any permanent structure or make any alterations or additions to the demised premises without the prior consent in writing of the Licensor.

(iv) The Licensee will be at liberty to remove all the movable articles brought by the Licensee in the demised premises during the continuance of the contract, before delivering possession of the demised premises.

(v) In case of loss or damage caused to any of the furniture, fixtures, fittings, etc. provided by the licensor the cost thereof shall be recovered from the licensee and the same shall be deducted from the security deposit.

(vi) If the Licensee commits breach of any of the aforesaid terms and conditions, the License will stand terminated forthwith and the Licensee shall
have to hand over vacant and peaceful possession of the premises to Licensor without raising any dispute whatsoever.

(vii) In case of the Licensee going in liquidation, the License shall be treated as cancelled and legal heirs / representatives or successors of the Licensee shall not be entitled to claim any right over the demised premises.

(viii) The Licensee shall pay all the dues towards license fee and / or rent before

(Q) REGISTRATION FEE:

The expenses for execution, registration charges, stamp duty etc. relating to the agreement shall be borne by the licensee.
# CHECK LIST FOR ELIGIBILITY CRITERIA

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
<th>To be filled by Bidder</th>
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<tbody>
<tr>
<td></td>
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<td>YES</td>
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<tr>
<td>1.</td>
<td>Required Tender Fees (in the form of DD)</td>
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<td>2.</td>
<td>Required Earnest Money deposit (in the form of FDR/BGR)</td>
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<td>3.</td>
<td>Copy of Firm’s Registration (Annexure-1)</td>
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<td>4.</td>
<td>Copy of Firm’s Registration for VAT/CST/LST</td>
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<td>5.</td>
<td>Copy of the PAN no. of the Firm (Annexure-1)</td>
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<td>6.</td>
<td>Copy of the TIN no. of the Firm (Annexure-1)</td>
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<tr>
<td>7.</td>
<td>Copy of Service Tax Registration No. of the Firm (REF: item 9 of Annexure-1)</td>
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<td>8.</td>
<td>Supporting Document showing Annual Turnover for the last 3 years (REF: item 11 of Annexure-1)</td>
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<tr>
<td>9.</td>
<td>In Price Bid (Format – C) all applicable taxes, duties etc are mentioned, clearly and separately. If taxes are not mentioned, it would be assured that the rates quoted are inclusive of taxes.</td>
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<tr>
<td>10.</td>
<td>Once the Work order is issued in the name of the successful bidder, they would submit a performance Bank Guarantee of 10% of the contract value valid for the contract period.</td>
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<td>11.</td>
<td>The bidder agrees that all disputes, if arising related to this tender, shall be within the jurisdiction of courts of Delhi.</td>
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Signature of the bidder
To 

..............................................
..............................................

Sub: FSSAI STAFF CANTEEN.

Dear Sir,

We, the undersigned Tenderers, having read and examined in detail the specifications and scope of the work as specified in this document.

<table>
<thead>
<tr>
<th>Tender No.</th>
<th>Tender Fees submitted</th>
<th>YES / NO (Please strike off whatever is not applicable)</th>
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<tr>
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<td>Have tender fees submitted</td>
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<td>YES / NO (Please strike off whatever is not applicable)</td>
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<td></td>
<td>Amount Mode Date of issue Name of Bank Valid up to</td>
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<td>Demand Draft</td>
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<th>EMD submitted</th>
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<tr>
<td>YES / NO (Please strike off whatever is not applicable)</td>
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<tr>
<td>Amount Mode Date of issue Name of Bank Valid up to</td>
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<tr>
<td>FDR/Bank guarantee</td>
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</table>

(i) PRICE AND VALIDITY: All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents. All prices quoted by us for the products and services shall remain valid respectively for a period of **120 days** from the last date of submission of bids.

(ii) BID PRICING: We further declare that the prices stated in our proposal are in accordance with your Terms & conditions in the bidding document.

(iii) CONTRACT PERFORMANCE SECURITY: We hereby declare that in case the contract is awarded to us, we shall submit the performance Guarantee Bond in the form of DD / Bank Guarantee for the amount of 10% of the total order value.

(iv) PAYMENT TERMS: We hereby declare that in case the contract is awarded to us, we agree with payment terms specified in the tender documents.

Signature of the bidder
**BIDDER'S STATEMENT**

Tender should submit documents in support of minimum eligibility criteria along with the tender will be accepted/entertained after opening of tender. A list of all documents submitted along with the acceptance should be provided.

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<tbody>
<tr>
<td>1.</td>
<td>Name &amp; Address of the Bidder</td>
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<td>2.</td>
<td>Website/Email of the firm</td>
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<tr>
<td>3.</td>
<td>Place &amp; year of the firm’s incorporation</td>
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<td>4.</td>
<td>Registration No. (copy to be enclosed)</td>
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<tr>
<td>5.</td>
<td>Constitution of the firm (Pvt/Public Ltd or Partnership/Proprietary)</td>
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<td>6.</td>
<td>Name of the Chief Executive of the firm</td>
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<td>7.</td>
<td>Permanent Account No. (Income Tax) <em>(Attach attested copy)</em></td>
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<tr>
<td>8.</td>
<td>Tax Identification No. (TIN) / VAT Regn No. <em>(Attach attested copy)</em></td>
</tr>
<tr>
<td>9.</td>
<td>Service Tax Registration No <em>(Attach attested copy)</em></td>
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<tr>
<td>10.</td>
<td>Details of similar works</td>
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<td>Name of organization</td>
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<td>11.</td>
<td>Annual Turnover for the last 5 years <em>(Attach supporting documents)</em></td>
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<tr>
<td>12. Classification of Bidder</td>
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<td>-----------------------------</td>
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</tr>
<tr>
<td>(i) Sole Proprietor</td>
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<td>(ii) Authorized Agent</td>
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<tr>
<td>(iii) Others (please specify)</td>
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<tr>
<th>13. Name and address of the contact person to whom all references shall be made regarding this tender enquiry</th>
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<tbody>
<tr>
<td>(i) Name</td>
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<td>(ii) Address</td>
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<td>(iii) Telephone No.</td>
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<td>(iv) Fax No.</td>
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<td>(v) Mobile No.</td>
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<tr>
<td>(vi) E-mail</td>
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Signature of the bidder
EARNEST MONEY DEPOSIT/BID SECURITY FORM
(ON THE LETTER HEAD OF THE BIDDER)

Whereas…………………………………(hereinafter called the Bidder) has submitted its bid dated………………(date of submission of bid) for running FSSAI Staff Canteen (hereinafter called “the Bid”)

KNOW ALL PEOPLE by these presents the We………………….(name of bank) of …………………..(name of country), having our registered office at ………………….(address of bank) (hereinafter called “the bank”) are bound unto……………… in the sum of ……………………………for which payment well and truly to be made to the said Proprietor, the Bank Sealed with the Common Seal of the said Bank this……………..day of …………………….2016…………………………..

THE CONDITIONS of this obligation are:
1. If the bidder
   (a) Withdraws its bid during the period of bid validity specified by the bidder on the bid form: or
   (b) Does not accept the correction of errors.
2. If the Bidder, having been notified of the acceptance of its bid by FSSAI during the period of bid validity
   (a) Fails or refuses to execute the Contract Form if required: or
   (b) Fails or refuses to furnish the performance security, in accordance with the instruction to Bidders:
   We undertake to pay FSSAI to the above amount upon receipt of its first written demand, without having to substantiate its demand, provided that in its demand the proprietor will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 120 (one hundred twenty) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

…………………………………
(signature of the Bank)

…………………………………
Name of bidder
### PRICE BID

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Description of Goods</th>
<th>Qty.</th>
<th>Quoted Unit Rate in Rs.</th>
<th>Total amount</th>
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We agree to run the FSSAI Staff Canteen in accordance with the technical specification for a total contract price of ......................... within the period specified in the invitation for Quotations.

We also confirm that the normal commercial guarantee of ............... months shall apply to this job of running Canteen.

Signature of the bidder
Form of Performance Security

(BANK GUARANTEE)

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of_________________________
   between________________________ (Name of the Bank) (hereinafter called the “Bank”) of
   the one part and ________________________ (Name of the Department) (hereinafter called the “Department”) of the other part.

2. WHEREAS __________________________ (Name of the Department) has awarded the contract for running Wet Canteen job of contract for
   Rs.____________________________ (Rupees in figures and words) (hereinafter called the “contract”)
   to M/s _________________________________ (Name of the contractor) (hereinafter called the “contractor”).

3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Department a Performance Security for a total amount of Rs.________________________ (Amount in figures and words).

4. NOW WE the Undersigned __________________________ (Name of the Bank)
   being fully authorized to sign and to incur obligations for and on behalf of and in the name of __________________________ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs.________________________ (Amount in figures and words) as stated above.
   INCASE OF ANY SHORTCOMING IN PERFORMANCE BY THE CONTRACTOR, THE DEPARTMENT WILL ISSUE THEM A WARNING TO COMPLY WITH THE SPECIFIED STANDARDS. FAILING THREE SUCH WARNINGS FOR COMPLIANCE THE CONTRACTOR WOULD BE SUBJECTED TO A PENALTY AS MAY BE FIXED/DECIDED BY FSSAI IN ADDITION TO FORFEITURE OF PERFORMANCE GUARANTEE/SECURITY.

5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects of shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The bank will deliver the money required by the Department immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice of or judicial or administrative procedures and without it being necessary to prove to the Bank the liability of damages resulting from any defects of shortcomings or debts of the Contractor. The bank shall pay to the Department any money
so demanded notwithstanding any dispute /disputes raised by the Contractor in any suit of proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. THIS GUARANTEE is valid for a period of __________ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).

7. At any time during the period in which this Guarantee is still valid, if the Department agree to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damage or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank of the contractor.

9. The Neglect of forbearance of the Department in enforcement of payment of any moneys, the payment where of is intended to be hereby secured or the given of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions “the Department”, “the Bank” and “the Contractor” herein before used shall include their respective successor and assigns.

IN WITNESS whereof I/We of; the bank have signed and sealed this guarantee on the __________ day of ____________ (Month) ____________ (Year) being herewith duly authorized.

For and on behalf of the ____________ Bank.

Signature of authorized Bank official

Name ____________________________
Designation __________________________
I.D. No. __________________________
Stamp/ Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named _________________ in the presence of:
Witness- 1
Signature_______________________________
Name__________________________________
Address________________________________

Witness- 2
Signature_______________________________
Name__________________________________
Address________________________________
# LIST OF MENU

(To be filed by the Contractor)

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Menu</th>
<th>Quantity</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tea</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Coffee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Sandwich</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Bread butter Slice</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Bread Pakoda / Cheese Pakoda</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Puri with vegetable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Lunch (Full)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Lunch (Limited)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Masala Dhosa / Sada Dhosa,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Idali Sambhar / Sambhar Bada</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Samosa</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Curd &amp; Lassi</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Kachori</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Gulab Jamun</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Rosgulla</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Cold Drink</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Veg.roll</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Patis</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Maggi-noodles</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Ice cream</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>Biscuits / Cookies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>Juices(Packed) / Nimboo Pani</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>Pastries</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td>Mineral Water</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td>Chhole bature</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date: ____/____/____

Signature of the Bidder

The contractor may increase the price of meals/snacks & other items every year subject to obtaining approval from FSSAI. The contractor can also substitute/change the brands of the packaged items / or may add or delete certain items from the menu as per the consumers' requirements / demand increase or no demand for items, in due consultation with the Department (FSSAI) from time to time.
FORM OF APPLICATION FOR CONTRACT FOR RUNNING STAFF CANTEEN IN FDA COMPLEX, KOTLA ROAD, NEW DELHI (FOR THE PERIOD FROM 01.07.2016 TO 30.06.2017)

1. Name & address of the applicant / intending tenderer. ________________
2. Experience in the field. : ________________
   (Please attach copies of the document in support).
3. Present Profession of the Applicant. ________________
4. Qualification or expertise, if any in the field. ________________
5. Details of Earnest Money : ________________
   Demand Draft / Pay Order ________________
   Number, Date and Bank on ________________
   with DD / PO is drawn.

Place: __________
Date: ____________    Signature of the Applicant

*****************************************************************************