



DEEN DAYAL UPADHYAYA COLLEGE

(University of Delhi)

Sector-3, Dwarka, New Delhi-110078

TENDER DOCUMENT FOR OPERATING CAFETERIA

Ref No: DDUC/Cafeteria/2018/03

Date:01/02/2018

Sub: Tender for operating the college cafeteria inside the college premises of Deen Dayal Upadhyaya College, Sector-3, Dwarka, New Delhi – 110078

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INSTRUCTIONS FOR ONLINE BID SUBMISSION

Instructions 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. 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 submitting 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

- (i) Bidders are required to enroll 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 Enrollment**” on the CPP Portal which is free of charge.
- (ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iii) 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.
- (iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or 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.
- (v) 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.
- (vi) 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 / e-mail 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 document 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.

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 pay the tender fee / 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 openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. 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.
10. 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

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

SECTION-II

EIGIBILITY CRITERIA

1. The bidder should be located in Delhi /NCR.
2. The bidder should have PAN & GST No.
3. The bidder should submit Income Tax return as per Govt. of India rules for the Assessment Year- 2017-18, 2016-17 and 2015-16.
4. The bidder must have a minimum three years of experience in catering business.
5. The bidder must have valid trade license and valid food license from Food Safety and Standards Authority of India (FSSAI).
6. Exemption from payment of EMD (full), security deposit (50%) and prior experience shall be given to Startups as recognized by Department of Industrial Policy and Promotion or Micro & Small enterprises (MSEs) as defined in MSE Procurement Policy issued by department of Micro, Small & Medium Enterprises (MSMEs) or are registered with the central purchase organization. The bidder has to submit relevant details to claim the exemptions.

TERMS AND CONDITIONS

1. The successful Tenderer (hereinafter called as the Contractor) shall be required to execute a contract on a non judicial stamp paper of Rs 100/- with the College. The duration of the contract will be **for a period of two years tentatively commencing from 01.03.2018**. Based on the satisfactory performance, the contract, however, may be renewed for a further period of two years at the discretion of the College.
2. 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 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 EMD.
3. The Performance Security shall be kept with the College and it shall be refundable without interest 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, the said security shall be forfeited.
4. 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 (At the time of beginning of contract) |
| 2. | Water Charges | Rs. 1,000/- per month (by 7 th of every month) |
| 3. | Electricity Charges (for kitchen Area) | Rs. 2000/- per month (by 7 th of every month) |
| 4. | Gas Pipe Connection (if used) | on actual basis (meter reading) as & when demanded by the college on receipt of bill from IGL. |

5. 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.
6. The Contractor may be asked to open the cafeteria on Sunday(s) and gazetted holiday(s) as per the requirements of the College.
7. The Contractor may also be asked to close the cafeteria temporarily even on working day(s).
8. The Contractor shall maintain punctuality in providing the services.
9. The Contractor shall provide services to all the members of the College Staff in the Staff Room/Offices/Library/Departments etc.
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 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. The menu of the day shall be displayed in the dining hall from morning.
12. The Contractor shall not charge prices more than the approved prices for each item. He/she shall not sell items on credit. If he/she sells, then it will be at his own risk.
13. The contractor shall be required to make special arrangement for breakfast/lunch/dinner for the academic, extracurricular activities and/or other activities organized by the college.
14. 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.
15. All materials used by the Contractor for preparation of food items, eatables, beverages, etc. shall adhere strictly to the standards as prescribed by the FSSAI and of wholesome quality.
16. 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.
17. 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.
18. The Contractor shall obtain certificate/License from concerned authority like MCD/Delhi Govt. /Delhi Police for running the cafeteria in College premises.
19. The Contractor should have valid Trade License and Valid Food License from Food Safety and Standards Authority of India (FSSAI) for Operating/running the cafeteria.
20. 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.
21. The college shall provide space for kitchen, water connection, electricity fixtures and cooking gas connection. The dining hall and its furniture shall be provided by the

college. Expenses for Air conditioning inside the dining hall shall be borne by the college. The contractor 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.

22. The Contractor has to ensure that Cafeteria Premises is used only for the purpose of running the Cafeteria services by himself/herself and/or his/her staff and not for any other purpose whatsoever. He/she 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.
23. The contractor shall ensure that the cafeteria premises are not used to provide catering service for commercial purposes outside the college.
24. 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.
25. The Contractor shall also arrange almirahs/racks required for storage of food stock/materials. He/she 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.
26. 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/she shall also be responsible for the safe and hygienic disposal of the cafeteria waste.
27. 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).
28. The Contractor shall observe and abide by all fire, safety and security regulations of the concerned local authorities and/or of the College.
29. 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/she shall follow directions given by them for smooth running of the cafeteria.
30. The Contractor shall employ sufficient and competent staff under his/her supervision for the fulfillment of the obligations under this agreement at his/her own cost. If applicable, he/she himself/herself 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.

31. 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. All employee must have gone through police verification. Documentary evidence will be provided by the Contractor to the college.
32. The Contractor shall provide complete list of workers he engages alongwith their residential address, photograph and other details to the college.
33. The Caterer shall provide appropriate ID cards to the staff.
34. The Contractor shall ensure that only authorized employees remain in the premises beyond normal working hours / night with specific approval of College Authorities.
35. 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.
36. 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.
37. 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.
38. 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.
39. 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.
40. 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.

41. Smoking and consumption of alcohol by any of the staff in the College premises is strictly prohibited.
42. The Contractor shall ensure that none of his/her staff is involved in any illegal activity such as sale/supply of drugs and other prohibited items.
43. The Contractor shall not keep / sell items like tobacco & other health hazard products.
44. 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.
45. The Contractor must comply with the GST rules and shall be wholly responsible for payment of any and all taxes, 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.
46. 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.
47. 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.
48. 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.
49. On expiry / Termination of the tenure of the agreement NO DUES CERTIFICATE must be submitted in the **College Office/Accounts Section**.
50. 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/her occupation of the premises after such termination will be deemed to be that of a trespasser and he shall be liable to pay damages.
51. 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.

52. 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.
53. 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.
54. The contractor shall have to maintain sufficient and separate dustbins (i.e. in red and green colour) for non-biodegradable and biodegradable wastes.

SECTION-IV

ABOUT SUBMISSION OF TENDER:

EARNEST MONEY DEPOSIT (EMD) & TENDER FEE

1. Earnest money of Rs.30,000/- (Rupees. thirty thousand only) and Tender fee amounting of Rs. 500/- in the shape of separate Demand Drafts from any nationalized scheduled Bank drawn in favour of “THE PRINCIPAL DEEN DAYAL UPADHYAYA COLLEGE”, Payable at New Delhi, should reach the Account Section, Deen Dayal Upadhaya College, Sector-3, Dwarka, New Delhi-110078 on or before the last date and time. Tenders without earnest money or inadequate earnest money are liable to be rejected. Please write the name of the contact person (IN CAPITAL) and Mobile no at the backside of the demand drafts.

2. The EMD of successful bidder will be retained as security refundable on expiry of contract.

3. The EMD of the unsuccessful bidder(s) will be refunded after finalization of tender without any interest.

4. The EMD may be forfeited –

- if a bidder withdraws his bid during period of validity specified by bidder in bid form.
- in case of successful bidder, if the bidder fails to sign the contract.

1. Tender has to be submitted online. Please follow the instructions to the bidders to submit the tender online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>

SECTION-V

PENALTY CLAUSE

1) Work not done satisfactorily would be recorded and rejected for payment. Reasons for rejection would also be recorded (Cleanliness, sufficient staff, service quality, food quality & quantity, quality of raw material etc. are some of the parameters for evaluation). If any eatable of expiry date is found, penalty of Rs. 2000/- per incidence shall be imposed by the cafeteria committee and all such material will be seized by the college. On three such occurrences the contract will be liable to be terminated.

2) Penalty shall be a maximum of Rs. 2,000/- per fault/unsatisfactory work to be decided by the principal as per the recommendations of the cafeteria committee.

- 3) If the food quality is not up to the mark and/or insufficient quantity on inspection, that will invite written reminders from the cafeteria committee. On three such reminders, the contract will be liable to be terminated.
- 4) Periodic feedback will be taken from the users. Contractor has to take care of the suggestions/concerns of the users and should report the action-taken to the college.

EVALUATION CRITERIA

SECTION- VI

The bidder quoting maximum number of items at lowest prices shall be considered as the lowest vendor (L1) for finalization of this contract.

SECTION- VII

PROFORMA FOR THE TECHNICAL BID

Note : The documents to be uploaded should be legible, covered with index and have proper page no. In case the uploaded documents are not readable, the tender cannot be examined and the Technical Bids can be rejected, thereby rejecting the tender of that applicant.

| Sr. No. | DESCRIPTION | DOCUMENTS TO BE UPLOADED (SCANNED COPIES) |
|----------------|---|--|
| 1 | Name of the firm/organization | |
| 2 | Address with Mobile no/ Landline No, Email | |
| 3 | Name of the contact person and Mobile No. | |
| 4 | Copy of PAN | |
| 5 | Copy of GSTN | |
| 6 | Tender Fee (Rs. 500/-) | |
| 7 | Earnest Money Deposit (Rs. 30,000)/- | |
| 8 | Copies of orders issued by previous organizations for service. | |
| 9 | Income Tax Returns filed/audited balance sheets for last three Assesment years, 2015-16, 2016-17, 2017-18 | |
| 10 | Relevant documents in support of recognized Startup/MSEs | |
| 11 | The certificate/licence from the FSSAI/MCD/Govt. of NCT Delhi for serving foods. | |
| 12 | Tender Acceptance Letter (signed and stamped) | |

Upload scanned copies of documents as at 2, 4, 5, 6, 7, 8, 9, 10, 11 and 12.

Dated :

Signature of the Tenderer with Stamp

TENDER ACCEPTANCE LETTER

To,
The Principal,
Deen Dayal Upadhyaya College
Sector-3, Dwarka, New Delhi-110078

Sub: Acceptance of Terms & Conditions of Tender

Tender Ref. No.....

Date:

Name of the Tender.....

Dear Sir,

1. I/we have downloaded/obtained the tender document(s) for the above mentioned tender from the website(s) namely:
.....
.....
.....
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender document(s) from page No..... to (including all documents like annexures, schedules, etc) which form part of the contract agreement and I/We shall abide by the terms and conditions/ clauses contained therein.
3. I/We hereby unconditionally accept the tender conditions of the above mentioned tender document(s) in it's totality/entirety.
4. In case any provisions of this tender found violated, then the College shall without prejudice to any other right or remedy be at liberty to reject this tender including the forfeiture of the full said earnest money deposit absolutely.

Yours' faithfully

Signature of the Tenderer with seal