

Govt. College Gurdaspur

Trimmo Road, Gurdaspur

SECTION-A

TECHNICAL ELIGIBILITY CRITERIA

1. The bidder should have experience of satisfactorily running canteen(s)/ hostel(s) continuously for last two years in reputed educational institutes/govt. sector/similar organizations/Private organisation. Experience of having continuously run the catering services/ similar establishments during the last two years. The experience should be within last two preceding years from the due date of the tender.

-At least one similar running/ completed work having not less than 100 persons on its dinning strength continuously for last two years.

2. The successful contractor is required to have the following licenses/ registration and other mandatory licenses (as applicable), for running of the canteen:-
 - a.) PANCARD
 - b.) GST No.

Note:All the photocopy of above certificate/licenses should be duly attested & attached.

3. The bidders must visit the site before participating in tender. Site survey report (**Annexure-VII**) shall be filled by the bidder/ applicant after the physical site survey of college canteen. The said report should duly acknowledge/ signed & stamped by the In-charge of canteen.
4. A DD of Rs. 5,000/- as earnest money deposit (EMD), in favour of Principal, Govt. College, Gurdaspur is to be submitted in the College Office.
5. The bidder will have to deposit earnest money as per the Tender document within the tender submission date and time in form of FDR/DD should be in favour of “Principal Govt. College Gurdaspur(valid for 90 days from the time of submission of the bid). Proposal without DD will not be opened and shall be rejected.
6. **Pre-visit/Site survey of canteen**
 - i. Before participating the respective canteen bidder are advised and directed to visit the canteen space location and its surrounding and safety measure to be required for the operation canteen services as per local bye-laws.
 - ii. The Canteen bidder should assess the volume of business by them. The College will not commit for any guarantee of minimum/maximum business.
 - iii. The respective canteen bidder must fill the ‘Site Survey Report’ (Annexure-VII) after visiting college canteen during office hours. The Site Survey Report must be signed and stamped from In-charge of canteen. Bid without site survey report will be summarily rejected.

SECTION-III

1.) **VALIDITY OF TENDERS/TERMS OF CONTRACT**

- 1.1 The contract would be for duration of one year, which could be extended up to further period of

Govt. College Gurdaspur

Trimmo Road, Gurdaspur

two more years on the basis of satisfactory report (this period will start as per the terms & conditions illustrated in the 'Work Award Letter' & 'Agreement'). The license fee & utility charges will be revised yearly on mutual consent (excluding first two years).

2.) EARNEST MONEY DEPOSIT (EMD)/BID SECURITY

2.1 A Fixed Deposit Receipt DD of an amount of Rs. 5,000/- (Five thousand) must accompany each tender, from a Nationalized Bank, in the name of Principal, Govt. College, Gurdaspur as per Tender. EMD should be valid for a minimum period of 90 days. No Cheque/ Postal order/ Money Order/ Cash payment will be accepted.

2.2 However firms/Individual who are exempted from depositing the Earnest Money will have to submit the document issued by the competent authority of the government for such exemption.

2.3 The EMD is refundable to the unsuccessful bidders after the award of tender, after the award of the tender. The EMD will be forfeited if the successful bidders fail to abide by the terms and conditions.

2.4 Performance Security Deposit/ (B.G.) Deposit is liable to be forfeited if the bidder fails to comply with the terms and conditions of the tender and agreement during the contract period.

2.5 Under no circumstances, interest on Security deposit would be payable by Govt. College, Gurdaspur.

3.) PERFORMANCE SECURITY DEPOSIT

3.1 The Contractor will have to deposit security deposit in form of Fixed Deposit Receipt (FDR) of Rs. 20,000/- Lac (Twenty thousand only) in favour of "Principal Govt. College, Gurdaspur" at the time of taking possession of the site, for the 12 months of validity from the date of Possession/ Agreement. The FDR shall be returned to the contractor on the expiry of the contractor termination of the contract under normal circumstances. In the event of breach of any of the terms and conditions of this agreement, the said FDR shall be encashed by the College. Amount recoverable (if any) shall be adjusted from the FDR and the rest of the amount shall be refunded to the contractor.

EMDs shall be returned to the bidders after submission of the Performance Security. Bid Security deposit/ Security Performance is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect.

4.) LAW GOVERNING THE CONTRACT:-

4.1 This contract shall be governed by the laws of India.

4.2 The courts of Punjab only shall have jurisdictions to decide any dispute arising out of or in respect of the contract.

5.) DISPUTES AND ARBITRATION:-

5.1 All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to the Principal Govt.

Govt. College Gurdaspur

Trimmo Road, Gurdaspur

College Gurdaspur of this college or his nominee for arbitration whose decision shall be binding on the contracting parties.

SECTION-IV

SCOPE OF WORK

- 1.) College intends to run this Canteen and has approximately 2000 persons on its rolls, which include students, faculty, staff, residents and guests visiting the College.
- 2.) The bidder should have on their rolls sufficient number of cooks to prepare good quality snacks/meals.
- 3.) The list of Items to be served in the Canteen (subject to modifications as per the seasons / occasion etc.) is given in **(Annexure – V)**. The maximum retail sale rate for the items has been fixed for the current financial year. The rates can be revised every financial year on mutual consent.
- 4.) The timings for serving shall be 8.00 am in the morning to 10.00 pm in the evening.
- 5.) The timings and the working days of Canteen services will be regulated by the College.
- 6.) Menu items as per **(Annexure-V)** and as decided by the College from time to time shall be followed.
- 7.) Although, the College shall provide the following facilities, however, their maintenance and upkeep will be ensured by the Contractor to the satisfaction of the competent authority of the College or body responsible to keep check on such issues.
 - a.) A Kitchen with serving counter and store room(s) etc.
 - b.) Customers eating area/lounge.
 - c.) The Contractor have to pay PNG bill as per the consumption/ meter reading and copy of acknowledgement receipt may be deposited to concerned office.

The following arrangements will be made by the Contractor:

- a.) Furniture for the seating arrangement for itself.
- b.) Refrigeration facilities.
- c.) Cooking and serving utensils.
- d.) Cooking gas and cooking range.
- e.) Crockery etc.
- f.) Adequate work force.
- g.) Any other facility needed to ensure smooth functioning of the canteen.

(Note - In case of any additional requirement to run the Canteen smoothly, the same will be arranged by the contractor at his own expenses).

- 8.) On the receipt of duly signed requisition in the prescribed Performa by the concerned branch/official, the canteen Contractor/Bidder has to serve regular light tea/high tea/buffet lunch/dinner etc. as per College approved rates fixed for general hospitality arrangement at the scheduled venue of the College for all the officials meeting as well as various Academic and Cultural Activities, Festivals, Seminars, Symposium, Conferences, Training Programs, Press Conferences, Annual Day/Convocations, Republic Day, Independence Day and other

Govt. College Gurdaspur

Trimmo Road, Gurdaspur

International Conference, Foreign Delegations and other functions as well as AILET/CLAT Examination and Admission/Counseling related activities.

Though, College reserves the right to engage separate catering contractor for College Catering Services on various special occasions, as mentioned above, and Canteen Contractor will have no right to raise objection on this account.

SECTION-V

PROCEDURE OF SUBMITTING TENDER DOCUMENT

Bidders should strictly follow the instructions given below:

- The tender is required to be in the office of Govt. College Gurdaspur in the sealed cover. In respect of Technical Bid & Financial Bid.
- **“A” TECHNICAL BID (ESSENTIAL DOCUMENTS)**

Before Submitting, bidders shall check & arrange in order the list of essential documents mentioned hereunder, failing which the tender shall not be considered.

DOCUMENTS TO BE SUBMITTED IN SEALED COVER INSCRIBING "TECHNICAL BID".

1. A Demand Draft (DD) of an amount of Rs.5,000/- (Five thousand only) issued by Nationalized Bank for a period of 90 days from the date of submission of the tender.
2. An undertaking on “Non-Judicial” Stamp paper of Rs.100/- duly attested and stamped by Notary Public on prescribed performa. (**Annexure-I**)
3. An Undertaking on Non-Judicial Stamp Paper of Rs. 100/- for Criminal Liability of bidder and his personnel duly attested and stamped by Notary Public on prescribed performa (**Annexure-II**)
4. Duly signed copy of PAN card of authorized signatory/firm.
5. Duly signed copy of GST Registration.
6. Duly signed copy of Residence Proof of bidder/office address of firm i.e. RationCard/Passport/ latest paid Electricity Bill/Income Tax Certificate/Aadhar card.
7. Duly signed copy of EPF & ESIC registration.
8. Duly signed copy of FSSAI License.
9. Duly signed copy of Latest GST return.
10. Duly signed copy of Latest performance certificate on the official letter head of the Government Organization including autonomous bodies and PSU/Pvt. college where services have been rendered by bidder, to testify the proper dealing and performance. Tendering firm/individual must have at least two year experience of running of similar nature in Government organization including autonomous bodies and PSU/Pvt. Colleges/Universities. The experience should be within five preceding years from the due date of the tender.
11. In case of authorized signatory, a letter of authorized from the proprietor in favour of authorized signatory must accompany the bid.

Govt. College Gurdaspur

Trimmo Road, Gurdaspur

12. Site Survey Report.

“B” PRICE/FINANCIAL BID

General guidelines for bidders regarding price bid:-

1. The Bid will be for the entire project as well as for the individual components.
2. No decrease in License Fee quoted during the validity of the contract will be allowed.
3. The bidder should quote the rates in Indian currency only.
4. Only single price, without decimal digits, will be accepted.
5. Price bids showing rates like 'Tax included/ inclusive of tax/ Tax paid' etc not acceptable and such offer will not be considered.

Notification of Award

1. Tender evaluation committee will open the as per Terms & Conditions.
2. Principal, Govt. College, Gurdaspur will notify the successful bidder in writing or by email, that its proposal has been accepted.
3. The notification of award will constitute the formation of the contract/agreement.

PRINCIPAL

Govt. College Gurdaspur

Trimmo Road, Gurdaspur

SECTION-VI

OTHER TERMS & CONDITIONS

1. It will be obligatory on the part of the contractor to sign the offer and other documents for all the component's & parts. After the work is awarded he will have to enter into an agreement for work awarded on a non-judicial stamp paper of required value at his own cost within ten working days from the date of receipt of acceptance order or before the work is undertaken.
2. It is the sole liability of the contractor to maintain and keep all the equipment and infrastructural facilities provided to him in good working condition and hand over the same back to College in good working condition on completion/revocation of the contract.
3. Water charges will be Rs.1000 per month.
4. A Submeter for electricity will be installed in the canteen and Rs. 10/- per unit will be charged from the contractor.
5. The Contractor shall vacate the premises on the expiry of the period of contract unless the contract is extended/ renewed for another term/ period as decided by the competent authority of the College. The duration of the contract would be extendable subject to the satisfaction of College administration. The application for the same should reach the concerned office of the College two months prior to the expiration of the contract.
6. The Contractor has to ensure that Canteen Premises are used for only the purpose of running the Canteen services and not for other purpose in any manner. The Contractor himself and/ or his worker should not use the premises of any other business purpose. The Contractor shall not be authorized for any kind of sub-letting the premises in any manner.
7. The Contract will be initially for a period of one year. If the services are found satisfactory, this College reserves the right to extend the contract for another two years on the same terms & conditions, This College reserves the right to terminate the contract, at any time during the currency of contract by giving one month notice to the Contractor.
8. The Contractor shall display a rate list for items of sale in the canteen, duly approved by the competent authority of College.
9. The eatables served by the Contractor should be wholesome and clean. Only fresh vegetables on daily basis are to be procured. Quality stores provisions are to be procured for preparing eatables. In case of any rotten or substandard eatables are found, penalty can be imposed by the competent authority.
10. The Cooks should know the preparation of North, South Indian and Continental foods.

Govt. College Gurdaspur

Trimmo Road, Gurdaspur

11. The Contractor should provide sufficient number of cooks, waiters and other servants for delivering proficient services and would be liable for their misbehavior, misconduct or any other act of disobedience. The staff employed by the Contractor shall not be below the Government of India prescribed working age.
12. The Contractor will make his own arrangement for good quality kitchenware, serving utensils etc.
13. The Contractor must ensure that the worker wear neat and clean uniform while on duty.
14. List of the Items to be served in Canteen is given in **Annexure -V**. Any change from the menu table without prior permission from the competent authority will lead to penalty as decided by the competent authority. Canteen menu item list may be revised as per the requirement with prior permission of the competent authority.
15. In the allotted portion of the Canteen, the fire safety equipment shall be installed and maintained by Contractor as required under the Fire safety Act.
16. The Canteen Contractor shall use only commercial LPG gas Cylinders/PNG connection.
17. The College will not be responsible for any due payment of the users of Canteen. The Contractor shall be required to provide bill/invoice to customers.
18. The Contractor shall be responsible for the reasonable care, maintenance, and safety of the premises, accommodation and other items provided by the College.
19. The Contractor shall be bound to keep the premises neat, clean and tidy at all times in accordance with the bye-laws of the Municipal Corporation/Regulatory Authority.
20. Canteen premises and storage units may be inspected by the committee constituted by the competent authority of the College at any time for checking hygiene, cleanliness and quality of eatables etc.
21. The College may call for the advice of the College Medical Officer on matters of hygiene in the canteen.
22. It is the sole responsibility of the Contractor for disposal of all waste materials (like food waste, vegetable waste etc.) generated in the Canteen. The Contractor shall provide adequate number of dustbins for cleanliness in their areas of operation. Contractor shall be responsible for emptying/disposal of the Dust Bins.

The Canteen Contractor/bidder should segregate the food waste as per the policy/guidelines of the Govt. India & dispose of the same and arrange waste management/mechanism at their own cost.

Govt. College Gurdaspur

Trimmo Road, Gurdaspur

23. On the request of the Contractor, the competent authority or his representative may revise the rates of eatables items, if justified with reason, to be given in writing (applicable only once in a financial year under normal circumstances).
24. The Contractor shall not make any additions or alterations in the premises without the prior permission of the competent authority.
25. The Contractor shall not be allowed to open multiple shop outlets or to put up any serving counter in the seating area.
26. The license fee should be quoted in figures and words and are to be typed legibly without any correction. No over-writing is allowed/ acceptable.
27. The sealed offers shall be submitted on or before due date. Late quotations will not be acceptable on any account.
28. The Contractor shall employ his own canteen staff, provide them clean uniform at his own cost and to ensure their hygiene, shall be responsible for timely payment of their wages/ salary. The contractor will also be responsible to deduct and pay EPF as per rules and also extend medical facilities etc. as per statutory rules in force from time to time. The College shall not be responsible in any manner.
29. Payment to canteen staff employed by contractor must be released by 10th of every month. In case, it is noticed and complaint is received from staff that their payment has not been released, then College is empowered to release the payment & adjust the same against payments due to the contractor etc.
30. All books of accounts, registers and any other documents used in connection with running of the canteen shall be maintained by contractor at his own cost and the same shall be produced for inspection either on demand by the College/ ESIC/ Provident Fund Authorities/ Municipal Authorities or any other official authorized by the Competent Authority in this connection.
31. The contractor will settle and pay all Municipal and other statutory taxes, if any, to the concerned authorities.
32. The Contractor has to give his Mobile Number and other Telephone number for emergency contact.
33. The College will not be responsible for any type of compensation, if any canteen worker is injured while on duty. Personal Insurance of each worker has to be borne by the Contractor.
34. In case of failure or breach of any term and condition of the contract, the College shall have-
 - a) The authority to rescind the contract and
 - b) The right to forfeit the Security Deposit in shape of Fixed Deposit Receipt(FDR).
35. The contractor should verify the character antecedents of all the persons employed, through

Govt. College Gurdaspur

Trimmo Road, Gurdaspur

local police and shall submit a certificate to this effect. It will also be the responsibility of the Canteen Contractor to register their worker(s) with College Security Office.

36. The Contractor will not transfer or assign the license to any other party.

37. The Contractor and his staff will make their own residential arrangement outside the premises of the College.

38. If the canteen remains closed without information, it may be declared as vacant and Fixed Deposit Receipt (FDR) may be forfeited.

39. The licensee shall not encroach upon the rights of the other licensees running their business in the College.

40. The Contractor shall not appoint any sub-contractor to carry out his obligations under the contract. Subcontracting will lead to immediate termination of contract.

41. In case of failure to adhere to the terms and conditions by the Contractor, the College shall have the authority to lock the premises and/or take the possession of the premises.

42. All disputes shall be referred to the Principal, Govt. College, Gurdaspur who shall be the sole Arbitrator & his decision shall be final & binding.

43. This tendering process can be terminated at any stage (even without giving contract to any of the applicants) without assigning any reason.

44. The courts of Punjab shall have the exclusive jurisdictions to try all disputes if any arising out of this contract.

45. EMD of unsuccessful bidders will be returned without interest after the completion of tender process.

Payment Terms:-

- 1.) The rent/license fee amount shall be deposited with the College account in the first week of every month in advance.
- 2.) The monthly rent will be 50% exempted during lean period of the Academic session/Student Vacation i.e.
July & January.

PENALTY FOR VIOLATION OF RULES, TERMS AND CONDITIONS

Failure to supply food in terms of quality, quantity and as per the menu indicated will attract penalty. For not adhering to contractual conditions, College shall be free to impose monetary fine as deemed fit on the Contractor. If any fines are imposed the same shall be deposited by the Contractor to the College. The Contractor may be fined in case of violation of the following:

1. Vegetables used should be fresh and of good quality. If vegetables kept for use are found to be

Govt. College Gurdaspur

Trimmo Road, Gurdaspur

rotten or of poor quality, then a fine of Rs. 1,000/- for each occasion will be imposed.

2. Each complaint of unclean utensils would lead to a fine of Rs.500/-on the Contractor.

3. If poor quality raw material is used for preparation of food items, a penalty of Rs.1,000/-for each occasion will be imposed.

4. Oil once used should not be re-used. If re-use of oil is noticed, penalty of Rs. 500/ - for each occasion would be levied.

5. If it is found that food items are not cooked properly or if quality of any item served is not up to the mark (decided by Committee) the fine of Rs 1000/- would be imposed on the contractor.

6. If there is any deviation in the approved menu, a fine of Rs.1,000/-for each occasion will be imposed.

7. Change in the menu without permission of the College would result in a fine of Rs. 500/-

8. In case eatables are sold by the Licensee after the expiry date as mentioned by the manufacturer, a penalty of Rs. 500/- will be imposed for each default.