

NOTICE INVITING TENDER

FOR

PROVIDING CATERING SERVICES CONTRACT IN CANTEEN

AT UGC-DAE CSR, INDORE INSTITUTE AND GUEST HOUSE

PREMISES

Tender No.	NIT-03/2021-22 Dated 16-11-2021
Item No.	01 {Catering Services}
Last date for submission / receipt of completed Tender	Up to 03.00 P.M. on 16-12-2021
Cost of Tender Document	Rs. 500/- (Rupees Five Hundred only) <i>[NON-REFUNDABLE] in the form of demand draft in favour of UGC-DAE CSR, Indore payable at Indore</i>
EMD Amount	Rs. 7,500.00/- (Rupees Seven Thousands Five Hundred only) <i>in the form of demand draft in favour of UGC-DAE CSR, Indore payable at Indore.</i>

UGC-DAE Consortium for Scientific Research,
University Campus,
Khandwa Road,
Indore-452001 (M.P.)
Website: www.csr.res.in

Indore Centre of UGC-DAE CSR

NOTICE INVITING TENDER / BIDS FOR
PROVIDING CATERING SERVICES IN CANTEEN AT UGC-DAE CSR, INDORE INSTITUTE
AND GUEST HOUSE PREMISES

Indore Centre of UGC-DAE CSR, University Campus, Khandwa Road, Indore-452001, invites sealed tenders under two bid system i.e. Part-A (Eligibility) and Part-B (Financial Bid) from reputed canteen service providers/contractors for the abovementioned catering services for the period of two years further extendable for one year with same terms and conditions and the built-in scheme for review of the performance at the end of each year.

1	Date of Issue of Notice Inviting Tender	16-11-2021
2	Last date for receipt of Tender	16-12-2021 (1500 hrs.)
3	Date of Tender Opening	16-12-2021 (1530 hrs.)

PART-A: SCOPE OF WORK WITH GENERAL CONDITONS

1. Providing catering services in the canteen at UGC-DAE CSR, Indore Institute and Guest House premises to the employees, students and guests of this institution as well as other visitors at the institute premises (University campus, Khandwa Road) and its Hostel cum Guest House (Indrapuri Colony). Catering requirement is approximately 125-150 person per day. In addition, tea/coffee/snacks in office meetings approximately 10-15 per month, Seminars 4-5 per month and the institute also organises 4-5 workshops annually where Breakfast, Lunch, Dinner, tea coffee is required.
2. Generally, except to the holidays approved by the undersigned, breakfast and dinner will be prepared and serviced at the dining hall at guesthouse at Indrapuri, and the lunch will be prepared and serviced at dining hall(s) in the office building at Khandwa road, University campus. On holidays, the lunch will also be prepared and served at the dining hall at the guesthouse.
3. Facilities provided by UGC-DAE CSR, Indore: -
 - (a) Reimbursement of Manpower cost. The wages of 2 cooks and 2 helpers will be reimbursed by the institute (for details see **Annexure-IV**)
 - (b) Canteen space on the first floor of the office building and ground floor at guest house building with cooking space, exhaust fan, wardrobes, cooking counter etc.
 - (c) All the required utensil, Gas Burner, Water cooler with RO system, Refrigerators etc. will be provided by the institute.
 - (d) Electrical fitting will be provided by institute with electrical and water supply.
4. Tea/coffee will be prepared and serviced on demand to the offices / Laboratories / Guest rooms.
5. The preparation and quality of all food items should be hygienic. The kitchens, dining halls etc. shall be kept clean & hygienic all the time.
6. All other items i.e. raw material for the food and readymade items of food, if ordered, shall be arranged and supplied by the contractor at his own cost. The contractor shall charge the competitive rates for branded items of snacks in any case within the MRP printed on items.
7. The contractor will use only branded raw materials/items as per approved list attached as **Annexure-I** of this Tender Document while preparation of food items in Institute canteens to maintain quality food standard. Use of said branded items in the canteen will be verified periodically.
8. The canteen committee will make routine/surprise check up to ensure that proper food quality is maintained.
9. A person should be made available at Guest House during day time till dinner is over on all days and on specific instructions during nights also to attend the visitors.
10. The contractor will provide the snacks and other items as per the requirement during various seminars, workshops, meetings etc., for which monthly payment will be made as per approved rates.
11. No separate payment for disposable crockeries, packing materials etc. will be made unless instructed separately.

PART-B : TERMS AND CONDITIONS FOR BIDDERS

1. ELIGIBILITY CONDITIONS for the Tenderer/Bidder: -

- (i) The bidder / contractor must be an individual or reputed firm / company / caterer in possession of valid license from local authorities to run canteen (Copy of the license to be enclosed). The contractor has to keep the license renewed during the period of contract.
- (ii) The Agency should be ISO certified for the similar work and has to produce certified copy of ISO certificate.
- (iii) The Service Provider / Agency should have at least 03 years' experience in providing canteen / catering services in previous years in Government Institute/organizations/autonomous or Public Sector Undertaking body or private organisations based at Indore, which caters to the need of more than 100 persons (experience certificate / proof to be enclosed).
- (iv) Must have valid registration under Goods & Services Act and must have valid PAN Number.
- (v) Must furnish Financial Turn Over of three years preceding financial year 2021-22 duly certified by CA or certified copies of Proprietor's Income Tax returns for the last three financial years preceding financial year 2021-22 duly endorsed by Income Tax official or in the form of e-statement attested by certified CA.
- (vi) Must furnish profit and loss statements of last three years preceding financial year 2021-22 duly certified by CA. Bidders who have suffered the loss for more than one year shall stand disqualified for the tender.
- (vii) The Agency/Firm should have had annual financial turnover equal to proposed contract value in each year for similar works in last three years.
- (viii) The Service Provider / Agency / Firm must have their operating / branch office in Indore, the address of which to be intimated in Annexure-II of this tender document.
- (ix) Must furnish an Affidavit to the effect that the bidder has not been blacklisted/debarred by any Government Institute / Agency.

2. CONTRACT REQUIREMENT:

- (a) The prospective contractor shall deploy competent, experienced and trained personnel to perform services under this agreement. All personnel shall be neatly dressed, well behaved and shall maintain the discipline in the campus. No child labour will be permitted.
- (b) The contractor shall engage only such workers, whose antecedents have been thoroughly verified; including character and police verification and other formalities. The contractor shall be fully responsible for the conduct of his staff.
- (c) The contractor at all times should indemnify UGC-DAE CSR, Indore against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, The Workmen Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961, Payment of Bonus Act 1965 or any other laws relating thereto and rules made there under from time to time. UGC-DAE CSR, Indore will not own any responsibility in this regards.
- (d) The prospective contractor shall engage adequate staff (mentioned below) for smooth running of the canteen. The wages according to the minimum wages to the labourers, as prescribed in the notification issued by the Office of the Chief Labour Commissioner (C), Ministry of Labour & Employment, Government of India from time to time, will be reimbursed by the institute to the contractor (for details see **Annexure-IV**). In case of deployment of less than the specified manpower, penalty of Rs. 500/- per day for per person will be levied.

<i>i.</i>	<i>Cook (Skilled worker)</i>	<i>02 Nos.</i>
<i>ii.</i>	<i>Canteen helper (Un-skilled worker)</i>	<i>02 Nos.</i>

- (e) Any misconduct/misbehaviour on the part of the manpower deployed by the Contractor will not be tolerated and such person will have to be replaced by the Contractor at his own costs, risks and responsibilities immediately, with written intimation to in-charge, UGC-DAE CSR, Indore.
- (f) Canteen services are to be provided on all seven days of a week.

3. WAGES / REMUNERATION / TAXES:

- a) The bidder/Tenderer shall pay the minimum wages to the labourers as prescribed by Office of the Chief Labour Commissioner (C), Ministry of Labour & Employment, Government of India from time to time.
- b) The Tenderer has to comply with the provisions of the 'Contract Labour (Regulation & Abolition) Act 1970' and rules of orders issued there under from time to time. It is obligatory on the part of the Contractor to pay wages to the labour employed by him through bank or cheque or ECS or online transfer to the bank account of the labourer concerned. Contractor will be liable to maintain proper records of wages payment which should be submitted to the authorised person of the Institution periodically.
- c) In case of introduction of any new statutory taxes by State/Central Government, if applicable, it will be reimbursed by UGC-DAE CSR, Indore on actual basis, subject to submission of proofs/challans.
- d) The contractor shall ensure compliance of all statutory obligations, viz. payment of wages / salary through bank / cheque to the workers engaged by him on regular and timely basis (by 7th working day of month) and any other amounts including any statutory dues, charges, taxes and levies payable as per the relevant statutes applicable and subsequent amendment thereof and same should be sole liability of Contractor and UGC-DAE CSR, Indore will not be liable in any circumstances whatsoever. The contractor shall submit proof of disbursement of wages, challan of EPF/ESI deposited with the concerned department each month.

4. GENERAL CONDITIONS

- a) In the event of injury, illness or accidents to any worker, UGC-DAE CSR, Indore will not be liable to pay any compensation.
- b) The workers employed by the Contractor shall be his sole employees and UGC-DAE CSR, Indore shall not have any relation whatsoever with employees of the Contractor. He will be fully responsible for their acts, conduct and any other liability.
- c) In case of breach of any terms and conditions attached to the contract, the security deposit of the Contractor will be liable to be forfeited by UGC-DAE CSR, Indore besides annulment of the contract.
- d) Contractor will maintain a register on which day to day employment of personal with Institution will be entered and a same will be countersigned by the authorised official of the Institute.
- e) The Contractor shall maintain all the statutory registers under the law and shall produce the same, on demand, to the institution or any other authority under law.
- f) Every employee deployed by their service provider shall issue a photo identity card, and it shall carried by the employee and shall produce it on demand for inspection by the authority of Institution.
- g) The service provider agency shall also despite EPF and ESIC both employee and employer share within 15th day of the month of payment for the staff engaged from their account and prefer the bill to the Institution for reimbursement of employer share only.
- h) All applicable taxes and duties, shall be payable by the Contractor and the institution shall not entertain any claim whatsoever with respect to the same.

- i) The contractor shall furnish statement of amount paid for the month to the persons deployed along with cheque number / bank transfer details and date and bank account (along with copy of bank statement) from which the payment has been made.

5. PAYMENT PROCEDURE

Payment will be made within 15 days from the date of submission of the original bill to the concern in-charge on monthly basis. While submitting the bill, the contractor must certify for compliance of all statutory Labour Laws including Minimum Wages Act. The deduction of Income Tax from the bills of the Agency will be made at source under section 194 of the Income Tax Act. 1961 at the rate as applicable from time to time. Contractor is required to pay wages of contracted employees first i.e. on their own and then claim the payment from Institution along with proof of depositing of ESIC, EPF, GST with the concerned agencies all statutory documents like PF, ESIC, GST for previous month while submitting the bill.

6. PENALTY CLAUSE

Whenever and wherever it is found that the services are not up to mark, it will be brought to the notice of the contractor and if no action is taken within due course of time, penalty @ Rs.1000/- per complaint shall be imposed. The decision of UGC-DAE CSR, Indore shall be final in this regard.

7. RISK CLAUSE

- a) The Contractor shall at all times have standby arrangements for carrying out the work under the contract, in case of any failure of the existing arrangement. UGC-DAE CSR, Indore reserve the right for termination of contract, at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderer at the cost, risk and responsibilities of the contractor and excess expenditure incurred on account of this will be recovered by UGC-DAE CSR, Indore from the contractor's security deposit or pending bill or by raising a separate recovery claim.
- b) Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste and misuse the areas of responsibility given to them by the Consortium and shall not knowingly lend to any person or company any of the effects or assets of the Consortium under its control.
- c) In the event of loss/damage of equipment etc. at the premises of the UGC-DAE CSR, Indore due to negligence/carelessness of the Contractor staff, the Contractor shall compensate the loss to UGC-DAE CSR, Indore.
- d) The contractor shall in performing its part of this agreement ensure the safety of the building, its equipment's and the persons working in or visiting UGC-DAE CSR, Indore premises and shall indemnify Consortium for any loss or damage caused by any act of the contractor or its employees or staff etc.
- e) The Contractor shall not assign or sublet this agreement or any part thereof to any third party.
- f) The deployed staff shall be regularly trained on behavioural aspects and ethics.
- g) In case, the information / documents furnished by the bidder forming basis of evaluation of its bid is found to be false / fake / forged during any stage of the tender, Consortium shall have the right to terminate the contract and get the remaining works executed by a third party at the risk and cost of the contractor and without any prejudice to other rights available to Consortium under the contract such as forfeiture of the security deposit furnished by the contractor.
- h) In case, any submitted challan of statutory liability founds to be false / fake, the amount of same would be recovered from the monthly bill of the contractor along with the penalty, as decided by the competent authority of the Consortium.

8. DISPUTE SETTLEMENT:

It is mutually agreed that all differences and disputes arising out of or in connection with this agreement shall be settled by mutual discussions and negotiations. If such disputes and differences cannot be settled and

resolved by discussions and negotiations, then the same shall be referred to the Sole Arbitrator appointed by the Director, UGC-DAE CSR, Indore, whose decision shall be final and binding on both the parties.

9. SITE PARTICULARS

Indore Centre of UGC-DAE CSR is located within the campus of DAVV, Khandwa Road, Indore and its hostel and guest house is located at housing campus in Indrapuri Colony, Near Bhawarkuwan, Indore. The tenderers are advised to visit, examine the site of works and its surrounding and obtain for himself all information that may be necessary for preparing the tender and entering in to a contract for executing of the work during working hours with prior intimation. The cost of the visiting the site shall be tenderer's own.

10. TENDER DOCUMENT:

(A) Eligible bidders can obtain Tender Form our website, www.csr.res.in, along with terms and conditions. EMD of Rs. 7,500/- and Tender fees of Rs. 500/- (Rupees Five Hundred only) [NON-REFUNDABLE] in the form of demand draft in favour of UGC-DAE CSR, Indore payable at Indore will be kept in separate envelop with eligibility bid. Eligibility bid and financial bid should be kept in two separate envelops. Bid without EMD and tender fees will not be considered. The EMD will be forfeited in case the bidder withdraws during the tender selection process. These will be returned to all unsuccessful bidders without interest after they apply for the same. The EMD of the successful bidder will, however, be returned after he deposits the security deposit. MSME, Start-up, and SHG exemption applicable for EMD and tender fees. In this case certificate should be attached with eligibility bid.

(B) The rates quoted by the bidders should remain valid for a period of 180 days from the date of opening the Tender. Indore Centre of UGC-DAE CSR reserves the right to cancel or / and postpone the tender or reject any bid without assigning any reason.

(C) The Tender documents should be submitted in a sealed and signed envelope containing as per the details given below: the cover containing the tender documents should be super scribed as "*PROVIDING CATERING SERVICES CONTRACT IN CANTEEN AT INSTITUTE AND GUEST HOUSE PREMISES*" OF UGC-DAE CSR, INDORE and it should contain two separate sealed and super scribed envelopes, one for '**Eligibility Bid**' and another one for the '**Financial Bid**'. *The Tender Fees and EMD Demand Draft is to be kept in 'Eligibility Bid' envelope.* The agency's name should also be visible on the sealed cover. The sealed envelope should be dropped in the tender box kept at the main entrance of, UGC-DAE CSR, University Campus, Khandwa Road, Indore-452001 (M.P.), by due date and time. Bids received after due date and time will not be considered. *The last date for receipt of duly completed bid is on 16-12-2021 at 03.00 P.M.*

(D) EVALUATION CRITERION: **Part-A (Eligibility Bid)** will be opened first and only those bidders who qualify eligibility bid will be considered for **Part-B (Financial Bid)** and only their financial bid will be opened. Financial Bid of unqualified bidders in eligibility bid will not be opened. Qualitative Assessment of bids will be done on the basis of requirements mentioned in the tender document and Service Providers/ Agencies will be short listed out of the available offer based on the bidder who quotes lowest offer in the bid details (Part-B Financial Bid) attached as Annexure-III.

11. The successful Agency will be required to submit the **security deposit** amounting to **three percent (3%)** of the annual bid value in the form of Bank guarantee/FDR from any nationalized bank valid for two years. The security deposit is required to be submitted within 15 working days of award.

12. An agreement for acceptance of the work order will be required to be submitted within 15 working days of award of contract by the contractor.

13. All future corrigendum, addendums, amendments and revisions, if any with regard to this bid, shall be intimated by phone/e-mail.

14. The PAN, GSTIN, ESI and EPF number of the firm should be indicated. The tender of the firms which do not have any of these will not be considered.

15. The Contractor shall abide by the terms & conditions of the tender strictly.

16. The Bid should contain the documents / information as per Annexure-I to IV of Tender Documents. Bid with incomplete information/document will be rejected. **Kindly enclosed all the Annexures-I,II,IV along with eligibility bids.**

17. OTHER CONDITIONS:

- (i) The Agency shall be responsible for timely compliance of the obligations under various laws and Acts, namely EPF Act. ESIC Act. Gratuity Act. And workman compensation Act etc. or under any other statutory requirements as applicable in the Madhya Pradesh State and amended from time to time in respect of the said contractual services and also to present the documents as and when required or asked for by the UGC-DAE CSR, Indore.
- (ii) The Agency shall keep the UGC-DAE CSR, Indore indemnified against all claims whatsoever in respect of the employees deployed in UGC-DAE CSR, Indore AT VARIOUS POINT OF TIME. In case, any employee of the Agency so deployed in dispute of any nature whatsoever, it will be the sole responsibility of the Agency to contest the same at appropriate forum (s).
- (iii) Any violation of these terms and conditions will lead to termination of the job contract with the Service Provider/ Agency, forfeiture of the security amount and blacklisting of the Agency for future jobs.

Place: UGC-DAE CSR, Indore

Date:

Indore Centre of UGC-DAE CSR, Indore