

Dedicated Freight Corridor Corporation of India Ltd.

(A Government of India Enterprise under Ministry of Railways)

TENDER DOCUMENT

NAME OF WORK: Canteen Services at DFCCIL's Corporate Office at New Delhi.

(Tender No.: HQ/Admin/Tender/Canteen/12)

August 2012

Dedicated Freight Corridor Corporation of India Ltd.

(A Government of India Enterprise under Ministry of Railways)

TENDER NOTICE

Tender No.: HQ/Admin/Tender/Canteen/12Dated:- 23.08.12

Group General Manager/Administration, DFCCIL for and on behalf of DFCCIL invites sealed tenders in a single packet from well established and experienced firms/ organizations/ contractors for the following work:-

1.	Name of work	Canteen services at DFCCIL's Corporate Office.	
2.	Contract period	Two years	
3.	Staff strength	Approx. 150	
4.	Type of Meals	Break Fast, Lunch, Tea/coffee/Soup, special snacks &	
		Buffet Vegetarian and intercontinental lunch for official	
		meetings	
5.	Daily Working Hours	9:30 AM to 6.30 PM and upto 4.30 PM on Saturdays	
6.	Earnest Money	Rs. 1,20,000/- in the form of DD in favour of DFCCIL,	
		New Delhi.	
7.	Cost of Tender Form	Rs. 3,000/- (Rs. Three thousand only)	
		(non refundable)	
8.	Estimated cost of work	Rs. Sixty lakh approx.	
9.	Last date of submission of	24.09.12 till 1500 hrs.	
	tender		
10.	Opening of tender	24.09.12 at 1530 hrs.	

Tender form can be purchased from Manager/Admin-II, DFCCIL, 5th floor, Pragati Maidan Metro Station Building, New Delhi-110001 on all working days from 1100 hrs to 1700 hrs upto 21.09.12 and upto 1300 hrs on 24.09.12 on payment of Rs.3,000/- in the form of Demand Draft/Bankers Cheque in favour of DFCCIL, New Delhi issued by any Nationalized Bank of India or any Scheduled Bank.

Tender form can also be downloaded from the website <u>www.dfccil.org</u>. Detailed terms & conditions and future corrigendum/addendum will be posted on our website.

(Manager/Admn-II)

Signature of Tenderer

Name of work: Canteen Services at DFCCIL's Corporate Office at New Delhi.

Section - I

INSTRUCTIONS TO THE BIDDERS & GENERAL TERMS AND CONDITIONS

- 1. Tender are invited by DFCCIL for above mentioned work in accordance with tender package. The tender from consist of following documents :
 - a) Tender notice
 - b) Instructions to Tenderers and General Terms and Conditions (Section I)
 - c) Special conditions of contract (Section II)
 - d) Price Bid (Section III)
- 2. Eligibility criteria, EMD, security deposit, General & special terms & conditions are given in the bid document. DFCCIL will not be responsible for non supply/non receipt of tender form due to postage/courier delay. If the tender document is downloaded from the website, cost of tender document shall have to be deposited alongwith the bid failing which the offer shall be summarily rejected.
- 3. 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.
- 4. 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.
- 5. The offer shall be valid for a period of 90 days from the date of opening of tenders.
- 6. EMD (Refundable) of Rs. 1,20,000/- (Rs. One lakh twenty 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 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 offer.

7. <u>Security Deposit.</u>

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 i.e. Bank Guarantee or FDR shall be accepted. The amount of security deposit will be retained till 60 days after the completion of contract.

The rate of recovery will be at 10% of the monthly 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 % of contract value at all time till the currency of contract. Security deposit shall be returned to the contractor after submission of unconditional and unequivocal "No claims Certificate" by the contractor.

8. <u>Performance Security.</u>

On acceptance of tender, 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.

9. ELIGIBILITY CRITERIA

S.No.	Description	Criteria		
i.	Experience	(i) Bidder should have <i>successfully completed</i> at least on canteen/catering contract from its running base kitche (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.		
		OR		
		Bidder should be carrying out atleast one catering/canteen contract (excluding outdoor catering) from its running base kitchen for at least two years with yearly billing not less than Rs.10,50,000/- (Rs. Ten lakh fifty thousand only) in any government department/PSU. (<i>Format is given in Annex-I</i>)		
ii.	Financial	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.		

<u>SECTION – II</u>

SPECIAL CONDITIONS OF CONTRACT.

1. The accepted price list will be made 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.

2. Accepted rate of individual items under schedule A and B of Price Bid will be rounded off to nearest rupee for payment/purchase purpose. Fifty paise will be counted as next rupee.

- 3. The contractor will be responsible for providing of all food items mentioned in Annexure. 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*.
- 4. The following items shall not be sold in the canteen:-Tobacco products, wine, beer or any other alcoholic drinks or any other item prohibited by Law.
- 5. 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.
- 6. 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.
- 7. The contractor shall provide trolley service for serving tea/coffee at 1100 hrs and 1600 hrs on all days at both the floors.
- 8. 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.
- 9. 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.

- 10. The contractor will be required to install all equipments like Microwave Oven, Heaters, Freezers, Baine Marie, hot cases, hot plates, 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.

- 16. The Contractor will ensure that hazardous or inflammable or any intoxicating material is not stored in the canteen premises.
- 17. The Contractor shall not sublet or assign the license or use the space provided for running the canteen for purposes other than running the 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. No payment will be released without submission of PAN Number. All taxes will be recovered from his payment as per tax provision in vogue.
- 22. DFFCIL shall be providing premises (150 sqm approx.) free of cost on the 4^h floor for operating the canteen of the office complex. Tenderers may inspect the premises on any working day before submitting the offers. Electricity charges upto 300 units in a month shall be provided free of charge. Excess consumption beyond 300 units in a month shall be borne by the contractor. Water supply (to be used judiciously) shall also provided free of charge by the company including internal telephone connection.
- 23. 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.

- 24. 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.
- 25. 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.
- 26. 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 Section III;
- (ii) Experience Certificate as given in Annexure 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-I

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.) Tel. no.

SECTION – III

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.42 lakh, for Schedule 'B' is Rs.06 lakh and Schedule 'C' is Rs.12 lakh;

4. The quoted rate for evaluation will be worked based on the percentage quoted by the tenderer against the schedules.

5. Accepted rate of individual items will be rounded off to nearest rupee for payment/purchase purpose. Fifty paise will be counted as next rupee.

	Schedule (A)				
S.no.	Item Name	Description	All		
		-	inclusive		
			base price		
1.	Veg Thali	2 chapati/paratha, dal- 150gms, paneer	75/-		
		dish -150 gms, seasonal veg- 100 gms,			
		rice- 100gms salad & sweet(40gms) or			
		curd (90gms)			
2.	Sambhar Idli/vada with	2 vada/idli of 100 gms, 150 gms	28/-		
	chutney	sambhar			
3.	Dal Vada	Two pieces (total weight:- 70 gm) with	15/-		
		a sachet of sauce/chutney			
4.	Aloo samosa	Two pieces of 70 gms each with a	15/-		
		sachet of sauce			
5.	Vegetable sandwich	100 gms with a sachet of sauce	15/-		
6.	Allu Tikki Burger	80 gms with a sachet of sauce	15/-		

Schedule (A)

S.no.	Item Name	Description	All
			inclusive
			base price
7.	Paneer pakora	Two pieces (Total weight: 75 gms)	19/-
		each with a sachet of sauce	
8.	Bread Pakora	Two pieces of 75 gms each with a	15/-
		sachet of sauce	
9.	Vegetable patties	75 gms with a sachet of sauce	13/-
10.	Vegetable chowmien	150 gms with a sachet of sauce	21/-
11.	Rajma/chole with rice	150 gms rajma+150 gms rice	35/-
12.	Dal (per plate)	150 gms	19/-
13.	Seasonal vegetable (per	150 gms	23/-
	plate)		
14.	Paneer dish (per plate)	150 gms	31/-
15.	Rice (per plate)	150 gms	15/-
16.	Rajma/chole	150 gms	20/-
17.	Romali roti/parantha	01	05/-
18.	Gulab jamun/rasgulla	1 pc (20 gm)	13/-
19.	Rasmalai	One piece (30 gm)	23/-
20.	Теа	150 ml	06/-
21.	coffee	150 ml	7.50/-
22.	Vegetable soup	150 ml	15/-
23.	Snacks for meeting	Wafers (15gms), two cookies (20gms),	14/-
24.	Special snacks for	Dhokla/Samosa/Kachori/Paneer roll,	35/-
	meeting	Wafers (15 gm), two cookies (20 gm),	
		one sweet/burfi.	

The rate will be _____% above/below for schedule (A). (to be filled by the bidder), please indicate in words also.

Price Bid

Schedule (B)

S.NO.	Item Name	Quantity	All inclusive base price
1	Lunch Non-Vegetarian (buffet)	Butter/kadhai chicken/mutton/fish , Dal, seasonal vegetable, paneer dish, roti, pulao, papad, salad, pickle, Raita, soup, sweet & ice cream (Total 750gms)	264/- per plate
2.	Lunch vegetarian (buffet)	Dal, seasonal vegetable, paneer dish, roti, pulao, papad, salad, pickle, Raita, soup, sweet, icecream (Total 650gms)	220/- per plate
3.	Western lunch (Buffet)	Chowmein, Fried rice, Veg. Manchurian, boiled/baked vegetable, sandwich, veg/non veg cutlet, sweet, ice cream, Russian salad (Total 650gms)	187/- per plate

The rate will be _____% above/below for schedule (B). (to be filled by the bidder), please indicate in words also.

Schedule (C)

1	All packaged products	Cold drinks of popular brands, juices,	MRP
		biscuits, wafers, Mineral Water (1	
		ltr/500 ml/250 ml) etc. Articles shall	
		be made available in the canteen with	
		the approval of DFCCIL	

The rate will be _____% below for schedule (C). (to be filled by the bidder), please indicate 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.)