

# **E-Tender For Providing Canteen Services at Inter-University Accelerator Centre, Aruna Asaf Ali Marg, New Delhi-110067**

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**INTER-UNIVERSITY ACCELERATOR CENTRE**  
**(An Autonomous Centre of UGC)**  
**Aruna Asaf Ali Marg, New Delhi-110 067**

**SECTION-1**

**NOTICE INVITING E-TENDER**

On behalf of Inter-University Accelerator Centre, online bids are invited for providing Canteen Services at IUAC Campus, Aruna Asaf Ali Marg, New Delhi-110067 from registered and authorized firms/agencies as per details given in the tender documents.

**E-TENDER NO: IUAC/NIT/14/KM/2019/**

**Dated: 07/06/2019**

Important Dates

Bid Submission End Date (online)

04.07.2019 (1500 hrs)

Date of Technical Bid Opening (online)

05.07.2019 (1530 hrs)

EMD to be submitted in the form of Demand Draft for Rs. 30,000/-in favour of  
“ INTER-UNIVERSITY ACCELERATOR CENTRE, NEW DELHI ” by 1500  
hrs on 04.07.2019.

**2. Manual bids shall not be accepted.** The bid shall be submitted online only at **Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>**

**3.** The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of IUAC shall be final and binding.

## **SECTION-2**

### **INSTRUCTION TO BIDDERS FOR ONLINE BID SUBMISSION:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal. 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**

- 1) 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.
- 2) As part of the enrollment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- 3) 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.
- 4) Bidder then logs in to the site through the secured log-in by entering their user ID / password

### **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 Help desk.

## 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 /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 file name. 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 (ie 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 acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.

## ASSISTANCE TO BIDDERS

- 1) 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.
- 2) 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 Help desk. The contact number for the help desk is 1800 3070 2232.

## SECTION-3

### INSTRUCTION TO BIDDERS

#### 1. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders at technical bid stage of the bidding process:-

##### 1.1 Basic Eligibility:

1.1.1 The applicant should be in catering business (excluding beverage and snacks services) for a continuous minimum period of five (05) years as 31.03.2019. The caterer is required to meet the catering requirement of officers, staff, users, students and foreign dignitaries. (copies of work orders to be uploaded in support).

1.1.2 Experience of having continuously run the catering services during the last five years ending 31.03.2019 as per following:

Similar completed works each having not less than 100 persons on its dining strength per day in last five years. (certificate to be submitted from the concerned organization certifying catering services to more than 100 per day).

Similar nature of work means the running of the Canteen/ mess of government department / institutions / organizations / companies / guest houses for officers /staff and officer trainees.

##### 1.2 Average Financial Turnover (Gross):

1.2.1 The bidder's average annual financial turnover (gross) in catering services during the last three financial years. i.e., 2015-16, 2016-17 and 2017-18, should not be less than Rs. 15 Lakhs. (certificate from Chartered Accountant/IT return to be submitted).

##### 1.3 Performance Certification:

1.3.1 The bidder's performance, as per format at Form-III for each work completed in the last three years and in – hand should be certified by the concerned organization. The certificate should also indicate the compliance of statutory requirements.

1.3.2 Tenders received without proper documents, including demand draft, shall be summarily rejected. For the purpose of per-qualification, applicant will be evaluated in the following manner:

1.3.3 The initial criteria prescribed in Para 1.1 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.

1.3.4 The above will be followed by the visit of the Team of IUAC/Tender Evaluation Committee to the site of the contractor to inspect the site(s) at present contract(s) for on-the-spot first hand information regarding the quality of food and services provided etc.

1.3.5 On the basis of 1.3.3 and 1.3.4 above the financial bids will be opened.

1.3.6 The weightage would be given to the agency having its presence in multiple locations in Delhi, NCR regions.

## **2. SUBMISSION OF ONLINE BIDS:**

2.1 The bid shall be submitted online only at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>. Manual bids will not be accepted under any circumstances.

2.2 Tenderer/Bidders are advised to follow the instructions provided in the “Instruction to Tenderer” specified at Section 3 of this Tender document for e-submission of the bids online through CPP Portal Website: <http://eprocure.gov.in/eprocure/app> before proceeding with the tender.

2.3 All documents as per tender requirement shall be uploaded online through CPP Portal Website: <http://eprocure.gov.in/eprocure/app> and no documents except original demand draft towards EMD will be accepted offline. Bid of bidders not submitting any of the required documents online will be summarily rejected.

2.5 Both technical and financial bid are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal.

2.6 The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective bidders.

2.7 Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal.

2.8 The online bids (complete in all respect) must be uploaded online in two parts (Part-I: Technical and Part-II: Financial bid) as per Annexure-I and Annexure-II to IV respectively in PDF Format.

## **3. EARNEST MONEY DEPOSIT (EMD)**

3.1. The original hard copy of Earnest Money Deposit (EMD) of Rs.30,000/- in the form of Demand Draft in favour of “Inter-University Accelerator Centre, New Delhi” payable at New Delhi is required to be submitted in a sealed envelope superscribed “Tender for providing Canteen and Mess services at IUAC”, on or before the closing date and time of e-submission of online bids i.e. by 1700 hrs on 04.07.2016 to Administrative Officer (S&P), Inter-University Accelerator Centre, Aruna Asaf Ali Marg, New Delhi-110067, failing which the bids will not be considered.

3.2. Tender received without EMD or EMD for lesser amount will be summarily rejected.

3.3. The submission of EMD is compulsory for all the Bidders and no exemption will be granted for submission of EMD.

3.4. The EMD shall be returned to the bidder(s) whose offer is not accepted by IUAC within 30 days from the date of signing the agreement with the successful bidder. The EMD shall not carry any interest. However if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidder.

3.5. The EMD of the successful bidder(s) will be returned on receipt of Performance Guarantee.

3.6. EMD of a tenderer will be forfeited, if the tenderer withdraws or amend its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.

**4. FINANCIAL BID:** The bidder must submit their financial bid in the prescribed format (BOQ.pdf File) – specified at Annexure II of this tender document and no other format is acceptable. Bidders are required to sign on every page of Financial Bid and upload the dully filled in bid documents online without changing the format. If the BOQ file is found to be modified by the bidder or incomplete, the bid will be rejected.

**5. EXTENTION OF LAST DATE AT THE DISCRETION OF IUAC:** IUAC, may in its discretion extend the last date for e-submission of the online bids and such extension shall be binding on all the Bidders. Addendum/Corrigendum/Re-tendering, if any in this regard, will be published on the CPP Portal: <http://eprocure.gov.in/eprocure/app> & IUAC website: [www.iuac.res.in](http://www.iuac.res.in).

## **6. OPENING OF TECHNICAL AND FINANCIAL BID**

6.1. Online bids (complete in all respect) received along with draft of EMD (Physically) will be opened as per stipulated time and date indicated in Notice Inviting Tender of the tender document in presence of bidder/authorised representative of bidder, if available at IUAC, New Delhi. Bid received without EMD will be rejected straightaway.

6.2. A duly constituted committee will evaluate eligibility criteria of bidders. Technical bid of only those bidders, whose bids are declared eligible by the committee, will be evaluated.

6.3. It shall be noted that required documents submitted online along with the technical bid will be perused/examined and in case of any deficiency, the technical bid will be rejected and financial bid will not be opened;

6.4. After scrutiny of technical bids, IUAC shall shortlist the eligible bidders who qualify in the technical evaluation stage and inform them of the date and time of opening of the Financial Bids (Preferably by E-mail);

6.5. The representatives of the bidders willing to attend tender opening process will have to submit a letter of authorisation from the bidder to this effect. Bidders/representatives not attending the tender opening process will lose their right to challenge the process at a subsequent stage;

6.6. The financial bid 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 error in the financial bid;

6.7. 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.



6.8. Bids shall be summarily rejected, if it is received other than online through Central Public Procurement Portal.

7. **NON TRANSFERABILITY:** This tender is non transferable. The incomplete and conditional tenders will be summarily rejected.

8. **NON-WITHDRAWAL OF BIDS:** No bidders will be allowed to withdraw after e-submission of bids/ opening of the tender; otherwise the EMD submitted by the firm will be forfeited;

**9. VALIDITY OF BIDS**

9.1. Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.

9.2. In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

9.3. The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

**10. RIGHT OF ACCEPTANCE:**

10.1. The Competent Authority at IUAC reserves all rights to reject any bid including bids of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority at IUAC in this regard shall be final and binding.

10.2. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

10.3. The Competent Authority at IUAC reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.

10.4. In case of failure to comply with the provisions of the terms and conditions mentioned by the agency that has been awarded the contract, the Competent Authority at IUAC 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 agency, which has been awarded the initial contract and this will be binding on the bidders.

10.5. IUAC 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.

**11. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF OFFER'**

11.1. After determining the successful bidder after evaluation, the client shall issue a Letter of Offer (LoO) in duplicate, which will return one copy to client duly acknowledged, accepted and signed by the authorized signatory, within seven (07) days of receipt of the same by the successful bidder.

11.2. The issuance of the Letter of Offer to the bidder shall constitute an integral part of the Agreement and it will be binding to the Contractor.

## SECTION-4

### SCOPE OF WORK

#### 1 CANTEEN SERVICE

##### 1.1 Scope of Work:

1.1.1. To Prepare and serve breakfast, lunch and dinner for IUAC students, users, faculty, staff as per the menu suggested by Canteen Committee, after taking into account the availability of seasonal vegetables and fruits, eating habits of students/users/staff/foreign delegates who have come from different parts of the country. Care should be taken to prescribe a balanced diet at a reasonable price. The workers deployed by the contractor will work in Kitchen and Dining area under the guidance of Canteen Manager. Cleaners cannot be used for kitchen work. The average requirement of Sit Down break-fast, dinner is 40-50 & lunch is 70-80 plates per day.. However, these numbers are indicative and may vary depending upon the number of programmes as per calender of events.

##### 1.2 Job Specifications:

**1.2.1. The agency is required to set up the canteen, meeting day to day requirements of the students/users/staff and residents like breakfast, lunch, tea, snacks, coffee, cold drinks etc. and should have catering arrangements on requirement basis. The agency should also provide tea/coffee, snacks, lunch/dinner for foreign delegates as and when arrive at IUAC. No minimum guarantee will be furnished to the Contractor towards consumption of food items.**

**1.2.2. The agency will be required to display the price list of all the food articles, soft drinks, tea, coffee and juice sold in the canteen. The prices of the items sold in the IUAC canteen shall not be more than the local market rate and will be certified and reviewed by Canteen Committee of IUAC on regular basis.**

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

1.2.4. The workers should have worked in large canteens, hotels, messes for a period of three years and should have the sufficient knowledge and aptitude for preparing food both vegetarian and non-vegetarian.

1.2.5. 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.

1.2.6. The Agency 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.

1.2.7. 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.

1.2.8. The canteen shall remain open from 07:00 a.m. to 10.00 p.m. from Monday to Sunday. Any changes in the timings will be as approved by the concerned authorities.

1.2.9. The students/users/staff shall take their breakfast normally from 07:30 a.m. To 9.30 a.m.; lunch from 12:30 p.m. to 2:00 p.m.; and dinner from 08:00 p.m. to 09:45 p.m. No meals shall be served after the above timings.

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

1.2.11. A book shall be kept in the canteen for recording any complaint or suggestions from any user of IUAC and will be produced for inspection. Decision taken by the Competent Authority of IUAC shall be final in all these complaints/suggestions.

**1.2.12. The Agency cannot make any alteration in rates without the prior approval of the competent authority of IUAC.**

### **1.3 Menu of the Canteen**

1.3.1. The Canteen Committee will decide the food menu of the mess every month in advance after taking into account the availability of seasonal vegetables and fruit, eating habits of the students/users/staff who have come from different parts of the country. Care should be taken to prescribe a balanced diet at a reasonable price.

1.3.2. The menu so decided will be displayed in the dining hall and one copy given to the Canteen Manager who will ensure its strict observance.

1.3.3. If due to non-supply of the required vegetables, etc. the menu decided by the Committee needs a change, the Canteen Manager will immediately bring it to the notice of the Canteen Committee.

1.3.4. Subject to the availability in the mess, student/user/staff who asks for any extra item at breakfast/lunch/dinner may be supplied with it at such extra charges as may be fixed from time to time. The Canteen Manager will keep an account of such extra items in the diet register, which should be signed by the staff/user concerned. Charges for extra mess items will be recovered directly from the concerned student/user along with monthly mess dues.

### **LIST OF KITCHEN EQUIPMENT TO BE PROVIDED BY IUAC**

Basic equipment for functioning of canteen will be provided. Detailed list of equipment will be provided to Canteen Contractor during award of contract.

Canteen Contractor has to arrange for rest of the equipment which are not provided by IUAC. For further details bidders can contact designated officer.

## SECTION-5

### TERMS & CONDITIONS

#### **1. GENERAL TERMS AND CONDITIONS:**

1.1. The contractor shall obtain license under the Contractor Labour (Abolition and Regulation) Act 1970 (hereinafter referred as the Contractor 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 Contractor 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 canteen during canteen working hours. Appropriate documents/Certificates issued from appropriate authorities should be enclosed to support this.

#### **1.2. Food license for catering/canteen services in Delhi, issued by appropriate authority of Delhi State, i.e. License under FSS Act, 2006.**

1.3. The tenderer should have worked with Government/Public Sector Undertaking/Large Private Sector Institution of higher education having a Campus Guest House & Students' hostel facility with minimum of 100 persons, and a Certificate of Performance should be enclosed duly indicating the period/scope of contract and type of payments received.

1.4. IUAC reserves the right to obtain feedback from the previous/present clients of the Tenderer and also depute its team(s) 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 Tenderer. Decision of IUAC with regard to award of the contract will also depend upon the feedback received by it from the previous/and present clients and also from its team(s) deputed for the purpose. The decision of the IUAC in this regard will be final and binding on all bidders.

1.5. The tenderer should have **GST/VAT/TIN/PAN Registration.**

1.6. Before submitting the filled-in Tender Document to IUAC, the bidders may seek clarification(s), if any, from Administrative Officer, IUAC on Tel. No. 24126024/25/26(Extn.204) or in person by visiting the IUAC during working hours by taking prior appointment.

1.7. The IUAC reserves the right to change any condition of the tender before opening of the Technical Bids.

1.8. The successful bidder will have to enter into an agreement with IUAC as per draft agreement, subject to amendment before signing, given in Annexure-II before taking charge of the Canteen and commencement of the canteen work.

- 1.9. Canvassing in any form will make the tender liable to rejection.
- 1.10. **Quoted rates should be inclusive of all taxes and duties. These rates shall be fixed for two years.**
- 1.11. 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.
- 1.12. The offer should be valid for a period of at least 120 days from the date of the tender opening.
- 1.13. IUAC reserves the right to reject any or all the tenders, wholly or partly without assigning any reason thereof. In all matters pertaining to this tender, the decision of the IUAC shall be final and binding.
- 1.14. The tenderer 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.
- 1.15. The tenderer should be prepared to come to IUAC, to take part in discussion, if required at a short notice.
- 1.16. The tender for canteen shall be treated as a single unit for Award of Contract and contract will be awarded to the one tenderer only.
- 1.17. Pre-bid meeting: A pre-bid meeting would be held on 20.06.2019 at 1500 hrs. At IUAC.. The tenderer who require any clarifications of the tender documents are invited for the meeting.
- 1.18. Request for any further extension of the above deadline shall not be entertained. Delayed and/or incomplete tenders shall not be considered.
- 1.19. The Agency 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 made to the workers of the agency. The Agency shall be solely responsible for any failure to fulfill the statutory obligations and shall indemnify to IUAC against all such liabilities, which may likely to arise out of the agency's failure to fulfill such statutory obligations.
- 1.20. If the Agency fails to carry out the Jobs as per the terms and conditions agreed upon, he is liable for forfeiture of EMD/Security Deposit in additions to penalty.
- 1.21. The Agency shall be solely responsible either for any injury, damage, accident to the workman employed by the agency or for any loss or damage to the equipment/property in the areas of work as a result of negligence/carelessness of its workers.

1.22. The workers employed by the Agency shall wear uniform and name badge, which is provided by the Agency, and the agency, shall be responsible for the discipline of his workers. The workers are not employees of IUAC and shall not have any claim whatsoever on IUAC and shall not act

detrimental to the interest of IUAC. The workers shall have to follow the security regulations as directed by Security and Administration of IUAC. Workers shall not form union or carry out trade union activities in the campus.

1.23. The Agency shall ensure the police verification of all the persons before deploying them at the allotted premises.

1.24. No accommodation will be provided in the campus for the workers and the Agency shall make its own arrangements.

1.25 IUAC shall provide chairs and tables, fly catchers and water coolers/dispenser for the dining hall of the canteen. The Canteen is equipped with pot rack, clean dish table, dish washer with sink, stove, table with one sink, two door deep freezer, refrigerator, stainless steel rack, micro-oven, glass shelf, store for keeping raw food material & utensils. All other furniture and equipment, if any, required for satisfactory performance of the contract will be provided by IUAC. **The maintenance and upkeep of the above equipment, installations, shall be responsibility of the Agency.**

1.26 The Agency shall have to arrange for all cooking equipment, utensils, crockery services, table linen, flower and other necessary equipment etc. on his own for smooth running of the canteen.

1.27 However, the canteen is already equipped with water cooler, exhaust fan, fly catchers, etc.

1.28 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 IUAC and flower in case of Sit Down Lunch/Dinner at his own cost. The Contractor shall replace table cloth/table linen flower every day.**

1.29 The charges for PNG (Commercial) & LPG (commercial) fuel for cooking purpose has to be paid by the Agency.

1.30 The Agency shall not make or cook any meal(s) in the premises of IUAC for supply to any person(s) outside IUAC.

1.31 The Agency shall not make any alterations or additions to the accommodation provided in IUAC for cooking and catering purposes.

1.32 All the documentation in the tender should be in English.

1.33 Sub-letting/Sub contracting the work is not permissible under any circumstances.

1.34 Successful Agency shall execute an agreement in the prescribed format.

1.35 The Tender should be complete in all respects.

## **2. PERIOD OF CONTRACT**

2.1. The contract for Canteen shall remain valid initially for a period of one year. However, in order to evaluate the performance and services of the Contractor, the contract will have probationary period of 03 (three) months. The contract for the remaining 09 (nine) months will be continued only if the services and quality of items served by the contractor are found satisfactory during the probationary period.

2.2. If the performance of the contract found satisfactory, the contract may be extended on mutually agreed terms and conditions for a further period of one year or till such time mutually agreed to.

## **3. FORFEITURE OF EMD**

3.1. EMD of the successful bidder shall be liable to be forfeited if the contractor does not fulfill the following conditions:

- i. An agreement is not signed in the prescribed form within ten days of the receipt of the Letter of Award of the Contract;
- ii. The Contractor does not commence canteen within seven days of the award of contract.

3.2. The Contract for award of Canteen Services through this Tender is likely to come into effect from 01 AUGUST 2019. Hence, the Financial Bids submitted by the bidders should be valid to become operative from 01 AUGUST 2019. In view of this, no change in the financial bid will be allowed. If the successful bidder withdraws or alters the terms of the tender during this period, the Earnest Money Deposit shall be forfeited.

## **4. SECURITY DEPOSIT**

4.1. The successful bidder will be required to submit with IUAC Bank Guarantee or Demand Draft or Fixed Deposit Receipt (in original) made in favour of "Inter-University Accelerator Centre, New Delhi" for a sum of Rs.1,00,000/- (Rupees One lakh only) as Deposit on account of Performance Security.

4.2. Bank Guarantee or Demand Draft or Fixed Deposit Receipt (in original), renewed from time to time, will be retained by IUAC for the entire period of the contract and on termination of the contract, the IUAC will refund to the contractor the sum of Rs. One lakh without interest.

4.3. If the Contract is terminated by the Contractor without giving stipulated period of notice or fails to observe the terms & conditions of the Tender, Letter of Award for the Contract and the agreement signed by the Contractor with IUAC, the Security Deposit will be forfeited without prejudice to the IUAC Management's right to proceed against the contractor for any additional damages that the IUAC suffers as a result of the breach of the aforesaid terms and conditions.

## **5. IUAC PREMISES**

5.1 The canteen shall remain open from 7:00 A.M. To 10:00 P.M. every day. However, depending on the exigencies, the contractor may be required to keep the Canteen open or close as per requirement of IUAC.

5.2 The possession of the premises to be assigned by IUAC to contractor for providing canteen service will always remain with IUAC, even when the premises are in use or occupation of the contractor. The contractor shall vacate the premises immediately after termination of contract.

## **6. ELECTRICITY, WATER AND GAS CHARGES**

6.1 IUAC will provide free water and electricity in the kitchen and dining hall. The use of electricity will be restricted to lights, fan, refrigerator or any other electrical appliances/gadgets, which are considered necessary for smooth functioning of the kitchen/dining hall. In no case, electricity will be used for cooking or heating food.

## **7. BILL PAYMENT**

7.1 The contractor shall submit the official hospitality bills by monthly basis.

7.2 The payment in respect of official hospitality bills of IUAC 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 IUAC will not be paid for. Income Tax, as applicable at the prevailing rates, will be deducted at source.

7.3 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 IUAC for late payment.

7.4 Preparation of Canteen Bills, collection of bill amount from the canteen users, recovery of dues, & any other matter related with the Bills is the whole responsibility of the Contractor only.

7.5 However, the rates for the canteen services shall be charged from the officer/staff/public on the fixed rates as given in Annexure (s)II to IV.

## **8. TERMINATION OF THE CONTRACT**

8.1. The Contract can be terminated by either party, i.e., IUAC or the Contractor, after giving three-months notice to the other party expendable by mutual agreement till alternate arrangements are made. However, IUAC 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. IUAC's decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.

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

8.3. 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 canteen services, IUAC reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.



## **9. PENALTY**

9.1. IUAC reserves the right to impose a penalty of Rs.500 per week or part thereof on the Contractor for delay in supplies and unsatisfactory performance or for any serious lapse in maintaining the quality and the services willfully or otherwise by the Contractor or his staff or for any adulteration.

9.2. If IUAC is not satisfied with the quality of eatables served, services provided or behavior 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 IUAC will be at liberty to take appropriate necessary steps as deemed fit.

9.3. Force Majeure: IUAC 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.

9.4. 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.

## **10. SETTLEMENT OF DISPUTES AND ARBITRATION:**

10.1. All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of IUAC or any person nominated by her/him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings. The decision of the sole arbitrator shall be final and binding on the parties.

## **11. GOVERNING LAWS AND DISPUTES:**

11.1 This shall be construed and governed by the laws of Republic of India and the parties hereby submit to the exclusive jurisdiction of the Delhi Courts of Law.

## **SECTION-6**

### **1. STATUTORY OBLIGATIONS OF THE TENDERER (CONTRACTOR)**

1.1. The Contractor shall be responsible for engaging adequate number of trained/semi-trained manpower required for providing good canteen services in IUAC campus.

1.2. The employees of the Contractor should possess good health and free from any diseases, especially contagious and frequently recurring diseases.

1.3. The Contractor will, prior to the commencement of the operation of contract, make available the particulars of all the employees who will be deployed at IUAC premises for running the Canteen. Such particulars, inter-alia, should include age/date of birth, permanent address, police verification report and profile of the health status of the employees.

1.4. The Contractor shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act of NCT of Delhi Government.

1.5. The contractor shall fulfill all other statutory obligations, such as, Provident Fund, ESI, Service Tax etc. in force from time to time, as applicable.

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

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

1.8. 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 IUAC 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 IUAC. As a result of the acts of the Contractor, if the IUAC is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to IUAC or IUAC 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 IUAC.

1.9. 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.

1.10. The Contractor shall at all times keep indemnified the principal employer, namely, IUAC 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.

1.11. All employees engaged by the agency shall be comprehensively insured for accidents and injuries by the agency at his cost.

1.12. The verification of the antecedents of the staff will be responsibility of the Contractor. The contractor shall provide sufficient sets of Uniforms, Head Gears, Gloves and pair of shoes to his employees and shall ensure that they wear them all times and maintain them properly.

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

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

1.15. The Contractor shall keep the Canteen and its surrounding areas clean and up to date sanitation every day after the services are over. The cleaning includes cleaning of utensils, kitchen, canteen and mess hall, floor, counter, benches, tables, chairs, etc. IUAC management will have 24-hour access to inspect the canteen premises at any time for ensuring the cleanliness and hygienic conditions of the canteen's kitchen and dining hall premises.

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

1.17. The Contractor shall get the prices of all items approved by IUAC and no changes, what-so-ever shall be made without prior written approval of IUAC.

## **2. OTHER OBLIGATIONS OF THE CONTRACTOR**

2.1. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipment provided by IUAC 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 IUAC at the contractor's risk and cost. In this regard, the decision of the designated officer of IUAC shall be final and binding on the Contractor.

2.2. All work shall be carried out with due regard to the convenience of IUAC. The orders of the concerned authority shall be strictly observed.

2.3. The Contractor will deploy adequate manpower for work during late hours and on Saturdays/Sundays, including other holidays, according to the requirement of IUAC and the guests.

2.4. The Contractor will have to supply breakfast/lunch/dinner in the canteen/ IUAC premises as per requirement and schedule drawn for the purpose by the concerned authorities of IUAC.

2.5. 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.

**2.6. Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes, gutka or any other items of intoxication are strictly prohibited in IUAC's campus, including Canteen. Any breach of such restrictions by the Canteen Contractor will attract deterrent action against the Contractor as per statutory norms.**

2.7. The workers employed by the Contractor shall be directly under the supervision, control and employment of the Contractor and they shall have no connection what-so-ever with IUAC 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 IUAC for employment, pension, or any other statutory claim, or regularization of their services by virtue of being employed by the Canteen Contractor, against any temporary or permanent posts at IUAC. In case of any untoward incident/fire/death/injury of any employee of canteen IUAC will not be liable to pay any damages.

2.8. The Contractor shall ensure that either he/she himself/herself or his/ her representative is available for proper administration and supervision at the works to the entire satisfaction of IUAC.

2.9. The Contractor will bring his own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs etc., in sufficient quantity as needed to maintain the canteen services in addition to what is provided for by IUAC.

2.10. The Contractor shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.

**SECTION-7**

**ANNEXURE-I**

**TECHNICAL BID**

The following documents to be uploaded online in .pdf format)

<b>Sl. No.</b>	<b>Document</b>	<b>File Type</b>
1	Contact Details Form <b>(Form-I)</b>	.pdf
2	EMD of Rs. 30,000/-(Rs Thirty thousand only) (scanned copy)	.pdf
3	Scanned copy of Affidavit	.pdf
4	Certified copies of Registration particulars of firm / Company	.pdf
5	Certified copies (i) PAN, (ii) VAT/Sales Tax, (iii) TIN, (iv) Labour Registration, (v) EPFO Registration, (vi) ESIC Registration, (vii) Service Tax Registration	.pdf
6	Certified copies of Clearance Certificate (Last three years returns ending 31.03.2016) from (i) Sales/Service Tax Department, (ii) Income Tax Department	.pdf
7	Proof of minimum experience	.pdf
8	Attested copy of the audited balance sheets for the completed three financial years i.e. for 2015-16, 2016-17 and 2017-18	.pdf
9	Financial Capacity Form <b>(Form-II)</b> duly certified by company auditor	.pdf
12	Check List Form <b>(Form-III)</b>	.pdf

Signature of Authorised Signatory of the Tenderer with  
seal of the firm/company

Name: \_\_\_\_\_

Mob No. \_\_\_\_\_

Date: \_\_\_\_\_

## ANNEXURE-II

**FINANCIAL BID****1. Financial bid for Canteen Service for Students/staff/users & delegates (Regular Menu):**

S. No.	Menu Item	Unit	Unit Rate (Rs.)
1	Break-fast: Poha & Chutney or Chole & Bhature or Vada /Idli & Sambhar Chutney or Poori & Aloo sabzi or Uttapam & Shambar Chutney or Parathe Stuffed (Paneer/Aloo) & Dahi or Dosa & Sambhar Chutney or [Tea/Coffee, Milk, Bread Toast with butter/jam & Omelet/boiled egg will be served everyday]	01	
2	Lunch: Jeera rice, dal makhni, seasonal veg, off-seasonal veg or mattar pulao, seasonal veg, off seasonal veg, mansoor dal or aloo matar gravy, rice, seasonal veg, mansoor dal, or rice, aloo jeera, off seasonal veg, kadhi or rice, rajma, macroni, off seasonal veg or rice, sambhar, seasonal veg, off seasonal veg, roti or aloo matar gravy, rice, seasonal veg,	01	

	mansoor dal [salad, papad, dahi, aachar & roti to be served everyday]		
3	Dinner: Rice, dal takda, seasonal veg, palak paneer, or rice, rajma matar, paneer, or veg biryani, raita, paneer tikka, mattar mushroom or rice, arhar dal, seasonal veg, sabjee, gulab jamun or fried rice, chilly paneer (dry), chilly chicken (dry), veg manchurian (gravy), dahi or rice, moong dal, seasonal veg, halwa or rice, dal takda, seasonal veg, custurd [roti, salad & papad everyday]	01	
4	Mutton biryani, raita or Chicken biryani, raita	01	
	Gross Total for item 1,2 ,3 & 4		

- The above contents are only indicative there may be slight variation in the content based on the feedback of the students/users/staff/delegates.
- Non-vegetarian dinner once a week and for those who do not take non-vegetarian, other special to be served.

I/we declare that the above-mentioned quoted rates will remain valid for two (02) years from the commencement of contract agreement and in no case shall I/we demand any increase of rates on any ground whatsoever. The terms and conditions as indicated in the instructions to tenderers are acceptable to us.

(Seal and Signature of the Tenderer)

Name.....

Position.....

Postal Address.....

Phone No.....

### ANNEXURE-III

#### 2.Financial bid for Canteen Service for IUAC Official Meetings/Programmes (Special Menu)

S. No.	Menu Items	Unit	Unit Rate (Rs.)
1	Tea/Coffee	01	
2	Tea/Coffee + Biscuit	01	
3	Tea/Coffee, Biscuit + Samosa & chips	01	
4	Twining flavoured Tea (Green/Assam/Darjeeling) / Filter Coffee	01	
5	Tea/Coffee, Biscuits, mixed nuts	01	
6	High Tea (Menu-1): Tea/Coffee, Bakery Biscuits, veg snack (samosa & chips/paneer pakora/veg spring roll/hara bhara kabab) or veg sandwich	01	
7	High Tea (Menu-2): Tea/coffee, bakery biscuits, variety veg snacks (3 items), pastry	01	
8	High Tea (Menu-3): Tea/Coffee, bakery biscuits, variety of veg snacks,pastry+ fruit juice/soft drinks	01	
9	High Tea -Non-veg (cock tail ) (Menu-4): High Tea items with non-veg snacks (chicken tikka, mutton seekh kabab/cutlet)	01	
10	Basic Lunch (Menu-1): Rice, roti, daal, 2 veg items/panneer,	01	



	raita/curd, achhar, gulab jamoon and packed water 200ml		
11	Basic Buffet Lunch (Menu-2): Soup, salad, rice, roti, daal, 2 veg items/panneer, raita/curd, achhar, desert	01	
12	Special Buffet Lunch (Menu-3): Basic Buffet Lunch + one non-veg main dish (butter chicken/masala chicken/muglai chicken or meat curry/fish fried)	01	
13	Executive Lunch/Dinner (Menu-4) Basic Buffet Lunch + two non-veg main dishes + cut fruits + charges for table services	01	
14	Executive Lunch/Dinner (Menu-5) with drinks & snacks Item No. 9 + Item No. 13	01	

**Note: The Contractor should use:**

- 1. Good quality of Basmati Rice.**
- 2. Good Quality of vegetable oils eg .Fortune, Dhara, Rice brown etc.**
- 3. Good quality wheat flour (chakki atta)**

**ANNEXURE-IV**

**Financial bid for Canteen Service at IUAC for students/staff/users/delegates**

S. No.	Menu Items	Unit	Unit Rate (Rs.)
1	Tea	1	
2	Coffee	1	
3	Samosa	1	
4	Bhonda/Dal Vada/Channa vada	1	
5	Bread Pakora/Bread Roll	1	
6	Sambhar vada (2 pcs)	1	
7	Cold drink (½ ltr) [Coke/Pepsi]	1	
8	Fruit Juice (200 ml) [Real/Tropicana]	1	
9	Veg/Paneer Patties	1	
10	Veg Cutlet	1	
11	Veg Momos/Chicken Momos	1	
12	Bread slice (2 pcs)	1	
13	Dosa with Sambhar & chutney (plain/masala/paneer/onion)	1	
14	Bread slice (2 pcs)	1	
15	Dosa with Sambhar & chutney (plain/masala/paneer/onion)	1	
16	One-egg omelet	1	
17	Two-egg omelet	1	
18	Dal/Veg one plate/Rice (per plate)	1	
19	Egg Curry (2 pcs)	1	
20	Milk + Cornflakes	1	
20	Chicken curry (2 pcs)	1	
21	Ordinary Lunch/Dinner [Rice, roti	1	

	(3pcs), dal, seasonal vegetable, salad, raita/curd]		
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**SECTION-8**

(FORMS AND CHECK LIST)

**FORM-I**

**CONTACT DETAILS FORM**

GENERAL DETAILS OF BIDDER:

- 1 NAME OF THE COMPANY :
- 2 NAME AND DESIGNATION OF AUTHORIZED REPRESENTATIVE :
- 3 COMMUNICATION ADDRESS :
- 4 TELEPHONE AND MOBILE NO. :
- 5 E-MAIL ID :

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE:

- 1 NAME OF THE CONTACT PERSON :
- 2 DESIGNATION :
- 3 COMMUNICATION ADDRESS :
- 4 TELEPHONE & MOBILE NO. :
- 5. E-MAIL ID :

**FORM-II**

**FINANCIAL CAPACITY FORM**

Name of the Firm:

Address of the Firm:

Annual Turnover	2015-16	2016-17	2017-18

Signature of the authorised  
signatory of the Tenderer with  
seal of the firm/company

Name :

Mob No. :

Date :

NOTE: To be certified by Company Auditor with and signature

### **FORM-III**

#### **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. Contract Cost :

c. Date of start :

d. Period :

e. Amount of compensation :

levied, if any

f. Performance Report

(i) Quality of Food : Excellent/Very Good/Good/Fair

(ii) Resourcefulness : Excellent/Very Good/Good/Fair

g. Compliance of all statutory : Yes/No

requirements

(Seal of the Organization)

(Signature of the Responsible Authority)

Date:

**FORM-IV**

**DETAILS OF PREVIOUS CONTRACTS:**

Period of Contract		Name and Address of the Organization with reference letters	Name of the contact person & Phone No.	Value of contract and other Details	Remarks
From	To				

Give details of current contracts, if any, of similar services being rendered by you and which will be available for inspection by our officials:

Period of Contract		Name and Address of the Organization with reference letters	Name of the contact person & Phone No.	Value of contract and other Details	Remarks
From	To				


Place:

(SEAL AND SIGNATURE OF THE TENDERER)

Date:

**FORM-V**

**CHECK LIST**

SL. NO.	PARTICULARS	YES/NO
1	Have you filled and submitted all forms (i) Technical bid, (ii) Financial bid, (iii) Contact detail form, (iv) Financial Capacity form and (v) Checklist ?	
2	Have you read and understood various conditions of the Contract and shall abide by them?	
<b>TECHNICAL BID</b>		
3	Have you enclosed scanned copy of the draft for EMD of Rs. 30,000/- and uploaded with the Technical Bill?	
4	Have you submitted the original EMD draft of Rs. 30,000/- to IUAC on or before submission of online bid?	
5	Have you uploaded the proof of having met the following minimum eligibility criteria?	
6	Legal Valid Entity: Have you uploaded the attested Certificate issued by the Registrar of firms / Companies?	
7	Financial Capacity: Have you uploaded Audited Balance Sheets as required?	
8	Registration with Government Bodies like ESIC, EPF,	

	Labour Laws, Service Tax : Have you uploaded a copy of each of the Registration certificate?	
9	Experience: Have you uploaded the attested experience Certificates issued by the Organizations / Government Deptts of the last five years?	
10	Have your Technical Bid been prepared and uploaded as per the requirements of the Tender?	
FINANCIAL BID		
11	Have your financial Bid proposal duly filled and upload as per instructions?	
12	Have you quoted prices against each of the category/item?	
13	Have you provided cost break ups for all components in the Financial bid?	
14	Have you attended pre-bid site visit/briefing?	



## SECTION-9

(ON NON-JUDICIAL STAMP PAPER OF RS.10/)

### AFFIDAVIT

I/we ..... Partner(s)/Legal  
Attorney/Proprietor(s)/Accredited Representative(s) of  
M/s.....solemnly declare that :

2. I/we are submitting tender for or providing Canteen and Mess Services at IUAC against Tender Notice No.
3. I/we or our partners do not have any relative working in IUAC,NEW DELHI.
4. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
5. My/our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.
6. If my/our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.
7. The Price-Bid submitted by me/us is " WITHOUT ANY CONDITION".
8. If any information or document submitted is found to be false/incorrect, department may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money (EMD) and blacklisting of my/our firm and all partners of the firm etc.
9. I/we also declare that the Government of India or any other Government body has not issued any show-cause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
10. I/we also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that IUAC is not bound to accept highest ranked bid / lowest bid or any other bid that IUAC may receive.

(Signature of the Bidder with Seal)

Notary Attestation with seal

## **SECTION-10**

### **(AGREEMENT/CONTRACT FOR SUCCESSFUL BIDDER)**

#### **DRAFT OF THE AGREEMENT**

**TO BE JOINTLY SIGNED BY IUAC AND THE CONTRACTOR FOR RUNNING CANTEEN AT IUAC PREMISES, NEW DELHI**

(To be signed on a Stamp Paper of Rs. 100/- to be purchased by the Contractor)  
AGREEMENT

This Agreement made on this date \_\_\_\_\_ between Inter-University Accelerator Centre (hereinafter called IUAC) , New Delhi-110067 of one part and Shri/Mrs/Ms \_\_\_\_\_ of M/s \_\_\_\_\_ of the other part (hereinafter called the caterer). IUAC needs a caterer to run Canteen for supply of tea, coffee, cold drinks, juice, biscuits, snacks, high-tea, break-fast, lunch and dinner, etc for the students, users, staff, foreign delegates and residents as mentioned in the Tender Document. Whereas it is thought desirable to grant a Contract (not being a lease) to the caterer to prepare and serve the aforesaid items to IUAC students, users, staff, guests in the Canteen, office complex and in the conference room /guest house (in special cases as and when required).

The terms and conditions mentioned hereinafter, it is hereby confirmed as having been agreed to between the respective parties as under:

1. That the Caterer has been granted the contract to run Canteen in the premises of IUAC initially for a period of one w.e.f. 1<sup>st</sup> August, 2019 on the terms & conditions contained in the Tender Document, Letter of Award of the Contract and this agreement read together. If during this period, the performance is found satisfactory, the contract may be renewed for further specified period on the existing or mutually agreed to terms & conditions. The contract is also terminable on three-month notice by either side.
2. That the items served by the Caterer shall be wholesome and hygienic prepared in the clean atmosphere. IUAC Canteen Committee members and/or their authorized nominees may at any time

enter the kitchen area allotted to the caterer for the purpose of this contract and take away samples of raw material, semi-prepared or fully prepared eatable items free of cost for the purpose of inspection, trial or analysis, and the decision of the authorities of IUAC with regard to the desirability or quality of the food articles offered for consumption shall be final. If any item of the menu/provision of food is found defective or not fit for use/consumption, IUAC's authorities may - (i) issue warning; and / or (ii) get the said raw material/items destroyed and ask the Caterer to purchase fresh stocks, without any payment of compensation to the Contractor for the discarded material/items.

If, however, this problem recurs in spite of warning having been issued, IUAC reserves the right to impose financial penalty as decided by IUAC's authorities or the contract may be canceled without giving any notice.

3. The items of menu, which the Caterer would be expected to supply in the Canteen, are indicated in the Appendix II. The rates of items to be served by the Caterer shall be valid on annual basis, i.e., from August to July every year and in-between revision shall NOT be allowed. IUAC may, if considered necessary, revise the rates only after one year of the contract in regard to the items of food/eatables and drinks. Till such time that the revised rates become operative, the caterer shall charge the existing rates.

4. That the caterer shall use either Amul Milk or Mother Dairy milk.

5. That the caterer shall not make any additions or alterations in the premises allotted to him for providing canteen services.

6. That the caterer has agreed to keep the premises and its surrounding area neat, clean and tidy at all times and according to the Health/Hygienic conditions bye-laws of the Municipal Corporation of Delhi or any other government/statutory body. In the event of violation of any of the aforesaid bye-laws in and around the Canteen Kitchen/cooking area or dining hall, the caterer shall be responsible for any penalty/fine imposed by the concerned authorities.

7. That 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 caterer shall be fully responsible for any fine/penalty imposed or legal recourse taken by such authorities.

8. Free electricity and water to be provided by IUAC.

9. That the caterer has agreed to provide sufficient number of cooks, waiters and other support staff in the kitchen and dining hall and shall take all reasonable precautions to ensure that these workers attire themselves properly while on duty and are civil, polite, sober and honest in their dealings with the IUAC's staff, students, visitors and guests. He shall also employ only those workers whose antecedents have been verified by the police and are medically fit in all respects.

10. That any employee deployed by the Caterer in the premises becomes liable for suspension or dismissal by the IUAC due to his actions, disobedience or misconduct, the caterer shall accept the decision of the IUAC as final and abide by such decision. such an event, IUAC shall not in any way be liable for any claim made by the concerned employee of the caterer for wages or damages and the caterer shall keep the IUAC's authorities indemnified.

11. IUAC will have the right to review the working of this contract from time to time and if at any time it is found that the caterer has not fulfilled any of the conditions of this contract or that his working is unsatisfactory, IUAC may terminate the contract after giving the caterer three-month notice, but no such notice will be necessary if the contract is terminated on the ground of service of any undesirable commodity.
12. That the caterer will not transfer or assign any part of his interest under this contract and that this contract shall also be liable to be terminated by the death or insolvency of the caterer before the expiry of the period of this contract.
13. That it is agreed between the parties that no interest whatsoever in the premises has been assigned by IUAC to the contractor and the possession of the premises will always that of IUAC, even when the premises are in use or occupation of the caterer
14. IUAC shall provide to the caterer necessary equipments, furniture & fixtures, as per attached Annexures and he shall maintain them in good condition. He shall be responsible for their maintenance.
15. The caterer shall provide all other implements for running the canteen like crockery, cutlery, table linen, flower posts, livery or the Canteen Staff and these shall be of good quality and standard.
16. The caterer shall be required to procure gas refills in sufficient quantity for cooking purposes at his cost. The cooking equipments shall be provided in working condition by IUAC. However, subsequently operational expenses will be borne by the caterer himself. The caterer shall be responsible for any loss/theft of the gas cylinders and other equipment provided to him by IUAC.
17. The caterer shall also be responsible for the upkeep of equipments provided by the IUAC. In case of any damage to the furniture and equipments (list attached) by any person, he will immediately inform in writing the concerned authorities of the IUAC for recovery of such losses/damages from the defaulters, failing which the caterer shall himself be liable to pay the cost as decided by IUAC.
18. All the equipments, furniture/fixtures, including gas and electrical installation of the Canteen kitchen/dining hall shall be given to Contractor in good working condition. These will be used carefully & cautiously by his employees. The repairs up to the cost of Rs. 1,000/- of the gas and electrical appliances will have to be got done by the Contractor at his own cost.
19. That the Caterer shall maintain a Suggestion Book for recording suggestions for improvement of Canteen Services. Such suggestions, as approved by the IUAC's authorities, shall be forthwith acted upon. The suggestion book shall be kept open for inspection by the IUAC's designated authorities. In witness whereof the parties have put their hands to this agreement on the day aforesaid.

Signed on behalf of the Contractor

(Authorised Signatory)

Signed for and on behalf  
Inter-University Accelerator University

(Authorised Signatory)

