

अम्बेडकर विश्वविद्यालय दिल्ली



Ambedkar University Delhi

No. AUD/1-10 (109)/2017/Cafeteria /

Dated : 26 April 2017

To,

Subject: Notice Inviting Tender for running cafeteria in the Ambedkar University Delhi, Kashmere Gate Campus

The Ambedkar University Delhi (AUD) invites sealed quotations from competent & reputed Contractors/ Firms/ NGOs for running cafeteria in the Ambedkar University Delhi, Kashmere Gate Campus. Technical & Financial bids are required to be submitted in separate sealed covers addressed to the Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 so as to reach us on or before 17-05-2017 up to 3.00 pm, duly super scribing the work i.e. **“Technical Bid for running cafeteria in the Ambedkar University Delhi, Kashmere Gate Campus”** and **“Financial Bid for running cafeteria in the Ambedkar University Delhi, Kashmere Gate Campus”** on top of the cover.

Bidders should read the tender document carefully as enclosed and comply strictly with the conditions, while sending their bids. Clarifications, if any, may be sought from the AUD Admin Division on Telephone No 23863655. Tender format can be downloaded from our website 'www.aud.ac.in'.

Sd/xxxxxx

Deputy Registrar (Admin)

Copy forwarded to:

1. Registrar, Ambedkar University Delhi
2. Controller of Finance, Ambedkar University Delhi

AMBEDKAR UNIVERSITY DELHI

TENDER DOCUMENT

FOR

RUNNING CAFETERIA IN THE AMBEDKAR UNIVERSITY DELHI, KASHMERE GATE CAMPUS

- | | | | |
|----|--------------|---|--------------------------------------|
| 1. | Annexure I | : | List of Items |
| 2. | Annexure II | : | Technical Bid Form |
| 3. | Annexure III | : | Financial Bid Form |
| 4. | Annexure IV | : | Undertaking |
| 5. | Annexure V | : | Format for Performance Certification |
| 6. | Annexure VI | : | Contract Agreement |

TENDER FOR RUNNING CAFETERIA IN THE AMBEDKAR UNIVERSITY DELHI,
KASHMERE GATE CAMPUS

1. Parties:

The parties to the Contract are the Tendering Contractors/ Firms/ NGOs (hereinafter referred to as Contractor) and the Ambedkar University Delhi (AUD).

2. Scope of Work

Preparation, processing, cooking and serving of prepared & cooked food items, packaged food items and beverages to the students, faculty & administrative staff (Total Approx 2000) in the Ambedkar University Delhi, Kashmere Gate Campus.

3. Eligibility conditions:

(i) The Contractor should have run a cafeteria/ canteen/ mess (excluding beverage and snacks services) of Government departments/ institutions/ organizations/ companies/ guest houses/ reputed private educational institutions, each having not less than 500 persons on its dining strength per day for a continuous minimum period of last three (03) years as on 31.03.2017.

(ii) The Bidder's average annual financial turnover (gross) in catering services during the last three years should not be less than Rs. 20 Lakh each year.

(iii) The Bidders' performance for each work should be certified by the concerned organization. The certificate should also indicate the compliance of statutory requirements. All documents submitted by the Bidder, feedback received from the previous/present clients and on the spot assessment of the AUD Tender Evaluation Committee, will be evaluated for technical qualification.

(iv) The Contractor should be located in Delhi NCR.

(v) The Bidder should have PAN No., TIN No. and VAT No. and should submit legible attested copies of these documents with Technical Bid.

4. Preparation and Submission of Tender:

(i) Tender shall be submitted in official tender form only. If submitted in any other form, the same shall be summarily rejected.

(ii) The tender should be submitted in two parts viz. Technical Bid and Financial Bid in the proforma given in Annexure II and Annexure III respectively with each bid kept in a separate sealed cover.

(iii) Each cover must contain the address of the Bidder, and should be superscribed with the statement “**Technical Bid for running cafeteria in the Ambedkar University Delhi, Kashmere Gate Campus**” and “**Financial Bid for running cafeteria in the Ambedkar University Delhi, Kashmere Gate Campus**”, as the case may be.

(iv) These two covers should then be **kept in another sealed cover** addressed to Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006, duly superscribed “**Tender for running cafeteria in the Ambedkar University Delhi, Kashmere Gate Campus**”.

(v) The tender will be submitted **before 3:00 PM on 17-05-2017**. The Technical bid will be opened at 3:30 PM on 17-05-2017 in the presence of intending Bidders, if any. The Financial bid will be opened after evaluation of the technical bids and only such Bidders, whose bids qualify in technical evaluation, shall be called for opening of their Financial bids.

(vi) Any tender form with any correction, amendments, overwriting etc. shall be considered invalid and shall be rejected, except if duly initialed with seal of the Bidder.

(vii) The tender is liable to be ignored if complete information is not given there-in, or if the particulars and data (if any) asked for in the schedule to the tender are not filled in.

5. Earnest Money Deposit (EMD):

(i) The Technical Bid must be accompanied by Earnest Money Deposit of Rs 25,000/- submitted in the form of Demand Draft/ Banker’s Cheque drawn on any Scheduled Bank in favour of “Registrar, Ambedkar University Delhi” payable at Delhi.

(ii) Earnest Money is required to protect the client against the risk of the Bidder’s conduct, which would warrant the forfeiture of the EMD. Earnest money of a Bidder will be forfeited, if the Bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of AUD.

(iii) The successful Bidder's EMD will be forfeited without prejudice to other rights of AUD, if it fails to furnish the required performance security within the specified period.

(iv) No interest will accrue on the EMD/ performance security deposit.

(v) EMD of the successful bidder shall also be liable to be forfeited if the Contractor does not fulfill of the following conditions:

(a) An agreement is not signed in the prescribed form within fifteen days of the receipt of the Letter of Award of the Contract;

(b) The Contractor does not commence Cafeteria services within twenty one days from the date of award of contract.

6. Technical Bid :

(i) The Technical bid, having details of the Contractor along with the EMD, should be submitted in the form given in Annexure II.

(ii) Copies of the following certificates will be enclosed with the Technical bid, otherwise the tender would be summarily rejected:

(a) Registration Certificate (In case of a Registered Firm)

(b) Copy of CST/VAT/TIN Registration Certificates;

(c) Copy of PAN Card;

(d) Copies of Income Tax Return filed for the last three financial years/ copies of audited accounts statement issued by CA mentioning details of turnover;

(e) Proof of running a cafeteria / canteen (Copies of at least one work order received from Govt. depts. / PSUs/ University during each of the last three years should be enclosed).

(iii) The Contractor should also submit an undertaking as given in Annexure IV with the Technical bid.

(iv) The Technical Bid must be accompanied by Earnest Money Deposit of Rs 25,000/- submitted in the form of Demand Draft/ Banker's Cheque.

7. Financial Bid:

- (i) The Financial Bid should be submitted in the form given in Annexure III.
- (ii) The consolidated price quoted shall be firm & final and inclusive of all taxes, duties, VAT etc. as applicable. No extra shall be payable on this account.
- (iii) The rates will be valid for a period of two years, computed from the date of award of contract.
- (iv) Rates should be written in figure and words cleanly for each item.

8. Validity:

The bids shall be valid for a period of 4 (four) months from the date of opening of the tender. AUD may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

9. Criterion for Evaluation of Tenders:

- (i) The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Annexure II, which is an eliminatory round, and then on the basis of commercial information furnished in form given in Annexure III. Any inferences drawn by the Bidders or their representatives during the opening of the technical bid will be their own view and AUD will not be responsible/ required to abide by the same.
- (ii) It shall be noted that required documents submitted along with the technical bid will be perused/examined and in case of any deficiency, the bid will be rejected.
- (iii) The initial criteria prescribed in Para 3 above, in respect of years of operation in the business, experience of similar class of work completed and financial turnover will first be scrutinized and the applicant's eligibility for the work will be determined.
- (iv) AUD shall obtain feedback from the previous/present clients of the Bidder and also depute its evaluation committee to inspect the site(s) at present contract(s) for on-the-spot first hand information regarding the quality of food and services provided by the Bidder, which will form the basis for evaluation of technical bids, other than requirements listed in Para 6 above. The decision of the AUD in this regard will be final and binding on all Bidders.

(v) As a part of the process to evaluate the technical bids, the Tender Evaluation Committee may invite the Bidders to make a presentation before it. Bidder may also be asked to produce a sample of each item for inspection.

(vi) At the time of opening of financial bids, the price of each bidder shall be read out on the spot. However, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/ correction of arithmetical errors in the financial bid, if any.

(vii) The bidder is required to quote prices for all the items listed in financial bid proforma. The sum total of rates shall be considered to ascertain L1 Bidder.

(viii) Merely becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure by the Tender Evaluation Committee.

10. Right of Acceptance and Other Provisions:

(i) The acceptance of the tender rests with AUD. The university is not bound to accept the lowest tender bid and reserves the right to accept or reject any or all the bids without assigning any reasons thereof.

(ii) AUD reserves the right to change any condition of the tender before opening of the Technical Bids. AUD also reserves the right to relax any terms & conditions of this tender document to safeguard its interest.

(iii) The incomplete and conditional tenders will be rejected. Quoting unrealistic rates will be treated as disqualification.

(iv) The Competent Authority reserves the right to award any or part or full contract to any successful Contractor(s) at its discretion and this will be binding on the bidders.

(v) The Bidders will be bound by the details furnished by him/ her to the AUD, while submitting the tender or at subsequent stage. In case, any of such documents furnished by the Bidder is found to be fictitious at any stage, it would be deemed to be a breach of terms of contract making him/ her liable for legal action besides termination of contract.

(vi) AUD reserves the right to black list a defaulting Contractor.

- (vii) Any inquiry after submission of the tender will not be entertained.
- (viii) Any failure on the part of the Bidder to observe the prescribed procedure and any attempt to canvas for the purchase order will prejudice the Firm's quotation.
- (ix) AUD reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.
- (x) The tender document is valid for a period of six months from the date of issue. If Work order is not issued within this period, the process will have to start afresh.
- (xi) In case of failure to comply with the provisions of the terms and conditions mentioned in the tender, by the Contractor that has been awarded the contract, the Competent Authority reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulting Contractor, which has been awarded the initial contract and this will be binding on the bidders.
- (xii) AUD may terminate the contract if it is found that the Contractor is blacklisted on previous occasions by any of the Government Departments/ Institutions/ Local Bodies/ Municipalities/ Public Sector Undertakings etc.
- (xiii) The performance of the Cafeteria will be reviewed jointly by a "Cafeteria Committee" constituted by AUD regularly. The Contractor will address the general complaints received from the Committee members, staff and students of AUD regarding the operation of the Cafeteria.

11. Description of work

- (i) The Contractor shall be responsible for engaging adequate number of trained/ semi-trained manpower required for providing good Cafeteria services in AUD campus.
- (ii) The Contractor will be required to provide services in the Cafeteria premises and also in various rooms of the University.
- (iii) The employees of the Contractor should possess good health and be free from any diseases, especially contagious and frequently recurring diseases.
- (iv) The Contractor will, prior to the commencement of the operation of contract, make available to AUD the particulars of all the employees who will be deployed at the AUD's premises for running the Cafeteria. Such particulars, inter alia, should include

age/ date of birth, permanent address, police verification report and profile of the health status of the employees.

(v) The revision in the quoted rates after two years to the extent of maximum 10% on yearly basis can be considered with negotiations and mutual consent to compensate inflationary effect and subject to extension of contract.

(vi) The Bidder is advised to visit and examine the site of works and its surroundings and obtain for himself all information that may be necessary for preparing the bid and entering into contract for execution of the works. The cost of visiting the site shall be Bidder's own.

(vii) The Contractor shall have to operate Cafeteria in Kashmere Gate campus of AUD. However, in case AUD commences its operations from a new campus in Delhi during the contract period, it will be at the discretion of AUD whether or not to allot a Cafeteria to the Contractor there. If the University asks the Contractor to start a Cafeteria, he/ she/ they will be bound to run it.

(viii) The contractor shall provide sufficient sets of Uniforms and pair of shoes to his employees and shall ensure that they wear them all times and maintain them properly.

(ix) The Contractor shall be personally responsible for conduct and behaviour of his/ her staff and any loss or damage to AUD's moveable or immovable property due to the conduct of the staff shall be made good by the Contractor. If it is found that the conduct or efficiency of any person employed by him/ her is unsatisfactory, the Contractor shall have to remove the concerned person and engage a new person within 48 hours of intimation by AUD. The decision of the AUD's designated officer in this regard shall be final and binding on the Contractor.

(x) The Contractor shall keep the Cafeteria and its surrounding areas clean and adhere to good sanitation standards every day after the services are over. The cleaning includes cleaning of utensils, kitchen, dining hall/ area, floor, counter, benches, tables, chairs, etc. AUD management will have 24-hour access to inspect the Cafeteria premises at any time for ensuring the cleanliness and hygienic conditions of the Cafeteria's kitchen and dining hall premises.

(xi) AUD reserves the right to appoint officers/ officials to inspect the quality of raw material, food and other items prepared and sold in the Cafeteria. Any defect(s) pointed out by such officers/ officials during their visits shall be properly attended to by the Contractor.

(xii) The Contractor shall sell all items at the rates mentioned in the financial bid and no changes, what-so-ever shall be made without prior written approval of the AUD.

Packaged food items/ beverages shall not be sold at rates more than the MRP. The rate list will be displayed at an appropriate place in the Cafeteria for the customers to see.

(xiii) If the Contractor fails to carry out the work as per the terms and conditions agreed upon, he/ she is liable for forfeiture of EMD/ Security Deposit in additions to penalty.

(xiv) The workers employed by the Contractor shall wear uniform and name badge, which is provided by the Contractor, and the he/ she, shall be responsible for the discipline of his/ her workers. The workers are not employees of the University and shall not have any claim whatsoever on the AUD and shall not act detrimental to the interest of the University. The workers shall have to follow the security regulations as directed by Security and Administration of the University. Workers shall not form union or carry out trade union activities in the campus.

(xv) No accommodation will be provided in the campus for the workers and the Contractor shall make its own arrangements.

(xvi) The University shall provide chairs and tables, fly catchers, exhaust fan, air coolers and water coolers/ dispenser for the dining hall of the Cafeteria. Other furniture and equipment, if any, required for satisfactory performance of the contract will be provided by the University. The maintenance (excluding repairs, etc. due to normal wear and tear) and upkeep of the above equipments, installations, shall be responsibility of the Contractor.

(xvii) The Contractor shall arrange to bring own kitchen equipment, cutlery, crockery, utensils, LPG cylinders, burners, stoves, mixer, grinder, cutter, deep freezer, refrigerator, microwave ovens, food warmers, tea kettles, hot plates, display counter, cash/ billing machine, fly trappers, cleaning material and tools, raw material storage units/ cupboards, table linen and any other item/ equipment that they may deem necessary for proper and efficient functioning of the Cafeteria, in addition to what is provided for by AUD.

(xviii) It will be the responsibility of the Contractor to store the stock of materials purchased by it in a neat, tidy and hygienic manner. The Contractor hereby agrees and undertakes not to use the articles purchased for any purpose other than to meet the requirements of the AUD and/or its employees and students. AUD will not be responsible for any loss or damage done or caused to the Contractor's stock, materials, etc, while they are stored within the University premises.

(xix) The Contractor should have sufficient equipment & crockery and other items normally required to cater to at least 200 - 300 persons at a given time. He should have sufficient utensils, crockery and other infrastructure to provide the service and also for

Buffet Lunch/ High Tea, as and when required. The Contractor will provide good quality table cloth/ table linen approved by AUD and flower in case of Sit Down Lunch/ Dinner at his own cost. The Contractor shall replace table cloth/ table linen/ flower every day.

(xx) The LPG (commercial) fuel for cooking purpose has to be arranged by the Contractor.

(xxi) The Contractor shall not make or cook any meal(s) in the premises of the AUD for supply to any person(s) outside the AUD.

(xxii) The Contractor shall not make any alterations or additions to the accommodation provided in the University for cooking and catering purposes. The Contractor shall not occupy any other area for any purpose, which has not been allotted by the University.

(xxiii) The food has to be prepared in clean, hygienic and safe conditions as per the menu.

(xxiv) At least two sweets and three salty snacks (samosa, vada, pakora etc.) will be prepared daily, other than the food items prepared for breakfast and lunch. (List of items to be provided is enclosed as Annexure-I). However this list is subject to modification by the University from time to time.

(xxv) The Contractor will ensure that all vegetables, fruits, spices and other ingredients used to prepare food are of standard quality. All items of food, raw materials for food purchased will have to confirm to the standards, prescribed under the prevention of Food Adulteration Act, and/or any other Act applicable and as far as possible shall have the standards/ branded bearing the mark "Agmark", ISI as applicable.

(xxvi) The kitchen, dining-hall, hand wash area, dish wash area, etc. will be washed with water and Soap solution and mopped after every meal (breakfast, lunch and dinner) and will be disinfected once in a week or as and when required. Tables will be cleaned after a customer has finished his/ her food.

(xxvii) The Contractor shall arrange for disposal of the garbage collected from the kitchen, dining halls, dish wash area etc. every morning in closed bins by separation of bio-degradable waste from non-biodegradable waste. The surroundings shall be kept clean and hygienic.

(xxviii) High quality of hygiene, sanitation and safety will be maintained at kitchen and dining halls. All the surrounding area of the mess premises should be cleaned and washed daily.

(xxix) After every meal all the plates, cups, katoris, water glass, spoons, forks, knives etc., are to be cleaned in soap solution and water and dried. All the vessels used for cooking also should be washed in soap solution and hot water before these are made available for use for cooking the next meal. The cleaning material supplied should be of approved quality.

(xxx) The Cafeteria shall remain open from 08:30 a.m. to 6.30 p.m. from Monday to Saturday. However, skeleton services will be provided beyond office hours up to 08:00 p.m. on these days.

(xxxi) Depending on the exigencies, the Contractor may be required to keep the Cafeteria open or closed as per requirements of AUD.

(xxxii) A complaint book shall be kept in the Cafeteria for recording any complaint or suggestions from any user of the University and will be produced for inspection. Decision taken by the Competent Authority of AUD for disposal of all these complaints/ suggestions shall be final.

(xxxiii) Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipments provided by the AUD are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the Contractor, failing which the same will be got done by AUD at the contractor's risk and cost. In this regard, the decision of the designated officer of AUD shall be final and binding on the Contractor.

(xxxiv) All work shall be carried out with due regard to the convenience of AUD. The orders of the concerned authority shall be strictly observed.

(xxxv) Whenever required, the Contractor will deploy adequate manpower for work during late hours and on Saturdays/ Sundays, including other holidays, according to the requirement of AUD.

(xxxvi) Storing/ supply/ sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the AUD's campus. Any breach of such restrictions by the Contractor or his/ her staff will attract deterrent action against the Contractor as per statutory norms.

(xxxvii) The Contractor shall ensure that either he/ she himself/ herself or his/ her representative is available for proper administration and supervision of Cafeteria to the entire satisfaction of the AUD.

(xxxviii) The Contractor shall not use the Cafeteria premises for any other activity except for the purpose for which it has been provided for.

12. Period of Contract

(i) The contract for Cafeteria services shall remain valid initially for a period of two years. However, in order to evaluate the performance and services of the Contractor, the contract will have probationary period of three months. The contract for the remaining 21 months will be confirmed only if the services and quality of items served by the Contractor are found satisfactory during the probationary period.

(ii) In case the performance and services of the Contractor are not found satisfactory during the probationary period of three months, AUD reserves the right to cancel the contract and award the work to the L2 Bidder.

(iii) The two-year contract period is subject to renewal by the AUD on satisfactory performance on mutually agreed terms and conditions for a further period of one year at a time or till such time mutually agreed to.

13. Performance Security

(i) Performance Security Deposit (PSD) of Rs 35,000/- will have to be deposited within 15 days on receipt of notification of award of contract to ensure due performance. Later, if the contract is awarded for commencing a Cafeteria in any of the future campuses of AUD, Performance Security Deposit @ Rs 35,000/- for each campus will be deposited by the Contractor.

(ii) PSD shall be in the form of Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee payable to "Registrar, Ambedkar University Delhi". PSD, renewed from time to time, will be retained by AUD for the entire period of the contract and on termination of the contract, shall be refunded to the Contractor without interest.

(iii) In case the Performance Security is submitted in the form of Bank Guarantee, the same should be valid for a period of 3 (three) months beyond the date of expiry of the contract. EMD will be refunded to the successful Bidder on receipt of performance security.

(iv) PSD will be released after all contractual obligations by the Contractor are over. If the contract is terminated by the Contractor without giving stipulated period of notice or he/ she fails to observe the terms & conditions mentioned in the Tender, Letter of Award for the Contract and Agreement signed by the Contractor with AUD; the Security Deposit will be forfeited without prejudice to the AUD Management's right to proceed against the Contractor for any additional damages that the University suffers as a result of the breach of the aforesaid terms and conditions.

(v) AUD reserves the right to ask for performance guarantee extension if contractual obligations are not fulfilled.

14. Time schedule for commencing Cafeteria operations after award of work

The Cafeteria should start operating within 21 (twenty one) days from date of issue of the work order. AUD will impose penalty as per terms and condition of this tender document, in the case of any delay.

15. License Fee, Electricity and Water Charges

The Contractor will pay monthly license fee at the Government rates for use of the space allocated for Cafeteria. Electricity bill shall also be paid monthly as per the Government rates. AUD shall install an electrical sub meter for this purpose. The Contractor will also pay monthly water charges @ Rs 300/- per month per campus, which may be revised if the contract is extended.

16. Payment

(i) The payment in respect of official hospitality bills of the AUD submitted in duplicate by the Contractor shall be released on receipt basis subject to fulfillment of obligations by the Contractor imposed under various laws, rules & regulations etc applicable from time to time and after scrutiny of authorization for supply at the prices offered by the Contractor. Any supply of food items without proper authorization by the designated authority of AUD will not be paid for. Tax, as applicable at the prevailing rates, will be deducted at source.

(ii) In the event there is any query, objection, delay or dispute with regard to any bill or a part thereof, the Contractor shall not be entitled to any interest to be paid by the AUD for late payment.

(iii) Payment shall be made through NEFT/ RTGS transfer only.

17. Termination of the Contract

(i) The Contract can be terminated by either party, i.e., AUD or the Contractor, after giving three months notice to the other party extendable by mutual agreement till alternate arrangements are made. However, AUD reserves the right to terminate the contract without giving any notice in case the Contractor commits breach of any of the terms of the contract. AUD's decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.

(ii) On termination of the contract, the Contractor will hand over all the equipments/ furniture/ articles etc., supplied by AUD, in good working condition, back to AUD.

(iii) If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory (say in a month or so) during the probationary period of three months from the date of taking over charge of the Cafeteria services, AUD reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.

18. Penalty

(i) Subject to the provisions of the tender, any breach of contractual obligations towards delivery of food items and performance of services shall render the Contractor liable to any or all of the following sanctions:

- (a) Imposition of liquidated damages;
- (b) Forfeiture of its performance security;
- (c) Termination of the contract for default;
- (d) Blacklisting the Contractor.

(ii) AUD reserves the right to impose a penalty of Rs 1000/- or upto 20% of the total value of the order, whichever is more, on the Contractor for delay in supplies/ unsatisfactory performance/ unacceptable quality/ adulteration or poor services, willfully or otherwise by the Contractor or his staff.

(iii) If the AUD is not satisfied with the quality of eatables served, services provided or behaviour of the contractor or his/ her employees, the Contractor will be served with 24-hour notice to improve or rectify the defect(s), failing which the AUD will be at liberty to take appropriate necessary steps as deemed fit.

(iv) In the event the requirement is urgent and Contractor is unable to replace any or all of the rejected material, AUD shall be free to procure the same from any other supplier or suppliers and recover the cost of such material from the bill of the Contractor without prejudice to the other rights of the AUD under the Agreement. In such case also, penalty of up to 20% of the total value of the order may be imposed.

19. Statutory Obligations:

(i) The Contractor shall obtain license under the Contract Labour (Abolition and Regulation) Act 1970 (hereinafter referred as the Contract Labour Act) and all other requisite licenses at his own cost from the appropriate authorities and 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 there under all such other provisions of laws in any enactment or otherwise laid down by an authority from time to time, it being clearly understood and agreed that the entire responsibility for compliance thereof shall always be of the Contractor. The Contractor shall be fully responsible for any compensation etc. in case of any injury/ casualty or mishap to any employees of the Cafeteria during Cafeteria working hours. Appropriate documents/ Certificates issued from appropriate authorities should be enclosed to support this.

(ii) The Contractor shall be responsible for timely payment of wages to his/ her workers as per Minimum Wages Act of the GNCT of Delhi. A monthly proof of the same shall be submitted by him/ her.

(iii) The Contractor shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any unlawful activity.

(iv) Employment of child labour is strictly prohibited under the law. Therefore, the Contractor will not employ any child.

(v) Food license for catering/ Cafeteria services in Delhi, issued by appropriate authority of Delhi State, i.e. License under FSS Act, 2006 should be obtained.

(vi) The Contractor shall fulfill all statutory requirements pertaining to minimum wages and other statutory benefits like ESI, EPF, MWA etc., and proper account of payments including minimum wages being paid to the workers. The Contractor shall be solely responsible for any failure to fulfill the statutory obligations and shall indemnify the University against all such liabilities, which may likely to arise out of the Contractor's failure to fulfill such statutory obligations.

(vii) In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the AUD by any individual, agency or government authority due to acts of the Contractor, the Contractor shall be liable to make good/compensate such claims or damages to the AUD. As a result of the acts of the Contractor, if the AUD is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the AUD or the AUD reserves the right to recover such amount from the payment(s) due to the Contractor while settling his/her bills or from the amount of Security Deposit of the Contractor lying with the AUD.

(viii) The Contractor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc.

(ix) The Contractor will take all necessary precautions against fire hazards and comply with rules and regulations as laid down by concerned local authorities, to the satisfaction of AUD.

(x) The Contractor shall at all times keep indemnified the principal employer, namely, Ambedkar University Delhi and its officers and designated concerned staff for and against all third party claims whatsoever (including property loss and damage, personal accident, injury or death of any person) and/or the owner and the Contractor shall at his/her own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act / Fatal Accident Act, Personal Injuries, Employees State Insurance Act, PF Act, etc. in force from time to time.

(xi) All employees engaged by the Contractor shall be comprehensively insured for accidents and injuries by the Contractor at his/ her cost.

(xii) The Contractor shall ensure the police verification of all the persons before deploying them at the allotted premises.

(xiii) In the event of MCD, Health Department or any other government/ statutory body authorities taking samples of raw material used by the caterer and those samples are not found fit/ up to the mark for human consumption, the Contractor shall be fully responsible for any fine/ penalty imposed or legal recourse taken by such authorities.

(xiv) The workers employed by the Contractor shall be directly under the supervision, control and employment of the Contractor and they shall have no connection whatsoever with AUD. The University shall have no obligation to control/ supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against AUD for employment, pension, or any other statutory claim, or regularization of their services by virtue of being employed by the Cafeteria Contractor, against any temporary or permanent posts in AUD. In case of any untoward incident/ fire/ death/ injury of any employee of Cafeteria, AUD will not be liable to pay any damages.

20. Breach of Terms and Conditions:

AUD may terminate the contract without any notice in case the Contractor commits a breach of any of the terms of the contract. AUD's decision that a breach has occurred will be final and shall be accepted without demur by the Contractor.

21. Subletting of Work

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

Contractor shall also not sublet/ assign or otherwise part with the possession of the premises, which is the absolute property of AUD, to any other party.

22. Right to Call upon Information Regarding Status of work

AUD has the right to call upon information regarding status of supply of the items at any point of time.

23. Agreement

The successful Bidder shall sign the agreement given at Annexure VI on a stamp paper of the appropriate denomination and submit the same to the Registrar, Ambedkar University Delhi within 15 days of the receipt of notification of award of contract.

24. Force Majeure

(i) AUD may consider relaxing the penalty and delivery requirements, as specified in this Tender Document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of a Force Majeure.

(ii) Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as natural disasters, act of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidders premise, etc.

(iii) If a Force Majeure situation arises, the Contractor shall promptly notify AUD in writing of such conditions and the cause thereof within fourteen days of occurrence of such event. Unless otherwise directed by AUD in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Arbitration

(i) If dispute or difference of any kind shall arise between the AUD and the Contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

(ii) If the parties fail to resolve their dispute or difference by such mutual consultation, the same shall be referred to the sole arbitrator, to be appointed by the Vice Chancellor, AUD at Delhi as per the provisions of the Indian arbitration and

Conciliation Act, 1996 and the rules framed there under. His/ Her decision will be final & binding on both the parties. The venue of arbitration shall be Delhi, India.

(iii) All legal disputes shall be subject to the jurisdiction of Delhi courts only.

Annexure I**List of Food Items and Beverages**

S. No.	Items	Specification/ Quantity	Remarks
1	Tea	100 ml	
2	Tea Special	100 ml	
3	Coffee	100 ml	
4	Milk	120 ml	
5	Milk with Bournvita	120 ml	
6	Cold Coffee	150 ml	
7	Sweet Lassi	150 ml	
8	Salted Lassi	150 ml	
9	Aloo Parantha	2 Parantha + pickle(600 gm)	
10	Paneer Parantha	2 Parantha + pickle(500 gm)	
11	Poori Bhaji	5 Puris + subji(350 gm)	
12	Pav Bhaji	2 Pav + Bhaji(400 gm)	
13	Chhole Bhature	2 Bhature + Channa (350 gm)	
14	Kachori Sabji	250 gm	
15	Mattar Kulcha	2 Kulcha with matter (250 gm)	
16	Noodles with vegetables	(100 gm)	
17	Maggi	100 gm	
18	Pasta	200 gm	
19	Spring Rolls	2 Pieces(150 gm)	
20	Noodles + Manchuriyan Pasta	200 gm	
21	Chilli Potato	150 gm	
22	French Fries	150 gm	
23	Samosa	60 gm	
24	Bonda	60 gm	
25	Dhokla	2 Pieces(60 gm)	
26	Bread Pakora	75gm	
27	Poha + Green Chutney	100 gm	
28	Upma	100 gm	
29	Plain Dosa	1 Dosa + Sambhar + Chutney (250g)	
30	Masala Dosa	1 Dosa + Sambhar + Chutney (350g)	
31	Idli Sambhar	2 Pieces Idli + Sambhar + Chutney (250g)	
32	Utthapam	1 Utthapam + Sambhar + Chutney (300g)	

33	Vada + Sambhar	2 Pcs Vada + Sambhar + Chutney (250 gm)	
34	Bread Toast	2 Bread Slices with Butter	
35	Cream Veg Sandwich	2 large Bread Slices with Mayonnaise	
36	Butter Sandwich	2 large Bread Slices with Butter	
37	Grilled Sandwich	2 large Bread Slices potato filled	
38	Cheese Toast Sandwich	2 large Bread Slices with Cheese	
39	Chutney Sandwich	2 large Bread Slices with Green Chutney	
40	Jalebi	100 gm	
41	Gulab Jamun	2 pieces (120 gm)	
42	Laddoo	70 gm	
43	Sohan Papdi	70 gm	
44	Kheer (Winter)	100 gm	
45	Palak Paneer	200 gm	
46	Shahi Paneer	200 gm	
47	Rajma Chawal	350 gm	
48	Chhole Chawal	350 gm	
49	Kadi Chawal	350 gm	
50	Veg Biryani	350 gm	
51	Fried Rice	200 gm	
52	Plain Rice	200 gm	
53	Roti	30 gm	
54	Vegetable	200 gm	
55	Dal	200 gm	
56	Vegetable Raita	50 gm	
57	Mini Thali (Chapati)	2 Chapati + Vegetable/ Dal + Salad + Pickle	
58	Thali	2 Chapati + Rice + Vegetable + Dal + Salad + Pickle	
59	Deluxe Thali	4 Chapati + Rice + Vegetable + Dal + Salad + Pickle + Papad + Raita/ Curd	

S. No.	Items	Quantity	Rates
1	Cold Drinks	As per size	MRP
2	Juices (Packed)	As per size	MRP
3	Mineral Water	As per size	MRP
4	Biscuits	As per size	MRP
5	Wafers (Packed) Branded	As per size	MRP
6	Chocolates (Packed)	As per size	MRP

Technical Bid

The technical bid shall contain following information in a sealed cover super scribed “**Technical Bid for running Cafeteria in the Ambedkar University Delhi, Kashmere Gate Campus**”. It shall consist of the following documents/ information:

1. Name & Postal address of Contractor/ Firm/ Agency:

Telephones Nos.:

E-mail:

Fax Nos.

Mobile Nos:

2. Name & address of Owners/ Partners/ Directors :

3. If Registered, Regn No with validity of registration with appropriate authority (Attach Copy of Certificate):

4. TIN/ Sales/ Service Tax Regn No. (Attach Copy of Certificate):

5. PAN No. (Attach Copy of Certificate):

6. Details of the turnover for the last three years (**indicate year-wise and attach audited document**) :

(a) Year 1 -

(b) Year 2 -

(c) Year 3 -

7. Attach Work order/ Certificate in support of experience for having run cafeteria/ canteen in the last three years (at least one proof for each year).

8. List of 3 reputed clients, with at least one client belonging to GOI/ State Govt. Dept./ PSU/ reputed educational institutions with telephone No.:

(a) Client 1 -

(b) Client 2 -

(c) Client 3 -

9. Has your organization been placed in defaulter category by any Govt. Department/ PSU/ Reputed Educational Institution? If not, please submit a self attested certificate to this effect.

10. Are you related in any way with any staff member of the AUD : Yes/ No.

11. Details of Earnest Money Deposit (DD No.):

Check list

S. No.	Check list of documents/ Undertakings	YES/NO	Remarks (Give reasons if answer is No)
1.	Is demand draft/ banker's cheque for a sum of Rs 25,000/- towards EMD, attached?		
2.	Is copy of Sales/ Service Tax Regn certificate/ TIN/ VAT No. attached?		
3.	Is copy of PAN No. attached?		
4.	Are IT Returns/ audited accounts statement of the last three years attached?		
5.	Are copies of work/ supply order issued by Govt organizations/ PSUs/ Autonomous bodies/ reputed Educational Institutions attached?		
6.	Whether list of three reputed clients (along with telephone numbers of contact persons) attached?		
7.	Is undertaking certifying that the firm is not black listed signed as per Annexure IV?		
8.	Whether the tender document signed on each page		

Place :

Signature of the Proprietor/ Authorized Signatory

Date :

Rubber Seal indicating complete address

Financial Bid

I/We.....
of hereby agree, subject to acceptance of this tender by AUD, to **run Cafeteria in the Ambedkar University Delhi, Kashmere Gate Campus** in accordance with the specifications, terms and conditions of the contract as stated in the tender document at the rates and prices given below:

S. No.	Items	Specification/ Quantity	Price/ Rate (Rs.)
1	Tea	100 ml	
2	Tea Special	100 ml	
3	Coffee	100 ml	
4	Milk	120 ml	
5	Milk with Bournvita	120 ml	
6	Cold Coffee	150 ml	
7	Sweet Lassi	150 ml	
8	Salted Lassi	150 ml	
9	Aloo Parantha	2 Parantha + pickle(600 gm)	
10	Paneer Parantha	2 Parantha + pickle(500 gm)	
11	Poori Bhaji	5 Puris + subji(350 gm)	
12	Pav Bhaji	2 Pav + Bhaji(400 gm)	
13	Chhole Bhature	2 Bhature + Channa (350 gm)	
14	Kachori Sabji	250 gm	
15	Mattar Kulcha	2 Kulcha with matter (250 gm)	
16	Noodles with vegetables	(100 gm)	
17	Maggi	100 gm	
18	Pasta	200 gm	
19	Spring Rolls	2 Pieces(150 gm)	
20	Noodles + Manchuriyan Pasta	200 gm	
21	Chilli Potato	150 gm	
22	French Fries	150 gm	
23	Samosa	60 gm	
24	Bonda	60 gm	
25	Dhokla	2 Pieces(60 gm)	
26	Bread Pakora	75gm	
27	Poha + Green Chutney	100 gm	
28	Upma	100 gm	
29	Plain Dosa	1 Dosa + Sambhar + Chutney (250g)	
30	Masala Dosa	1 Dosa + Sambhar + Chutney (350g)	
31	Idli Sambhar	2 Pieces Idli + Sambhar + Chutney (250g)	
32	Utthapam	1 Uttapam + Sambhar + Chutney (300g)	

33	Vada + Sambhar	2 Pcs Vada + Sambhar + Chutney (250 gm)	
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35	Cream Veg Sandwich	2 large Bread Slices with Mayonnaise	
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37	Grilled Sandwich	2 large Bread Slices potato filled	
38	Cheese Toast Sandwich	2 large Bread Slices with Cheese	
39	Chutney Sandwich	2 large Bread Slices with Green Chutney	
40	Jalebi	100 gm	
41	Gulab Jamun	2 pieces (120 gm)	
42	Laddoo	70 gm	
43	Sohan Papdi	70 gm	
44	Kheer (Winter)	100 gm	
45	Palak Paneer	200 gm	
46	Shahi Paneer	200 gm	
47	Rajma Chawal	350 gm	
48	Chhole Chawal	350 gm	
49	Kadi Chawal	350 gm	
50	Veg Biryani	350 gm	
51	Fried Rice	200 gm	
52	Plain Rice	200 gm	
53	Roti	30 gm	
54	Vegetable	200 gm	
55	Dal	200 gm	
56	Vegetable Raita	50 gm	
57	Mini Thali (Chapati)	2 Chapati + Vegetable/ Dal + Salad + Pickle	
58	Thali	2 Chapati + Rice + Vegetable + Dal + Salad + Pickle	
59	Deluxe Thali	4 Chapati + Rice + Vegetable + Dal + Salad + Pickle + Papad + Raita/ Curd	
	Total		
	Total (in words)		

Note : The quoted rates shall include all taxes, duties, VAT, etc. as applicable and no extra shall be payable on this account. Vague offers such as duties extra, cartage extra, tax extra etc shall not be accepted. Any extra taxes, duties, levies not written in the above table but written separately at any other place in the bid document shall not be considered and the bidder shall bear it.

Signature :

Name & Designation:

Name of the Firm/ Agency :

Seal of bidder:

Date :

UNDERTAKING (To be submitted with Technical Bid)

It is certified that I/ my Firm/ Agency/ Company has never been **black listed** by any of the Departments/ Autonomous Institutions /Universities/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or reputed private institutions and no criminal case is pending against the said Firm/ Agency as on _____.

Signature of the Bidder _____
Name of the Signatory _____
Name of the Firm/agency _____
Seal of the Firm/Agency _____

Place:

Date: _____

FORMAT FOR PERFORMANCE CERTIFICATION

(Furnish this information for each individual work from the employer for whom the work was executed)

1. Name of the Contract and location

2. Agreement no.

a. Scope of Contract

b. Annual Contract Cost

c. Date of start

d. Period

e. Amount of compensation levied, if any

f. Performance Report (Tick the response)

(i) Quality of Food - Good/ Satisfactory/ Unsatisfactory

(ii) Resourcefulness - Good/ Fair/ Unsatisfactory

g. Compliance of all statutory requirements- Yes / No

(Signature of the Contract Running Authority)

(Seal of the Organization)

Date:

Agreement to be signed for Rate Contract

<Stamp paper of requisite amount>

Rate contract for running cafeteria in the Ambedkar University Delhi, Kashmere Gate Campus

This agreement is made on _____ 2017 between the Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 hereinafter referred to as "AUD", and M/s _____, a registered company with registered office at _____, hereinafter referred to as "Contractor",

and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

WHEREAS the Contractor has tendered for providing Rate contract for running cafeteria in campuses of AUD as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the Contractor has deposited with the Tendering Authority the sum of Rs. _____ (Rupees _____ only) as performance security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The Contractor has accepted the contract on the terms and conditions set out in the tender notice No. _____ dated _____, which shall hold good during period of this agreement.
2. Upon breach by the Contractor of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the AUD to claim damages for antecedent breaches thereof on the part of the Contractor and also to reasonable compensation for the loss occasioned by the failure of the Contractor to fulfill the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the Contractor to the AUD.
3. Upon the determination of this agreement whether by effluxion of time or otherwise, the said deposit shall after the expiration of two months from the date of such

determination be returned to the Contractor but without interest and after deducting there from any sum due by the Contractor to the Government under the terms and conditions of this agreement.

4. This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one month's notice in writing without compensating the Contractor.

5. The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the AUD to the Contractor as hereinafter mentioned the Contractor hereby covenants with the AUD to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

6. The Tendering Authority hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

7. If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to render services from else other organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

8. In the event of action to be taken, the Contractor shall be liable for any losses, which the Tendering Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

Signed:

For and on behalf of
Ambedkar University Delhi

Authorised Signatory

For and on behalf of

M/s _____

Authorised Signatory

Witness 1 _____

Witness 2 _____

Witness 1 _____

Witness 2 _____