

INFORMATION & INSTRUCTIONS FOR BIDDERS

Earnest Money Deposit *	Rs 4,00,000/- (Rupees Four Lakh Only) through Demand Draft/Banker's cheque in favour of Principal, Indraprastha College for Women, Delhi.
*EMD should reach the Principal, Indraprastha College for Women, University of Delhi, 31, Sham Nath Marg, Delhi-110054 before end date and time of bid submissions in closed envelope superscribing the Tender Enquiry Number, Description of the Item, due date etc. Bidders however have to attach scanned copy of EMD along with the E-Tender (Technical Bid). Tender Document may be downloaded from the website of CPPP portal http://eprocure.gov.in/eprocure/app as per the schedule.	

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

1. The bidder should be based at Delhi/NCR and operating their business in and around Delhi/NCR.
2. The bidder should have experience of at least five years of rendering Mess Services to any one or more Girls/Women Hostel of government departments/ institutions /college
3. The bidder must have executed similar work at a place which has not less than 300 strength during each of last five years.
4. The bidder's minimum annual financial turnover (gross) during the last five financial years should not be less than Rs. 1 Crore per year.
5. The bidder must have Food License for catering services in Delhi, issued by appropriate authority of Delhi State, i.e. License under FSS Act, 2006.
6. The tenderer should have GST/VAT/TIN/PAN Registration.
7. GST/VAT Return for last five financial years.
8. ESI & EPF Registration.
9. The original hard copy of Earnest Money Deposit (EMD) of Rs. 4,00,000/- (Rupees Four Lakhs Only) in the form of Demand Draft in favour of "Principal, Indraprastha College for Women" payable at Delhi is required to be submitted in a sealed envelope superscribed "Tender for providing Mess Services in the Hostels of Indraprastha College for Women ", on or before the closing date and time of e-submission of online bids.

TERMS & CONDITIONS

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 licensees) and all other relevant and necessary provisions of the Contractor Labour Act and the Rules framed thereunder 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 Mess during working hours. Appropriate documents/Certificates issued from appropriate authorities should be enclosed to support this.
2. The successful bidder will have to enter into an agreements with the college before taking charge of the Mess and commencement of the Mess work.
3. Canvassing in any form will make the tender liable to rejection.
4. Quoted rates should be inclusive of all taxes and duties. The bidder must ensure the same while quoting the prices.
5. The college 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 college shall be final and binding.
6. The tenderer is advised to visit and examine the site of works with prior permission 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.
7. The Agency shall fulfill all statutory requirements pertaining to minimum wages and other statutory benefits like ESI, EPF, 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 the Institute against all such liabilities, which may likely to arise out of the agency's failure to fulfill such statutory obligations.
8. Tender received without EMD or EMD for lesser amount will be summarily rejected. The submission of EMD is compulsory for all the Bidders except who are exempted.
9. The EMD shall be returned to the bidder(s) whose offer is not accepted by the college 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.

10. The EMD of the successful bidder(s) will be returned on receipt of Performance Guarantee of equivalent amount.
11. 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.
12. Bidders are required to sign and seal on every page of tender document and supporting documents.
13. 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.
14. Bids shall be summarily rejected, if it is received other than online through Central Public Procurement Portal.
15. This tender is non transferable. The incomplete and conditional tenders will be summarily rejected.
16. 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.
17. Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.
18. The Competent Authority 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 in the college in this regard shall be final and binding.
19. 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.
20. The Competent Authority reserves the right to award any or part or full contract to any successful bidders at its discretion and this will be binding on the bidders. In case of failure to comply with the provisions of the terms and conditions mentioned by the college that has been awarded the contract, the Competent Authority in the college reserves the right to award the contract to the next lowest bidder or any other outside agency and the difference of price shall be recovered from the defaulting agency/contractor, which has been awarded the initial contract and this will be binding on the bidders.
21. The college 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.
22. After determining the successful bidder, the college will award the contract and the contractor shall give a Letter of Acceptance (LoA) in duplicate within 7 days along with other documents as mentioned in the tender document.

23. The issuance of the Letter of Acceptance to the bidder shall constitute an integral part of the Agreement and it will be binding to the Contractor.
24. 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/Performance Guarantee in additions to penalty.
25. 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.
26. 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 the College and shall not have any claim whatsoever on the College/Hostel and shall not act detrimental to the interest of the College. The workers shall have to follow the security regulations as directed by Security and Administration of the College. Workers shall not form union or carry out trade union activities in the campus.
27. The Agency shall ensure the police verification of all the persons before deploying them at the allotted premises.
28. No accommodation will be provided in the campus for the workers and the Agency shall make its own arrangements. They shall be liable to leave the College/Hostel premises 45 minutes after closing of mess.
29. Any change in approved MENU is required prior permission from the College Authorities.
30. The agency/contractor or its representative is compulsory required to attend the meeting as and when called.
31. The Agency shall not make or cook any meal(s) in the premises of the college/hostel for supply to any person(s) outside the college.
32. The Agency shall not make any alterations or additions to the accommodation provided in the hostel for cooking and catering purposes.
33. Sub-letting/Sub contracting the work is not permissible under any circumstances.
34. The Tender should be complete in all respects.
35. The contractor shall only use the Agmark, FSSAI approved product/raw material only. In case at any stage it is found that the lower or inferior quality of product/raw material is being used by the contractor, the college has the right to cancel or penalize the contractor as per the penalty clause of the agreement.
36. The contract for Mess Services 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 three months. The contract for the remaining 9 months will be confirmed only if the services and quality of items served by the contractor are found satisfactory during the probationary period.

37. The one-year contract period is subject to renewal by the college on satisfactory performance.
38. EMD of the successful bidder shall be liable to be forfeited if the contractor does not fulfill of 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 mess services within seven days of the award of contract.
39. The Contract for award of Canteen Services through this Tender is likely to come into effect from July 2019. Hence, the Financial Bids submitted by the bidders should be valid to become operative from date of submission. 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.
40. The successful bidder will be required to submit Performance Guarantee with college in the form of Bank Guarantee or Demand Draft or Fixed Deposit Receipt (in original) made in favour of Principal, Indraprastha College for Women for a sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs only) as Deposit on account of Performance Guarantee.
41. Bank Guarantee or Demand Draft or Fixed Deposit Receipt (in original), renewed from time to time, will be retained by the college for the entire period of the contract and on termination of the contract, the college will refund to the contractor the sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs only) without interest.
42. 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 the college, the Performance Security will be forfeited without prejudice to the college right to proceed against the contractor for any additional damages that the college suffers as a result of the breach of the aforesaid terms and conditions.
43. The Contract can be terminated by either party, i.e., college or the Contractor, after giving three months notice to the other party extendable by mutual agreement till alternate arrangements are made. However, college 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. The college decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.
44. On termination of the contract, the Contractor will hand over all the equipment/ furniture/ articles etc., supplied by college, in good working condition, back to college.
45. 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 mess services, college reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.

46. The college reserves the right to impose a penalty on the Contractor for delay in supplies and unsatisfactory performance or for any serious lapse in maintaining the quality, cleanliness and the services willfully or otherwise by the Contractor or his staff or for any adulteration.
47. If the college 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 college will be at liberty to take appropriate necessary steps as deemed fit.
48. 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 the COLLEGE 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.
49. 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.
50. The Contractor shall be responsible for engaging adequate number of trained/semi-trained manpower required for providing good mess services.
51. The employees of the Contractor should possess good health and free from any diseases, especially contagious and frequently recurring diseases.
52. The Contractor will, prior to the commencement of the operation of contract, make available to college the particulars of all the employees who will be deployed at the hostel for running the Mess. Such particulars, inter alia, should include age/date of birth, permanent address, police verification report and profile of the health status of the employees.
53. The Contractor shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act of NCT of Delhi Government.
54. The contractor shall fulfill all other statutory obligations, such as, Provident Fund, ESI, Service Tax etc. in force from time to time, as applicable.
55. The Contractor shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any unlawful activity.
56. Employment of child labour is strictly prohibited under the law. Therefore, the Contractor will not employ any child.
57. 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 college 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 college. As a result of the acts of the Contractor, if the college is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the college or the college 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 Performance Guarantee of the Contractor lying with the college.

58. 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. failure to do so may lead to termination of contract.
59. The Contractor shall at all times keep indemnified the principal employer, namely, Indraprastha College for Women and designated concerned staff for and against all third party claims whatsoever.
60. (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.
61. All employees engaged by the agency shall be comprehensively insured for accidents and injuries by the agency at his cost.
62. The verification of the antecedents of the staff will be responsibility of the Contractor. 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.
63. The Contractor shall be personally responsible for conduct and behavior of his staff and any loss or damage to college's moveable 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 college. The decision of the college designated officer in this regard shall be final and binding on the Contractor.
64. The Contractor shall not appoint any sub-contractor to carry out his obligations under the contract. Subcontracting will lead to immediate termination of contract.
65. The Contractor shall keep the Mess 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. The college management will have 24-hour access to inspect the Mess premises at any time for ensuring the cleanliness and hygienic conditions of the Mess.
66. The college reserves the right to appoint officers/ officials to inspect the quality of raw material, food and other items prepared. Any defects pointed out by such officers/officials during their visits shall be properly attended to by the Contractor.

67. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipments provided by the college 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 college at the contractor's risk and cost. In this regard, the decision of the designated officer of college shall be final and binding on the Contractor.
68. 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 college. The college 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 college for employment, pension, or any other statutory claim, or regularization of their services by virtue of being employed by the Contractor, against any temporary or permanent posts in college. In case of any untoward incident/fire/ death/injury of any employee of the Contractor n college will not be liable to pay any damages.
69. 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 the college.
70. The Contractor shall not use the Mess premises for any other activity except for the purpose for which it has been provided for.
71. The Competent Authority reserves the right to reject any or all the bids without assigning any reason thereof. The decision of the Competent Authority of the College shall be final and binding.

Signature and Seal of the Bidder

Rules pertaining to the daily functioning of Mess.

The detailed menu (subject to small modifications during the tenure of the contract) is given in the table that follows.

1. The timings for serving food shall be as follows:

Breakfast- 7:30am to 9:30am

Lunch- 2:00pm to 3.00 p.m.

Tea- 4:30pm to 6:15pm

Dinner- 7:00pm to 9:00pm

2. Menu as decided by the Hostel Committee shall be strictly followed.
3. Sufficient counters should be operational. The need will be decided by the Hostel Committee.
4. Catering services for College events held within the premises of Kalavati Gupta Hostel and Indraprastha College Women's Hostel may be undertaken only after obtaining a written permission from the Hostel Committee and warden at least three days prior to the event.
5. The caterer shall maintain a complaint and suggestion register and every complaint should be responded by taking corrective measures in consultation with the Kalavati Gupta Hostel and Indraprastha College Women's Hostel Council.
6. Guest meals and extra will be given to the customer either on basis of a student writing for it in the register maintained. The price the same shall be decided by the Hostel Committee in consultation with the Caterer.
7. In case the mess is closed for pest control or any occasion demanded by the contractor then the price of the meal will be deducted for which the mess remains closed.

Signature and Seal of the Bidder

Hostel Mess Menu

DAY	BREAKFAST	LUNCH	TEA	DINNER
MON	EGG/CHEESE-CUBE OR SLICE, MILK, CORNFLAKES, BREAD, JAM, BUTTER	MOONG DAL SABUT, TEENDA, DAHI, CHAPATI, CHAWAL ETC.	TEA/COFFEE PATTY	DOSA, IDLI, SAMBHAR CHAWAL, CHAPATI ETC, CUSTARD
TUE	KALA CHANA DRY, MILK, CORNFLAKES, BREAD, JAM, BUTTER, BANANA	CURRY CHAWAL, BEANS SABZI, CHAPATI, SALAD ETC.	TEA/COFFEE CAKE RUSK 2PC EACH	CHINESE ICE CREAM
WED	EGG/CHEESE-CUBE OR SLICE, MILK, CORNFLAKES, BREAD, JAM, BUTTER	DHULI MASOOR DAL CAPSICUM+ALOO, DAHI, CHAPATI, CHAWAL, SALAD	TEA/COFFEE MATHI	CHICKEN CURRY, MATTER PANEER, CHAWAL, CHAPATI ETC. SOOJI HALWA
THUR	POHA, MILK, CORNFLAKES, BREAD, JAM, BUTTER, APPLE	RAJMA CHAWAL, BHINDI, DAHI, SALAD, CHAPATI ETC.	TEA/COFFEE DHOKLA	SOYABEAN NUGGETS ALOO SUBZI, MIXED RAITA, CHAWAL CHAPATI, KHEER
FRI	EGG/CHEESE-CUBE OR SLICE, MILK, CORNFLAKES, BREAD, JAM, BUTTER	BHATURA CHANA RAITA, CHAWAL ETC.	TEA/COFFEE MATHI	CHICKEN CURRY, SHAHI PANEER CHAWAL, CHAPATI ETC, GUALB JAMUN
SAT	UPMA, MILK, CORNFLAKES, BREAD, JAM, BUTTER, BANANA	KALA CHANA, CHAWAL, GHIYA SABZI, CHAPATI, DAHI, SALAD ETC.	TEA/COFFEE PATTY	ARAHAR DAL, MIX VEG, CHAWAL, CHAPATI, ETC, CUSTARD
SUN	ALOO PARANTHA OR POORI ALOO/DAHI	PULAO, RAITA, SALAD, ALOO TAMATAR SUBZI, CHAPATI ETC.	TEA/COFFEE MAGGIE	DAL MAKAHANI, NAN, CHAWAL ETC, CHOTI RUSGUALIA 4 PC EACH

Signature and Seal of the Bidder

TENDER ACCEPTANCE LETTER

To
The Principal
Indraprastha College for Women
31, Sham Nath Marg
Delhi-110054.

Sub: Acceptance of Terms & Condition of E-Tender.

Madam

With reference to your tender, and after having examined and understood the instructions, terms and conditions specified in the tender, we hereby enclose our offer for providing Mess Services as detailed in your tender:-

- 1) I/We have downloaded/obtained the tender document(s) for the above mentioned material(s) as per your e-tender notified on the websites namely www.ipcollege.ac.in and <https://eprocure.gov.in/>
- 2) I/We hereby certify that I/we have read the entire terms and conditions of the tender documents, which form part of the contract agreement and I/we shall abide hereby by the terms / conditions/ clauses contained therein.
- 3) The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
- 4) I/we hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirely.
- 5) I/we do hereby declare that our firm has not been blacklisted/ debarred by any Govt. Department/Public Sector undertaking/etc.
- 6) I/we certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason thereof can summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit.

Signature and Seal of the Bidder

TECHNICAL BID

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

S.No.	Description	Details
1	Name of the Company/Firm	
2	Mailing Address	
3	Telephone, fax numbers and Email Id	
4	Year of registration of the Company	
5	Proof of the tenderer being based in Delhi/NCR and their operation in these areas	
6	GST No. of the company	
7	PAN No. of the company	
8	EPF Registration	
9	ESI Registration	
10	Food License for catering services in Delhi, issued by appropriate authority of Delhi State, i.e. License under FSS Act, 2006.	
11	Financial Turnover (Income Tax Return)	
12	GST/VAT Return	
13	Earnest Money Deposit (EMD)	
14	Experience of at least five years of rendering Mess Services to any one or more Girls/Women Hostel of government departments/ institutions /college, which has not less than 300 strength during each of last five years.	
15	Tender Acceptance Letter	
16	Performance Certification	

Signature and Seal of the bidder

FINANCIAL BID

I/We, (authorised person/s of the firm) carefully read, understand and accept all the terms & conditions of the e-Tender for Mess Services in the Hostels of Indraprastha College for Women. I/We am/are submitting herewith our rates for the following item:-

Rate per day per student	Rs. (in figure)
	Rs. (in words)

Taxes (if any): _____

Note: If there is a discrepancy between Rate in figure and word, the rate quoted in words shall prevail.

Signature and Seal of the bidder