



Dedicated Freight Corridor Corporation of India Ltd
(A Government of India Enterprise)

Tender No. : HQ/AD/CANTEEN TENDER-2014

TENDER DOCUMENT

NAME OF WORK: Canteen Services at DFCCIL's corporate office.

December '2014

Corporate Office

Dedicated Freight Corridor Corporation of India Limited

5th floor Pragati Maidan Metro Station Complex

New Delhi-110001

Phone: +91-11-23454700; Fax: +91-11-23454701

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Section-1

Dedicated Freight Corridor Corporation of India Ltd.

(A Government of India Enterprise under Ministry of Railways)

NOTICE INVITING BIDS

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

1.	Tender no.	HQ/AD/CANTEEN TENDER-2014
2.	Type of Tender	Open tender
3.	Name of Work	Canteen services at DFCCIL's Corporate Office.
4.	Duration of contract	Two years
5.	Staff Strength	Approx. 325
6.	Type of meals	Break Fast, Lunch, Tea/coffee/Soup, special snacks & Buffet Vegetarian and intercontinental lunch for official meetings.
7.	Daily Working Hours	9:30 AM to 6.30 PM on all working days and upto 4.30 P.M. on Saturdays
8.	Estimated cost of work	Rs. 87,60,000/- (Rs. Eighty seven lakhs and sixty thousand only).
9.	Cost of Tender Form (Non-Refundable)	Rs.5,250/- (inclusive of VAT@5%)
10.	Earnest Money	Rs. 1,75,200/- (Rs. One lakh seventy five thousand two hundred only).
11.	Sale of Tender forms	From 1100 hrs on 28.11.2014 upto 1300 hrs on 29.12.2014
12.	Last date of receipt of bids	Upto 1500 hrs on 29.12.2014
13.	Opening of bids	At 15.30 hrs on 29.12.2014
14.	Address for communication	GM/Admn , Dedicated Freight Corridor Corporation of India Ltd., Room No.509, 5th floor, Pragati Maidan Metro Station Building, New Delhi-110001.

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 and upto 1300 hrs on 29.12.2014 on payment of Rs.5,250/- in the form of Demand Draft/Bankers Cheque in favour of **Dedicated Freight Corridor Corporation of India Ltd** payable at New Delhi issued by any Nationalized Bank of India or any Scheduled Bank. Tender form can also be downloaded from the website www.dfccil.gov.in. Detailed terms & conditions and future corrigendum/addendum will be posted on this website.

Manager/Administration-II
DFCCIL
Phone No.011-23454715

SECTION-2

(On letter head of firm/company)

No. _____

Dated:- _____

General Manager /Admin,

DFCCIL, Pragati Maidan Metro Station building,

New Delhi.

Sub.: Canteen services at DFCCIL's Corporate Office.

Ref.: DFCCIL's Tender No. HQ/AD/CANTEEN TENDER-2014

1. I/We-----have read the various conditions of tender attached hereto and hereby agree to a Tender document by the said conditions. I also agree to keep this tender open for acceptance for a period of **120 days** from the date fixed for opening the same and if I/We default thereof, I/We will be liable for forfeiture of my/our full "Earnest Money". I/We offer to do the work as set out in the Tender Document. I/We also agree to Tender document by the General Conditions of the Contract and to carry out the work according to the Special Conditions of contract as laid down by the DFCCIL Administration for the execution of present contract.

2. A sum of **Rs. 1,75,200/-** (One Lac Seventy Five Thousand Two Hundred Only) is being submitted as Earnest Money in the form of Demand Draft/Pay Order No..... dated.....issued by..... (Name & Branch of the Bank).

The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:

- i) I/We do not execute the contract agreement within 15(Fifteen) days of the date of issue of Letter of Acceptance or on receipt of notice by the DFCCIL administration that such documents are ready.

ii) I/We do not submit a Performance Security in the form of an irrevocable Bank Guarantee amounting to 5% of the contract value as per the performa prescribed by DFCC, within 15 days of issue of letter of acceptance.

iii) I/We do not commence the work within 15 days after receipt of Letter of Acceptance.

3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.
4. On account of non-acceptance of award or on account of not fulfilling tender conditions within the prescribed time, I/We shall be debarred by DFCCIL for further participation in the future tenders of DFCCIL.
5. I/We certify that quoted rates are inclusive of all taxes, duties and or any other statutory levies applicable on the services.
6. I/We do hereby confirm that I/We have the necessary authority and approval to submit this tender document for the supply of subject services to the DFCCIL. The following persons may be contacted for any information or clarifications relating to this Contract.

Signed

In the capacity of

Duly authorized to sign offers for and on behalf of

.....

Bidder's Name.....

SECTION- 3

INSTRUCTIONS TO THE BIDDERS

3.1 COST OF TENDER DOCUMENT

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 28.11.2014 1100 hrs to 1700 hrs and up to 1300 hrs on 29.12.2014 on payment of Rs. 5,250/- (inclusive of VAT@ 5%) in the form of Demand Draft/Bankers Cheque in favour of **Dedicated Freight Corridor Corporation of India Ltd** payable at New Delhi issued by any Nationalized Bank of India or any Scheduled Bank. The Tender document can also be down loaded from the website www.dfccil.gov.in. In case the Tender document is downloaded from the website, the Tender document fee of Rs. 5,250 /-in the form mentioned above must be submitted along with the offer. The tender offer without Tender document fee in case the document is downloaded from the web site will be summarily rejected.

3.2 EARNEST MONEY DEPOSIT (EMD)

The Tenderer must deposit **Earnest Money of Rs. 1,75,200/-** (One Lac Seventy Five Thousand Two Hundred Only) in the form of Bank Draft/Demand Draft/Pay Orders issued by any Nationalized /Scheduled Bank drawn in favour of “**Dedicated Freight Corridor Corporation of India Ltd.**” payable at **New Delhi** along with the Tender document. A Tender offer unaccompanied with the Earnest Money of prescribed amount and in the prescribed form shall be summarily rejected. The Earnest Money of the tenderer shall be forfeited if:-

- (i) The tenderer withdraws his bid during the period of bid validity;
- (ii) If the successful bidder fails within the specified time limit to furnish the required performance security or sign the agreement;
- (iii) Any of the information furnished by the tenderer is not found to be true;
- (iv) The tenderer fails to commence the work within the time period stipulated in the tender, unless otherwise permitted by DFCCIL in writing.

The Earnest Money of the unsuccessful bidders shall be discharged/returned without interest as promptly as possible. The Earnest Money of the successful tenderer shall be converted to Retention Money when he has signed the agreement and furnished the required performance security.

3.3 The tender shall remain valid for a period of 120 days after the date of the opening of the tender;

3.4 All the pages of the tender documents, along with addendum/corrigendum shall be signed and stamped by the tenderer or his representative holding the Power of Attorney.

3.5 SUBMISSION OF BIDS

The tender documents shall be submitted in one packet comprising tender document stamped and signed on all pages along with supporting documents as per requirement of Bid; Cost of Tender document and Earnest money;

The tender cover should state the following:-

- (a) Name of Work :
 - (b) Tender notice No.:
 - (c) Last date of submission of bids and date and time of bid opening:
 - (d) Submitted to :- GM/Admin, DFCCIL, Pragati Maidan Metro Station, New Delhi.
- 3.6.** Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.
- 3.7.** The completed Tender document must be dropped in the tender Box kept for the purpose at Corporate office not later than the date & time mentioned in the “**Notice Inviting Bids**”. Any delay in the submission of Tender document due to postal delay or any other reason will be the responsibility of the tenderer. The Tender documents will be opened at 15.30 hrs on same day in the presence of representatives of the companies/firms, who choose to be present.
- 3.8.** DFCCIL reserve all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of DFCCIL in this regard shall be final and binding. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor’s bid.
- 3.9.** Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. Earnest Money Deposit of such tenderer shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.
- 3.10.** Late/Delayed tenders received after the specified date and time of receipt shall not be considered and shall be returned unopened.
- 3.11.** No tender can be withdrawn after submission and during tender validity period.
- 3.12.** The Tenderer is at liberty to be present either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.
- 3.13** DFCCIL will not be responsible for non supply/non receipt of tender form due to postage/courier delay

3.14 DURATION OF THE CONTRACT:-

The contract shall be valid initially for a period of two years and thereafter it may be extended for a further period of one year on mutually decided rates.

3.15 ELIGIBILITY CRITERIA

S.No.	Description	Criteria
i.	Experience	<p>(i) The firms/Organisations or their Authorized franchises should have successfully completed at least one contract of providing canteen /catering services (excluding outdoor catering) costing not less than 35% of the estimated cost of work in any Govt. deptt/PSU during the last three years i.e. Current financial year and previous 3 financial years. Date of start of work may not fall in this period.</p> <p style="text-align: center;">Or</p> <p>The firms/Organisations or their Authorized franchises should be carrying out at least one contract of providing catering/canteen services (excluding outdoor catering) in any Govt. deptt/PSU and should have rendered services continuously for a period of 24 months with yearly billing of not less than Rs.15.33 lakhs in an ongoing contract. The date of opening of the bid will be reckoned as reference date for this purpose.</p> <p><i>The bidder must submit a certificate as per format given in Annexure-I.</i></p> <p>(ii) The bidder must have a valid food licence issued by FSSAI/Local authority. <i>The bidder must submit a copy of the certificate.</i></p>
ii.	Financial	<p>(iii) The bidder should have received payment against satisfactory execution of completed and ongoing works of all types 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>

SECTION- 4

Scope of Work

DFCCIL intends to award work to a contractor for providing catering services at its corporate office, New Delhi. The scope of work for the canteen services is as below:

The Estimated value of Work for the contract period of two years:-

S.No.	Description	Estimated value of work
1.	Schedule- A (A-LA Cart Items)	Rs.26,40,000/-
2.	Schedule- B (Lunch/Dinner for meetings)	Rs.12,00,000/-
3.	Schedule- C (Packaged Items)	Rs.26,40,000/-
4.	Schedule –D (Staff Coupons)	Rs.22,80,000/-
Total Estimated value of Work		Rs.87,60,000/-

The detail of items in schedules is given below:

1. Schedule (A)

S.No	Item Name	Description
1.	Veg Thali	Chapati / Paratha – 2 Nos, Dal – 150 gms, Paneer Dish – 150 gms, Seasonal Veg – 100 gms, Rice – 100 gms, Sweet(40gms) or Curd - (90gms) and salad
2.	Sambhar Idli/ vada with chutney	Vada/Idli (2 Nos) - 100 gms, Sambhar - 150 gms.
3.	Chana Dal Vada	Chana Dal Vada (2 Nos) - 70 gms, With a sachet of Sauce/Chutney.
4.	Aloo Samosa	Aloo Samosa (2 Nos) – 140 gms, With a sachet of Sauce/ Green Chutney.
5.	Vegetable Sandwich	100 gms with a sachet of sauce.
6.	Alloo Bonda	Aloo Bonda (2 Nos) – 70 gms, With a sachet of Sauce/ Green Chutney.
7.	Paneer Pakora	Paneer Pakora (1 Nos) – 50 gms, With a sachet of Sauce/ Green Chutney.
8.	Bread Pakora	Bread Pakora (2 Nos) – 150 gms, With a sachet of Sauce/ Green Chutney.
9.	Vegetable Patties	Vegetable Patties (1 Nos) – 75 gms, With a sachet of Sauce/ green chutney.

10.	Vegetable Chowmien	Vegetable Chowmien – 150 gms, With a sachet of Sauce.
11.	Rajma/chole with rice	Rajmah/Chole - 150 gms Rice - 150 gms.
12.	Dal (per plate)	150 gms
13.	Seasonal Vegetable (per plate)	150 gms
14.	Paneer dish (per plate)	150 gms
15.	Rice (per plate)	150 gms
16.	Rajma/Chole	150 gms
17.	Rumali Roti/ Parantha	01 pc (50 gms)
18.	Gulab Jamun/Rasgulla	01 pc (20 gms)
19.	Rasmalai	01 pc (30 gms)
20.	Tea	150 ml
21.	Coffee	150 ml
22.	Vegetable soup	150 ml
23.	Snacks for meeting	Wafers (15gms), Two Cookies (20gms),
24.	Special snacks for meeting	Dhokla/Samosa/Kachori/Paneer-Roll/Paneer Pakora, wafers (15 gms), Two cookies (20gms), One sweet/Burfi.

2. Schedule (B)

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

3. Schedule (C)

1.	All packaged products	Cold drinks of popular brands, juices, biscuits, wafers, Packaged Drinking water, Namkeens, etc. Articles shall be made available in the canteen with the approval of DFCCIL	MRP
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4. Schedule (D): Staff Coupons

Reimbursement to the contractor of the staff coupons issued by DFCCIL to its officers/staff as per actual. These coupons are used to purchase items in Schedule (A) and Schedule (C).

The bidder is not required to quote on schedule (D).

Note:- COOKING FACILITY IS NOT AVAILABLE in our office and therefore the Contractor has to make own arrangement for supply of all items in schedule A & B from base kitchen to our office.

SECTION-5

GENERAL TERMS & CONDITIONS OF CONTRACT

GENERAL TERMS & CONDITIONS OF CONTRACT will form an integral part of the Bid and contract, which is enclosed along with the tender documents. In case of any deviation between conditions of contract and any other special condition & specifications of contract of this tender document, the special condition & specifications of contract of this tender document shall prevail. The tenders must give a certificate along with their offer that they have thoroughly read, understood and accepted the conditions/special conditions & specifications of contract as well as other conditions of tender etc.

1. **RETENTION MONEY-**

The Bid security of the successful bidder shall be retained by DFCCIL as part of security and adjusted against Retention Money for the faithful fulfillment of the contract by the contractor. In addition, a retention amount equal to 10% of each bill shall be retained till the total security available is 5% of the contract value. The Retention money, unless forfeited in whole or in part according to the terms & conditions, shall be returned to the contractor after 60 days of the completion of the contract. No interest is paid on Retention money.

2. **PERFORMANCE SECURITY**

Besides, retention money, the successful bidder shall also have to submit performance security within 15 days of receipt of Letter of Acceptance, amounting to 5% of the contract value in the form **Bank Guarantee** as per prescribed format from any Nationalized/Indian scheduled commercial bank. The performance security will be furnished after LOA has been issued but before signing of agreement and should be valid upto two months after the completion of the contract. In case, the time for completion of work gets extended, the contractor shall get the validity of performance security extended to cover such extended time for completion of work plus 60 days.

3. When the contract is rescinded, the retention money shall be forfeited and the performance security shall be encashed.

SECTION-6

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. **The prices of items in the Schedule A and Schedule B will be enhanced by 5% after completion of every 12 months of the contract.** Prices of the articles in Schedule C which are packaged products will be revised whenever manufacturers revise them. The contractor will supply only such items specifically approved by the DFCCIL's management. However, more items can be included in the menu with prior approval of the DFCCIL's Management. *Accepted rate of individual items will be rounded off to nearest rupee for payment/purchase purpose. Fifty paisa will be counted as next rupee.*
2. The contractor will be responsible for providing of all food items mentioned in schedules. *The authorized franchisee of the brand shall provide all the items of their own Brand, given in Schedule (A).* For items in Schedule (C), 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. Items packaged for Institutional sales such as Railways, Airport, CSD etc shall not be permitted to be sold in the canteen.
3. Being a no flame unit, cooking facility is not permitted in our office and except through Induction cooker, Hot-plate and Micro-wave oven. The contractor has to make own arrangement for supply of items from base kitchen.
4. The menu should have a variety. Snacks/Special snacks for meetings and menu for lunch should not be the same for the day. The menu should be rotated in the days of the week as decided by Officer in charge of DFCCIL.
5. 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.
6. 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.
7. 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.
8. The contractor shall provide trolley service for serving tea/coffee at 1030 hrs and 1530 hrs on all working days at both the floors.
9. 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.

10. 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.
11. 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. He shall provide cutlery, crockery of bone china (plates, soup bowls, cup saucer etc.) for the meetings and lunch. It will be the responsibility of the contractor for cleanliness of crockery, cutlery, cooking utensils, furniture, fixtures and fitting, etc in the kitchen as well as in the canteen. The organization will not provide any cleaning material/dusters, etc for the same.
12. 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.
13. 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.
14. All sales from the canteen on Coupons/Requisition Slips issued by DFCCIL to officers/staff shall be reimbursed to the contractor on actual basis at the time of submission of 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.
15. 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.

16 PENALTY CLAUSE

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.

17 The Contractor will ensure that hazardous or inflammable or any intoxicating material is not stored in the canteen premises.

17.1 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.

17.2 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 TERMINATION OF CONTRACT

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 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.

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.

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 OBLIGATION OF DFCCIL

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 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.

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 ARBITRATION

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.

26 EFFECT AND JURISDICTION OF CONTRACT

The contract shall be considered as having come into force from the date the agency is empanelled by DFCCIL. The laws applicable to this contract shall be the laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising out of and under this contract.

SECTION - 7

FINANCIAL BID

1. There are four (04) schedules in the Financial Bid. However, the bidder has to quote a percentage for Schedule (A), Schedule (B) and Schedule (C) only. The fourth Schedule i.e. Schedule (D) is the reimbursement to the contractor of the staff coupons issued by DFCCIL to its officers/staff as per actual.
2. The Financial bid shall be evaluated on the basis of sum total of the value of Schedule (A), Schedule (B), and Schedule (C) quoted by the bidder.
3. Accepted rates of individual items in the Schedules 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	Rates incl. of all taxes, duties, levies. (in 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)	75
2.	Sambhar Idli/vada with chutney	2 vada/idli of 100 gms, 150 gms sambhar	32
3.	Chana Dal Vada	Two pieces (total weight:- 70 gm) with a sachet of sauce/ Green chutney	17
4.	Aloo samosa	Two pieces of 70 gms each with a sachet of sauce/Green chutney	15
5.	Vegetable sandwich	100 gms with a sachet of sauce	17
6.	Alloo Bonda	Two pieces of 70 gms with a sachet of sauce/Green chutney	15
7.	Paneer pakora	One piece (Total weight: 50 gms) with a sachet of sauce/Green chutney	22
8.	Bread Pakora	Two pieces of 75 gms each with a sachet of sauce/ Green chutney	15
9.	Vegetable patties	75 gms with a sachet of sauce	15
10.	Vegetable chowmien	150 gms with a sachet of sauce	24
11.	Rajma/chole with rice	150 gms rajma+150 gms rice	40
12.	Dal (per plate)	150 gms	22
13.	Seasonal vegetable (per plate)	150 gms	26
14.	Paneer dish (per plate)	150 gms	36
15.	Rice (per plate)	150 gms	17
16.	Rajma/chole	150 gms	23
17.	Romali roti/parantha	01 pc	06

Schedule (A) cont.

S.no.	Item Name	Description	Rates incl. of all taxes, duties, levies. (in Rs.)
18.	Gulab jamun/rasgulla	1 pc (20 gm)	15
19.	Rasmalai	One piece (30 gm)	26
20.	Tea	150 ml	6
21.	coffee	150 ml	8
22.	Vegetable soup	150 ml	17
23.	Snacks for meeting	Wafers (15gms), two cookies (20gms),	16
24.	Special snacks for meeting	Dhokla/Samosa/Kachori/Paneer roll/paneer pakora, Wafers (15 gm), two cookies (20 gm), one sweet/burfi.	40

Estimated value of Work for Schedule (A) = Rs.26,40,000/-

The bidder is required to quote a _____% above/ below in figures and words for this schedule. The percentage quoted by the bidder shall be applicable on rates of all the items given in this schedule.

Schedule (B)

S.NO.	Item Name	Quantity	Rates incl. of all taxes, duties, levies.
1	Lunch Non-Vegetarian (buffet)	Butter/kadhai chicken , Dal, seasonal vegetable, paneer dish, roti, pulao, papad, salad, pickle, Raita, soup, sweet / ice cream (Total 750gms)	317/- per plate
2.	Lunch vegetarian (buffet)	Dal, seasonal vegetable, paneer dish, roti, pulao, papad, salad, pickle, Raita, soup, sweet/ icecream (Total 650gms)	264/- 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)	224/- per plate

Estimated value of Work for Schedule (B) = Rs.12,00,000/-

The bidder is required to quote a _____% above/ below in figures and words for this schedule. The percentage quoted by the bidder shall be applicable on rates of all the items given in this schedule.

Schedule (C)

1	All packaged products	Cold drinks of popular brands, juices, biscuits, wafers, Packaged Drinking water, Namkeens, etc. Articles shall be made available in the canteen with the approval of DFCCIL	MRP
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Estimated value of Work for Schedule (C) = Rs. 26,40,000/-

The bidder is required to quote a _____% below in figures and words for this schedule. The percentage quoted by the bidder shall be applicable on rates of all the items given in this schedule.

Schedule (D): Staff Coupons

Estimated value of Work for Schedule (D) = Rs. 22,80,000/-

Reimbursement to the contractor of the staff coupons issued by DFCCIL to its officers/staff as per actual. These coupons are used to purchase items in Schedule (A) and Schedule (C).

The bidder is not required to quote on schedule (D).

CHECKLIST OF DOCUMENTS

S.NO.	ACTIVITY	YES/NO
1.	All pages of Tender document along with addendum/corrigendum stamped and signed.	
2.	Demand Draft for Tender Document Fee Demand Draft for Earnest Money	
3.	Financial Bid;	
4.	Experience Certificate as given in Annexure I	
5.	Details of payment received for the years 2011-12, 2012-13, 2013-14 (please attach audited balance sheet, Profit & Loss account duly certified by Chartered Accountant);	
6.	Copy of PAN card, DVAT/ Service Tax Registration, ESI, EPF	
7	Food license issued by FSSAI/ Local Authority	
8.	Authorisation letter of the bidder giving Name, Designation of the person authorized to deal with DFCCIL.	
9.	Information sheet of the Bidder	
(I)	Name of the firm/company:-	
	Whether proprietary/partnership/joint stock company (attach documents) and year of incorporation	
(II)	Complete postal address with fax & phone nos. of Corporate office, branch office;	
(III)	Name of the person/official authorized to deal with DFCCIL (copy of authorization certificate duly attested by applicant to be enclosed).	
(IV)	Details of Base Kitchen with Address and Phone Nos. for supply of food items.	

Performa for Experience Certificate

To whomsoever it may concern.

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

- (i) Nature of work/ service :
- (ii) Agreement/ contract No. and date if any :
- (iii) Duration of the contract as per agreement :
- (iv) Date of start of work/service :
- (v) Date of actual completion of work/service :
- (vi) Total value of work/service during Contract period :
- (vii) In case of ongoing contract/work, the details of the billing amount in the FY 2012-13,2013-14, 2014 till date :
- (viii) Whether the performance of the contractor is satisfactory :

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

Format of Bank Guarantee for Performance Security

Bank Guarantee No..... Dated

To,
Dedicated Freight Corridor Corporation of India Limited
Metro Station Building Complex, 5th Floor,
Pragati Maidan, New Delhi – 110001

Ref:- Contract No....., awarded on

This deed of Guaranty made this day of between
(name of Bank) having registered office at and branch office at (hereinafter referred to as “Bank”) of the one part and Dedicated Freight Corridor Corporation of India Limited (hereinafter called the Employer of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no.....for construction of (hereinafter called “the Contract”) To M/sIts registered office at (hereinafter called “the Contractor”).

Whereas the contractor is bound by the said Contract to submit to the Employer an irrevocable performance security guarantee bond for a total amount of Rs..... (Rs in words).

Now, we the undersigned (Name of Bank official), of the bank being fully authorized to sign and to incur obligations for and on behalf of the Bank hereby declare that the said Bank will guarantee the Employer the full amount of Rs. (Rs. in words) as stated above.

After the Contractor has signed the aforesaid contract with the Employer, the Bank further agree and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the Employer by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (in words) only.

We (indicate the name of Bank), further undertake to pay to the Employer any money so demanded notwithstanding any dispute or dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

The payment so made by us (name of Bank) under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

We (indicate the name of bank), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by (Designation & address of contract signing authority) on behalf of Employer certify that the terms and

conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Employer or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

Provided always that we (Name of bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee from year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the Employer. If the guarantee is not renewed or the period extended on demand, we (name of bank) shall pay the Employer the full amount of the guarantee on demand without demur.

We(indicate the name of Bank), to further agree with the Employer that the Employer shall have the fullest liberty without our consent and without effecting in any manner out of obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any power exercisable by the Employer against the said contractor and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liabilities by reason of such variation, or extension being granted to the said contractor for any bearance act or omission on the part of the Employer or any indulgence by the Employer to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us form the liability.

The guarantee hereinbefore contained shall not be affected by any change in the constitution of Bank or of the Contractor.

The expressions “The Employer”, “The Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

We(name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinbefore:

- (i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs..... (in words).
- (ii) This Bank Guarantee shall be valid up to, unless extended on demand by Employer.
- (iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before.....

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of being herewith duly authorized.

Bank Seal

Signature of Bank Authorize Official with seal

Name :

Designation :

Address:

Witness:

1.Name :.....

Designation :

Address:

2.Name :.....

Designation & Address :