

**S CHOO L OF OPEN LEARNING
(CAMPUS OF OPEN LEARNING)
UNIVERSITY OF DELHI
DELHI – 110007**



TENDER DOCUMENT

Sub: Tender for Running the Canteen in the premises of School of Open Learning (North Campus), 5 Cavalry Lane, Delhi - 110007

Date of issue of Tender Document	23/08/2017 (1750 hours)
Last Date & Time for submission of tender document	14/09/2017 (1400 hours)
Date & Time for opening of tender document	15/09/2017 (1500 hours)
Technical bids	
Financial bids of eligible bidders	Will be intimated

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SECTION- I

SCHOOL OF OPEN LEARNING UNIVERSITY OF DELHI

General Section

Room No: 206, 2nd Floor, Old Administrative Block, SOL.
University of Delhi, Delhi-110007
Tel- 011-27008349/50
Email: generalsection1234@gmail.com.

E- TENDER NOTICE

Executive Director (ED), School of Open Learning, University of Delhi invites tenders under Two Bids System (Technical and Financial) from eligible firms for running Canteen in School of Open Learning.

Item	Details / Date
EMD	Rs. 50,000/-
Bid Document Download Starts Date	23/08/2017(1750 hours)
Bid Submission Start Date	24/09/2017(900 hours)
Bid Submission End Date	14/09/2017 (1400 hours)
Bid Opening Date	15/09/2017 (1500 hours)

Notes:

- (i) All details regarding the subject tender are available on our websites www.du.ac.in and <https://eprocure.gov.in/eprocure/app>. Bidders are therefore, requested to visit our websites regularly to keep themselves updated.
- (ii) Manual bids shall not be accepted.**
- (iii) For submission of E-Bids, bidders are required to get themselves registered with <http://eprocure.gov.in/eprocure/app>.
- (iv) EMD should be in the form of DD in favour of Executive director, SOL, University of Delhi, & should reach the Asstt. Registrar General, **Room No: 206, 2nd Floor, Old Administrative Block, SOL, University of Delhi, Delhi-110007, on or before** the last date and time of bid submission, failing which offer will be liable for rejection. Bidders, however have to attach scanned copies of EMD along with their other document.
- (v) Clarifications/ queries, if any, can be addressed to the A.R. General on telephone no. 011-27008349/81 and email: generalsection1234@gmail.com.

ASSISTANT REGISTRAR General

Section – II

Eligibility Criteria

- 1.** The bidder should have minimum three years experience of running the Canteen in Govt. Institutions, University Deptt./ colleges, Govt. hospitals and reputed institutions.
- 2.** The bidder's average annual turnover in running the canteen service during last three financial years i.e. 2013-14,2014-15 & 2014-15 should not be less than Ra.2.0 lakhs.
- 3.** The bidders' performance for each work should be certified by the concerned organization. The certificate should also indicate the compliance of statutory requirements.
- 4.** The bidder should be located in Delhi /NCR.
- 5.** The bidder should have PAN & GST No.

SECTION - III

1. SUBMISSION OF BIDS

1.1 Earnest Money Deposit (EMD) --

- EMD of Rs.50,000/- (Rupees fifty thousand only) drawn in favour of “Executive Director, School of Open Learning, University of Delhi” payable at Delhi should be submitted to Asstt. Registrar (General), R.No. 206, SOL on or before the last date of time of submission without which bids will not be considered.
- EMD of successful bidder will be retained as security refundable on expiry of contract.
- EMD of unsuccessful bidder will be returned without any interest. EMD may be forfeited –
 - if a bidder withdraws his bid during period of validity specified by bidder in bid form.
 - in case of successful bidder, if the bidder fails to sign the contract.

2. **Validity of bids** – Bids shall remain valid for 90 days from the bid opening as prescribed.

3. **Amendment of Tender Document** – Before the deadline for submission of tender, the SOL may modify the tender document by issuing addendum/ corrigendum.

-Any addendum/ corrigendum thus issued shall be a part of the tender document and shall be uploaded on CPP portal <https://eprocure.gov.in/eprocure/app>. and the University website (www.du.ac.in) & sol.du.ac.in in prospective bidders must visit the website before filling and submission of Tender Document for such information.

4. **Non transferability** – The tender is non transferable.

5. **Non with drawl of bids** : No bidder will be allowed to withdraw after e-submission of bids/ opening of tender, otherwise EMD submitted by the bidder will forfeited.

6.. **Opening of Technical and Financial bid :**

6.1 Bids will be opened as per stipulated time & date indicated in tender document. Bid received without EMD will be rejected.

6.2 A duly constituted committee will evaluate Technical bid with reference to eligibility criteria and documents submitted by the bidders.

6.3 Financial bid of only those bidders will be opened who are found to be technically compliant by the committee.

6.4 The successful bidder will be decided only after following due procedure by evaluation committee.

7. **Evaluation criteria :**

7.1 The evaluation of bid will first be made on basis of technical information furnished by bidder in **Section IV**

7.2 SOL shall depute its evaluation committee to inspect the site(s) at present contract (s) for on the spot first hand information regarding the quality of food and services provided by the bidders as below:

S.No.	Attribute	Score
1.	Hygiene	15
2.	Cleanliness	20
3.	Storage facility	15
4.	Quality of raw material used	25
5.	Output of product	25

7.3 Financial bids:

The financial bid of the bidder scoring 75 out of 100 will only be opened and the sum of total of rates shall be considered to ascertain L-1 bidder.

7.3.1 Financial bid is to be submitted in **Section V**.

7.3.2 Rates should be quoted in INR.

7.3.3 In case any discrepancy is found in the amounts indicated in figures and words, the amount in words will prevail and will be considered.

7.3.4 The bidder can download the financial bid format as it is and write/quote their offered rates in the permitted column and then scan it and upload the same in the financial bid. Bidders shall not tamper/ modify downloaded price bid template in any manner. In case, the same is found to be tampered/ modified and EMD would be forfeited.

8. **Right to accept / reject bids**

Executive Director, SOL reserves the right to accept / reject any or all bids without assigning any reason whatsoever and without thereby incurring any liability to affected bidder or bidders.

9. **Award of Contract :**

9.1 The issue of work order shall constitute the intention of SOL to enter into contract with successful bidder.

9.2 The successful bidder shall within 07 days of issue of order, give his/her acceptance in writing and sign the contract with SOL.

9.3 The contract shall be valid for one year.

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

In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the E.D. or any other person as approved by the E.D., SOL, University of Delhi. There will be no objection for any such appointment on the found that the arbitrator is an Employee of SOL or that he / she has to deal with the matter to which the agreement relates or that in course of his / her duties as SOL Employee he / she has express views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties.

The arbitrator may from time to time with the consent of parties change the time for making and publishing the award, subject to India Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

11. **Court Jurisdiction:**

It is also condition of this contract that the court which has territorial jurisdiction over Delhi shall have the absolute jurisdiction for adjudicating any difference or disputes arising out of this contract to the exclusion of all other court.

12. **Other Terms and Conditions:**

12.1 The licensee shall pay to the licensor a sum of Rs.5,000/- per month as licence fee to be paid in advance for each month on or before the 7th day of each

month. However, the licensee is required to pay three months licence fee in advance at the time of taking over the possession. The advance licence fee will be returned back along with Security Money.

12.2 The electricity and water charges shall be paid as per actual consumption on the prevailing rates of the NDPL & Delhi Jal Board or at such higher rates as may be decided by the authority from time to time.

12.3 The licensee will have to pay late payment charges @Rs.10/- per day, for late payment of licence fee, electricity & water charges.

12.4 The licensee shall have no right to sub-let, assign or authorize any other person to run the canteen.

12.5 The licensee shall be responsible for the maintenance of Canteen in an absolute clean and hygienic condition at all times and will be responsible for any / all the challans etc. imposed by the MCD or the Delhi Admn. or other civic body.

12.6 The licensee will obtain a certificate/ licence from the MCD/ Delhi Govt. / Delhi Police for running the canteen on behalf of SOL.

12.7 The licensee shall have no right on the open space adjoining the Canteen.

12.8 The licensee shall be deemed to be in the exclusive occupation of the licensed premises and the licensor will have the right to enter upon the premises at any time during working hours to inspect the canteen premises.

12.9 The quality of raw material/ vegetables to be used by the contractor should be of good and fresh.

12.10 The quality of food/ services provided will be checked from time to time and if found unsatisfactory the licence may be cancelled at any time by the licensor without furnishing any notice. The SOL reserves the right to impose a fine, if deemed necessary.

12.11 Licensee may please note that SOL, plans to have within the SOL complex (North) at a suitable location a kiosk selling readymade/ machine/ dispenser tea/ coffee and snacks (dry packed items- biscuits, cake, wafers etc.), the licensee shall have no objection to the opening of such a kiosk in future. The crockery and the cooking utensils etc. shall be of good quality and always be maintained in good condition.

12.12 All the engaged employees of licensee will wear proper and neat uniform to be provided by licensee whether they work in kitchen or provide room service.

12.13 The canteen premises will not be used for residential purpose. No worker or person will be allowed to stay/ work in the night in the canteen. No bathing and washing of cloths etc. will be allowed by the workers.

12.14 The conduct/ characters/ antecedents and proper bonafide of the workers in the canteen shall be sole responsibility of the canteen contractor. However, the licensee should provide the necessary details of all its employees (permanent, temporary, casual) to the SOL.

12.15 The licensee will provide photo I-cards to its each worker which they shall carry with them whether they are inside the canteen or providing room service.

12.16 The licensee shall maintain punctuality in providing the room service. The licensee will also have to make special arrangement for breakfast/ lunch/ dinner in the seminars and meetings as and when required.

12.17 The licensee shall maintain the licenced premises in good condition and shall not cause any damage thereto. If any damage is caused to the premises by the licensee or his workers, employees or supplier the same shall be repaired by the licensee at his own cost either by rectifying the damage or by paying cash compensations as may be determined by the licensor No.

12.18 The licenced premises shall be used only for carrying on the business of Canteen.

12.19 The licensee shall not cause any nuisance, annoyance to the students and staff or store any hazardous goods in the premises.

12.20 The licensee shall not use electric heater or any other heavy duty electrical appliances without the permission of the licensor.

12.21 The licensee has to arrange water tank at his / her own cost in case of water crisis.

12.22 The licensee will install fire fighting equipment in the kitchen as per Fire Regulation and keep the premises harmless and indemnified against any damage arising on account of fire, theft or negligence on the part of the licensee or his staff to any property or staff. Such loss or damage shall be made good at the cost of the licensee.

12.23 Any employee of the licensee will not be allowed to sell cigarettes, liquor and other items made of tobacco etc. in the canteen premises.

12.24 The licensee shall not carry out any addition or alteration or structural

repairs in the said premises. Only such alterations or additions or repairs which are necessary and are not of permanent nature shall be allowed to be carried out by the licensee with the prior approval/ permission of the licensor.

12.25 The canteen timing shall be from 08.30 a.m. to 6.00 p.m. on all working days and from 9.00 a.m. to 3.00 p.m. on Saturdays and Sundays and holidays.

12.26 The security/ earnest money, advance rent may be forfeited/ adjusted in case the standard of cleanliness, quality of products and services are not maintained up to mark and in the case of non payment of office dues.

12.27 After opening the tenders, the committee may visit the sites and check the preparation of cooked items as specified by the tenderer in support of working experience.

12.28 The decision of the licensor/ School Authorities in the matters relating to the Canteen shall be final and binding on the licensee.

12.29 The licensor or his authorized representative has the right to visit the kitchen of the Canteen at any time so as to inspect the hygienic conditions being observed by the licensee.

12.30 The licensee will be allowed to add any item other than mentioned in the tender document. If licensee desires to add any item in the list, he must have to seek the permission of the SOL including the items and their rates.

12.31 Either side can terminate the contract after giving one month notice.

12.32 On the expiry of the said term or period of licence or earlier termination thereof, the licensee shall hand over peacefully the vacant possession of the licensed premises to the licensor in the same condition in which the premises was hand over subject to normal wear and tear. The licensee's occupation of the premises after such termination will be deemed to be that of unauthorized occupation and he shall further be liable to pay damages @Rs.10,000/- p.m.

SECTION - IV

Proforma for Technical Bid

Note : The documents to be uploaded should be legible, covered with index and have proper page no. In case the uploaded documents are not readable, the tender cannot be examined and the Technical Bids can be rejected, thereby rejecting the tender of that firm.

S. No.	Description	Documents to be uploaded (scanned copies)
1.	Name of firm	
2.	Address with Mobile No./ Landline No., E-mail	Up load copy
3.	Contact person's name, mobile no. etc.	
4.	Copy of PAN & GST	Up load copies
5.	Earnest money enclosed	Upload copy
6.	Copies of orders issued by Govt. Organization and performance report.	Up load copies along with performance report.
7.	Attested copies of audited balance sheets for three financial years 2013-14, 2014-15 & 2015-16	Up load copies
8.	Tender Acceptance letter	Up load copy
9.	Letter of authorization to submit bid	Up load copy
10.	An undertaking that the agency has not been blacklisted.	Up load copy

SECTION- V

PERFORMA FOR FINANCIAL BID

S. No	Description	Rate (in Rs.)
1.	Tea (per cup) (150 ml.)	
2.	Tea (dip) (150 ml.)	
3.	Coffee (per cup) (150 ml.)	
4.	Expresso Coffee (150 ml.)	
5.	Soft drinks 200ml./300ml./500ml.	
6.	Butter Toast 2 slice (50 gms.)	
7.	Biscuits (Britania/ Parle/ Priya Gold/ Bourbon)	
8.	Burger (60 gms.)	
9.	Samosa (per pc.) (50 gms.)	
10.	Kachori (per pc.) (50 gms.)	
11.	Bread Pakora (big bread stuff) (70 gms.)	
12.	Vegetable Cutlets (per pc.) (50 gms.)	
13.	Mix Vegetable Pakora (per plate) (100 gms.)	
14.	Paneer Pakora (per pc.) (40 gms.)	
15.	Vegetable petty (50 gms.)	
16.	Paneer petty (50 gms.)	
17.	Aloo Bonda (40 gms.)	
18.	Vegetable Sandwiches Hand Made (2 slice) (60 gms.) (3 slice) (90 gms.)	

19.	Vegetable Sanwiches Ready Made (2 slice) (60 gms.) (3 slice) (90 gms.)	
20.	Sambar Vada (per plate – 2 pcs.) (125 gms.)	
21.	Idli Sambar (per plate – 2 pcs.) (125 gms.)	
22.	Pao – Bhaji (2 pcs.) (40 gms.)	
23.	Vegetables (per plate) (i) Aloo Tamatar (150 gms.) (ii) Aloo Matar (150 gms.) (iii) Kadi (150 gms.) (iv) Vegetable Kofta (150 gms.) (v) Rajmah (150 gms.) (vi) Dal (150gms.) (vii) Seasonal dry Vegetable (150 gms.) (viii) Chana dry (150 gms.)	
24.	Two Bhatura (80 gms) with chholey per plate 2 pcs.	
25.	4 poories (80 gms.) with Alu Vegetable/Chana (100 gms.)	
26.	Gulab Jamun per pc. (40 gms.)	
27.	Masala Dosa (70 gms.) with sambar & chutney	
28.	Uttipam (100 gms.) with sambar & chutney	
29.	Chowmine (full plate) (300 gms.) (half plate) (150 gms.)	
30.	Rice with Chholey / Rajma / Dal (a) Full plate (250 gms.) (b) Half plate (150 gms.)	
31.	Stuff parantha (Aloo/Gobhi/ Muli/etc.) (150 gms.)	
32.	Lunch Thali available between 1 p.m. to 2 p.m. 1 Kadi/ Dal/ Rajma (150 gms.) 1 dry vegetable (100 gms.) Rice (150 gms.) 4 puris/ 4 chapaties (80 gms.)	

	1 curd/ raita Pickle/ salad	(100 gms.)	
33.	Wafers, Choclates, toffees etc. (only branded items)		
34.	Mineral water (One ltr.) Bisleri, Aquafina, Kinley (Half ltr.) Bisleri, aquafina, Kinley		

CONTRACTOR
Signature of Authorized person
With seal of firm

Instructions of Online Bid submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement at [http://eprocure.gov. in/e procure/app](http://eprocure.gov.in/e_procure/app)

- 1) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the "Online Bidder Enrollment" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractor/bidders through email id provided.
- 3) Bidder need to login to the site through their user ID/ password chosen during enrollment/registration .
- 4) Then the Digital Signature Certificate (Class II or Class III Certificate with signing key usage issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered .
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of e-Token/Smartcard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'any tenders' folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is constructed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked otherwise, the bid will be rejected.

- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the Tender documents/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted . However, ofthe file size is less than 1 MB the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid Meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- 19) The details of the 00/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the

difficulties faced during the submission of bid online by the bidders at the eleventh hour.

- 24) After the bid submission (i.e. after Clicking " Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by anyone until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exist option in the browser.
- 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 1-800-233-7315 or send a mail over to -cPPP-nic@nic.in. ~

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SECTION -VIII

To
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

The Executive Director,
School of Open Learning,
5 Cavalry Line
University of Delhi,
Delhi-110007

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:
Annexure-VI
Date

Name of Tender : -

Dear Sir,

I. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' for the web site(s) namely:

“.....
given in the above mentioned website(s).

2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. __ to __ (including all documents like annexure(s), schedule(s), etc..) which form part of the contract agreement and [we shall abide hereby by the terms / conditions /clauses contained therein.

3. The corrigendum(s) issued from time to time by SOL too have all 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 it 's totally / entirely.

5. In case any provisions of this tender are found violated, then SOL shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit also lutely .

Yours faithfully,

(Signature of the Bidder, with Official Seal)