

DEEN DAYAL UPADHYAYA COLLEGE
(UNIVERSITY OF DELHI)
SHIVAJI MARG, KARAMPURA,
NEW DELHI-110015

TENDER DOCUMENT FOR COLLEGE CAFETERIA

1. The terms and conditions for the award of contract is annexed as **Annexure I**
2. The tender should be submitted in two parts :
 - (i) Pre-qualification and Technical Bid in a separate sealed envelope duly superscribed and
 - (ii) Financial Bid in another sealed envelope duly superscribed.

The two sealed envelopes containing bids are to be put in a third envelope which should also be sealed and superscribed as "**Tender for College Cafeteria**" and addressed to the "Principal, Deen Dayal Upadhyaya College". The tender is to be submitted with Section Officer (Administration) on or before the last date and time of receipt of the tender.

3. The Pre-qualification and Technical Bid should contain
 - (i) Details of the Tenderer (**Annexure II**)
 - (ii) Bank Draft of Earnest Money Deposit (EMD) drawn in favour of "Principal, Deen Dayal Upadhyaya College". The Tender is liable to be rejected without EMD.
 - (iii) Bank Draft towards cost of tender, in case it is downloaded from college website.
4. The Financial Bids should contain the best competitive rates without any compromise on the quality of the eatables to be served. The Tenderer has to quote for all items given in **Annexure III** else it will be treated as incomplete bid and is liable to be rejected. The overall/total rates (cumulative total for rates quoted for each item) will be considered for awarding the contract.
5. A Committee duly constituted by the College may visit the Tenderer's working place on any day after opening of the Prequalification and Technical Bid and assess the performance/ quality of food items and services provided. The evaluation shall be based on presentation, quality, feedback from clients, service quality, hygiene, cleanliness, efficiency in handling cash transactions etc.
6. The Financial Bids of only those tenderer's will be considered who qualify the Pre-qualification and Technical Bid and are shortlisted on the basis of assessment of the performance by the Committee on its visit.
7. EMD of unsuccessful Tenderers will be returned without interest after the completion of tender process and award of contract.
8. The Tenderer should have an annual turnover above Rs. 50.00 lakhs in any of the previous 3 years to qualify for consideration of his tender.

9. The Tenderer should have 10 years of experience in the catering business, out of which at least 5 years experience should be in running the cafeteria of a reputed educational institution to qualify for consideration of his tender.
10. The Principal reserves the right to accept /reject any or all tenders without assigning any reason thereof.

11. Important Details:

- (i) Cost of Tender Document: : Rs. 500/-
- (ii) Earnest Money/Security Deposit (EMD)*: Rs. 25,000/-
- (iii) Place of Submission : Section Officer (Admin), Deen Dayal Upadhyaya College, Shivaji Marg, Karampura, New Delhi-15
- (iv) Last Date and Time for Submission: **27.06.2016 upto 4.00 p.m.**
- (v) Date, Time and Place of Opening of the Tender: **28.06.2016 at 2.00 p.m.** in the Seminar Hall

* The Earnest Money will have to be paid through Bank Draft drawn in favour of “Principal, Deen Dayal Upadhyaya College”. **The Tender is liable to be rejected without the earnest money.**

Annexure I - TERMS AND CONDITIONS

1. The successful Tenderer ((hereinafter called as the Contractor) shall be required to execute a contract with the College. Under exceptional circumstances the College reserves the right to change any of the terms and conditions mentioned herein as and when warranted. The duration of the contract will be for a period of two years tentatively commencing from 15.07.2016. The contract, however, may be renewed every year thereafter for a further period of two years at the discretion of the College.
2. In case of any dispute arising out of the interpretation of the terms and conditions of the contract, the decision of the Principal of the College shall be final and binding.

Payments to College

3. The Contractor shall be required to furnish a Performance Security at the time of signing of the agreement for an amount of Rs. 1.00 Lakh in the form of an Account Payee DD, Fixed Deposit, or a Bank Guarantee from a commercial bank in favour of “Principal, Deen Dayal Upadhyaya College”. Failure to furnish Performance Security by the Contractor shall constitute sufficient grounds for the annulment of the agreement and forfeiture of Security.
4. The Performance Security shall be kept with the College and it shall be refundable upon termination of agreement. However, if during the agreement, the contractor withdraws his services and/ or fails to discharge his services according to terms & conditions of the agreement and up to the satisfaction of the College, the said security shall be forfeited.
5. The Contractor shall also pay the following sums to the College :

S.No.	Head	Amount(in Rs)
1.	License Fee	Rs. 10,000/- Per annum
2.	Water Charges	Rs. 1,000/- per month
3.	Electricity Charges (for kitchen Area)	on actual basis(sub-meter reading)
4.	Gas Pipe Connection (if used)	on actual basis(meter reading)

Timings/Days

6. The cafeteria shall be kept open on all working days throughout the duration of the agreement. The timings shall be from 8.00 a.m. to 5.30 p.m. The contractor may be asked to provide skeleton services beyond working hours.
7. The Contractor may be asked to open the cafeteria on Sunday(s) and gazetted holiday(s) as per the requirements of the College.
8. The Contractor may also be asked to close the cafeteria temporarily even on working day(s).

Quality and Place of Service

9. The Contractor shall maintain punctuality in providing the services.
10. The Contractor shall provide certain items , out of approved ones, on regular basis in consultation with the Cafeteria Committee. The Contractor shall not be allowed to add any item other than finalized at the time of signing this agreement. However, if he desires to add any item in the list, he must have to seek the permission of the College for the item and its rate as well.
11. The Contractor shall provide services to the members of the College Staff in the Staff Room/Offices/Library/Departments etc.
12. He shall be required to make special arrangement for breakfast/lunch/dinner for the academic, extracurricular activities and/or other activities organized by the college as and when required by the College.

Prices/Rates of Items

13. The rate of each item as approved by the College shall be applicable during the period of agreement. The Contractor shall display approved Rate List and menu conspicuously in/outside the cafeteria premises. No rate will be revised without the approval of the College.
14. The Contractor shall not charge prices more than the approved prices for each item. He shall not sell items on credit. If he sells, then it will be at his own risk.
15. The Contractor may be asked to arrange lunch/meals/refreshments for academic, extracurricular and/or other activities organised by the College at the rates negotiated with the staff of the College.

Quality of Items

16. The Contractor shall comply with rules, regulations and byelaws laid down by Central/State Health Authorities relating to preparation and supply of food items, beverages etc.
17. All materials used by the Contractor for preparation of food items, eatables, beverages, etc. shall be fresh and of wholesome quality.
18. The College shall have the right to reject any or all of the food items and beverages etc. which in the opinion of the College are not of standard quality. The Contractor will immediately make good any loss of items rejected which may arise on this account. Sub-standard items are to be destroyed immediately.

19. The Contractor shall be responsible for all costs and/or damages claimed by the consumers due to ill effects of food items, beverages etc. served in the cafeteria.

Running and Maintenance

20. The Contractor shall obtain certificate/License from concerned authority like MCD/Delhi Govt. /Delhi Police for running the cafeteria in College premises.
21. The Contractor should have valid Trade License and Valid Food License for Operating/running the cafeteria.
22. The Contractor shall fulfill all the obligations arising out of the contract himself and shall not enter into any sub-contract for running the College Cafeteria in any manner whatsoever. Violation of this clause shall constitute sufficient grounds for the annulment of the award and forfeiture of Security.
23. The college shall provide space for kitchen, water, electricity connection and piped gas connection. The dining hall and its furniture shall be provided by the college. He shall not make any changes in the existing structure/space. The access to the space allotted to him will be as per the conditions and in the mode as prescribed and regulated by the college from time to time. The College reserves the right to inspect the premises allotted to him at any time.
24. The Contractor has to ensure that Cafeteria Premises is used only for the purpose of running the Cafeteria services by himself and/or his staff and not for any other purpose whatsoever. He shall not be authorized for any kind of sub-letting the premises in any manner. Violation of this clause shall constitute sufficient grounds for the annulment of the award and forfeiture of Security.
25. The contractor shall ensure that the cafeteria premises are not used to provide catering service for commercial purposes outside the college.
26. The Contractor shall arrange for all equipments like cooking stove, cooking gas cylinders (as per his requirement), refrigerator, juice machine boilers, utensils, crockery and items of similar nature of good quality at his own cost . He shall maintain the said items in a proper and hygienic conditions for due discharge of obligations in respect of running of cafeteria.
27. The Contractor shall also arrange almirahs/racks required for storage of food stock/materials. He shall store them in a neat, tidy and hygienic manner. The College will not be responsible for any loss or damage done or caused to its stock/materials, etc., on account of theft or any other reason whatsoever.
28. The Contractor shall be responsible for maintenance and up keep / cleanliness of cafeteria premises (including furniture, fixtures, and other equipments) and its

surroundings to the satisfaction of the College at his own cost and expenses. He shall also be responsible for the safe and hygienic disposal of the cafeteria waste.

29. The Contractor shall be fully responsible for replacements or repairs of the furniture, fixtures or equipments etc. in case of any breakage or loss and/or damage to them arising out of negligent handling by him/any of his employee(s).
30. The Contractor shall observe and abide by all fire, safety and security regulations of the concerned local authorities and/or of the College.
31. The Contractor shall comply with any other instruction issued to him by the College Administration from time to time related to running the cafeteria.

Inspection

32. The Contractor shall allow and facilitate the College Authorities/Cafeteria Committee Member(s) to inspect cafeteria related to hygiene or otherwise - premises, arrangements for preparation and service of food items etc. He shall follow directions given by them for smooth running of the cafeteria.

Engagement of Staff

33. The Contractor shall employ sufficient and competent staff under his supervision for the fulfillment of the obligations under this agreement at his own cost. If applicable, he himself shall be responsible to pay to his employees, the minimum wages and /or other statutory payments like bonus/EPF etc as per the relevant laws/ Acts as amended from time to time.
34. The Contractor shall employ only such persons as are declared medically fit as certified by the Govt. hospital in Delhi. No such employee will be under the age of 18 years. Documentary evidence will be provided by the Contractor.
35. The College shall never be treated as the employer of these employees and shall not be concerned with the terms and conditions of their employment.
36. The Contractor shall also be fully responsible for payment of any compensation etc. in case of any injury/casualty or mishap to any of his employees during cafeteria working hours.
37. The Contractor shall obtain license under the Contract Labour Law as applicable from time to time and all other requisite licences at his own cost from the Appropriate Authorities . He shall comply with the terms and conditions of the license(s) and all other relevant and necessary provisions of the Contract Labour Act and the Rules framed thereunder and all such other provisions of laws in any enactment or otherwise laid down by any authority from time to time, it being clearly understood and agreed upon that the entire responsibility for compliance thereof shall always be of the Contractor.

38. The Contractor shall ensure that only authorized employees remain on the premises beyond normal working hours / night with specific approval of College Authorities. He shall be required to withdraw all other unauthorised employees from the College premises immediately upon receipt of complaint.
39. The Contractor shall provide complete list of workers he engages alongwith their residential address, photograph and other details to the college.

Discipline

40. The Contractor shall provide employees with proper uniforms & identity cards. His employees and workers shall at all times be neatly and properly dressed in uniforms and shall wear identity cards provided to them.
41. The Contractor shall, at all times, ensure disciplined decent and courteous behavior by his employees while they remain in premises of the College. He shall be responsible and liable for all acts, deeds, misdeeds and conduct of his employees.
42. In case any of the employees of the Contractor indulges in any act of indiscipline, misbehavior or slogan shouting or indulges in violent act(s) or abets others in doing so, at the College premises then such employee shall be subject to the discipline of the College. The Contractor shall also be required to fully indemnify the College from any loss, damage or consequence arising out of his acts, deeds, misdeeds or conduct.
43. The Contractor shall ensure that none of his staff is involved in any illegal activity such as sale/supply of drugs and other prohibited items.
44. The Contractor shall not keep / sell items like tobacco & other health hazard products.

Indemnification by Contractor

45. The Contractor shall at all times keep the College effectively indemnified against all actions, suits, proceedings, costs, damages, charges, claims and demands in any way arising due to anything done or omitted to be done by the staff of Contractor.

Payment of Statutory Dues/Taxes etc

46. The Contractor shall be wholly responsible for payment of any and all taxes including but not limited to Sales Tax/Service Tax/VAT, duties , Cess under various Acts, Rules, Orders, and Notifications etc, issued and as amended from time to time by the Central or State Governments or any Local authority or Body. The College shall not be liable to pay such taxes, rates, duties etc., whether existing or which may accrue in future for the period of contract.

Termination of Agreement

47. Notwithstanding anything contained herein, the College shall have the right to terminate the agreement by giving one month's notice in writing to the Contractor without assigning any reason thereof.

48. In the event of the Contractor committing a breach of any of the terms and conditions of this Agreement, the College shall be entitled to either impose a penalty of Rs. 1,000/- per violation or terminate this Agreement immediately without notice and without assigning any reasons thereof and shall have the right to forfeit the security.
49. The College can also terminate the Agreement immediately on the occurrence of any event which, in the exclusive opinion of the College, necessitates the termination of this Agreement forthwith with or without forfeiture of security.

Obligation of Parties on Expiry/ Termination of Agreement

50. On expiry / Termination of the tenure of the agreement NO DUES CERTIFICATE must be submitted in the **College Office/Accounts Section**.
51. On the Expiry / Termination of this Agreement, the Contractor shall stop functioning and hand over the vacant possession of the cafeteria premises peacefully together with furniture, fixtures and equipments etc as provided by the college in good condition to the College. His occupation of the premises after such termination will be deemed to be that of a trespasser and he shall be liable to pay damages.
52. On the Termination/Expiry of this Agreement, the College Authorities shall forfeit/refund the security in full or part (after adjusting any dues, if pending) to the Contractor without interest.

Dispute and Amendment

53. In case of any dispute arising out of the interpretation of the terms and conditions of the agreement, the decision of the Principal of the College shall be final and binding.
54. Any amendment to this agreement shall not be valid and binding on the parties unless it is made in writing and signed by both the parties.

Annexure II – Pre-Qualification & Technical Bid (Details of the Tenderer)

1. Name of the Tenderer : _____
2. Address : _____
3. Year of Establishment and years of experience (Attach proof) _____
(The Tenderer should have 10 years of experience in the catering business, out of which at least 5 years of experience should be in running the cafeteria of a reputed educational institution)
4. Registration No., if any, (attach proof) _____
5. Food License No (verifiable from FSSAI Website also) _____
(Attested Photocopy of the License Certificate is to be attached.)
6. Sales Tax No. (verifiable from relevant Website also) _____
(Attested Photocopy of the Sales Tax No./TIN Certificate is to be attached)
7. PAN Card No. _____
(Attach attested Photocopy of the PAN card . A Copy of the Income Tax Return for the previous years may also be enclosed)
8. Annual turnover in the last three years (Attach documentary proof)

Year	Amount (in Rs)
2015-16	
2014-15	
2013-14	

(The Tenderer should have annual turnover above Rs.50.00 Lakh in any of the previous 3 years to qualify for consideration of their tender.)

9. Details of Past Contracts and Present Contracts undertaken.
(A separate sheet may be attached for details. Also attach documentary proof thereof.)

S.No.	Details of Past Contracts (Executed)	Period	Govt./Semi. Organizations	Govt./Private Organizations
I				
II				
S.No.	Details of Present Contracts (in hand)	Period	Govt./Semi. Organizations	Govt./Private Organizations
I				
II				

10. Manpower Resources available _____
11. Earnest Money Deposit (EMD) – BD No. _____ dated _____ for Rs _____ drawn on _____ Bank
12. I/We hereby undertake that all the terms and conditions as per Annexure II of the Tender Form are acceptable to me/us. (Attach signed copy of terms and conditions of tender document)
13. Details of cost of tender in case of downloaded from website: B.D. No. _____ Date _____ amount Rs. 500/- , Bank: _____

Dated :

Signature of the Tenderer with Stamp

Annexure III – FINANCIAL BID : LIST OF FOOD ITEMS WITH RATES

S.No.	Description	Qty/Size/Weight	Rate (in Rupees)
1.	Tea (per cup)	150 ml.	_____
2.	Tea (Tea Bags)	150 ml.	_____
3.	Ice Tea	200 ml.	_____
4.	Hot Coffee (per cup)	150 ml.	_____
5.	Expresso coffee	150 ml.	_____
6.	Cold Coffee	Packed	_____
7.	Soft Drink 200 ml/300 ml/500 ml		_____
8.	Fruit Juice	Packed	_____
9.	Fruit Shake	Packed	_____
10.	Flavoured Milk	Packed	_____
11.	Lassi Sweet	Packed	_____
12.	Masala/Plain Butter Milk	Packed	_____
13.	Mineral water (half ltr.) (Bisleri, Aquafina, Kinley etc)		_____
14.	Ice Cream	Per Scoop/Packed	_____
15.	Biscuits (Britannia/Parle/Priya Gold/Bourbon etc)		_____
16.	Waffers,Chocolates,toffees etc. (only branded items)		_____
17.	Samosa (per piece)	100 gm.	_____
18.	Kachori (two piece)	per piece 50 gm.	_____
19.	Bread Pakora (big bread stuffed potato)	100 gm.	_____
20.	Bread Pakora (big bread stuffed paneer)	100 gm.	_____
21.	Vegetable Cutlets (per Pc.)	50 gm.	_____
22.	Mix Vegetable Pakora per plate	200 gm.	_____
23.	Paneer Pakora (per pc.)	50 gm.	_____
24.	Aloo Bonda	50 gm.	_____
25.	Burger	100 gm.	_____
26.	Vegetable Petty	50 gm.	_____
27.	Paneer Petty	50 gm.	_____
28.	PaoBhaji (2 pcs.)	150 gm.	_____
29.	Two Bhatura with Channa	100 + 150 gm.	_____
30.	4 poories with alu vegetable/Chana	100 + 150 gm.	_____
31.	Rice with chholey/rajma/dal /Kadi	150 + 150 gm.	_____
32.	Stuffed Prantha (aloo/Gobhi/muli etc)	100 gm.	_____
33.	Butter Toast – 2 Slice	50 gm.	_____
34.	Vegetable Sandwich	Big Size	_____
35.	Grilled Sandwich	Big Size	_____
36.	Cheese Sandwich	Big Size	_____
37.	Omlete (1 egg with two bread slices)		_____
38.	Omlete (2 egg with two bread slices)		_____
39.	Boiled Egg (1piece)		_____
40.	Egg Roll	150 gm.	_____

41.	SambarVada (per plate-2 pcs)	150 gm.	_____
42.	Idly Sambar (per plate -2 pcs)	20 gm.	_____
43.	Masala Dosa with sambar & chutney	150 gm.	_____
44.	Uttipam with sambar& chutney	150 gm.	_____
45.	Chowmine (full plate)	300 gm.	_____
46.	Chowmine (Half plate)	150 gm.	_____
47.	Spring Roll	150 gm.	_____
48.	Noodles(Maggie, yippee etc)	per pkt.	_____
49.	Pizza	6"	_____
50.	Pasta	200 gm.	_____
51.	Vegetable Rolls	150 gm.	_____
52.	Cheese Cutlets	150 gm.	_____
53.	French Fries	150 gm.	_____
54.	Chilli Potato	150 gm.	_____
55.	Lunch Thali available between 12.30p.m. to 2.30 p.m.		_____
	(i) 1 kadi/dal/rajma		
	(ii) 1 dry vegetable		
	(iii) Rice		
	(iv) 4puris/4 chapaties		
	(iv) 1curd/raita		
	(v) With pickle and salad		

Signature of the Tenderer

Name:.....

Stamp