

REQUEST FOR PROPOSAL(RFP) FOR RUNNING CAFETERIA

at
EDC BUILDING
Rajiv Gandhi Chandigarh Technology Park, Chandigarh

SOCIETY FOR PROMOTION OF INFORMATION TECHNOLOGY IN CHANDIGARH

(under the aegis of Department of Information Technology, Chandigarh Administration)

Plot No. 20, EDC Building, RGCTP, Chandigarh
Phone : 0172-2970450, 2970451 www.spicindia.com

TENDER FOR RUNNING CAFETERIA SERVICES

Tender No: SPIC/2017/36604

Tender Date :07/07/2017

Time schedule for tender process:

| | |
|--|----------------------------------|
| Date of publication of tender notification | 07/07/2017 |
| Last date for receipt of duly filled in tenders | 24/07/2017 up to 12:00 PM |
| Date and time of the opening of tenders | 24/07/2017 at 12:30 PM |

Note: This tender document contains 16 pages and bidders are requested to sign on all the pages. The duly filled in bid should be sealed by the bidders and super scribed as “Tender for running Cafeteria Services”.

ABOUT THE EDC

The Entrepreneur Development Centre (EDC) is a place that is conceived by the Chandigarh Administration in the prospering Rajiv Gandhi Chandigarh Technology Park (RGCTP) to enhance the export of the software export from Chandigarh and to assist young professionals in setting up their entrepreneurship by providing shell space or space with plug n play facilities in a state of the art environment friendly and an intelligent building. The project has been conceived as a transit point for the IT software export companies that are willing to come to the park, but as yet does not have a fully developed building of their own, or their built to suite plot is not yet constructed. This will also have the administrative offices of the IT dept that will be more accessible and approachable for the IT companies in the vicinity.

1. GENERAL TERMS AND CONDITIONS

- 1.1 Please read terms and conditions carefully before filling up the document. Incomplete tender document will be rejected.
- 1.2 Before submitting the tender, details of document to be attached may be verified from the Check List given in para 3.5 (technical bid cover) of the tender document.
- 1.3 All pages of the tender document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the terms and conditions of this tender.
- 1.4 Tender shall be submitted in official tender form only. If submitted in any other form the same shall be summarily rejected. No bidder shall submit more than one tender form.
- 1.5 No paper shall be detached from the tender.
- 1.6 The name and address of the bidder shall be clearly written in the space provided and no overwriting, correction, insertion shall be permitted in any part of the tender unless duly countersigned by the bidder. The tender should be filled in and submitted in strict compliance with the instructions laid down therein, otherwise the tender is liable to be rejected.
- 1.7 Person signing the bid or other documents connected with the tender must clearly write his/her name and also specify the capacity in which signing.
- 1.8 The SPIC reserves the right to reject any or all the tenders without assigning any reason.

- 1.9 Before submitting the filled-in tender document to the SPIC, the bidders may seek clarifications,if any, from administrative department of SPIC on Tel 0172-2970450, 2970451 or in person by visiting the SPIC office in EDC Building during working hours by taking prior appointment.
- 1.10 The SPIC reserves the right to change any condition of the tender before opening of the bids.
- 1.11 A separate demand draft for Rs.2000/- (non refundable) in favour of SPIC payable at Chandigarh against processing charges of tender form shall be attached with the technical bid in case the tender form is downloaded from the web site.
- 1.12 SPIC will offer space measuring approx 2000 sq.ft for setting up cafeteria within the EDC building for which Facility Management Charges (FMC) will be charged by SPIC excluding taxes.

Eligibility Criteria:-

- i. The tenderer must be in a business of catering/restaurant/running cafeteria of reputed brand or brand franchise.
- ii. The bidder should have minimum 3 year experience in running such cafeteria/catering services in reputed organization.
- iii. The tendere must have Food Safety & Standard Authority of India (FSSAI) License for catering/restaurant business.
- iv. Tenderer should enclose a list of clients.
- v. The tenderer shall also give a list of catering services/hotel/restaurant etc., run by him(with details of periods).
- vi. The tender shall be submitted in the prescribed form downloaded/obtained from the Institution.

1. The tenderer should invariably submit his tender in three sealed covers viz.

- (i) EMD cover
- (ii) Processing fee cover
- (iii) Technical bid cover
- (iv) Commercial bid cover.

1.1 EMD Cover

- i. EMD cover should contain EMD of Rs. 10,000/- (Rupees ten thousand only) in the form of demand draft from any nationalized bank or by bankers cheque. The tender without prepayment of EMD and tender document fee will be out rightly rejected.
- ii. EMD amount will be refunded to unsuccessful bidders.
- iii. EMD will be liable to be forfeited if the Vendor selected for the work fails to sign the formal agreement or to start the work on the date stipulated in the work order.
- iv. The EMD remitted will not bear any interest for the period retained by the SPIC.

1.2 Processing fee

- i. Processing fee cover should contain processing fee of Rs.2000/- (Two Thousand only) in the form of demand draft. The tender without processing fee will be disqualified/rejected

1.3 Technical bid cover

Technical bid cover should contain the following:-

- i. Proof of business carried out by the tenderer during the last 3 year.
- ii. The tenderer should furnish details regarding brand franchise, nature of their firm, name and address of partners/proprietors/directors and also their sister concerns, if any.
- iii. Copy of Food Safety & Standard Authority of India (FSSAI) License.
- iv. A list of the clients/outlets of the tenderer.
- v. Details of registration such as company/firm/ hotel business/Restaurant/ Catering etc.

1.4 Commercial bid cover

- i. The commercial Bid shall be put in a separate cover super scribed as such.
- ii. The rates shall be quoted in respect of the list of items proposed to be sold.
- iii. Facilitation charges should be quoted for one full year. This should be paid in 12 equal monthly installments before 5th of every month.

2. Execution of AGREEMENT and payment of SECURITY DEPOSIT

- i. The successful tenderer should execute an agreement for the fulfillment of the contract with the SPIC and hand over the same to SPIC within 5 days from the receipt of the letter of acceptance of the tender. If the same is not executed within 5 days the order will be cancelled by the SPIC.
- ii. In case the successful tenderer fails to deposit the security amount and execute necessary agreement within 5 days from the date of receipt of acceptance of tender,

the earnest money deposit of Rs.10,000/- shall be forfeited and the tender will be held as non-responsive.

- iii. The successful tenderer shall be required to deposit an amount of Rs.40,000/- (Rupees forty thousand only) as security deposit immediately after the issue of work order and before the execution of the agreement, in the form of demand draft of any nationalized /scheduled bank only in favour of SPIC payable at Chandigarh. No interest shall be paid on such security deposit, which shall remain with the SPIC during the continuance of the contract and it shall be released only after three months on the expiry of termination of the contract subject to clearance of all dues by the Vendor. On specific request by the Vendor the EMD paid will be adjusted against security deposit.

3. Special Terms and Conditions:

- 3.1 SPIC will offer space measuring approx. 2000 sq.ft for setting up a cafeteria within the EDC building for which FMC will be charged per month.
- 3.2 The cafeteria service shall be provided from 08.30 AM to 6.30 PM on all working days. Except without the written permission of SPIC, the cafeteria will not function on Saturdays, Sundays and holidays.
- 3.3 SPIC will not bear the expenditure for the setting up of stall /infrastructure.
- 3.4 The Vendor shall have to pay rent @ Rs. 60/- per sq ft per month inclusive of water & electricity charges with service tax as applicable. The rent shall be paid on or before 5th of every month through demand draft in favor of SPIC, failing which interest @14% will be charged on the due amounts.
- 3.5 No separate water charges will be charged by the SPIC.
- 3.6 The Vendor shall be responsible for maintaining and cleaning the allotted space and for the disposal of wastages generated from the cafeteria operations.
- 3.7 The Vendor should hand over the premises in the same condition as it was given to them at the time of occupying and if any damages found, the charges should be recovered from the Vendor.
- 3.8 The Vendor shall not keep the cafeteria closed without prior permission from the competent authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by SPIC, as it may deem fit.
- 3.9 On award of the contract, the successful tenderer will have to file full details of the staff/crew/labour employed by him with SPIC along with copies of documents to prove their identity.
- 3.10 The Vendor will be responsible for obtaining verification certificate from the police department in respect of all employees deployed by him.
- 3.11 The Vendor shall submit to SPIC a list of all workers engaged by him, indicating name, age, home address, qualifications, etc., and would also intimate as and when any change takes place. The tenderer shall not at any time engage any minor to carry out the work under the contract.
- 3.12 The Vendor shall maintain attendance and wages registers for all workers engaged under the contract at SPIC and shall also take out Workmen's' Compensation Insurance Policy. The payment of wages to workers must be made as per rules in vogue. Proof of wages shall be submitted to SPIC administration on a monthly basis.

- 3.13 The Vendor shall comply with all existing labour legislations and Acts, Provisions as applicable, such as Contract Labour Regulation Act, Workmen's' Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act etc. For any lapse or breach on the part of the Vendor in respect of non-compliance of any labour legislation in force during the validity of the contract, the Vendor would be fully responsible and would indemnify the SPIC, in case the SPIC is held liable for the lapse if any, in this regard.
- 3.14 The Vendor shall have to make own arrangements for the accommodation of his staff outside the premise of EDC Building. The cafeteria staff shall leave the campus latest by 7PM and shall be granted permission to enter the campus not earlier than 08AM. However, special timings will be permitted with prior approval of the Competent Authority of SPIC.
- 3.15 The Vendor shall ensure that his staff shall have proper shave and clipped nails while in service in the cafeteria..
- 3.16 The staff engaged by the Vendor shall: (a) Show professional courteous behaviour at all times. (b) wear neat and clean work clothes, etc. (c) will not smoke beedies, cigarettes or take alcoholic drinks in the campus and they are not allowed to chew pan, gutka, tobacco items etc.
- 3.17 The Vendor shall ensure that the staff engaged by him observes safety precautions and security regulations at the EDC Building.
- 3.18 SPIC reserves the right to call upon the Vendor to remove any person employed/working in the cafeteria, if found unsuitable for services on account of hygiene or health or conduct or any other administrative reasons. The Vendor will have to issue identity cards to its employees employed in the cafeteria. SPIC reserves the right to disallow the person not having the identity card.
- 3.19 The Vendor's crew shall not be allowed to use any service area situated outside the cafeteria.
- 3.20 All the workers engaged by the Vendor for carrying out tasks under this contract shall be deemed to be the employee of the Vendor only. The Vendor shall be solely responsible for purpose of their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The Vendor shall also provide its workers uniform, photo-identity cards which shall be checked by the SPIC, as and when necessary.
- 3.21 SPIC shall not be responsible for the release of benefits, such as Provident Fund, ESI, Pensionary benefits or allowances. Any changes in the Minimum Wages Act or in any other labour legislation/provisions or other statutory obligations during the validity period of the contract shall be the responsibility of the Vendor.
- 3.22 Vendor shall not sell any cigarette, beady pan, alcohol etc. in the cafeteria and in the SPIC premises, if anyone is found indulged in these business the person shall be asked to leave the campus immediately and the Vendor shall be liable to lose the contract for breach of this condition.
- 3.23 The Vendor and his staff shall abide by various rules and regulations of SPIC as prevalent from time to time.

- 3.24 The Vendor and his staff shall comply with all instructions and directions of the SPIC authorities given from time to time. In the event of any emergent situation, the staff of the Vendor shall comply with instructions given by the SPIC authorities, without waiting for confirmation by the Vendor.
- 3.25 Non compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
- 3.26 The Vendor shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the SPIC immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
- 3.27 SPIC would have the right to terminate the contract without notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of SPIC rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Vendor or his staff. The decision of SPIC's management in this regard would be final and binding on the Vendor. In such an event, SPIC shall have the right to engage any other Vendor to carry out the task at the risk and cost of the existing Vendor besides appropriating the security deposit and or any amounts due to the Vendor. For violation of any terms and conditions of the tender, security deposit will be forfeited. If the Vendor fails to provide the cafeteria service as per the tender condition, SPIC will make alternate arrangement for the students from any other source.
- 3.28 SPIC reserves the right to terminate the contract without giving any notice in case the Vendor commits breach of any of the terms of the contract. SPIC's decision in such situation shall be final and shall be accepted by the Vendor without any objection or resistance. The contract can be terminated by either party, after giving three months notice. The contract will be extendable by mutual agreement till alternate arrangements are made.
- 3.29 If the contract is terminated by the Vendor without giving stipulated period of notice or fails to observe the terms and conditions of the tender, letter of award for the contract and the agreement signed by the Vendor with the SPIC, the security deposit will be forfeited without prejudice to the SPIC management's right to proceed against the Vendor for any additional damage that the SPIC suffers as a result of the breach of the aforesaid terms and conditions.
- 3.30 The period of contract is for one year from the date of award of contract for cafeteria premises. However the contract could be renewed further for two terms of one year each solely at the discretion of competent authority on mutually agreed terms and conditions.
- 5.32 The Vendor should not transfer the contract of the cafeteria services or sublet the same to anybody which may be treated as a breach of contract and the contract shall be liable to terminator without any prior notice with consequent penalty including forfeiture of security deposit. All expenses whatsoever for re-tendering the services will be recovered from the Vendor.

4. ITEMS SOLD

- i. The food items like snacks and drinks should be of excellent quality.
- ii. The Vendor should not keep any packed items for sale which has already surpassed the date of expiry.
- iii. The packed items should be sold only on MRP or less.

5. PENALTY

- i. The SPIC reserves the right to impose penalty (to be decided by the SPIC authorities) on the Vendor for any serious lapse in maintaining the quality and the services willfully or otherwise by the Vendor or his staff or for any adulteration.
- ii. If the SPIC is not satisfied with the quality of eatables served, services provided or behavior of the Vendor or his/her employees, the Vendor will be served with 24 hour notice to improve or rectify the defect(s), failing which the SPIC will be at liberty to take appropriate necessary steps as deemed fit.
- iii. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at the area in which Cafeteria is functioning and only the said courts shall have jurisdiction to entertain and try such action(s) and/or proceedings to the exclusion of all the other courts.

Bid Evaluation criteria

For the purpose of bid-evaluation the maximum discount on MRP offered would be the main criteria. List of items commonly to be sold in the cafeteria is attached as Annexure for reference

UNDERTAKING BY THE TENDERER

We have carefully gone through various terms and conditions listed above for providing of cafeteria services at EDC Building. We agree to all these conditions and offer to provide cafeteria services at EDC Building. We are making this offer after carefully reading the conditions and understanding the same without any kind of pressure or influence from any source whatsoever. We have acquainted ourselves with the tasks required to be carried out, before making this offer. We hereby sign this undertaking in token of our acceptance of various conditions listed above.

Place :

Date :

Name & signature of tenderer

Address:

Phone :

Office :

Residential :

Mobile :

Seal of the tenderer

Commercial Bid

TENDER FOR PROVIDING CAFETERIA SERVICES AT EDC BUILDING

1. Name of the Agency :
.....

2. Address of the Agency :
.....
.....
.....
.....

3. Brand Name:.....

4. Name of the Person :
.....

5. Phone No
:.....(Mob).....(Fax).....
.....

List of items proposed for sale at the SPIC campus.

| S.No | Particulars | MRP | Discount Selling Price at SPIC |
|------|-------------|-----|--------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
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Note : If the above space is insufficient annexure be added.

Full Name,Signature& seal of the
Authorized Person

Date :
Place :

**DRAFT AGREEMENT BETWEEN THE CAFETERIA SERVICES VENDOR AND THE
DIRECTOR, EDC CAMPUS CENTRE**

Agreement executed on ____th day of _____ 2014 between _____

(hereinafter called the Vendor)
and the Chief Executive Officer SPIC (hereinafter called SPIC)

Whereas the Vendor had tendered for the Cafeteria Services for students and staff of EDC companies and SPIC as per tender notification No. _____ dated _____ which tender notification shall form part of this Agreement as if incorporated herein.

Whereas SPIC has been pleased to accept the offer subject to the conditions stipulated in the work order No. _____ dated _____, whereas the Vendor has as security for the due fulfillment of his obligations under this deed deposited Rs.40,000/- (Rupees forty thousand only) on ____th _____2014,

NOW THESE PRESENTS WITNESS AS FOLLOWS:-

1. The SPIC will offer space measuring __ sq. ft. x __ sq.ft. for setting up canteen within the EDC Building situated at RGCTP, Chandigarh. The cafeteria services shall be provided between 08.30 AM to 06.30 PM
2. SPIC will not bear the expenditure for the setting up of the stall/infrastructure.
3. The contract period is for one year from _____ to _____.
4. The Vendor shall get the prices of all items approved by the SPIC and no change whatsoever shall be made without the prior written approval of the SPIC. The Vendor has to display the list of beverages and product as mentioned in the quote with approved rate.
5. The Vendor shall have to pay the facilitation charges of Rs. _____ /-(Rupees _____) . However, he will make payments in 12 equal monthly installments on or before 5th of every month through Demand Draft in favour of SPIC, payable at Chandigarh failing which interest at 14 per cent will be charged on due amounts.
6. The Vendor will be required to pay to SPIC electricity charges on actual basis along with pro-rata fixed charges levied by the Electricity Board for which sub-meters shall be

provided. The electricity charges will be paid on or before 5th of every month on monthly meter reading basis.

7. The required water will be supplied by SPIC at free of cost; but the Vendor should use the water very sparingly and shall not waste water.
8. SPIC reserves the right to terminate the contract without giving any notice in case the Vendor commits breach of any of the terms of the contract. SPIC's decision in such a situation shall be final and shall be accepted by the Vendor without any objection or resistance. The contract can be terminated by either party after giving three months notice.
9. The Vendor should not transfer the contract of the cafeteria services or sublet the same to anybody which action may be treated as a breach of contract and the contract shall be liable to be terminated without any further notice. All expenses whatsoever for the retendering the services will be recovered from the Vendor.
10. The Vendor should hand over the premises in the same condition as it was given to them at the time of occupying and if any damage found, the charges should be recovered from the Vendor.
11. The SPIC reserves the right to impose a penalty (to be decided by SPIC authorities) on the Vendor for any serious lapse in maintaining the quality, hygiene and the services willfully or otherwise by the Vendor or his staff or for any adulteration.
12. The security deposit which shall remain with the SPIC during the continuance of the contract and it shall be released only after three months on expiry or termination of the contract subject to clearance of all dues by the Vendor. **No interest shall be paid on the security deposit.**
13. If the SPIC is not satisfied with the quality of eatables served, services provided or behavior of the Vendor or his/her employees, the Vendor will be served with 24 hour notice to improve or rectify the defect(s) failing with the SPIC will be at liberty to take appropriate necessary steps as deemed fit.
14. Waste and garbage disposal must be done twice a day on regular basis.
15. Notwithstanding, any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference, if the same had been the subject matter of suit, any and all actions and proceedings arising out of or relating to the contract

(including any arbitration terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at the area in which the canteene of the SPIC is functioning and only the said courts shall have jurisdiction to entertain and try such action(s) and/or proceedings to the exclusion of all the other courts.

16. Further this office letter No. _____ dated _____ issued to the Vendor will also form part of this agreement.

Signed on this day ____th _____2014

CHIEF EXECUTIVE OFFICER
SPIC

VENDOR

Witness: (1)

(2)

