

Dedicated Freight Corridor Corporation of India Ltd.
(A Government of India Enterprise under Ministry of Railways)

ADMINISTRATION DEPARTMENT

INVITATION TO BID

NAME OF WORK: Canteen services at DFCCIL's Corporate office.

(Tender No.: HQ/AD/CANTEEN/TENDER/2012)

MARCH -2012

Dedicated Freight Corridor Corporation of India Ltd.

5th Floor, Pragati Maidan, Metro Station Building Complex,

New Delhi-110001

Phone No.: 011-23454714, 23454700, Fax No.: 23454701

NOTICE INVITING TENDER

DFCCIL invites sealed bids in single packet system in the prescribed Proforma from well established and experienced firms/organizations/contractors for running canteen services to provide lunch/snacks/tea & coffee and other catering arrangements in its Corporate Office. Eligibility criteria, conditions of contract, details of EMD etc. are given in detailed bid document available on DFCCIL website www.dfcc.in and www.dfccil.org. Interested parties may obtain Bid Document from Manager Admn-II., Room No. 531, 5th Floor, Pragati Maidan, Metro Station Building Complex, New Delhi, (Phone No. 011-23454714) on any working day between 11:00 hrs to 17:00 hrs and upto 1300 hrs on 23.04.12. The cost of tender form, Rs.3,000/- (non-refundable), to be paid in the form of DD or pay order only in favour M/s DFCCIL, payable at Delhi. DFCCIL will not be responsible for non supply/non receipt of tender documents due to postage/courier delay. If tender document is downloaded from website, cost of the tender form shall have to be deposited along with the bid failing which the offer shall be liable to summarily rejected.

Detailed terms & conditions and future corrigendum/addendum will be posted on our website. All pages of the tender documents should be signed by the authorised signatory as a token of acceptance.

1.	Tender No.	HQ/AD/CANTEEN/TENDER/2012
2.	Name of Work	Canteen services at DFCCIL's Corporate office
3.	Contract period	Two years
4.	Type of Canteen	Non-Subsidized
5.	Staff Strength	Approx. 150
6.	Type of Meals	Tea/coffee, snacks, Lunch & Buffet Vegetarian and intercontinental lunch for official meetings
7.	Working Hours	9:30 AM to 6.30 PM and upto 4.30 p.m. on Saturdays
8.	Earnest Money Deposit	Rs. 80,000/- (Rs Eighty thousand only)
9.	Cost of Tender Form	Rs. 3,000/- (Rs. Three thousand only) (non refundable)
10.	Quantum of Business	Rs. Forty lakh approx. for the contract period
11.	Sale of tender forms	On working day 11.00hrs to 17.00hrs and upto 13.00hrs. on 23.4.2012.
12.	Last date for Submission of tender	23.04.2012 till 15.00 hrs
13.	Opening of tender	23.04.2012 at 15.30 hrs

**Manager/Administration-II
DFCCIL**

GENERAL TERMS AND CONDITIONS

1. The agreement shall be valid initially for a period of two years and thereafter it may be extended for a further period on mutual agreement. The contract can be terminated at any stage on one month's notice by DFCCIL without assigning any reason.
2. DFCCIL shall have the right to review the working of the contract from time to time and if at any time it is found that the Contractor has failed to fulfill any of the conditions of this contract or that his working is unsatisfactory, DFCCIL may terminate this contract after giving one month notice, but no such notice will be necessary if the contract is terminated on the grounds of serious misconduct or any act which requires immediate vacation of our premises.
3. The offer shall be valid for a period of 90 days from the date of opening of tenders.
4. EMD (Refundable) of Rs. 80,000/- (Rs. Eighty thousand only) in the form of Demand Draft/Bankers cheque drawn in favour of DFCCIL payable at New Delhi should be enclosed with the tender. Bids received without EMD will be summarily rejected. No interest is payable on EMD. The EMD of all the unsuccessful tenderers shall be returned. EMD shall be forfeited if the tenderer withdraws commitments, impairs or derogates from the tender in any respect within the period of the offer.

5. **Security Deposit.**

The successful Tenderer shall submit the security deposit of 5% of contract value which will be recovered only from running bill of contract and no other mode of collecting Security Deposit i.e. Bank Guarantee or FDR shall be accepted. The EMD of the successful tenderer shall be retained as a part of Security deposit. The amount of security deposit will be retained till a period of 60 days after the completion of contract. The rate of recovery will be the rate of 10% of the bill amount till the full security deposit is recovered. In case the security deposit is invoked, contractor shall deposit the balance amount so as to maintain security deposit of 5% all the time till validity of the contract. Security Deposit shall be returned to the Contractor after submission of an unconditional and unequivocal "NO claims Certificate" by the contractor.

6. **Performance Guarantee.**

The successful tenderer shall have to submit Performance Guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favour of DFCCIL, New Delhi. The performance guarantee will be furnished after

Letter of Acceptance has been issued but before signing of agreement and should be valid upto two months beyond expiry of the completion period. The agreement should normally be signed within 15 days after issue of LOA and same should be submitted within this time limit.

Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed.

7. ELIGIBILITY CRITERIA

S.No.	Description	Criteria
1.	Experience	<p>Bidder should have <i>successfully completed</i> at least one canteen/catering contract from its running base kitchen(excluding outdoor catering) costing not less than 35% of the advertised cost of work in the last three years (i.e. current financial year and previous financial years) for any government department/PSU.</p> <p style="text-align: center;">OR</p> <p>Bidder should be carrying out at least one catering/canteen contract (excluding outdoor catering) from its running base kitchen for at least two years with yearly billing not less than Rs.7,00,000/- (Rs. seven lakhs only) in any government department/PSU. <i>(Format of certificate is given in Annex-I)</i></p>
2.	Financial	<p>The bidder should have received payment against satisfactory execution of completed and ongoing works during last three Financial years i.e. current year and preceding 3 years as per current ITCC/audited balance sheet of not less than 150% of the advertised cost of work.</p>

SPECIAL CONDITIONS OF CONTRACT

1. The accepted price list will be made as an attachment to this agreement and will be valid for the period of contract. It cannot be reviewed during the period of contract except aerated drinks and other standard packaged items supplied in canteen. Prices of these articles will be revised whenever manufacturers revise them. The contractor will supply only such items specifically approved by the management. However, more items can be included in the menu with prior approval of the Management. *Accepted rate of individual items will be rounded off to nearest rupee for payment/purchase purpose. Fifty paise will be counted as next rupee.*
2. The contractor will be responsible for providing all food items mentioned in Annexure-II. Only reputed brand packed items viz., biscuits, namkeens, cold drinks etc. having MRP, Manufacturing date, expiry date, and batch no. etc. printed on them would be allowed for sale in the canteen with the approval of DFCCIL. *Cooking facility is not permitted in our office and therefore the Contractor has to make own arrangement for supply of above items from its base kitchen*
3. Tobacco products, wine, beer or any other alcoholic drinks or any other item prohibited by Law shall not be sold in the canteen.
4. In case of any food poisoning/contamination the contractor will be held fully responsible and he will bear all the expenses caused due to food poisoning/contamination.
5. The contractor will employ adequate number of staff in order to maintain efficiency of standards as desired by DFCCIL. The contractor will be directly responsible for the administration of his employees as regards general discipline and courteous behavior.
6. **The contractor shall provide trolley service for serving Tea/coffee at 11.00 hrs and 16.00 hrs on all days at both the floors.**
7. The Contractor will get all his workers medically examined once a year from approved Registered Medical Practitioner recognized by Indian Medical Council to be free from communicable diseases in addition to general fitness and will also ensure that waiters on duty are in proper uniform. The Contractor will also ensure that neat and clean uniforms are provided to his staff.
8. The contractor shall at his own cost, effect, as required as per the Act, necessary insurance in respect of the staff and other personnel or persons to be employed or engaged by the Contractor in connection with the rendering of the aforesaid services to DFCCIL and shall comply with the provision of (regulation and Abolition) Act, Employees Staff Insurance Act. Workmen's

Compensation Act, payment of wages Act, the employees provident fund and family pension fund Act, 1952, the other rules, regulation and/or statutes that may be applicable to them now or that may be introduced by the Government, Delhi Administration or municipal Authority subsequent to the date of this agreement and the Contractor shall keep DFCCIL indemnified from all acts of omission, default, breaches and/or any claim, demands, loss, injury and expenses to which DFCCIL may be put to or involved as a result of the Contractor's failure to fulfill any of the obligations under and/or under statutes and/or any bye-laws or rules framed hereunder or any of them. DFCCIL shall be entitled to recover any such losses or expenses which it may have to suffer or incur on account of such claims, demands/loss or injury from monthly bills or from the security deposit of the Contractor without prejudice to its any other rights under the law.

9. The contractor will be required to install all equipments like Microwave Oven, Heaters, Freezers, Baine Marie, hot cases, refrigerators, Vending Machine for tea & coffee duly approved by DFCCIL, cutlery, crockery of bone china (plates, soup bowls, tea cups etc.). It will be the responsibility of the contractor for cleanliness of crockery, cooking utensils, furniture, fixtures and fitting, etc in the kitchen as well as the canteen. The organization will not provide any cleaning material/dusters, etc for the same.
10. Very high standards of hygiene and cleanliness shall be observed in the running of the Canteen and connected services by the Contractor and workers engaged by Contractor including those responsible for collection of used utensils and periodic disposal of waste and refuse.
11. Canteen will remain closed on Sundays and other holidays unless specifically told by officer in charge of DFCCIL. In case the Canteen is to be opened on holidays and kept open beyond office hours, DFCCIL has the option to direct the Contractor to do so and permission to do so would be specific.
12. All sales from the canteen shall be strictly against Coupons/Requisition Slips and payment thereof will be reimbursed by DFCCIL on submission of a bill by the contractor. DFCCIL administration shall neither be responsible nor is to be approached for any help in realizing dues for any credit sales made to officers and staff in their personal capacity, which will be wholly to the risk of the contractor.
13. In the event of failure to supply the approved items without notice by the Contractor, the same will be arranged by DFCCIL at the contractor's risk and cost.
14. Officer in charge can inspect and oversee functioning of Canteen with a view to ensure hygiene, quality of food served and sufficient service in the canteen. In case there are repeated failures or lacuna noticed due to failure of

Contractor, a fine upto Rs. 1000/- at one time to be recoverable from bills due to the Contractor.

15. The Contractor will ensure that hazardous or inflammable or any intoxicating material is not stored in the canteen premises.
16. The Contractor shall not sublet or assign the license or use the space provided for running the canteen for purposes other than running a canteen and shall not allow anybody to reside in the licensed premises and shall not use the same or part of it for stocking or keeping articles other than those needed for use in the canteen and shall be responsible for all damages or losses to DFCCIL property by the Contractor himself or his staff and shall be liable to make good any such loss or damage excepting those due to reasonable use or wear and tear or such as caused by and an act of God.
17. DFCCIL will not be in any way responsible for any loss or damages accruing to any goods, stores or articles that may be kept by the Contractor in the canteen premises including kitchen and other rooms.
18. For termination of this agreement **three months notice will be required on contractor's side** in writing. The Contractor shall vacate the licensed premises peaceful after the expiry of the licensed period and /or earlier if desired by DFCCIL and shall hand over the same to the authorized officer along with all furniture, fittings and other articles as may have been provided from time to time and the decision of Group General Manager (Admn), DFCCIL shall be final and binding upon the Contractor. The Contractor shall be free to remove without any damage to the DFCCIL's property like furniture, fittings, crockery, cutlery, utensils, and other articles that might have been brought by the Contractor.
19. The Contractor shall keep in a conspicuous place in the Canteen the approved rate list of items and a complaint book to record complaints, and this book shall be open to inspection by persons duly authorized by DFCCIL. The contractor shall inform DFCCIL administration of the action taken by him in respect of complaints recorded in the book and shall carry out such directions as may be given to him from time to time.
20. No payment will be released without submission of PAN Number. All taxes will be recovered from his payment as per tax provision in vogue.
21. DFCCIL shall be providing premises (150 sq. metre approx.) free of cost on the 4th floor for operating the canteen of the office complex. Tenderers may inspect the premises on any working day before submitting the offers. Electricity upto 300units in a month shall be provided free of charge.

Electricity charges for consumption more than 300 units in a month shall be borne by the contractor. Water supply (to be used judiciously) shall also be provided free of charge by the company. One internal telephone (intercom) will also be provided free of charge.

22. The contractor shall be responsible for its Corporate and personal taxes of its employees and shall indemnify and keep indemnified the Company for any liability in this connection.
23. The contractor shall be responsible for safety of the catering area and would be liable for damages on account of negligent handling of equipments, water connection, electrical fittings and gadgets.
24. In the event of any information furnished by the contractor, being found later on to be incorrect or any material information having been suppressed the contract awarded on the basis of the same, the award letter may be withdrawn and the contract awarded can be cancelled.
25. In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, the same shall be referred to the sole arbitrator as appointed by DFCCIL. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996.

Notwithstanding any dispute between the parties, the agency shall not be entitled to withhold, delay or defer its obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract.

DOCUMENTS REQUIRED TO BE SUBMITTED ALONG WITH THE BID:-

- (i) Price bid as given in Annex-II;
- (ii) Experience Certificate as given below in Annex-I;
- (iii) Details of payment received for the years 2009-10, 2010-11, 2011-12 (please attach audited balance sheet, Profit & Loss account duly certified by Chartered Accountant);
- (iv) Copy of PAN card;
- (v) Food/PFA license no.- attach proof;
- (vi) General Information:-
 - (a) Name of the firm/company;
 - (b) Whether proprietary/partnership/joint stock company (attach documents) and year of incorporation;
 - (c) Complete postal address with fax & phone nos. of Corporate office, branch office;
 - (d) Name of the person/official authorised to deal with DFCCIL (copy of authorization certificate duly attested by applicant to be enclosed).

Annexure-1

Performa for Experience Certificate

To whomsoever it may concern.

M/s _____ has provided canteen / catering service in this department/ Organization and the details of the work are as under:-

- (i) Name of work :
- (ii) Agreement/ contract No. and date :
- (iii) Date of start of work/service :
- (iv) Date of completion of work/service :
- (v) Total value of work/service during Contract period :
- (vi) In case of ongoing work/service, the billing amount from start of work to three months prior to date of opening be indicated.

(Name and designation of the officer with seal of the deptt.) and Tel. no.

PRICE BID

1. There are three (03) schedules in the Price bid;
2. The bidder has to quote a single flat percentage above / below the base price separately for each schedule;
3. For evaluation purpose, Schedule (A), Schedule (B) and Schedule (C) have been assigned weightage of 70%, 10% and 20% respectively i.e. Basic price for Schedule 'A' is Rs.28 lakh, for Schedule 'B' is Rs.04 lakh and Schedule 'C' is Rs.8 lakh;
4. The quoted rate for evaluation will be worked based on the percentage quoted by the tenderer against the schedules.

Schedule (A)

Sl. No.	Item Name	Description	All inclusive base price (Rs.)
1.	Veg Thali	2 chapati/paratha, dal- 150gms, paneer dish -150 gms, seasonal veg- 100 gms, rice-100gms salad & sweet(40gms) or curd (90gms)	60/-
2.	Sambhar Idli/vada with chutney	two vada/idli of 100 gms, 150 gms sambhar	22/-
3.	Dal Vada	two pieces (total weight:- 70 gms) with a sachet of sauce/chutney	12/-
4.	Aloo samosa	Two pieces (70 gms each) with a sachet of sauce	12/-
5.	Vegetable sandwich	100 gms with a sachet of sauce	12/-
6.	Allu Tikki Burger	80 gms with a sachet of sauce	12/-
7.	Paneer pakora	Two pieces (total weight:-75 gms) with a sachet of sauce	12/-
8.	Bread Pakora	Two pieces (75 gms each)with a sachet of sauce	15/-
9.	Vegetable pattie	75 gms with a sachet of sauce	10/-
10.	Vegetable chowmien	150 gms with a sachet of sauce	17/-
11.	Rajma/chole with rice	150 gms rajma+150 gms rice	28/-
12.	Dal (per plate)	150 gms	15/-
13	Seasonal vegetable (per plate)	150 gms	18/-

14	Paneer dish (per plate)	150 gms	25/-
15.	Rice (per plate)	150 gms	12/-
16.	Rajma/chole	150 gms	16/-
16.	Romali roti/parantha	01	04/-
17.	Gulab jamun/rasgulla	1 pc	10/-
18.	Rasmalai	one pieces	18/-
19.	Tea	150 ml	05/-
20.	coffee	150 ml	06/-
21.	Vegetable soup	200 ml	12/-
22.	Snacks for meeting	Wafers (15gms), two cookies (20gms), one sweet/burfi, ½ ltr mineral water bottle.	25/-
23	Special snacks for meeting	Dhokla, Wafers (15gms), two cookies (20gms), one sweet/burfi, ½ ltr mineral water bottle.	37/-

The Rate will be% **above/below** for **Schedule (A)**.
 (to be filled by the bidder)
 (Please write in words also)

Schedule (B)

S.NO.	Item Name	Quantity	All inclusive Base price
1	Lunch Non-Vegetarian (buffet)	Butter chicken , Dal, seasonal vegetable, paneer dish, roti, pulao, papad, salad, pickle, Raita, soup, sweet, icecream (Total 750gms)	240/- per plate
2.	Lunch vegetarian (buffet)	Dal, seasonal vegetable, paneer dish, roti, pulao, papad, salad, pickle, Raita, soup, sweet, icecream (Total 650gms)	200/- per plate
3.	Western lunch (Buffet)	Chowmein, soup, Fried rice, Veg. Manchurian, boiled vegetable, sandwich, cutlet, sweet, icecream, Russian salad (Total 650gms)	170/- per plate

The Rate will be% **above/below** for **Schedule (B)**.
(to be filled by the bidder)
(Please write in words also)

Schedule (C)

All Packaged products such as cold drinks of popular brands, juices, biscuits, wafers, etc. Articles shall be made available in the canteen with the approval of DFCCIL.

The rate will be% below MRP for **Schedule (C)**.(to be filled by the bidder) (Please write in words also)

Note:-

Cooking facility is not available in our office and therefore the Contractor has to make own arrangement for supply of above items from its base kitchen to the office)

Name & Signature of the Tenderer