

**North Delhi Municipal Corporation
Remunerative Project Cell
16TH Floor, Dr. SPM Civic Centre,
JLN Marg, New Delhi -110002.**

(CORRIGENDUM TO TENDER DOCUMENT NO.ADC/RPCeII/2014/D-305 dt 25.07.2014)

No. ADC(RPC)/2014/D-473

Dated: 02.09.2014

Dear Prospective Bidders,

Sub: Corrigendum - Revised Provision/ Clarification/ Insertion of New Clause to Tender for “Appointment of a Caterer, on annual license basis, to Provide Catering Services in the Canteen of North DMC”– Reg.

1. The Prospective Bidders should take note of the following Revised Provision/ Clarification/ Insertion of New Clause to the Tender Document relating to above mentioned Tender while preparing their Bids:

S. No.	Clause No.	Existing Provision	Revised Provision/ Clarification/ Insertion of New Clause
1	Clause 30.5 under Section II – Instructions to Bidders	Criteria for Determination of the Best Evaluated License Bid: The Bidder, who has quoted the highest License Fee, will be evaluated as the Best Evaluated Bid (H1) .	Criteria for Determination of the Best Evaluated License Bid: The Bidder, who has quoted the highest License Fee, will be evaluated as the Best Evaluated Bid (H1). In case the Bidder of Best Evaluated Bid (H1) has not quoted the lowest charges for Take Away order then such Bidder shall have to match the lowest charges quoted by any other bidder for Take Away order.
2	Clause 30.6	None	Following new Clause 30.6 is inserted after Clause 30.5 : 30.6 Tie-Breaking Criteria: In the event of a tie in the Highest License Fee quoted by two or more Bidders, the Bid of Bidder who has quoted the lowest charges for Take Away orders shall be determined to be the Best Evaluated Bid (H1). However, in case of a further tie of such Highest License Fee Bidders on account of the same charges quoted by them for Take Away orders, the Best Evaluated Bid shall be determined on the basis of “ the Bidder with highest average Annual Financial Turnover (Gross) from catering services, during each of the last two consecutive financial years, i.e., 2012-13 and 2013-14. ”
3	Clause 11.2 of Section III – General Conditions of Contract	The initial period the contract will be one year which is extendable annually, at the discretion of North D.M.C, upto 5 years including the initial period of one year , after reviewing the performance of the Caterer. In case the period of contract is extended beyond one year, the 10% additional License Fee will be charged for the second year. For subsequent extensions, if any, there will be further enhancement of 10% in License Fee over the License Fee for the previous year.	The initial period the contract will be two years which is extendable annually, at the discretion of North D.M.C, upto 5 years including the initial period of two years , after reviewing the performance of the Caterer. In case the period of contract is extended beyond two years, the enhanced 10% License Fee will be charged for the third year. For subsequent extensions, there will be further enhancement of 10% in License Fee over the License Fee for the previous year.”
4	License Bid Letter – Section V – License Bid	License Bid Letter	The Prospective Bidders should submit their License Bid Letter in the Revised License Bid Letter Format attached herewith as Annexure A. – Revised License Bid Letter Format

The prospective bidders are also advised to visit the website “www.mcdonline.gov.in” for further information on the above mentioned Tender.

Administrative Officer (R.P. Cell)

Annexure A. – Revised License Bid Letter Format

Form V – Revised License Bid Letter

To,

The Administrative Officer,
Remunerative Project Cell (R. P. Cell),
North Delhi Municipal Corporation,
16th Floor, Dr. SP Mukherjee Civic Centre,
JL Nehru Marg, Minto Road,
New Delhi - 110002.

Dear Sir,

**Subject: Tender No. _____ dated _____.2014 -
Appointment of a Caterer to Provide Catering Services in the Canteen of
North D.M.C - License Bid - regarding**

1. We, the undersigned, offer our Bid for “**Appointment of a Caterer to Provide Catering Services in the Canteen of North D.M.C**” in accordance with your above mentioned Tender. We are hereby submitting our Bids, which include this License Bid along with the requisite Tender Document cost and Earnest Money Deposit (EMD)/ Bid Security in the form of a Bank Demand Draft/ Pay Order.
2. We declare that we have experience in running catering/ canteen facilities.
3. **We are aware that the license fee is Rs. _____ (Rupees _____ only) per month is excluding electricity, cooking gas and water charges.**
4. We hereby offer to provide catering services in the canteen of North D.M.C at the License Fee mentioned below in **para 8** at the rates decided by North D.M.C and listed in “**Schedule I – Schedule of Rates/ Quantities**”.
5. We hereby undertake that the various Food/ Beverage Items will be sold/ prepared and served, as per the rates decided by North D.M.C, which are listed in “**Schedule I - Schedule of Rates/ Quantities**” enclosed herewith. Further, our charges for **Take Away Order** are as under:

S.No.	Details	Charges [in percentage (%) of the value of Take Away Order]	
		In Figures	In Words
1	Charges for value of the Take Away Order		

Note: Transparent Cellophane Tape should be pasted over the Charges quoted, in figures and words, failing which the Financial Bid may be treated as non-responsive.

We also hereby undertake that Charges of Take Away Order (s) shall not exceed 10% of the value of any Take Away Order.

6. **Date of Commencement of Catering/ Canteen Services:** We do hereby undertake that, in the event of acceptance of our bid, the catering/ canteen services shall be made **within 15 days of the issue of work order** and that we shall perform all incidental services.
7. We also hereby undertake that, in the event of acceptance of our bid, **Electricity (including generator back-up), PNG and Water bill shall be borne by us on the basis of actual usage, derived as per meter/ sub-meter installed by us and that the cost for installation of sub-meter shall also be borne by us.**
8. **License Fee:** Our License Bid is as under:

S.No.	Details	License Fee Per Month (in Rupees)	
		In Figures	In Words
1	License fee excluding electricity, PNG and water charges		

Note: Transparent Cellophane Tape should be pasted over the Total Amount quoted, in figures and words, failing which the Financial Bid may be treated as non-responsive.

9. We agree to abide by our offer for a period of **180 days** from the date fixed for opening of the Technical Bid and that we shall remain bound by a communication of acceptance within that time.
10. We have carefully read and understood the terms and conditions of the Tender Document applicable to this Tender and we do hereby undertake to provide Catering Services in the Canteen of North D.M.C as per these terms and conditions.
11. Certified that the Bidder is:
- a) The Constituted attorney of the company and the person signing the Bids is the constituted attorney of the Company.
- OR**
- b) The Principal Officer or his duly Authorized Representative of the company, and he has the authority to refer to arbitration disputes concerning the business of the Company by virtue of the general power of attorney
- (NOTE : Delete whatever is not applicable. All corrections/ deletions should invariably be duly attested by the person authorized to sign the Bid documents)*
12. Earnest Money Deposit (EMD)/ Bid Security in the form of a **Bank Demand Draft/ Pay Order No.** _____ **dated** _____ issued by the **Bank** _____ for an amount equal to **Rs.** _____ **/- (Rupees _____ only)** drawn in favour of **Commissioner, North Delhi Municipal Corporation** and **payable** at New Delhi is enclosed in the cover containing **Technical Bid**.
13. We do hereby undertake, that, Special Conditions of the Contract, General Conditions of Contract, the Tender Document, and this Bid together with your written acceptance thereof and placement of letter of intent awarding the work, shall constitute a binding contract between us.

Yours sincerely,

Encl: As above

Dated this day of _____, 2014

Signature of Bidder:

Name :
Full Address :
Telephone No. :
Fax No. :
Mail Id. :

Company Seal