

***RFP FOR OPERATING THE CAFETERIA AT NATIONAL GALLERY OF MODERN
ART, NEW DELHI***

Ministry of Culture

National Gallery of Modern Art (NGMA), Jaipur House, Delhi

Request for Proposal (RFP) for Operating the Cafeteria At NGMA

February 2021



RFP FOR OPERATING THE CAFETERIA AT NATIONAL GALLERY OF MODERN ART, NEW DELHI

1. Notice Inviting E-Tender (NleT)

(Domestic Competitive Bidding)

Date of Issuance of NleT: **11/02/2021**

Director General, National Gallery of Modern Art (NGMA) invites Proposal on behalf of NGMA from reputed & experienced agencies through **electronic tendering (e-tendering)** for “Operating the Cafeteria at National gallery of Modern Art, Jaipur House, New Delhi, on monthly Licence Fee basis”

1. Critical Dates:

A	NIT No. & Date	No.29005/2018/NGMA Dated: -11/02/2021
B	Time limit of the Work	Operating cafeteria on license basis for a period of 5 (five) years which may further be extended as per tender conditions
C	Date of Publication of NleT	11/02/2021 Time: 12:30 Hrs
D	Brief description of Work	RFP for “operating the cafeteria at NGMA on Licence Basis”
E	Period for Downloading of Bidding Documents	From: - 11/02/2021 to 04/03/2021 up to 17:00 hrs.
F	Seek Clarification Start Date	14/02/2021 from 17:00 hrs. (as per format specified in RFP via e-mail)
G	Seek Clarification End Date	18/02/2021 up to 17:00 hrs. (as per format specified in RFP via e-mail)
H	Pre-Bid Meeting Date, Time & Venue	23/02/2021 at 11:00 hrs. (Conference Hall, NGMA,)
I	Query Response/Corrigendum Date	26/02/2021 up to 15:00 hrs.
J	Bid Submission Start Date & Time	12/02/2021 from 15:30 hrs. (Online only at CPPP website: https://eprocure.gov.in/eprocure/app)
K	Bid Submission End Date & Time	04/03/2021 up to 17:00 hrs. (Online only at CPPP website: https://eprocure.gov.in/eprocure/app and physical copy of original EMD)
L	Technical Bid Opening Date & Time	06/03/2021 at 15:30 hrs.
M	Presentation Date & Time	To be notified after Technical Bid Opening. Eligible bidders will be intimated.

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N	Financial Bid Opening Date & Time	To be notified after Technical Bid Evaluation. Technically qualified vendors will be intimated.
O	Place of Opening Bids	(Online only at CPPP)
P	Tender Fee	NIL
Q	Bid Security/ Earnest Money Deposit (EMD)	Earnest Money Deposit of Rs.50,000 (Rupees Fifty thousand) in the form of Demand Draft / Banker's Cheque only in favour Drawing & Disbursing Officer National Gallery of Modern Art, New Delhi) or Bid Security Declaration <i>Not required – in-case of MSME/NSIC/SSI /Start-up</i>
R	Selection Process	The method of selection is QCBS Technical: 70% and Financial: 30%
S	Officer Inviting Bids	Director General National Gallery of Modern Art
T	Bid Validity Period	90 days from the date of opening of Technical bid
U	Mode of Tender Submission	Online (only at CPPP website: https://eprocure.gov.in/eprocure/app)
V	E-tendering	Tender documents may be downloaded from National Gallery of Modern Art website: http://www.ngmaindia.gov.in and CPPP site https://eprocure.gov.in/eprocure/app as per the schedule provided above in this table.

2. Other details can be seen from the RFP document.
3. NGMA reserves the right to cancel/withdraw this invitation for bids without assigning any reason and there shall be no liability whatsoever consequent upon such a decision.



**Director General
National Gallery of Modern Art,
New Delhi**

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Acronym	Full Form
ABG	Advance Bank Guarantee
CA	Chartered Accountant
DD	Demand Draft
EMD	Earnest Money Deposit
GST	Goods and Service Tax
ICAI	Institute of Chartered Accountants of India
LoA	Letter of Award
Lol	Letter of Intent
MoC	Ministry of Culture
NIT	Notice Inviting Tender
NGMA	National Gallery of Modern Art
PBG	Performance Bank Guarantee
PQ	Pre-Qualification
QCBS	Quality Cost Based Selection
RFP	Request for Proposal
SLA	Service Level Agreement

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2. Fact Sheet

A	NIT No. & Date	No.29005/2018/NGMA Dated: -11/02/2021
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3. Letter of invitation and Background Information

3.1 Letter of Invitation

- a. NGMA invites responses (“Proposals”) to this Request for Proposals (“RFP”) from reputed & experienced agencies (“Bidders”) for “Operating the Cafeteria at NGMA on licence basis as described in this RFP, “Scope of Work” (“the Services”).
- b. Any contract that may result from this public procurement competition will be issued for a term of 5 Years (“the Term”). The Term means that the term commencing from the Commencement date, until the termination of the License awarded to the Licensee to operate the Cafeteria.
- c. NGMA reserves the right to extend the Term for a period or periods of up to 5 years with a maximum of 1(one) such extension or extensions on the same terms and conditions.
- d. Proposals must be received not later than time, date and venue/web-portal mentioned in the Fact Sheet.
- e. Proposals that are received after the deadline WILL NOT be considered in this procurement process.
- f. Operating cafeteria on license basis for a period of 5 (five) years at National Gallery of Modern Art, Jaipur House, New Delhi -110003.
- g. The License period shall be initially for five years term from commencement date with an annual escalation of 10% from the 2nd year of the commencement date and thereafter another term of five (5) years extendable or with provision of right of first refusal (ROFR) clause in future tender subject to past performance and an annual escalation of 25% shall be applicable over the License fee paid for the immediately preceding year. The License fee will be payable annually in two instalments, in advance for every 6 months.

3.2 About NGMA

The National Gallery of Modern Art, New Delhi, is a repository of more than 17000 most significant works of modern and contemporary art in the country. The principal aims of NGMA are to acquire and preserve modern art from 1850 onwards and to present it to a global audience which will create an understanding and sensitivity towards a time that helped shape the contemporary art in India. The institution is also committed to promote contemporary Indian art in its various forms.

The gallery was inaugurated on March 29, 1954 by Vice-President, Dr. S. Radhakrishnan and on January 19, 2009 the NGMA inaugurated the opening of its new wing which increased its display spaces by more than six times. NGMA is visited by over 2,25,000 people every year.

The principal aims and objectives of the National Gallery of Modern Art:

- To acquire and preserve works of modern art from 1850s onward.
- To organize, maintain and develop galleries for permanent display.
- To organize special exhibitions not only in its own premises but in other parts of the country and abroad.
- To develop an education and documentation centre in order to acquire, maintain and preserve documents relating to works of modern art
- To develop a specialized library of books, periodicals, photographs and other audio-visual materials
- To organize lectures, seminars and conferences, and to encourage higher studies and research in the field of art history, art criticism, art appreciation, museology and the inter-relations on visual and performing arts.

3.3 Project Background

The National Gallery of Modern Art (NGMA) is the premier art institution and National level Museum under Ministry of Culture, Government of India. The museum at Jaipur House in New Delhi spread around 8 acres of land on a very prime location of the capital city Delhi located on India Gate circle. NGMA is adjacent to many other prime government institution and public places with large number of visitors that includes India Gate itself, National War Memorial, Children's Park, High Court, Patiala House Court, National Stadium and Bikaner House.

In 2009, three New Blocks were added to the existing Jaipur house, Heritage Building and expanded the museum gallery, Administration and Museum Facilities 6-fold. The provision of Cafeteria is there in Admin Block in front of the Exhibition Hall, where all National and International travelling exhibitions are held, other than the permanent Exhibitions at Jaipur House and the two Blocks of New Wing. The NGMA is visited by a number of domestic and international visitors that includes a great number of Art lovers, art students and artists. Also, NGMA is an art institution of International repute to host and hold international programs such as Exhibitions, conferences, seminar, workshops, exchange programme and similar activities that make it a hub of visual Art activities. Every year thousands of international visitors visit the NGMA and it is a popular site. The artistic environment of NGMA requires food and refreshment facilities in its cafeteria complimentary to its nature and repute.

NGMA's exhibition spaces/ Halls are having ticketed entry. However, for other than exhibition space, there is free entry in the NGMA's premises as of now. On many occasions, such as International Museums Day, Foundation Day, World Heritage Day and World Tourism day etc entry to NGMA is free. Parking facilities are

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available near gate No -3. However, inside NGMA's premises, no parking is allowed. Usual Museum Timings are:

Tuesday to Friday 11:00 AM to 6:30 PM
Saturday and Sunday 11:00 AM - 8:00 PM
Closed on Mondays and National Holidays

The interested Companies/agencies may visit NGMA for site inspection during the above-mentioned timings and days for better understanding of the facilities and to see cafeteria spaces. Area for NGMA's Cafeteria which include kitchen, store, serving area etc. is of approximately 4672 sq. ft. The concerned space can be visited personally on above mentioned days and timings.

Through this RFP, NGMA is looking for reputed food companies/ agencies / caterers/ having proven experience and ability in preparation and serving of food for managing a cafeteria on license basis situated inside the premises of National Gallery of Modern Art, Jaipur House, New Delhi-110003. It is expected that the company should understand the NGMA as an institution and their proposed food as well as interior of the café should enhance the artistic environment of the institution. The proposal should be conceptualised around the central idea of **"FOOD IS ART"**.

4. Instructions to the Bidders

4.1 General

- a. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the consultancy support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by NGMA on the basis of this RFP.
- c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of NGMA. Any notification of preferred bidder status by NGMA shall not give rise to any enforceable rights by the Bidder. NGMA may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of NGMA.
- d. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- e. At any time prior to deadline for submission of documents, NGMA may amend the tender documents by issuing as addendum. Any addendum issued shall form part of the tender documents.

4.2 Compliant Proposals / Completeness of Response

- a. Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
 - iii. Include all supporting documentations specified in this RFP.

5. Pre-Bid Meeting & Clarifications

5.1 Bidders Queries

- a. NGMA shall hold a pre-bid meeting with the prospective bidders on <Date & time> at <Address of the Venue>
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to Director NGMA by post or email to ngma.delhi@gmail.com or dgngma@gmail.com on or before <Date & time>
- c. The queries should necessarily be submitted in the following format:

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification
1			
2			
3			
4			
5			

- d. NGMA shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by NGMA.

5.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a. NGMA will endeavour to provide timely response to all queries. However, NGMA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does NGMA undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, NGMA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the www.ngmaindia.gov.in and CPPP site <https://eprocure.gov.in/eprocure/app> and emailed to all participants of the pre-bid conference.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, NGMA may, at its discretion, extend the last date for the receipt of Proposals.

6. Key Requirements of the Bid

6.1 Right to Terminate the Process

- a. NGMA may terminate the RFP process at any time and without assigning any reason.
- b. NGMA makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- c. This RFP does not constitute an offer by NGMA. The bidder's participation in this process may result in NGMA selecting the bidder to engage towards execution of the contract.

6.2 RFP Document Fees

- a. The RFP documents have been made available to be downloaded without any fee from the website www.ngmaindia.gov.in and CPPP site <https://eprocure.gov.in/eprocure/app>.

6.3 Earnest Money Deposit (EMD)

- a. Bidders shall submit, along with their Proposals, an EMD of Rs. 50,000 (Fifty thousand) only, in the form of Demand Draft / Banker's Cheque in favour of "Drawing & Disbursing Officer' National Gallery of Modern Art, New Delhi" payable at New Delhi with a validity of 90 (Ninety) days or Bid security declaration (prescribed as Form 13).
- b. After the award of the contract to the successful bidder, the EMD of the unsuccessful bidders will be refunded in due course of time with no interest thereon.
- c. The EMD of the bidder, whose tender has been accepted, shall be returned on the submission of Performance Security / Performance Guarantee after the award of work or would be adjusted towards the partial amount of Performance Security / Performance Guarantee.
- d. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
 - If a bidder withdraws its bid during the period of bid validity.
 - If selected Bidder does not start the job within 45 days from the date of signing the Agreement.
 - In case of a successful bidder, if the bidder refuses to execute the order or fail to furnish the required Performance Security and fail to sign the contract as stipulated in this tender document within the specified time fixed by the NGMA.

Note: The above mentioned requirement is not applicable in case the bidder is registered as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or is registered with the

Central Purchase Organisation or the concerned Ministry or Department or Start Up recognized by DPIIT. In such cases, bidder will have to submit a self-declaration along with a copy of the MSEs/MSME registration certificate or DPIIT registration document.

6.4 Submission of Proposals

Bidders Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> are advised to follow the instructions provided in the 'Instructions for Online Bid Submission' for the e-submission of the bids online. Following items to be uploaded on the portal:

- Tender Fee -NIL
- EMD
- Pre-qualification response
- Technical Proposal
- Financial proposal
- Additional certifications/documents e.g. Power of Attorney, CA certificates on turnover, etc.

However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-Procurement portal. The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted within the submission timelines. NGMA will in no case be responsible if the bid is not submitted online within the specified timelines.

All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

6.5 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney and/or board resolution in the name of the signatory of the Proposal. A copy of the same should be uploaded under the relevant section/folder on the e- procurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

7. Preparation and submission of Proposal

7.1 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by NGMA to facilitate the evaluation process, and in

negotiating a definitive contract or all such activities related to the bid process. NGMA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7.2 Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

7.3 Venue & Deadline for Submission of proposals

Response to RFPs must be submitted on the e-Procurement portal (<https://eprocure.gov.in/eprocure/app>) by the date and time specified for the RFP. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

7.4 Late Bids

Bids submitted after the due date will not be accepted by the e-Procurement system (<https://eprocure.gov.in/eprocure/app>) and hence will automatically be rejected. The Purchaser shall not be responsible for any delay in the online submission of the proposal.

8. Acceptance to Terms and Conditions

Bidders must accept all the “Terms & Conditions” specified in the Tender Document and the bidder should also certify that he / she has studied and understood the Tender Document carefully. All the uploaded documents should be digitally signed by the bidder and uploaded with the Technical Bid. **Any other condition suggested/imposed by the bidder will not be accepted.**

9. Evaluation Committee

- a. NGMA will constitute a ‘Tender Evaluation Committee’ to evaluate the responses of the bidders
- b. The Tender Evaluation Committee constituted by the NGMA shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection
- c. The decision of the Tender Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee

- d. The Tender Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals
- e. The Tender Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP

10. Tender Opening

The Proposals submitted up to <Time> on <Date> will be opened at <Time> on <Date Time> by Director General, NGMA or any other officer authorized by NGMA, in the presence of Bidders' representatives.

10.1 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 90 days from the date of opening of Technical Bid.

10.2 Tender Evaluation

Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals:

- Are not submitted in as specified in the RFP document
- Received without the Letter of Authorization (Power of Attorney)
- Are found with suppression of details
- With incomplete information, subjective, conditional offers and partial offers submitted
- Submitted without the documents requested in the checklist
- Have non-compliance of any of the clauses stipulated in the RFP
- With lesser validity period

All responsive Bids will be considered for further processing as described in the next sections.

NGMA will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee (to be constituted by NGMA) according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard. If required, the committee may also invite prequalified bidders for giving presentation and to know their understanding, methodology and approach for running the cafeteria.

11.Criteria for Evaluation

11.1Pre-Qualification Criteria

1	Legal Entity	<ul style="list-style-type: none"> Should be a Company registered under Companies Act, 1956/2003 or a partnership firm registered under LLP Act, 2008 Registered with the GST Authorities 	<p>Copy of Certificate of Incorporation / Registration Certificate, PAN Card and GST Registration Certificate</p> <p>Note: All above documents should be duly signed by authorized signatory</p>
2	Sales Turnover	<ul style="list-style-type: none"> Average Annual Sales Turnover generated from services related to Running a restaurant or providing food Services in the last three completed financial years (FY 17-18, 18-19, 19-20) should be at least Rs. 75 (seventy-five) lakhs and above. <p><i>Note: Relaxation for MSME /Start-up is allowed for prior turnover subject to their meeting quality and technical specifications.</i></p>	<p>Extracts from the audited Balance sheet and Profit & Loss; and Certificate from the statutory auditor/CA clearly mentioning the Average Annual Sales Turnover should be from services related to restaurant or food providing services.</p> <p>Copy of valid MSME registration certificate or DPIIT recognized documents</p>
3	Bidders Experience	<p>Applicant should possess at least 3 years' experience in operating as on the last date of RFP responses & submission, a cloud kitchen based listed on reputed delivery service or cafeteria or F&B unit or a restaurant of 50 plus covers for at least 3 years running without any break.</p>	<p>Copy of Proof of Establishment indicating having experience in operating restaurants, cloud kitchens, school cafeteria, F&B unit etc, for at least 3 years.</p> <p>Copy of valid MSME registration certificate or DPIIT recognized documents.</p>

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		<i>Note: Relaxation for MSME /Startup is allowed for last three years time period.</i>	
4	Bidders Capability	Applicant should be presently operating at least one cloud kitchen-based unit or cafeteria or F&B unit in Delhi NCR area	Details to be enclosed.
5	Non-Blacklisting Declaration	The company should not be currently blacklisted by any Central or State Government Organization or PSU or other public funded government institution and should not have faced forfeiture of EMD/PBG by any organization/ institution during the past three years	A Self Certification as per the RFP specified format

Sr. No.	Criteria	Requirements	Maximum Marks	Supporting Documents
1	Bidders Capability 30 MARKS	<p>(i) Applicants should be operating a cloud kitchen based listed on reputed delivery service or school cafeteria or F&B unit or a restaurant of 50 plus covers for at least 3 years running without any break. At the time of bid submission the applicant's last 3 financial year's work status for the business must be ACTIVE.</p> <p style="text-align: center;">Upto 3 years</p> <p style="text-align: center;">3 + years</p> <p><i>Note: As relaxation for MSME /Startup is given so if it is below 3 year they may be given minimum marks (i.e.5)</i></p> <p>(ii) Work with a diverse client portfolio across Private, Public and/ or Government enterprise. References may be asked at the time of final signing of contract</p> <p>(iii) Active social media handles with at least 250 plus followers on each. Active = minimum 3 posts per week for 12 months.</p> <p>(iv) Reviews in the media/ social media review</p> <p>(v) Listing in reputed, national food delivery service platforms</p>	<p style="text-align: center;">5</p> <p style="text-align: center;">(5) + 5</p> <p style="text-align: center;">5</p> <p style="text-align: center;">5</p> <p style="text-align: center;">5</p>	<ul style="list-style-type: none"> • Work Order /Agreement for operating cafeteria + Details for experience for operating Cafeteria or restaurants as per RFP format • Copy of ITR documents • 2 client's reference letters endorsing applicant on request • Active social links and handles • Copy of media/social media reviews with active web links • Active social links and handles

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2	Turnover 10 MARKS	<p>Annual INR 75 to 105 lakhs</p> <p>More than INR 105 lakhs</p> <p><i>Note: Relaxation for MSME /Start-up may be for last one year only. if below 75 Lakhs they may be given minimum marks</i></p>	<p>5</p> <p>5+5</p>	Audited financial records.
3	Presentation 30 MARKS:	<p>Presentation must contain</p> <p>(A) Overall café/restaurant theme, branding and connect to the host museum/cultural organization in particular and heritage sector in general. For existing brands highlight adaptations being proposed to museum & culture context.</p> <p>(B) Celebration and integration of India's rich and diverse culinary arts and heritage into the cooking styles/ dishes being proposed on the menu. Highlight how the same will be showcased, brought alive as part of the overall restaurant/café experience. Proposed Innovation and Contemporary Twists if any to traditional dishes to highlight creative experimentations.</p> <p>(C) Design and Layout of the physical space. Floor plan + Proposed Interiors with furniture. Eco friendly design ideas + wall paintings inspired by artistic tradition encouraged. (Available kitchen area, please refer annexure)</p>	<p>10</p> <p>10</p> <p>10</p>	<p>Presentation slides or drawings or docket or mock ups decided as per applicant's submission</p> <p>Copy of references /documents related to contemporary interpretations and celebrating cooking as a culinary tradition</p> <p>Citation for proposed approach and Methodology as per Form 14</p>

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4.	Manpower 15 MARKS:	<p>Proposed deployment of manpower like Supervisors, cooks, serving staffs etc. and their experience and education qualifications</p> <p>Representation of women for at least 30% permanent staff positions and at least 1 staff member from the especially abled community.</p> <p>Customer facing staff encouraged to represent different states of India.</p>	<p>5</p> <p>10</p>	<p>Certificate as per the RFP specified format</p> <p>Self-attested staff profile and composition/ Must be updated annually</p>
5.	Menu 15 MARKS:	<p>Sample Menu for Visitors (Hindi/ English translations in hard copy)</p> <p>Applicants encouraged to ensure soft copy of menu in all official languages of India is available on demand on the restaurant premises during all working hours</p>	15	Attach in separate sheet along with price list.

Note: Those who will score minimum of 70 marks in this section would be considered as Technically Qualified and will move to the next stage of financial evaluation.

The process prescribed in Para-6.9.2 of the Manual for Procurement of Consultancy & Other Services 2017 will be followed in calculation of Technical and Financial Score of the Bidders. As per this procedure, the proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given normalised technical score that are proportional to their marks w.r.t. the highest technical marks.

11.3 Commercial Bid Evaluation

- a. The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- c. The bidder with highest qualifying financial bid (H1) will be awarded 100% score (amongst the bidders which did not get disqualified on the basis of point b above). Financial Scores for other than H1 bidder will be evaluated using the following formula:

Financial Score of a Bidder (Fn) = {(Commercial Bid of the Bidder /Commercial Bid of H1/) X 100} % (Adjusted to two decimal places)

- d. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- e. Any conditional bid would be rejected

Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

11. 4 Combined and Final Evaluation

- a. The technical and financial scores secured by each bidder will be added using weightage of 70% and 30% respectively to compute a Composite Bid Score.
- b. The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:

$$Bn = 0.70 * Tn + 0.30 * Fn;$$

Where,

Bn = Overall score of the bidder

Tn = Normalised Technical score of the bidder (as in Para-11.2 above)

Fn = Normalized financial score of the bidder

- c. In the event the composite bid scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

12. Appointment of Cafeteria Operating Agency

12.1 Award Criteria

NGMA will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

12.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

NGMA reserves the right to accept or reject any proposal, and to annul the tendering process/ Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for NGMA action.

12.3 Notification of Award

Prior to the expiration of the validity period, NGMA will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, NGMA may like to request the bidders to extend the validity period of the bid. The notification of award will constitute the formation of the contract. After the award of the contract to the successful bidder, the EMD of the unsuccessful bidders will be refunded in due course of time with no interest thereon.

12.4 Performance Guarantee

The Bidder / Contractor after the award of work shall have to submit interest free Performance Security / Performance Guarantee in the prescribed format which is equal to the 3% (three percent) of contract value (i.e. license fees for five years) within 30 days from the date of the issue of the Letter of Award and it shall be kept valid for a period of 5 years. The Performance Security / Performance Guarantee shall have to be submitted in the form of Bank Guarantee in the name of DG, NGMA, New Delhi. The Performance Guarantee shall be kept valid till completion & closure of the project. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is needed. In case the selected bidder fails to submit performance guarantee within the time stipulated, the NGMA at its discretion may cancel the order placed on the selected bidder without giving any notice. NGMA shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or NGMA incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions. Format of PBG shall be shared along with the Lol/LoA.

12.5 Signing of Contract

Post submission of Performance Guarantee by the successful bidder, NGMA shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between NGMA and the successful bidder.

12.6 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Contract terms and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event NGMA may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the NGMA shall invoke the PBG of the most responsive bidder.

13. Fraud and Corrupt Practices

- a. The Applicants/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, NGMA shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, NGMA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to NGMA for, inter alia, time, cost and effort of NGMA, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- b. Without prejudice to the rights of NGMA under Clause above and the rights and remedies which NGMA may have under the Lol or the Contract, if an Applicant, as the case may be, is found by NGMA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Lol or the execution of the Contract, such Applicant shall not be eligible to participate in any tender or RFP issued by NGMA during a period of five years from the date such Applicant, as the case may be, is found by NGMA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NGMA who is or has been associated in any manner, directly or indirectly with the Selection Process or the Lol or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NGMA, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the Award or the Contract, who at any time has been or is a legal, financial or

technical consultant/ adviser of NGMA in relation to any matter concerning the Project;

- ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by NGMA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

14. Terms of Reference / Scope of Work

- I. The Cafeteria shall be kept open on all days of the year other than Holi, Diwali, 15th August, 26th January, 2nd October and ‘Eid festival days during the prescribed hours of functioning from **10.00 A.M. to 10.00 P.M.** only. As per Government regulations.
- II. Dinning and Serving of food areas are Centrally Air conditioned and kitchen is well-equipped (**As per Annexure A**). The Bidders are requested to quote the rate accordingly.
- III. No, Food/Cooked meals will be supplied outside from the Café on NGMA premises. The Food/Items cooked will only be consumed in NGMA Café.
- IV. Furniture and light fixture will be arranged by the bidder with approval of NGMA authorities.
- V. The Cafeteria shall serve food items, including snacks, soft drinks, tea, and coffee in specified areas.
- VI. The Licensee shall ensure that regional Indian / contemporary cuisines are properly represented.
- VII. NGMA will permit the Licensee to use a specified space for Cafeteria.
- VIII. The Licensee shall pay an Annual License Fee (the offer to be made in the Financial Bid), to NGMA for use of Cafeteria Premises and other facilities provided by NGMA for operation of the Cafeteria. The License fee will be payable annually in 2 instalments, in advance for every 6 months.
- IX. In addition, the Licensee shall pay for the electricity and water charges as per actual consumption, as and when due. For this purpose, separate energy meter and water meter will be provided by NGMA to the Cafeteria. The water and

electricity will be supplied to the Licensee from NGMA's source, and for which the NGMA shall take reasonable care to maintain adequate supply. However, NGMA shall not be liable for any damage or loss which may be caused by and deficiency in water or electric supply and the Licensee shall not be eligible for any remission or compensation on such account. The supply from respective sources of New Delhi Municipal Corporation (NDMC) to NGMA.

- X. That in the event of failure to pay the annual license fee and other charges by due dates, simple interest @18% per annum will be payable on all delayed payments without prejudice to other rights and remedies of NGMA.
- XI. The Licensee shall not use the Licensed Premises and other facilities provided specifically for the purpose of rendering service of operating the cafeteria, for any purpose other than the culinary purpose agreed upon. The Licensee shall not violate this condition either in part or in whole by any means whatsoever.
- XII. The Licensee shall be responsible for procuring and arranging all consumables for its use in relation to operation of the Cafeteria.
- XIII. NGMA cafeteria is installed with all the necessary kitchen equipment, including all fittings and fixtures, cooking and cooling equipment, for essential safety of foods, for the smooth functioning and effective delivery of service at the Cafeteria. Licensee shall be responsible for the on-going maintenance and repair of all equipment, and shall bear all costs and expenses in relation thereto. In the event of termination of Contract (by Licensee or Licensor), the Licensee will ensure that all equipment is in excellent working order, failing which the Licensor will retain such part or all of the Security Deposit as necessary to repair/replace any damaged equipment. The list of inventories shall be recorded as **Annexure** with the contract.
- XIV. Food prepared by the Licensee shall be made under good hygienic conditions, and the standard of hygiene shall be strictly maintained. This will be inspected and ascertained by a committee, appointed by NGMA, whose direction will be binding on the Licensee. The Foods shall be fresh, wholesome and of good quality. Licensee shall be abiding by all applicable laws relating to sale food, hygiene, and safety etc.
- XV. The Licensee shall be fully responsible for the cleanliness of the Cafeteria premises, which must be free of insects, mosquitoes, flies, dust and dirt. The appropriate authority shall inspect the Cafeteria premises periodically; NGMA shall have the right to terminate License agreement if the premises are found to be in unsanitary/unhygienic condition.
- XVI. The establishment of the Licensee shall be separate from the establishment of the NGMA for all purposes and all respects. In no case will any kind of liability of the Licensee be borne or shared by NGMA. The Licensee shall be responsible for indemnifying NGMA for any such past, present or future liabilities.
- XVII. The Licensee shall not erect or install any temporary structure, or fixture inside the Cafeteria premises or outside, without prior return approval of NGMA.

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- XVIII.** The Licensee or any of his/ her sales persons shall not sell/consume any hard drinks (such as any alcohol based drinks, and spirits), or narcotic drugs or other prohibited substance within the premises of NGMA.
- XIX.** In respect of all persons engaged for rendering services directly or indirectly by the Licensee or under Licensee, the Licensee shall be considered as their employer. The Licensee shall also be considered as principal employer under the Contract Labour (Regulation and Abolition) Act, 1970. The Licensee shall not pay less than the minimum wage as prevalent in the municipal area of New Delhi, and shall abide by applicable laws in deploying persons for carrying out rendering the services for operation and management of the Cafeteria. The Licensee shall have no liability of any kind with regard to employees of NGMA.
- XX.** The Licensee shall observe duly at all times the provision of Child Labour (Prohibition and Regulation) Act, 1986 and any other enactment made in this regard.
- XXI.** The Licensee, for the purpose of fulfilling his obligations, may deploy persons as employees, server, cooks, etc. who are medically fit with no contagious diseases, who will wear prescribed uniform, who shall have good character and be fit for work in a museum cafeteria where high quality public service is expected. For such engagements, the Licensee shall submit the names and credentials of his employees duly certified by the local police to NGMA for approval for the sake of security of NGMA. NGMA reserve the right of approval or rejection of any such engagements. Replacement of employees of the Licensee shall be done by following similar formalities by the Licensee. Any recommendation by NGMA for removal of an employee for valid reasons of indecency, misconduct, lack of integrity etc, shall be binding on the Licensee for immediate compliance and replacement to be made by the Licensee.
- XXII.** While the existing security personnel of NGMA shall remain vigil round the clock on campus the Licensee shall make proper arrangement for the protection of his goods and items from theft/pilferage etc.
- XXIII.** The Licensee is liable to pay compensation for any damage to NGMA properties, if caused by him or his staff. The extent of such compensation shall be determined by the authority of NGMA and shall be binding on the Licensee.
- XXIV.** The Licensee, including all persons deployed or engaged by the Licensee in any manner, shall abide by the security arrangements of NGMA and shall be liable for search, frisking, scrutiny, physically or otherwise, by the security staff of NGMA. The Licensee and all such persons and his staff shall not reside inside the campus, except in special cases emerging out of exigency, when NGMA authority specifically instructs in writing that such staff members do so temporarily.
- XXV.** The Licensee shall provide working meal for staff at NGMA at a rate to be fixed in advance with the approval of NGMA. The rate for these meals will not be enhanced without the prior approval of NGMA. A sample menu and price proposed for a simple meal, for an average of 30 persons daily, should be included in the application as specified. Number of working meals may vary

- depending on the requirement and there is no guarantee for number of quantity of working meals daily.
- XXVI.** The Licenses shall provide meal and refreshments for participants in programmes organized by NGMA. Rates for these will be fixed in consultation with NGMA.
- XXVII.** For services other than that mentioned above, the Licensee shall have the freedom to charge rates found suitable by him. However, it is advised that the price of foods and services offered be maintained at reasonable market level.
- XXVIII.** Until execution of the License Agreement, the Terms and Conditions mentioned in the Tender documents shall constitute a binding contract between the Licensee and NGMA.
- XXIX.** The charges for electricity, water and supporting facilities, shall be paid by the Licensee to NGMA on monthly basis starting from one month after the execution of this agreement as per conditions laid down in previous clauses.
- XXX.** The Licensee shall provide decent liveries to the Cafeteria staff.
- XXXI.** The Licensee shall comply with each and every requirement of the various local municipal and other statutory authorities for rendering service for running the Cafeteria.
- XXXII.** No Tenderer shall be a close relative of any employee of NGMA, nor shall any Tenderer be associated with an employee of NGMA of their close relatives as proprietor/ partner/share holder/director and the like.
- XXXIII.** The Licensee is not permitted to assign or in any way transfer the right under this license to any other person or agency.
- XXXIV.** NGMA shall have full liberty to call for absolute tidiness, cleanliness, maintenance of equipment, furniture, fixture as agreed upon and also to demand neat and clean liveries for those who will be deployed by the Licensee for the services as servers, cooks, etc.
- XXXV.** The Licensee, for display of sign boards, rate list etc., will follow the logo, name, branding assigned by NGMA. The specific spaces of NGMA where such display shall be made will also require specific written permission of NGMA.
- XXXVI.** The Licensee shall not exhibit/display in NGMA any printed or written notice or advertisement of any kind whatsoever without the previous written approval of NGMA. The Licensee will not display any brand identity or logo relating to the licensee.
- XXXVII.** The Licensee will not be allowed to use the cafeteria premises for parties or occasions other than those that NGMA, may organize.
- XXXVIII.** In keeping with the context and themes of the National Gallery of Modern Art, the cafeteria will celebrate the craft of Indian cooking, with representation of a variety of Indian regional cuisines
- XXXIX.** The Licensee will be expected, during special exhibitions held at NGMA, to offer particular foods/menus that are appropriate or related directly to the exhibitions.

15. Standard Safety Clauses

Licensee shall

- i. Not store combustible material for a period except as may be necessary for the delivery of contracted services.
- ii. Install, at his own cost, an adequate number of Fire Extinguishers [of weight/capacity as per standard norms] and ensure that they are in fully functional condition at all times.
- iii. Provide battery-operated emergency light.
- iv. Not store liquid fuel of any kind.

16. Standard Health Clauses

- I. The Licensee premises, structures and installations thereon, shall be kept in clean and sanitary condition by the Licensee to the satisfaction of NGMA.
- II. The officer authorized by NGMA may, without notice, enter the premises at any time and inspect the premises, material instruments and implements etc., used by the Licensee.
- III. All instructions given by the officer authorized or nominated by NGMA or any person working under him to prevent spread of infectious diseases, control and prevention of nuisance from insects, rodents or any other source, shall be carried out by the Licensee and his agents or staff.
- IV. The Licensee shall notify to the officer nominated by NGMA if any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Officer nominated by NGMA may order medical inspection of the sick person or any person who is suspected have been in contract with the person by such agency as he may direct and take any precautionary and preventive measure considered necessary.
- V. The Licensee, his agent and staff, shall not, without consent of the officer nominated by NGMA, interfere with, injure, destroy or render useless any work executed or any material or things placed in, under or upon any land or building, by or under the orders of such Officer, with the object of preventing the breeding or entry of mosquitoes or the maintenance of sanitation.
- VI. The Licensee, his agents and servants shall not abuse the water sources and drainage facilities provided in the building so as to create a nuisance or insanitary situation prejudicial to public health.
- VII. In the event of any default, failure, negligence or breach in the opinion of the NGMA on the part of the Licensee in complying with either of these conditions specified in foregoing sub-clauses, NGMA will be entitled and at liberty to cancel the license forthwith and resume possession of the premises without payment of any compensation or damages and claim in full or in part the amount deposited by the Licensee for the due performance of the License.

17. Fire Prevention Clauses

- I. The Licensee undertakes not to use gas heating/naked light in the Licensed Premises other than inside the counter / premises/ kitchen/ restaurant/ canteen for which the License has been issued.
- II. The Licensee hereby undertakes to take utmost caution to prevent spillage of oil or other hazardous chemicals in the building. In the event total prevention is not possible without incurring extraordinary expense, the Licensee shall provide

- suitable bins/trays at appropriate places for collection of such spill, and shall dispose the collected spillage properly to avoid fire hazard or danger or unhygienic condition of the premises.
- III.** Licensee shall install, at his own cost, an adequate number of Fire Extinguishers (of weight/capacity as per standard norms for a cafeteria and kitchen of this size) and ensure that they are in fully functional condition at all times.
 - IV.** Licensee shall not keep or cause any obstruction at the exit and escape routes in the premises under this license.
 - V.** Licensee shall provide adequate number of waste bins with proper lids, in the appropriate places around the premises under this license.
 - VI.** Licensee shall not obstruct the location of fire points, fire extinguishers, fire hydrants, detectors and other operating points of any fire protection system.
 - VII.** Licensee shall not exceed the loading limits of power sources as specified by NGMA and shall not make any loose or temporary connections in the building.
 - VIII.** Licensee shall educate people to be deployed by it to be conversant with emergency and evacuation procedures and handling of portable firefighting equipment.
 - IX.** Licensee shall submit the premises for inspection of fire prevention measures every year, and the Licensee shall comply with the recommendations made by the inspecting officer.
 - X.** Licensee should have the electrical circuit in the Cafeteria premises tested at least once a year and submit the test report to HOD, NGMA. If any defect is noted, it should be rectified immediately and the compliance report furnished.
 - XI.** No cable should be laid on false-ceiling and partition wall; cable, wherever required, should be encased in metal cable trays.
 - XII.** Miniature circuit breaker and metal clad distribution board should only be used for electrical installations and distribution. ELCB should also be incorporated in the circuit.
 - XIII.** Main Switch Board, electric meter, distribution board etc, should not be fixed on any combustible material.
 - XIV.** No combustible material should be stored under or close to the electric switch board/distribution board/meters etc; and the approach pathway/corridors to electrical switchboards etc; should be kept clear and free of any obstructions whatsoever.
 - XV.** If in the allotted space no false ceiling has been provided, no false-ceiling work will be undertaken by Licensee without specific approval in writing obtained in advance from NGMA.
 - XVI.** If the Licensee plans any false ceiling, its frame and panel etc; should not be made of wood or any such combustible materials. 'Fire retardant' material should be used for this purpose.
 - XVII.** Internal partitions and other such notifications are prohibited within the licensed premises, unless written permission is obtained in advance from NGMA.
 - XVIII.** Wherever a false ceiling is provided, storing of any type of material above the false ceiling is prohibited.
 - XIX.** Appropriate housekeeping measures should be undertaken at all the times to keep the premises, and the area leased out around the premises, neat, clean and free from any garbage and disposable materials.
 - XX.** The Licensee will keep and maintain the Licensed Premise and the area in and around the Licensed Premises in a clean, hygienic, proper and decent condition; and shall not suffer the premises to be held in a bad state of repair and outlook during the currency of the License Agreement. Further, the Licensee shall not

in any manner injure the wall, floor or other structure of the building, nor shall it cause any kind of hindrance or obstruction in the use thereof by NGMA in any manner whatsoever.

- XXI.** The Licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the licensed premises or keep goods of combustible or inflammable nature, except as reasonably required by the Licensee for performing services under the License Agreement.

Note:

- i. GST shall be paid at prevailing rate at the time of billing.
- ii. Deduction of all statutory and necessary Tax from each bill will be made as per Government Order prevailing at the time of payment. Necessary tax deduction certificate will be issued on demand by the Company.

18. SLA & Penalty

- In case of failure to open the cafeteria not later than the date to be indicated in Lol /LoA or opening /commencement date communicated by NGMA, penal provisions of 2% of the yearly licence fees for per week delay shall be levied on the bidder.
- If the Licensed Premises are not maintained in clean condition by the Licensee, NGMA shall have powers to get the premises cleaned at the risk and cost of the Licensee and recover liquidated damages at the rate of Rs.500/- per day for each default up to 7 days and thereafter Rs.1000/- per day and can take other actions including termination of the license.
- In the event of any damages being caused to the Licensed Premises, intentionally or otherwise, by the Licensee, or his/her/its employees or invitees or customers, NGMA shall be entitled to repair the damage or make the requisite replacement and call upon the Licensee to reimburse the cost thereof, which the Licensee undertakes to pay forthwith on demand.

19. Confidentiality

Selected Bidder is required to exercise the utmost discretion in all matters relating to the Contract. Unless required in connection with the performance of the Contract or expressly authorised in writing by NGMA, the Firm shall not disclose at any time to any third party any information which has not been made public and which is known to the Firm by reason of its association with NGMA. The Firm shall not, at any time, use such information to any private advantage. These obligations do not lapse upon any completion, expiration, cancellation or termination of the Contract/ Purchase Order.

20. Duration, Termination and Renewal

20.1 The duration of the License shall be for a period of 5 years from the date of award.

- 20.2. The License period shall be initially for five years term from commencement date with an annual escalation of 10% from the 2nd year of the commencement date and thereafter another term of five (05) years extendable or with provision of Right of first refusal (ROFR) clause in future tender subject to past satisfactory performance. An annual escalation of 25% shall be applicable over the License fee paid for the immediately preceding year. The License Fee will be payable annually in Two instalment, in advance for every 6 months.
- 20.3 NGMA shall have the right to terminate the License by giving 90 days' notice in writing without assigning any reason therefore, at any time.
- 20.4 The Licensee may also terminate the License by giving 90 days' notice in writing.
- 20.5 NGMA reserves the right to decide whether the Licensee will continue to operate the Licensed Premises, if the Licensee suffers a change of control whereby a third party, directly or indirectly, jointly or on its own, acquires control of 51% or more of the License equity or management control.
- 20.6 NGMA will be entitled automatically to terminate this Agreement on the occurrence of any of the following events:
- i. The licensee is in breach of its responsibilities and obligations under this agreement and this has not been rectified after having been given 15 days written notice by NGMA.
 - ii. The Licensee has a winding up or administration order made in relation to it;
 - iii. The Licensee enters into a composition with its creditors pursuant to liquidation proceedings, or in the event that the licensee enters into an arrangement with its creditors for repayment of debt;
 - iv. If the reputation of NGMA is damaged on account of Licensee's dealings with third parties.
- 20.7 In the event of termination of License as provided hereinabove, NGMA shall always be entitled to and shall have power as its absolute discretion to reoccupy forthwith the Licensed Premises, without notice and without subjecting itself to any liability on that account and notwithstanding any intermediate negotiations or waive of breach thereof.
- 20.8 On expiry of the License period or on termination of the License by NGMA on account of any breach on the part of the Licensee, the Licensee shall deliver the possession of the Licensed Premises in good condition and in peaceful manner along with furniture, fittings, equipment and installations provided by NGMA. Further, Licensee shall remove his/their goods and other materials within 3 days from the premises failing which NGMA reserves its right to remove such goods/materials at the cost and risk of the License and demand payment for such removal. If such payment is not made within 10 (ten) days, NGMA shall be at

liberty to dispose-off the goods/materials of the Licensee by public auction to recover the cost. The Licensee shall not be entitled to raise any objection in such an eventually.

20.9. In the event of any default, failure, negligence or breach, in the opinion of NGMA, on the part of the Licensee, in complying with all or any of the conditions of the License, NGMA will be entitled and be at liberty to terminate the license forthwith and resume possession of the Licensed Premises without payment of any compensation or damages and also claim in full or in part the amount deposited by the Licensee for due performance of the Agreement.

21. Indemnity

Licensee shall indemnify NGMA and hold it harmless from all claims, demands, damages, actions, costs and charges, including against liabilities towards customer or visitors, to which NGMA may become subject, or which it may have to pay or be held liable for, by reason of any injury to persons, reputation or property suffered or sustained by any agent or employee of NGMA or arising out of any activity or negligence or omission of the Licensee or its agents or employees while in or about the Licensed Premises or other Premises of NGMA.

Licensee shall indemnify NGMA against any loss, claim, costs, damages to, or diminution of, its business and goodwill or any third-party claims or proceedings brought against the NGMA as a result, direct or indirect, of any prejudicial business practice of the Licensee or any misrepresentation of its relationship with the NGMA. This indemnity shall be without prejudice to any other rights and remedies, which the NGMA may have under the law.

22. Limitation of Liability

NGMA shall in no way be liable for any losses or claims arising out of untoward incidents like theft, shoplifting, fire, riots, floods, natural calamities etc.

In case the Licensee suffers any loss on account of it being unable to carry on its business or restrained by NGMA for contravention of any of the terms and conditions, the Licensee shall have no claim on NGMA.

23. Relations with Third Parties

No Third Party shall have any right against NGMA in connection to the award of the License to the Licensee, or for operation of the Cafeteria.

The Licensee will obtain a Third Party Insurance and a copy of this should be submitted to NGMA.

24. Transferability, Assignment and Sub-Contracting

The Licensee does not have the right to transfer the benefit of this License Agreement or to delegate any obligations to a third party without the prior written consent of NGMA. The Licensee shall not, unless with the written consent of NGMA, create a sub-contract of any description with regard to this License or any part hereof, nor shall be without such written consent as aforesaid, assign or transfer his license or any part thereof.

25. Compensation or Concession

The Licensee will not be entitled to any compensation or concession in payment of the License Fee due to addition of any activity in the Licensed Premises by or on behalf of NGMA or closure of any activity in NGMA.

For breach of any Terms and Conditions of the License, NGMA reserves its right to either terminate the license, or recover compensation from the licensee for the damage suffered on breach (up to the limit of the security deposit deposited by the Licensee).

26. Force Majeure

If either of the parties suffer delay in due execution of their contractual obligation due to the operation of one or more of the force majeure events such as but not limited to, war, flood, earthquake, strikes, lockouts, fire, outbreak of pandemic, epidemics, riots, civil commotions etc. the agreed time for the completion of respective obligations shall be extended by a period of the time equal to the period of the delay occasioned by such events. On the occurrence and cessation of any such event, the party affected thereby shall give notice in writing to the other party. Such notices are to be given within 15 days of occurrence / cessation of the event concerned. If the force majeure conditions continue beyond 30 days the parties shall mutually decide about the future course of action.

27. Arbitration

All the disputes or differences arising between the parties out of or relating to the Terms & Conditions of Tender and/or subsequent agreement or breach thereof shall be settled by the sole Arbitrator who may be appointed with the consent of both the parties in accordance with the provisions of Arbitration and Conciliation Act, 1966 and any statutory modification or re-enactment thereof. The place of Arbitration shall be New Delhi. The decision of the Arbitrator shall be final and binding upon both the parties. The expenses of the Arbitrator as determined by the Arbitrator shall be shared equally by the Parties. However, the expenses incurred by each Party in connection with the preparation, presentation shall be borne by the Party itself. Arbitration award shall be in writing and shall state the reasons for the award.

28. Instruction for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submit their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “offline” to submit EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it

and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the process of online submission of bid submission or queries relating to the CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk "CPP Card Protection Customers – please call our 24-hour toll-free helpline number 1800-4000 or 6000 or 4000 (prefix STD code)"
2. A pre-bid meeting will be held after floating of tender as per the schedule given in the 'Important Date Sheet'. Interested vendors may choose to attend the pre-bid meeting at their own cost. In case any vendor requires any clarification on the specification, test parameters, etc. they can raise their query in the pre-bid meeting date given in the tender notice.

29. Annexure: Proposal Templates

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

Forms to be used in Pre-Qualification Proposal

- Form 1: Compliance Sheet for Pre-qualification Proposal
- Form 2: Particulars of the Bidders
- Form 3: Letter of Proposal
- Form 4: Declaration of Non Blacklisting
- Form 5: Sales Turnover Format
- Form 6: Details of existing Cafeterias/Restaurants
- Form 7: Bank Guarantee Format

Forms to be used in Technical Proposal

- Form 8: Compliance Sheet for Technical Proposal
- Form 9: Tender Acceptance Letter
- Form 10: Team Composition and their Availability
- Form 11: Curriculum Vitae (CV) of Key Personnel
- Form 13: Bid security declaration
- Form 14: Proposed approach and Methodology

Forms to be used in Financial Proposal

- Excel File provided in the e-procurement Portal
- Form 12: Format of Financial Proposal
(Format is for reference only. Bidder need to fill the excel file provided in the e-procurement portal)

Other Annexures

- Layouts of the Cafeteria
- List of Kitchen Equipment

**RFP FOR OPERATING THE CAFETERIA AT NATIONAL GALLERY OF MODERN
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Form 1: Compliance Sheet for Pre-qualification Proposal

Sr. No.	Basic Requirements	Documents Required	Compliance (Yes/No)	Reference and Page No.
1	Letter of Proposal	As per Form-3		
2	EMD	Scanned copy of EMD to be uploaded and physical original of Demand Draft / Banker's Cheque or Bid Declaration certificate as per RFP format.		
3	Particulars of the Bidder	As per Form-2		
4	Legal Entity	Copy of Certificate of Incorporation / Registration Certificate, PAN Card and GST Registration Certificate		
5	Sales Turnover (for last three completed FY)	Extracts from the audited Balance sheet and Profit & Loss; and Certificate from the statutory auditor/CA clearly mentioning the Average Annual Sales Turnover should be from services related to restaurant or food providing services. (As per Form-5)		
6	For MSME /Startup	Copy of valid MSME registration certificate or DPIIT recognized certificate /documents		
6	Bidders Experience/ Capability	Copy of Proof of Establishment indicating is having experience in operating restaurants for atleast 3 years. Details of existing Cafeterias/Restaurants as per the RFP specified format (As per Form 6)		
7	Non-Blacklisting Declaration	A Self Certification as per the RFP specified format		
8	Power of Attorney/Letter of Authorization	Power of Attorney/Letter of Authorization as specified in the RFP.		

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Form 2: Particulars of the Bidder

Sl. No.	Information Sought	Details to be Furnished	Reference and Page No.
1	Name and address of the bidding Company/Firm		
2	Incorporation status of the Company (public limited / private limited/LLP etc.)		
3	Year of Establishment		
4	Date of Registration		
5	ROC Reference No.		
6	Details of company registration		
7	Details of registration with appropriate authorities for GST		
8	Name, Address, email, Phone nos. and Mobile Number of Contact Person		

..... Name of the Bidder

..... Signature of the Authorized Signatory

..... Name of the Authorized Signatory

Place: _____ Date: _____

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Form 3: Letter of Proposal

(On the Letterhead of the Company)

Date, Place

To,
The Director General
National Gallery of Modern Art (NGMA)
Jaipur House, India Gate Circle
New Delhi -110003

Subject: Submission of the Prequalification and Technical bid for <provide name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide services of operating the cafeteria at NGMA <provide name of the engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Prequalification and Technical bid.

We hereby declare that all the information and statements made in this Prequalification and Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the running of cafeteria related to the assignment not later than the date to be indicated in Lol /LoA.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 90 days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

..... Name of the Bidder

..... Signature of the Authorized Signatory

..... Name of the Authorized Signatory

Place: _____ Date: _____ Seal: _____

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Form 4: Declaration of Non-Blacklisting

(on non-judicial stamp paper of Rs.100/- or on the Letterhead of the Company)

I _____ Proprietor/Director/Partner/Authorised Signatory of the company/firm
M/s _____ do hereby solemnly affirm that our firm M/s _____ has not
been currently blacklisted by any Central or State Government Organization or PSU or
other public funded government institution and have not faced forfeiture of EMD/ PBG by
any organization/ institution during the past three years.

..... Name of the Bidder

..... Signature of the Authorized Signatory

..... Name of the Authorized Signatory

Place: _____ Date: _____

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Form 5: Turnover Format

Annual Sales Turnover generated from services related to Running a restaurant or providing food Services during each of the last three financial years
(in INR Lakhs):

FY (17-18)	FY (18-19)	FY (19-20)	Average

Signature of Authorised Signatory: Seal:
Full Name:
Address:

Signature of CA with Registration No:

RFP FOR OPERATING THE CAFETERIA AT NATIONAL GALLERY OF MODERN
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Form 6: Details of existing Cafeterias/Restaurants

TENDER NO.

Location

Name of the Restaurant

Date of establishment

Details of cuisines served

Number of staff

Qualification & experience of key Staff

Turnover (Rs. In Lakhs)
For last 3 years

Whether on license basis?
If yes, name of licensor.

Signature

Name of Authorized Signatory

Date

Place

Office Seal

(If there are multiple restaurants and/or cafeteria being operated by the Applicant, information regarding each such cafeteria/restaurant shall be submitted separately. Photocopies of this sheet may be used for this purpose.)

Form 7: Bank Guarantee Format

<<Bank Guarantee format shall be provided with LOA/LOI>>

**RFP FOR OPERATING THE CAFETERIA AT NATIONAL GALLERY OF MODERN
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Form 8: Compliance Sheet for Technical Proposal

Sr. No.	Criteria	Supporting Documents	Bidders Response	Reference & Page No.
1	Years of Operation	Copy of Proof of Establishment indicating is having experience in operating restaurants for at least 3 years. Details of existing Cafeterias/Restaurants as per the RFP specified format (As per Form 6)		
2	Turnover (for last three completed FY)	Extracts from the audited Balance sheet and Profit & Loss; and Certificate from the statutory auditor/CA clearly mentioning the Average Annual Sales Turnover should be from services related to restaurant or food providing services. (As per Form-5)		
3	Bidders Capability	<ul style="list-style-type: none"> • Work Order /Agreement for operating cafeteria • Details for experience for operating Cafeteria or restaurants as per RFP format • Copy of publications need to be provided • Copy of award • Copy of review in media, references etc. (in last 3 years) • Copy of references /documents related to contemporary interpretations and celebrating cooking as craft • Citation for proposed approach and Methodology 		
3.	Manpower Experience	Certificate as per the RFP specified format		

**RFP FOR OPERATING THE CAFETERIA AT NATIONAL GALLERY OF MODERN
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4.	Sample Menu	<p>Sample Menu for Visitors (Attach in separate sheet)</p> <p>Sample Menu for working meals for NGMA officials and its price (For the meals specified in the RFP) (Attach in separate sheet)</p>		

**RFP FOR OPERATING THE CAFETERIA AT NATIONAL GALLERY OF MODERN
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Form 9: Tender Acceptance Letter

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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned
'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above-mentioned website(s).

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

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**RFP FOR OPERATING THE CAFETERIA AT NATIONAL GALLERY OF MODERN
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Form 10: Team Composition and their Availability

In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical staff.

Name of Staff with Qualification and Experience	Area of Expertise	Position Assigned	Task Assigned	Time Committed for the Engagement

RFP FOR OPERATING THE CAFETERIA AT NATIONAL GALLERY OF MODERN ART, NEW DELHI

Form 11: Curriculum Vitae (CV) of Key Personnel

Name of Firm:

Position in the Firm:

Name of Staff:

Date of Birth:

Date of Joining:

Total No. of years of experience:

Total No. of years with the firm:

Nationality:

Education & Certification:

Duration From (MMM-YYYY) – To (MMM-YYYY)	Name of Institution/ College/ Affiliated University	Degree/ Diploma/ Certification with Specialization details

Membership of Professional Associations/ Trainings:

Countries of Work Experience:

Languages:

Language	Speaking	Reading	Writing

Employment Record:

Firm	From – To Date	Designation / Role	Location

Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

Name of assignment or project: Year: Location: Client: Main project features: Positions held: Value of Project: Activities performed:
Name of assignment or project: Year: Location: Client:

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Main project features:

Positions held:

Value of Project:

Activities performed:

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience.

Signature of staff member or authorised signatory of the firm:

Note: Submission of proposed Supervisor and cooks' Resume is mandatory

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Form 12: Format of Financial Proposal

Description of work	Rate (In Rupees-Both in figures and words)
Monthly License Fee payable to NGMA for operating the cafeteria at NGMA, Delhi as per Scope of Work	

*Excluding GST and other applicable taxes

Note:

- i. GST shall be paid at prevailing rate at the time of billing
- ii. Deduction of all statutory and necessary Tax from each bill will be made as per Government Order prevailing at the time of payment. Necessary tax deduction certificate will be issued on demand by the Company.

Bid Securing Declaration

Form Date: _____ Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____ (insert signature of person whose name and capacity are shown)
in the capacity of _____ (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

Form 14: Proposed Approach & Methodology

Approach, methodology and design are key components of the Proposal. You are suggested to present Approach and Methodology divided into the following sections:

Understanding of the project
Approach and Methodology

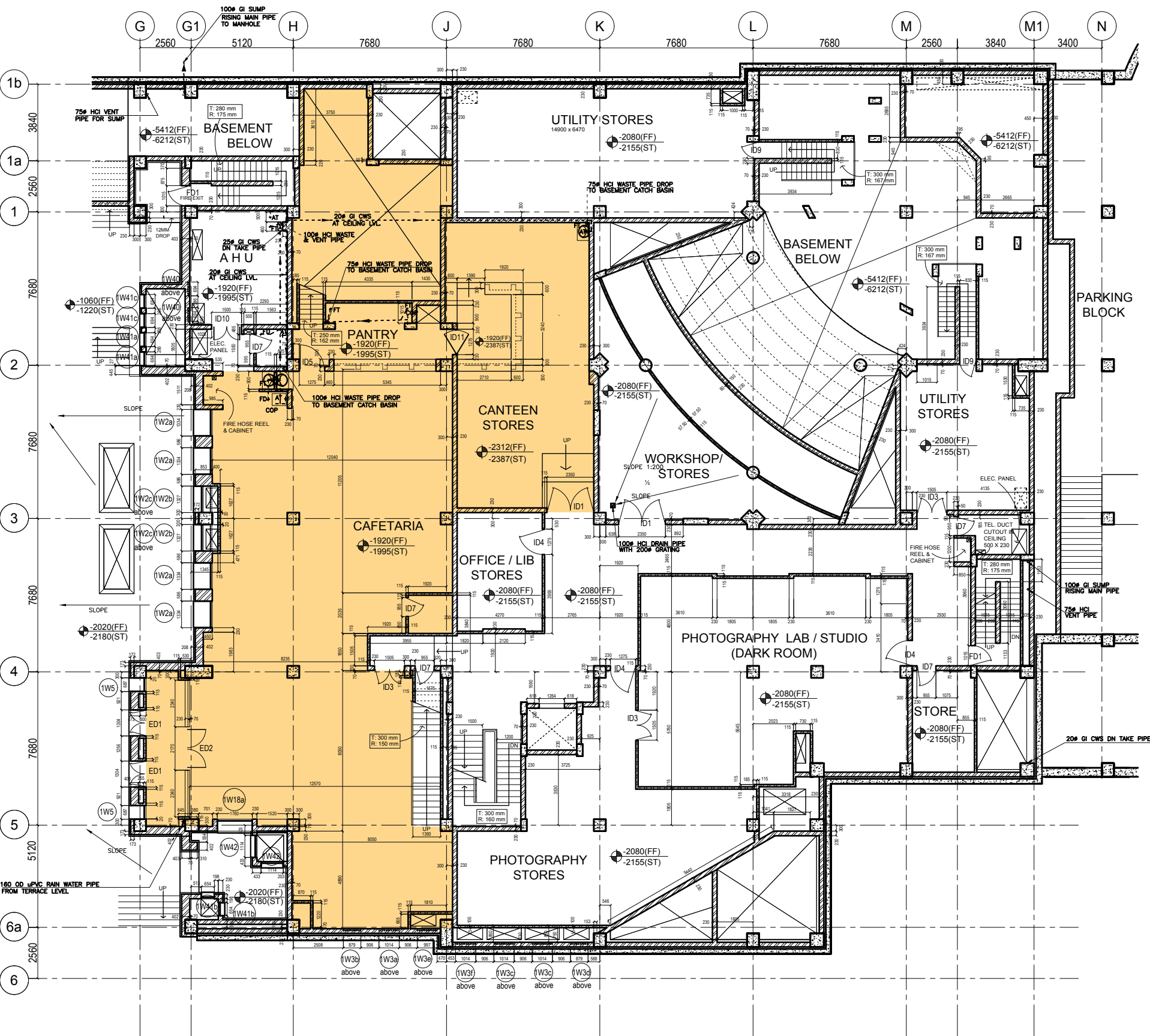
Approach and Methodology:

You should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.

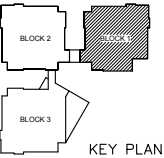
You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies & propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

The approach for running Cafeteria may include proposed design perspective and approach for cooking as Craft (celebrating cooking as craft) including those supporting expertise, experience or ideas, related to regional Indian cuisines and their Contemporary interpretation.

COMPLETION
DRAWING



NOTES
1. All dimensions are in mm
2. All dimensions are to be read and not measured



DOOR SCHEDULE				
NAME	WIDTH	LINTEL	TYPE	
(W)	(L)			
ID1	2350	2412	DS2	
ID3	1505	2412	DS2	
ID4	1275	2412	DS1	
ID5	1275	2112	DS1	
ID7	955	2112	DS1	
ID9	830	2112	DS1	
ID10	1500	2412	DS1	
ID11	1275	2112	DS3	
FD1	1015	2112	DS1	
ED1	1304	3165		
ED2	2170		As / elevation	

WINDOW SCHEDULE				
NAME	WIDTH	HEIGHT	SILL	LINTEL TYPE
(W)	(H)	(S)	(L)	
1W2a	1334	2212	-1680	532 WL1
1W2b	1327	500	-1680	-1180 WFF
1W2c	1327	1555	-1023	532 WL1
1W3a	1014	480	1200	1680 WL1
1W3b	879	480	1200	1680 WL1
1W3c	1014	480	1200	1680 WFF
1W3d	879	480	1200	1680 WFF
1W3e	997	480	1200	1680 WFF
1W3f	1014	480	1200	1680 WFF
1W5	687	2765	-1520	1245 WL1
1W18a	1759	2925	-1680	1245 WL1
1W40	654	692	520	1212 WFF
1W41a	694	692	-820	-128 WL1
1W41b	654	612	-1780	-1168 WFF
1W41c	654	692	-820	-128 WFF
1W42	1114	612	-1780	-1168 WFF

PROJECT TITLE
NEW WING,
NATIONAL GALLERY
OF MODERN ART
JAIPUR HOUSE, INDIA GATE, NEW DELHI

SHEET TITLE
BLOCK - I
PLAN LVL -2080, -1920
ARCHITECT'S SIGNATURE

A. R. RAMANATHAN
C.A No. 82/6726
CLIENT'S SIGNATURE

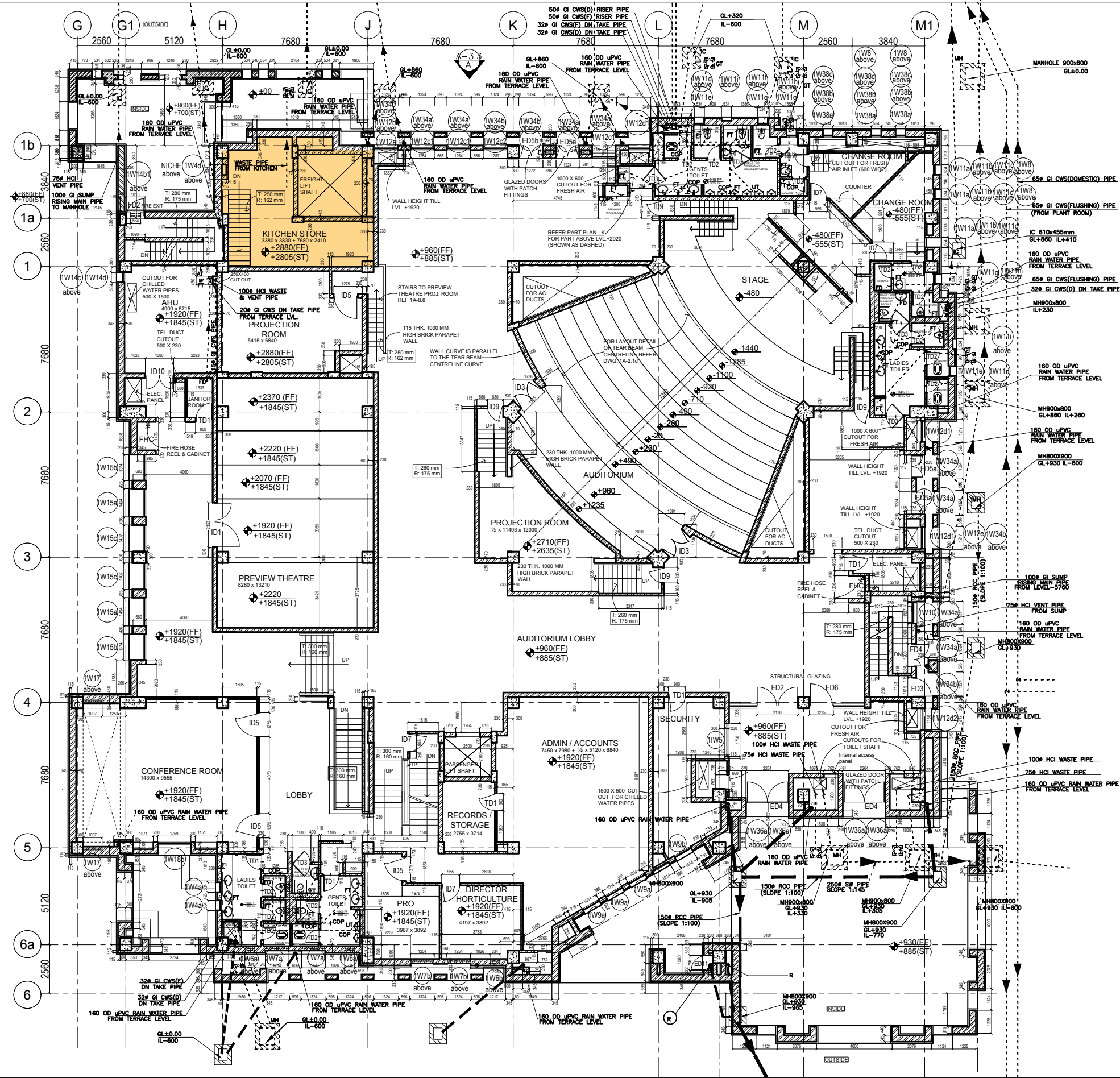
DIRECTOR
NATIONAL GALLERY OF MODERN ART
NEW DELHI

SCALE 1:100
DATE 17/07/2008 DRAWN SID

DRG NO. 1A-2.2

T E
Nilgiri Apartments, Alaknanda, New Delhi 110019

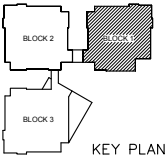
COMPLETION
DRAWING



DOOR SCHEDULE				
NAME	WIDTH (W)	LINTEL (L)	TYPE	
ID1	2360	2412	DS2	
ID3	1505	2412	DS2	
ID5	1275	2112	DS1	
ID6	1870	2152	DS2	
ID7	955	2112	DS1	
ID8	1025	2152	DS1	
ID9	830	2112	DS1	
ID10	1500	2412	DS1	
FD2	1015	2272	DS1	
FD3	1015	2412	DS1	
FD4	1200	2412	DS2	
TD1	900	2112	DS1	
TD2	750	2112	DT1	
TD3	1000	2112	DT2	
TD4	624	2112	DT1	
ED2	2170	As / elevation	-	
ED4	2264	2400	-	
ED5a	1224	2400	-	
ED5b	1272	2400	-	
ED6	1275	As / elevation	-	
ED11	798	2202	-	

WINDOW SCHEDULE				
NAME	WIDTH (W)	HEIGHT (H)	SILL (S)	LINTEL (L) TYPE
1W4a	534	492	4443	4935 WFF
1W4d	534	492	4320	4812 WFF
1W6a	534	1245	3840	5085 WFF
1W6b	534	1245	3840	5085 WD2
1W7a	1254	1188	3897	5085 WD2
1W7b	1254	1188	3897	5085 WP1
1W8	1254	1195	3890	5085 WD2
1W9a	1014	2205	2880	5085 WP1
1W9b	1014	2205	2880	5085 WP1
1W10	1127	2160	1200	3360 WL1
1W11a	534	492	1200	1692 WD2
1W11b	534	492	2160	2652 WL1
1W11c	534	492	3120	3612 WL1
1W11d	534	492	3120	3612 WFF
1W11e	534	492	2160	2652 WFF
1W11f	534	492	3120	3612 WD2
1W11g	534	492	2160	2652 WD2
1W11h	534	492	3120	3612 WFF
1W12a	1287	720	1200	1920 WFF
1W12b	1287	1283	2077	3360 WL1
1W12c	1254	2160	1200	3360 WL1
1W12d	1287	2160	1200	3360 WL1
1W12e	1127	720	1200	1920 WFF
1W12f	1160	720	1200	1920 WFF
1W12g	1127	1283	2077	3360 WL1
1W14b	534	1005	4080	5085 WD2
1W14c	534	1005	4080	5085 WFF
1W14d	534	972	2160	3132 WFF
1W15a	1494	2925	2160	5085 WD2
1W15b	1374	2925	2160	5085 WD2
1W15c	1407	2925	2160	5085 WD2
1W17	1007	2842	3880	6732 WD2
1W18b	1759	2652	2160	4812 WL1
1W34a	1254	1188	3897	5085 WD2
1W34b	1287	1188	3897	5085 WD2
1W35a	1050	915	3897	4812 WD2
1W36a	534	492	1200	1692 WFF
1W36b	534	492	2160	2652 WFF
1W38	534	492	2160	2652 WFF
1W38a	534	492	3120	3612 WFF
1W5	1750	1512	1860	3372 WI1

NOTES
1. All dimensions are in mm
2. All dimensions are to be read and not measured



PROJECT TITLE
NEW WING,
NATIONAL GALLERY
OF MODERN ART
JAIPUR HOUSE, INDIA GATE, NEW DELHI
SHEET TITLE

BLOCK - I
PLAN LVL +960, +1920
ARCHITECT'S SIGNATURE

A. R. RAMANATHAN
C.A No. 82/6726
CLIENT'S SIGNATURE
DIRECTOR
NATIONAL GALLERY OF MODERN ART
NEW DELHI
SCALE 1:100
DATE 17/07/2008 DRAWN SID

DRG NO. 1A-2.3
T E
Nilgiri Apartments, Alaknanda, New Delhi 110019

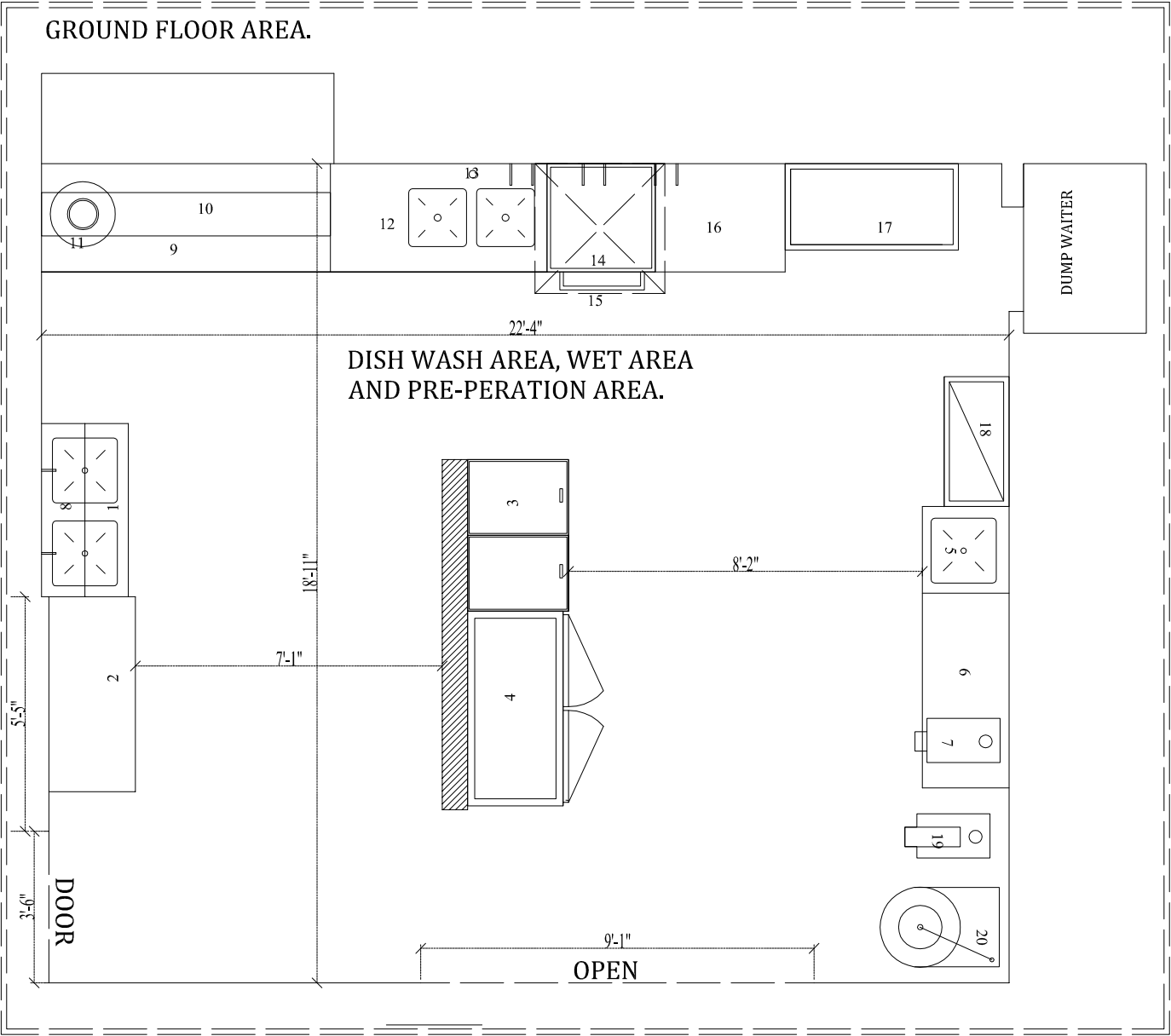
Inventory of Kitchen & other fittings in NGMA Cafeteria

S.N.	Description of Items	Qty
1	Custom fabricated Soiled Dish landing table with garbage chute of Size 2000mm x 750mm x 850mm made in 16 SWG grade of 304 stainless steel, Garbage Chute made in 18 SWG SS 304, vertical pipe 38 mm dia with stainless steel adjustable feet angle frame work 38 x 38 mm stainless steel, SS adjustable feet etc.	1
2	Custom fabricated Glass Rack shelves of Size 2000mm x 300mm x 600mm made in 18 SWG grade of 304 stainless steel with 5 shelves, vertical pipe 38 mm dia with stainless steel adjustable feet angle frame work 38 x 38 mm stainless steel, SS adjustable feet etc.	1
3	Stainless Steel Refuse bin of size of 18" dia and 900mm height.	1
4	Custom Fabricated Pre rinse 2 sink wash unit of size 1500mm x 750mm x 850mm + 150mm with cross bracing made of 16 SWG grade 304 stainless steel angle frame works pipe 40mm dia stainless steel, sink size - 450mmX450mmX 300mm complete with provision of hot & cold faucet, SS adjustable feet etc.	1
5	Pre rinse faucet- deck mounted-imported.	1
6	Hood type dish washer machine-imported.	1
7	Vapour Hood of size 900mm x 900mm x 400mm made of 20 SWG with Stainless Steel filters/oil collection tray ,bulk. head light etc. complete as reqd	1
8	Wiping table of size 900mm x 750mm x 850mm +150mm with intermediate bottom shelf, Top made of Stainless Steel 16 SWG of grade 304, with 2 Nos. intermediate bottom shelf made of 18 SWG vertical pipe 38 mm dia with Stainless Steel adjustable feet angle frame work 38 mmx38 mm Stainless Steel,	1
9	Clean Pot rack of size 1200mm x 600mm x 1500mm made in 18 SWG grade of 304 stainless steel pipe with 3 pipe shelves, vertical pipe 38 mm dia with stainless steel adjustable feet angle frame work 38 x 38 mm stainless steel, SS adjustable feet etc.	1
10	Clean dish rack of size 900mm x 450mm x 1500mm made in 18 SWG grade of 304 stainless steel with 5 shelves, vertical pipe 38 mm dia with stainless steel adjustable feet angle frame work 38 x 38 mm stainless steel, SS adjustable feet etc.	2
11	Custom Fabricated stainless steel Table with Sink of Size 1200mm x 900mm x 850mm + 100mm. unit with top 16 SWG grade of 304 stainless steel under shelf, 18 SWG stainless steel, pipe 40 dia mm stainless steel, sink Size 450mm x 450mm x 300mm etc.	1
12	Custom Fabricated Hot plate Electrical Operated of Size 1200mm x 900mm x 850mm + 100mm with plate top made of MS 20 mm thick, stainless steel angle frame work , pipe 40 mm dia stainless steel with outer paneling 20 SWG stainless steel SS adjustable feet, front paneling 18SWG SS having one under shelf of rated power 9 KW fitted with thermostat and rotary switch suitable for operation on 220 V +- 10%, 50 Hz, AC supply i/c connections.	1
13	Spreader table with u/s of size 600mm x 900mm x 850mm + 100mm with intermediate bottom shelf Top made of Stainless Steel 16 SWG of grade 304, with 2 Nos. intermediate bottom shelf made of 18 SWG vertical pipe 38 mm dia with Stainless Steel adjustable feet angle frame work 38 mmx38 mm Stainless Steel etc.	1

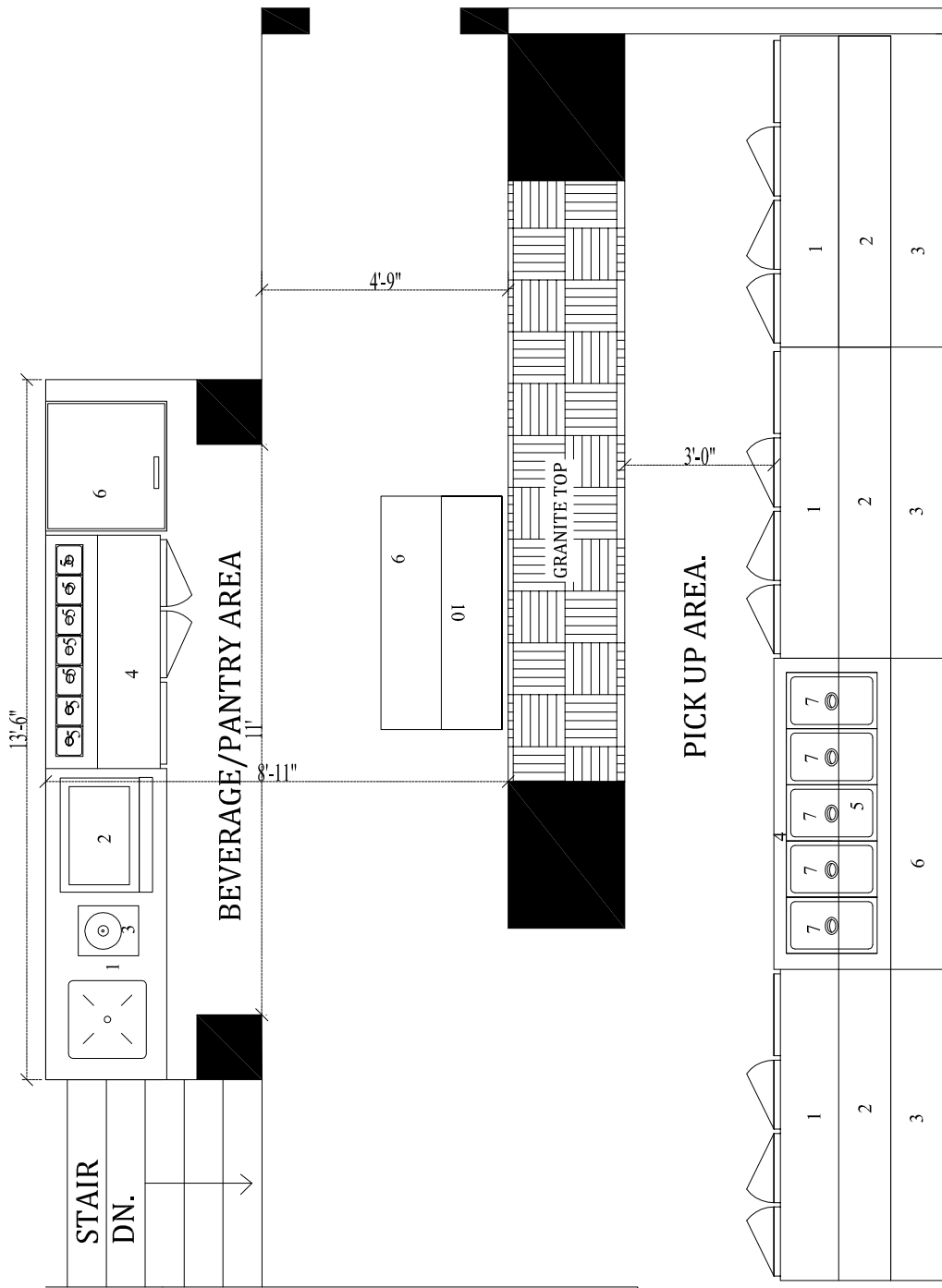
14	Custom Fabricated 3 Coil Electric operted Indian range with curry of size 1800mm x 900mm x 850mm + 100mm with Plate top made of MS 20 mm thick, stainless steel angle frame work , pipe 40 mm dia stainless steel with outer paneling 20 SWG stainless steel SS adjustable feet, front paneling 18SWG SS having one under shelf rated power 9 KW fitted with thermostat and rotary switch suitable for operation on 220 V +- 10%, 50 Hz, AC supply i/c connections.	1
15	Custom Fabricated Free standing sink of Size 600mm x 900mm x 850mm + 100mm. with cross bracing made of 16 SWG grade 304 stainless steel angle frame works pipe 40mm dia stainless steel, sink size - 375mmX375mmX300mm complete with provision of hot & cold faucet, SS adjustable feet etc.	1
16	Custom Fabricated Tandoor Charcol with Size 900mmx900mmx 850mm+100mm with wheel Top made of Stainless Steel of 16 SWG, outer paneling 20 SWG Stainless Steel etc.	2
17	Tandoor Table of size 600mm x 900mm x 850mm + 100mm with intermediate bottom shelf Top made of Stainless Steel 16 SWG of grade 304, with 2 Nos. intermediate bottom shelf made of 18 SWG vertical pipe 38 mm dia with Stainless Steel adjustable feet angle frame work 38 mmx38 mm Stainless Steel of grade etc.	1
18	Skewer hanger of size 1200mm long made of pipe 38 mm dia with Stainless Steel etc. .	1
19	S.S Exhaust Hood without Ducting, Hanging, Suctions systems of size 2000mm x 1100mm x 450mm. made of 20 SWG grade with Stainless Steel filters/oil collection tray ,bulk head light etc.	4
20	Table with Sink of Size 1500mm x 750mm x 850mm + 100mm. unit with top made of 16 SWG grade of 304 stainless steel under shelf, 18 SWG stainless steel, pipe 40 dia mm stainless steel, sink Size 450mm x 450mm x 300mm etc.	1
21	Single Coil Cooking electric range of Size 750mm x 750mm x 600mm. with top made of 16 SWG 304 stainless steel, stainless steel angle frame work, pipe 40 mm nominal dia stainless steel, Pan support cast iron 400 x 400, outer paneling 20 SWG stainless steel, SS adjustable feet, front paneling 18SWG SS. having one under shelf rated power 3 KW fitted with thermostat and rotary switch suitable for operation on 220 V +- 10%, 50 Hz, AC supply i/c connections.	2
22	Work table with u/s of size 2250mm x 750mm x 850mm + 100mm with intermediate bottom shelf Top made of Stainless Steel 16 SWG of grade 304, with 2 Nos. intermediate bottom shelf made of 18 SWG vertical pipe 38 mm dia with Stainless Steel adjustable feet angle frame work 38 mmx38 mm Stainless Steel etc.	1
23	S.S Exhaust Hood without Ducting, Hanging, Suctions systems of size 2100mm x 1000mm x 450mm made of 20 SWG with Stainless Steel filters/oil collection tray ,bulk head light etc.	1
24	Pick up 3 door under counter refrigerator of Size 1800mm x 700mm x 850mm Top made of Stainless Steel with emersion make compressor to maintain temperature of -5degree suitable for 220 V, 50Hz, AC supply etc.	3
25	2 Tier Over head shelve with food warmer of Size 1800mm x 300mm x 350mm + 250mm Over head shelf made of 18SWG, along with desired electrical load.	2

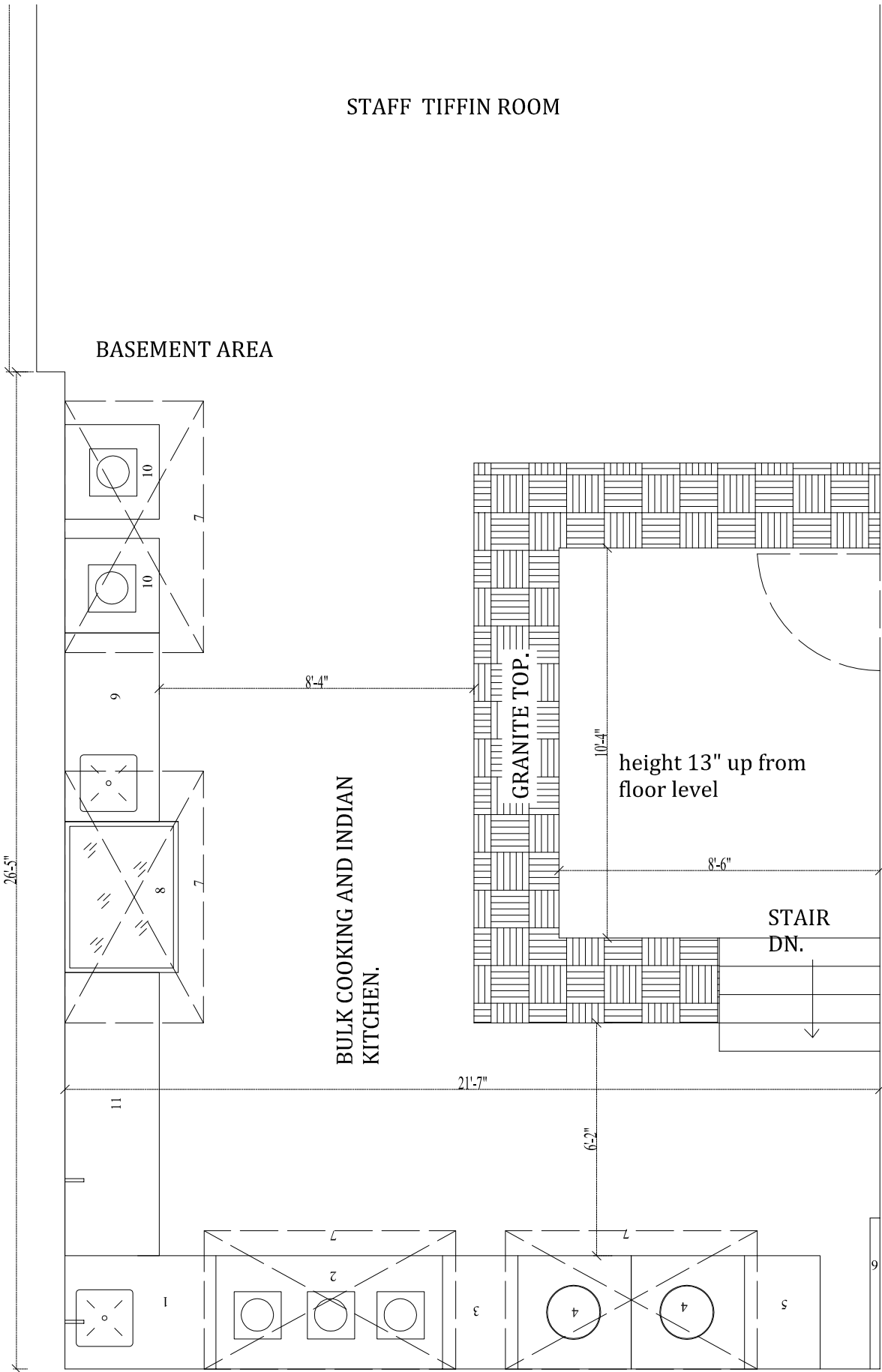
26	Tray slide attachment with open shelving of size 1800mm x 300mm x 800mm made of pipe 38 mm dia with Stainless Steel.	3
27	Pick up Hot Bain Marie counter of size 1800mm x 700mm x 850mm with provision of 05 Nos. GN pan Tank of size 1/1 x 150 made up of 16 SWG Paneling with 20 SWG stainless steel with angle frame work, pipe 40 mm dia stainless steel, SS adjustable feet, front paneling 18SWG SS etc.	1
28	Two Tier O/s with food warmer of Size 1800mm x 300mm x 350mm + 250mm Over head shelf made of 18SWG, complete as reqd along with desired electrical load.	1
29	Tray slide attachment with open shelving of size 1800mm x 300mm x 800mm made of pipe 38 mm dia with Stainless steel etc.	1
30	G N Pans with Lids of size GN 1/1 x 150mm.	5
31	Pulveriser/ Gravy machine with 2.0 HP motor of not less than 30 Ltr capacity made with grinding chamber of SS and electric operated suitable for operation on 220 V +- 10%, 50 Hz, AC supply i/c connections.	1
32	Wet grinder of not less than 10 Ltr capacity made of stainless steel body, hard rock drum and electric operated gear box and motor etc. suitable for operation on 220 V +- 10%, 50 Hz, AC supply i/c connections.	1
33	Custom Fabricated Two Sink unit of Size 1200mm x 600mm x 850mm + 150mm. with cross bracing made of 16 SWG grade 304 stainless steel angle frame works pipe 40mm dia stainless steel, sink size - 450mmX450mmX 300mm complete with provision of hot & cold faucet, SS adjustable feet etc.	1
34	Preparation table with u/s of Size 1350mm x 600mm x 850mm + 150mm.with intermediate bottom shelf Top made of Stainless Steel 16 SWG of grade 304, with 2 Nos. intermediate bottom shelf made of 18 SWG vertical pipe 38 mm dia with Stainless Steel adjustable feet angle frame work 38 mmx38 mm Stainless Steel etc.,	1
35	Chest Freezer, 300 litres Capacity suitable for 220V, 50Hz. AC Supply etc.	1
36	4 door Vertical refrigerator of size 1200mm x 750mm x 2100mm.made of Stainless Steel , with emersion make compressor to maintain temperature of -5degree suitable for 220 V, 50Hz, AC supply etc.	1
37	Free standing sink of Size 600mm x 600mm x 850mm + 150mm. with cross bracing made of 16 SWG grade 304 stainless steel angle frame works pipe 40mm dia stainless steel, sink size - 375mmX375mmX 300mm complete with provision of hot & cold faucet, SS adjustable feet etc.	1
38	Preparation table with u/s of size 1350mm x 600mm x 850mm + 150mm..with intermediate bottom shelf Top made of Stainless Steel 16 SWG of grade 304, with 2 Nos. intermediate bottom shelf made of 18 SWG vertical pipe 38 mm dia with Stainless Steel adjustable feet angle frame work 38 mmx38 mm Stainless Steel etc.	1
39	Meat mincer of standerd size machine with motor and electric operated suitable for operation on 220 V +- 10%, 50 Hz, AC supply i/c connections	1
40	Wall shelf of size 1200mm x 300mm. made in 18 SWG stainless steel etc.	1
41	SS Palletes platefoam of Size 1200mm x 300mm x 75mm made of SS pipe 38mm.	3
42	SS Potato / Onion Bin of Size 900mm x 600mm x 850mm made of SS wiremesh with shutters and middle vertical partition with top made of 18 SWG SS with hinge.	1

43	SS Store Rack - 5 Tier of Size 900mm x 450mm x 1800mm. made in 18 SWG grade of 304 stainless steel with 5 shelves, vertical pipe 38 mm dia with stainless steel adjustable feet angle frame work 38 x 38 mm stainless steel, SS adjustable feet etc.	6
44	SS Atta Maida Bin of size 450mm x 450mm x 850mm. Made of 18SWG Stainless Steel complete.	2
45	Work table with sink of Size 1800mm x 700mm x 850mm + 100mm unit with top 16 SWG grade of 304 stainless steel under shelf, 18 SWG stainless steel, pipe 40 dia mm stainless steel, sink Size 450mm x 450mm x 300mm etc.	1
46	Automatic Coffee M/c Espresso bar with coffee grinding-and electric operated suitable for operation on 220 V +- 10%, 50 Hz, AC supply i/c connections.	1
47	Blender-and electric operated suitable for operation on 220 V +- 10%, 50 Hz, AC supply i/c connections.	1
48	Make line refrigeration of size 1350mm x 700mm x 850mm + 100mm.Top made of Stainless Steel with emersion make compressor to maintain temperature of -5degree celsius suitable for 220 V, 50Hz, AC supply with provision of cold GN pans of 1/6 100mm.	1
49	GN Pans with lids of Size GN 1/6 x 100mm.	7
50	Chest opening freezer made up of 22 SWG of Stainless Steel body and storage capacity, not less than 200 ltrs with glass door, having sealed compressor of emersion make, R-134a Refrigerant to maintain inside temperature -20 degree C, suitable for operation on 220 V +- 10%, 50 Hz, AC supply i/c connections etc.	1
51	325 ltrs Visi Cooler and electric operated suitable for operation on 220 V +- 10%, 50 Hz, AC supply i/c.	1
52	Utility Rack of size 600mm x 600mm x 1500mm. made in 18 SWG grade of 304 stainless steel with 5 shelves, vertical pipe 38 mm dia with stainless steel adjustable feet angle frame work 38 x 38 mm stainless steel, SS adjustable feet etc.	1
53	Pick up Counter of size 1350mm x 700mm x 850mm.with intermediate bottom shelf Top made of Stainless Steel 16 SWG of grade 304, with 2 Nos. intermediate bottom shelf made of 18 SWG vertical pipe 38 mm dia with Stainless Steel adjustable feet angle frame work 38 mmx38 mm Stainless Steel, SS three side covering made of 20 SWG etc.	1
54	2 Tier Over head shelve of size 1350mm x 300mm x 600mm.300mm x 350mm + 250mm Over head shelf made of 18SWG.	1



BASEMENT AREA.





FIRST FLOOR

