## ई-निविदा सूचना

राष्ट्रीय बहुदिव्यांगता जन सशक्तिकरण संस्थान (एनआईईपीएमडी) ईस्ट कोस्ट रोड (ईसीआर), मुतुकाडु, कोवलम (डाक), चेन्नई - 603112 तमिलनाडु

ਸੈਂ

## "कैंटीन संचालन"

# स्थान किराये पर देने हेतु निविदा

निविदा संख्या एनआईईपीएमडी/खरीद4 (33)/2024-25

क्रम	विवरण	विवरण
1.	कार्य	कैंटीन सेवाएं प्रदान करने के लिए स्थान किराए पर देना
2.	निविदा जमा करने की अंतिम तारीख और समय	17 अप्रैल 2025 को सायं 04:00 बजे
3.	पूर्व बोली बैठक की तारीख और समय	8 अप्रैल 2025, सुबह 11:00 बजे (हाइब्रिड मोड)
4.	तकनीकी बोलियां आरंभ होने की तारीख और समय	18 अप्रैल 2025 सायं 04:30 बजे
5.	बयाना धन जमा (ईएमडी)	रु . 1,00,000/- (वापसी योग्य) (डीडी, एनईएफटी, आरटीजीएस) छूट: भारत सरकार के मानदंडों के अन्सार
6.	निविदा की अवधि	02 वर्ष (संस्थान की आवश्यकताओं और प्रदर्शन समीक्षा के आधार पर 03 अतिरिक्त वर्षों के लिए विस्तार योग्य, यदि दूसरे वर्ष से आगे विस्तार दिया जाता है तो वार्षिक चक्रवृद्धि दर पर 10% किराया वृद्धि होगी)

उप पंजीयक (प्रशासन) कार्यवाहक मार्च 2025 निदेशक

मार्च 2025

एएसपीओ: निविदा दस्तावेज को व्यापक प्रचार के लिए एक तमिल दैनिक (तमिलनाडु संस्करण), एक अंग्रेजी दैनिक (तमिलनाडु संस्करण), सीपीपी पोर्टल, एनआईईपीएमडी वेबसाइट पर प्रकाशित करने की अन्मति दी जा सकती है।

उप पंजीयक (प्रशासन) कार्यवाहक:

निदेशक:

#### Annexure- 'A'

Sub: - For renting out space for "Running of Canteen" at "NIEPMD" Muttukadu, Kovalam (Post), Chennai – 603112, Tamilnadu

#### 1. <u>Request for Tender (RFT):</u>

Institute invites e-Tender through NIC e-procurement portal URL <u>http://eprocure.gov.in/eprocure/app</u> in two bid system (Technical &Financial) from bidders for renting out space for "Running of Canteen" at NIEPMD, Muttukadu, Kovalam, Chennai – 603112 Tamilnadu. The agencies/parties interested in responding to this RFT must submit their bids online using e- Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

Financial bids for only those bidders will be opened who are declared qualified in technical evaluation. The date and time for opening of financial bids shall be separately notified on NIC's e- Procurement Portal (eprocure.gov.in.).

All details regarding the subject RFT are available on websites: <u>www.eprocure.gov.in</u> & <u>www.niepmd.nic.in</u>. Any changes/modifications/corrigendum in connection with this RFT will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. NIEPMD shall not be liable to send any individual information or issue a public notice. The bidder must see Instructions for online bid submission at <u>https://eprocure.gov.in/eprocure/app</u> before filing bid online.

#### 2. <u>Electronic Submission of Bids.</u>

i. Bids against this RFT shall be received only electronically through Procurement Portal of NIC (eprocure.gov.in). No bids shall be accepted in hard copy or in any other form.

ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Class-III Digital Signature to submit e-tender.

iii. The e-tender will be submitted online in two Electronic Envelop systems.

#### a) Electronic Envelope No- I: - Eligibility documents & Technical Bid (e-Tender).

#### b) Electronic Envelope No-II: - Price Bid.

iv. Interested bidder may submit their quotes by giving all the necessary documents in English or Hindi as specified. The tender must be submitted online through Central Public Procurement Portal e-procurement application only through URL: http://eprocure.gov.in/eprocure/app only. No manual bids will be entertained under any circumstances. The Tender document attached must be direct, concise, and complete and arranged in an organized and structured manner.

v. To participate in online bidding process, Bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode, eMudhra etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

vi. NIEPMD will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid proposal well advance in time so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.

vii. Bidders are also advised to refer visit any local NIC office or call CPPP 24x7 toll free number 1800-3070-223 or mobile No. 07878007972, 07878007973 for further details about the e-tendering / bidding process.

(c) Procedure for e-payment:

EMD of Rs. 1,00,000/- (One Lakh) should be paid online through NEFT or RTGS in NIEPMD account and payment receipt to be uploaded with technical bid. Technical bids without EMD shall not be considered for further evaluation. NIEPMD Bank details are as follows: -

#### A/C No. 761297290 Type of Account: Saving Bank Name of Bank: Indian Bank, Kovalam Branch IFS Code: IDIB000K122 Branch Code: 01176

<u>Caution</u>: Please ensure that you need to mention the correct beneficiary account number and IFSC code as mentioned above while making payment via RTGS / NEFT. In the event of funds remitted to wrong beneficiary account number, NIEPMD, Chennai or its Bank would not responsible for the same.

Micro & Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) are exempt from submission of EMD and Tender fee. MSME certificate should be submitted to avail this exemption.

viii. The Bidder should have successfully performed in running canteen services OR Catering services OR Restaurant for at least Three Year for minimum 250 to 300 Persons.

ix. The Canteen of the aforesaid building shall be taken up on a rental basis. The contract is being offered for an initial period of 02 year and further extendable by Three-year subject to review of performance annually. Quoted rent will be increased by 10% compounding annually if extension is given beyond 2nd year.

x. Price Bid should be submitted online by downloading excel file and same can be uploaded after filling up the rent offered for canteen space utilization as well as for items without any alterations/cuttings etc. Such cuttings/alteration etc even if accompanied by signature shall be liable to be rejected on such grounds.

xi. Online e-Tender can only be submitted after uploading following valid scanned documents (i.e. e- Envelope-I) related to eligibility conditions up to Last date and time of online submission/ uploading of E-tender.

#### The bidders are required to upload soft copies of the following:

- Acceptance of Technical Bid (prepared on Company's Letterhead).
- Copy of PAN No.
- Annual turnover certificate with profit & Loss statement for last 03 financial years. (2021-22, 2022-23, 2023-24)
- Copy of Income Tax returns for last 03 Financial Years. (2021-22, 2022-23, 2023-24)
- Payment Receipt of Earnest Money Deposit of Rs.1,00,000/-as mentioned in technical bid or MSE Registration Certificate.
- Copy of required Experience Certificate (Satisfactory Completion Certificate) as per S.No.2(viii) Request for Tender (RFT).
- Certificate/undertaking that the firm has not been blacklisted/debarred by any Govt. Department. (on Non-Judicial Stamp Paper)

- Complete tender document duly signed and stamped on each page by the bidder in token of having understood and agreed to the terms and conditions mentioned.
- Documents such as FSSAI / Food License, Shops and Establishments registration, GST registration etc. to be uploaded.
- Financial Bid (prepared on CPP excel format).
- The tenderers are requested to go through the complete Tender Document. Failure to furnish all required information in every aspect will be at the tenderer's risk and may result in the rejection of the tender.
- x. Validity of tender shall be for 90 days from the date of opening of tender.

xi. The bidding process will be accepted only through e-Tendering platform. As tenders are invited through e-Tendering process, physical copy of the tender document would not be available for sale. Contractor can upload documents in the form of JPG format, PDF format and any other format as permissible by the e-tendering portal.

For any queries relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidders may contact CPP Portal Helpdesk.

#### 3. <u>Earnest Money Deposit (EMD)</u>

a) All Bidders are requested to furnish an EMD of Rs.1,00,000/- (Rupees One Lakh Only) By way NEFT/RTGS as per account details mentioned in tender document.

b) Bids for which EMD is not received (other than the exempted categories) in the prescribed manner shall be rejected summarily.

c) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after Award of Contract to the Successful Bidder. All bidder has to furnish an amount equal to 4 months rent as quoted or Rs. 1,00,000/ whichever is more as interest free refundable Performance Security Deposit to the Institute which will be refunded on expiry of the contract agreement.

#### 4. Bid Details

Bidders are required to furnish the rent for Canteen Space Utilization Charges and rates including all taxes etc., strictly in the prescribed Performa of Financial bid. Financial bid shall contain rent charges only and no other documents shall be enclosed with the financial bid. Tender Shall be awarded to the bidder offering highest monthly rent for utilizing space for canteen.

#### 5. <u>Qualifying Criteria</u>

i) The Bidder should have successfully performed in running canteen services OR Catering services OR Restaurant for at least Three Year for minimum 250 – 300 Persons. The applicant should have at least two similar outlets (preferably in Chennai / Tamilnadu) for minimum 03 consecutive years which validates their ability OR The tenderer should have at least satisfactory report and operating experience in the Government / Semi-Government Institutions / Organizations / Educational Institutions/PSUs (with minimum of 3 consecutive years).

ii) Financial Standing: To prove financial capability to undertake the tender, the tenderer should furnish banker's Certificate (in original) as per Appendix-6.

Credit Facility for an amount not less than Rs. 20.00 lakhs and not more than 3 months older from date of advertisement of tender.

The Tenderer can furnish a Solvency Certificate from any nationalized/ scheduled bank for Rs. 20.00 lakhs.

iii) Employees of NIEPMD or their family members are not eligible to participate in the Tender. For this purpose, the family includes spouse and children (Undertaking to be furnished in this regard as per Appendix 7).

ii) Highest Monthly rent offered for running Canteen services shall be considered as H-1 for this bid.

iii) The tenderer may kindly note that no condition, deviations/assumptions/stipulations/ clarifications/comments or any other request whatsoever should be submitted with tender or financial bid. Conditional offers will be rejected.

iv) Technically qualified bidders have no right to claim for award of the work. NIEPMD, Chennai reserve the right to cancel or award the work to any bidders having the valid documents and fulfilling the criteria.

v) The performance certificate from the concerned department shall also be furnished. The proof of work (i.e. work order and successful competition certificates) should be attached in technical documents. NIEPND, Chennai reserves the right to verify the proof of having experience and expertise of the bidder in executing similar works and the bidder has to produce the proof thereof.

vi) All required documents such as FSSAI / Food License, Shops and Establishments Registration, GST Registration etc., should be submitted along with the tender document (Technical Bid).

vii) The restaurant should have a proven track record of average annual turnover of minimum 50 Lakh in the preceding three financial years (2021-22, 2022-23, 2023-24).

viii) The Canteen should have the ability to provide good quality food and service.

ix) There should be no legal suit, criminal case pending or contemplated against the proprietor of the Canteen or the firm on grounds of moral turpitude or for violations of any of the laws in force. Undertaking on letter head must be submitted.

x) MSE bidder will exempted from turnover & EMD however no bidder is exempted from Minimum experience and payment of Performance Security.

#### 6. Additional Conditions:

1. Tenderers are advised to well acquaint themselves fully with the location of the building space and terms and conditions including all the provisions of the Tender Document before submission of their tender.

2. It is essential that the bidder visits the site and examines the Projects and all its facilities and infrastructure and take full responsibility for directly obtaining all necessary information for preparing the bid and entering into contract. The cost of any such visit shall be borne entirely by the bidder and no claim in this regard shall be entertained by Institute.

3. Time for site visit will be from 10-00 a.m. to 5-00 p.m. from Monday to Friday.

4. After receiving the Letter of Acceptance (LoA) and before entering into the Contract Agreement, the successful bidder has to furnish an amount equal to 4- month rent as quoted or Rs. 1,00,000/ whichever is more as interest free refundable Performance Security Deposit to the Institute which will be refunded on expiry of the contract agreement.

5. The bid security shall be forfeited:

i) If the bidder withdraw their bid during the period of bid validity specified in the bid.

ii) In case of a successful bidder, if they fail or refuse within the period of bid validity to furnish the required performance security.

iii) Following criteria is required to be fulfilled by the party so as to be technically qualified: Interested parties should have minimum 3 years-experience for running Cafeteria /food court/ canteen/ restaurant.

iv) If the vendor to whom tender is awarded fails to deposit the advance monthly rent for two consecutive months, his bid security shall be forfeited and agreement is treated as deemed cancel with immediate affects without any further communication.

6. It will be obligatory on the part of the tenderer to sign the tender for all the components & parts. After the space is allotted for running the Canteen, they will have to enter into a lease agreement for the space allotted on a non-judicial stamp paper of Rs.100/- at their own cost within fifteen days from date of issue of allotment letter.

7. In the event of non-execution of lease agreement within 10 days from the date of issue of allotment letter, the allotment of space will automatically stand-cancelled and security money deposited will be forfeited.

8. Serving liquors, Pan Masala, Tabaco, cogitate, other narcotics products and other prohibited items are not allowed in office premises.

9. If the Canteen owner fails to deliver vacant and peaceful possession on expiry of the agreement or earlier determination, the Canteen owner will be liable to pay @ Rs.1000per day as penalty by way of Liquidated Damages to Institute till the canteen space is vacated.

10. The Canteen owner shall bear and pay the cost of repair and maintenance of the Canteen space together with any improvement as would be deemed necessary and be made by the Canteen owner with the approval Institute.

11. The Canteen owner shall keep the canteen space in good and usable conditions. If any damage caused by the canteen operators shall be repaired at their own cost.

12. The premises of the Canteen Services will be used for the purpose for which the allotment will be made and not for any other purpose without the written permission of the Competent Authority.

13. No Sub-letting of the space shall be allowed by the successful bidder for running the Canteen.

14. The successful bidder shall be liable to provide tea, coffee, snacks, light refreshment cold drinks/fruit juice, breakfast, lunch, dinner etc. of good quality and on reasonable rates. It is mandatory on the part of bidder to arrange Morning Tea, breakfast, full lunch, evening snacks & full dinner on daily basis. Under no circumstances serving of Morning Tea, breakfast, full lunch, evening snacks & full dinner avoided. The canteen vendor will offer 25% discount on canteen cooked food to NIEPMD students. However other packed food or beverage etc. will on usual rates i.e. on MRP or any discounted rate fixed by canteen contractor for all.

15. The material used for preparing items shall be of hygienic & standard quality.

16. The successful bidder has to ensure that the Canteen staff serving in should well-mannered and are in proper dress.

17. The successful bidder shall ensure that they will provide the best services and that no complaint will be received in this regard.

18. The Institute will provide electricity, to the successful bidder and charges against the energy consumed shall be borne by the successful bidder, as per prevailing tariff. The energy meter shall be provided by the Institute. Electricity charge and water charge used in running Canteen should be beard by vendor on actual basis on monthly basis with rent. Failing of which security money be forfeited and award was cancelled thereafter. Separate electricity meter will be fitted for the purpose of the canteen premises electricity consumption. The consumption charges will be paid by the canteen contractor to the NIEPMD as per commercial rates fixed by the TNEB for NIEPMD.

19. The successful bidder shall arrange utensils, cutlery and crockery and other equipment/items required to run the canteen at his own cost.

20. Site/Space will be handed over on as is where is basis and all interior / maintenance work will be done by the successful tenderer at his own cost. The party shall maintain the areas in neat and tidy manner at all the times.

21. The successful bidder shall comply with all prevailing labour laws, Municipal laws & statutory requirement of other Central/ State Government organizations. In case on non-adherence of any laws regulations of the statutory bodies, the successful bidder will be fully responsible for the consequences arising out of non- adherence by the successful bidder. The Institute in no way will be responsible for the same.

22. The successful bidder shall remain liable to and shall indemnify The Institute in respect of causes of action, claims, damages, compensation or cost, charges and expenses incurred by The Institute arising out of accident or injury sustained by any workman or other person whether in the employment of The Institute or not while in The Institute premises arising out of any act of omission or commission, default or negligence, error in judgment on the part of the successful bidder or its staff.

23. Since the consumption of Alcohol & smoking is prohibited in Institute Premises, the successful bidder shall not sell Liquor and tobacco products or allow consumption thereby any person in the Canteen area leased out to him.

24. Housekeeping and maintenance of the common area shall be undertaken by The Institute. However, the vendor shall be responsible for housekeeping & maintenance of the working area allotted to him.

25. The space allotted should be used only for the purpose for which allotment has been made.

26. The successful bidder will be intimated by the office whereupon he will enter into agreement with the Institute and commence the work immediately but not later than 10 working days from issuance of the intimation. The contract shall begin from the date of actual commencement of the work at the site. The contract shall be awarded initially for two year that can be extended up to three more year with the mutual understanding and performance review basis.

27. It may be noted that in case the successful tenderer does not accept the offer within 10 working days from the date of receipt of offer, the Earnest Money Deposit of the successful tenderer shall be forfeited and the tenderer shall be debarred for future participation in any of the tender invited by the Institute as per GOI norms.

28. The tenderer shall pay to Institute the Canteen Space utilization charges in advance at the time of award of the contract and regularly advance rent before 10 day of every month.

29. **Extensions:** Tender(s) will remain valid for a period of 02 (two) years from the date of awarding of contract that can be further extendable by 03 (three) more year with mutual understanding (extension shall be considered only on your performance/service). On extension of contract, Rent will be revised once in a year with 10% increase from the date of Extension by compounding. Institute may at its discretion may consider for extension of contract beyond initial period subject to satisfactory performance and discretion of Director, NIEPMD on yearly basis on terms & conditions of institute for extension. However, it is not binding for either side to extend the rate contract beyond two year, any party can refuse to extend the contract beyond two year without assigning any reason. Vendor cannot claim for extension on expiry of contract. However, institute can terminate the contract during initial period or at any stage also if it is noticed that performance is not satisfactory. Institute is empowered to review the performance at any time and can shout clarifications from service provider. If any tenderer withdraws during the validity period, the security deposited will be forfeited.

30. All the above Terms and Conditions will form part and parcel of the Notice Inviting Tender.

31. All the arrangements for cooking and keeping food warm will be made by the agency.

32. All the arrangement of servicing and arrangement of good quality utensils and plates to be done by the Agency.

33. The office reserves the right to inspect the materials at any time. If it is found that raw material for food of inferior quality is used, the contract would be terminated immediately without any notice and the vendor would be blacklisted.

34. The timings of the Canteen will be as prescribed by the Institute from time to time subject to change.

35. The vendor shall employ only such persons as are declared medically fit as certified by the Govt. hospital in Chennai. No employee under the age of 18 years will be engaged. Documentary evidence will be provided by the contractor.

36. The contractor will take all necessary precautions and shall be responsible against fire hazards and the Appropriate Authorities and comply with the terms and conditions of the license(s) and all other relevant an necessary provisions of the contractor labour Act and the Rules framed there under all such other provisions of laws in any enactment or otherwise laid down by an authority from time to time, it being clearly understood and agreed upon that the entire responsibility for compliance thereof shall always be of the contractor. The contractor shall fully comply with rules and regulations as laid down by concerned local authorities and to the satisfaction of the Office.

37. The Office shall not in any manner be treated as the employer of these employees or concerned with the terms of their employment or conditions of their services since the relationship of employer and employees shall always be considered to be between the contractor and such persons, as will be employed by him. While engaging these employees the contractor will make these conditions clear to them categorically.

38. Under no circumstances any of the contractor's employees will remain in the office premises beyond canteen hours after closing the canteen. He will ensure that the Canteen rooms are properly locked and secured during closed hours of the office. The access to the space allotted to the contractor will be as per the conditions and in the mode as prescribed and regulated by the office from time to time which will be binding on him and his employees. The office reserves the right to inspect the premises allotted to the contractor including the Canteen store at any time.

39. The contractor will, at all times, ensure discipline decent and courteous behaviour by his employees while they remain in premises of Institute. In case any of his employee indulges in any act of indiscipline, misbehaviour or slogan shouting or indulges in violent act(s) or abets others in doing so and it is prima facie proved, the contractor shall remove the employee concerned from the premises immediately on receipt of written communication from the authorities which will be duly acknowledged by the contractor. No person with any adverse police record will be allowed to work in the Hostel Mess

40. Required safety measures are to be observed by the Contractor themselves. He should install the required numbers of fire extinguisher etc. at appropriate places to prevent fire hazard.

41. Payment for availing canteen services by Institute Student/officers/Staffs/Beneficiaries etc. will be paid to the canteen contractor by the user directly. However students are not bound to avail the mess services.

42. Students willing to avail the mess facilities should pre-book their dining slot with the mess vendor by paying one-month advance dining charges to the contractor. However, student can book their meals on each occasion basis also, like Breakfast can be booked at previous day evening by paying, Lunch during morning breakfast time and dinner during lunch time. Vendor will charge the student only for the item booked by them. They cannot be forced to book full day menu. If they choose to book one item they will pay for one item only. Under no circumstances they will charged extra or forced for full day. If in case violation complaint received from student to committee will be viewed seriously and action will be initiated against contractor.

43. In case of the non-booking of the advance dining slots, vendor will not be responsible for serving the foods in case of any shortage of food. However still they can avail the canteen services on daily pay & eat basis but the services will be on first come first served basis. No guarantee for serving of food will be borne by neither vendor nor by the institute. Student booked dining slot in advance will be given priority and their food will be reserved by the vendor and will not be served to other student. Student booking the food slot and not dining will not be refunded and will be considered as service availed. Student booking full month slot and not want to

avail the service due to some reason, the booking slot can be extended by informing vendor in advance, however refund of amount will not be entertained.

44. NIEPMD will not borne any responsibility in case vendor is honoring the credit facility to the students, staffs or any beneficiaries. It is in preview of vendor to sort out the issue among themselves without affecting the canteen services and without bringing NIEPMD in picture as NIEPMD do not recommend any type of credit to anyone.

45. Available Infrastructure such as furniture fixtures, refrigerator, deep freezers, grinders, tables, chairs, cooking Equipments, utensils, plates, glasses, cups, spoons, forks, cutleries and any other inventory available will be handed over to the canteen vendor. It is then responsibility of the vendor to maintain the serviceability and safe guard of the Equipments. All materials will be handed over back to the NIEPMD by the vendor in working condition during the handing over of the canteen to NIEPMD.

46. Vendor are instructed to use LPG or other green fuel for cooking of foods, wood fire, coal fire or any other medium generating smoke will not be permitted to use in NIEPMD hostels. In case of violating of instruction will leads to strict action.

47. Any change like timing of operation, rate of items and any addition of item(s) to be included in the Canteen Services in future will require the prior permission of the Institute.

48. The Contractor will ensure and comply with the provisions of various municipal and other Rules/Regulations/Laws of the Government in respect of wages and other benefits to their employees.

49. The Institute shall not be the party in case any dispute takes place between the Contractor and their employees.

50. Dispute, if any, between the Contractor and the Institute shall be subject to the Chennai jurisdiction.

51. The workers employed by the agency shall wear uniform and name-badge, which will be provided by the agency itself. This should be implemented within 15 days from the date of signing the agreement. These workers are not employees of the Institute and shall not have any claims whatsoever on the Institute and shall not act detrimental to the interest of the Institute.

52. Procurement of the items, raw materials required for performing the contract is the responsibility of the caterer. First/Good quality of vegetables, fruits, provisions, dairy products/meat etc to be procured for running of canteen. In case of non-compliance of the above, a penalty of Rs. 1000.00 will be imposed on caterer on each time.

53. Caterer shall use only branded raw materials and best quality items for preparing the food. In case of noncompliance of the above, a penalty of Rs. 1000.00 will be imposed on caterer on each time.

54. The caterer should be solely responsible for the arrangements of gas refills and their safety and supply of milk from its own resources of good quality.

55. The caterer shall make his own arrangement for procuring utensils/plates, glasses & cutlery etc.

56. Caterers should not use any artificial colour, preservatives and other harmful chemical additives' (say, for example, mono- sodium glutamate) in any of the dishes or even store them in the canteen premises. In case of non-compliance of the above, a penalty of Rs. 5000.00 will be imposed on caterer on each time.

57. Stale food shall be removed from Canteen premises as soon as possible and latest within 10 hrs. of its preparation. Un-refrigerated cooked food, not consumed within six hours, shall deemed to be stale and unfit for consumption.

58. The food shall be neither too spicy nor too oily. The food preparation shall be wholesome and shall generally cater to the taste of the students/employees/Parents etc.

59. The oil that remains from deep frying at the end of the day s/hall have to be destroyed and shall not be allowed to be recycled for the purpose of cooking again.

60. Responsibility and safeguard of the Institute canteen property shall be with contractor. Damage to the Institute Hostel Mess/canteen property will be recovered from security deposit of contractor.

61. NIEPMD shall not provide any additional facilities other than available in the Mess/canteen.

62. The Canteen premises (inside and outside) should not be used for any other purposes except for running the Canteen.

63. The contractor should not transfer/ sublet the management to any other individual or agency. The agency or its authorized representative of the Canteen should be present at the premises and supervise the day to day affairs of running of canteen and shall not give scope for any complaints either from students/ staff or customers.

64. The Mess/canteen should be run in the name of the Institute Canteen and other name should not be used. The walls and surroundings of the canteen should not be used for paintings/ advertisement. Stay of unauthorized persons beyond Canteen hours or indulging in anti-social activates shall be viewed seriously and proper action will be initiated in such cases.

65. The authorized NIEPMD officials shall have every right to inspect the canteen/hostel mess without any notice and take appropriate action.

66. The contractor should not cater items which are not approved. As per state Govt. guidelines, cigarettes, pan & Gutkha, liquor etc., are strictly prohibited." NO-TOBACCO ZONE in and 100 meters away from Institute gate." In case of non-compliance of the above, a penalty of Rs. 500.00 will be imposed on caterer each time.

67. Storage / consumption of any alcoholic drink / liquor is strictly prohibited. The Contractor shall not serve any of such substance / drink in mess / hostel. Smoking, consuming gutakha, tobacco etc. is also prohibited in canteen premises.

68. In case of violation of terms & conditions the Institute may take appropriate action and /or terminate the agreement, including the forfeiture of Security Deposit.

69. The Canteen should run during the timings as will be declared by the Canteen Management Committee of Institute. However, timing can be increased with permission. Caterer is bound to serve Morning Tea, Breakfast, Full Lunch & Full dinner on daily basis.

70. The Institute shall have the right to terminate the contract by giving one months' notice. In case Contractor wants to terminate the contract, they have to give minimum Three months' notice.

71. The caterer shall not make or permit any construction or structural alternation or additional fittings inside the premises or the work place without prior written approval of the competent authority.

72. The contractor shall ensure that sufficient man power is deployed for preparation and service of each meal including cleaning, washing and overall upkeep of Canteen assets and premises. The contractor shall also ensure proper room services for the NIEPMD officials in case required / demanded. The Deployed persons should have sound health.

73. The contractor will be required to display the rate list of all the food articles, soft drinks, tea, coffee and juice etc. sold in the canteen notice board.

74. The contractor should have sufficient equipment & crockery and other items normally required to cater to at least 350 - 450 persons at a given time. He should have sufficient utensils, crockery and other infrastructure to provide the service and also for Buffet Lunch/High Tea, as and when required.

75. The contractor should take all safety measures while running canteen. He will keep a First- Aid box for the persons deployed to work in canteen.

76. The Contractor and his workers must behave politely with hostel inmates, clients, parents, PwDs and NIEPMD officers. In case any misbehave or misconduct reported the contract will be terminated.

77. No legal right shall vest in the contractor's workers to claim employment or otherwise absorption in NIEPMD nor the contractor's workers shall have any right whatsoever to claim the benefit and/or emoluments that may be permissible or paid to the employees of NIEPMD. The workers will remain the employees of the contractor and this should be the sole responsibility of the contractor to make it clear to his/her workers before deputing them to work at NIEPMD.

78. The contractor shall not engage the services of any sub-contractor or transfer the contract to any other person. If, it is found at any time that the contractor is unable to provide the canteen services and has sub contracted to any other party, the NIEPMD has right to terminate the contract and to forfeit all security deposits by giving one-month notice.

79. The contractor shall make good all damage/loss which may be caused by any act or default of the contractor, his agents or servants or workers to any property of the Institute The NIEPMD reserves the option to make good the damage or loss by charging the contractor with the expenses.

80. The contractor shall inform to the purchase department of NIEPMD Chennai Centre any changes of Canteen workers, if required, made by him along with their police verification and medical report.

81. The contractor will have to provide a list of workers who will be working at NIEPMD Campus and provide complete details about them. The contractor will also provide police verification and medical report of all his/her workers working within NIEPMD Campus. Consumption of Liquor, Tobacco, Pan Masala, on any other prohibited drug will strictly prohibited by contractor or its staff in NIEPMD campus. In case any employee found to be using this or found in influence of liquor or any other prohibited drug will be dealt severely and action deems to be initiated against them.

82. The contractor will also submit a medical certificate on half yearly basis that all his/her employees handling food are not having any contiguous diseases.

83. The canteen shall remain open from 06:00 A.M. to 10:00 P.M. on all days. However, depending on the exigencies, the contractor may be required to keep the Canteen open or close as per requirement of NIEPMD.

84. Contractor will ensure that his/her employees do not loiter around in the campus. In case of any loss to NIEPMD caused by the employees of the contractor, the contractor will be responsible.

85. NIEPMD reserves the right to ask & require the contractor to remove any person deployed by the contractor without assigning any reason or notice.

86. Outsiders are not allowed to visit Institute only to avail the mess facilities.

87. The Mess to be closed after dinner and nobody is to reside in the premises.

88. In case, any theft or pilferage is detected and the same is due to negligence/carelessness or connivance of Mess/ Canteen personnel of Catering agency then the cost of loss thereby will be fully made by Catering agency to NIEPMD.

89. The caterer shall be responsible for the proper conduct and behavior of the employees engaged. The employees cannot reside in the place of work except to the extent necessary for their duty in respect of the functioning of the dining facility.

90. The Caterer should ensure that all the employees are free from communicable diseases. Medical certificates to this effect should be made available for inspection by the authorities.

91. All expenses related to the functioning of the employees like EPF/ESI engaged by the caterer shall be in the scope of the Caterer. No way institute will be responsible for such cases.

92. In case of any dispute arising out of the interpretation of the terms and conditions of the contract, the decision of Institute (NIEPMD) will be final and binding.

93. If any case the contract violates the terms & conditions of the contract the bank guarantee shall be forfeited.

## 7. Hygiene Criteria:

7.1 The food served by the caterer has to be prepared in clean and hygienic and safe conditions as per the menu and healthy sanitary methods.

7.2 The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard. The utensils shall have to be maintained sparkling clean at all time. Trey shall be sterilized each morning before serving of any items.

7.3 The contractor shall ensure that only hot food is served to the students/employees. Complaint, if any, in this regard shall be dealt with severely.

7.4 Caterer should wash and maintain dining hall, hand-wash area, dish wash area etc. in highly clean conditions, caterer should also provide hand sanitizer and hand wash.

7.5 The caterer should collect the garbage from the kitchen, dining-hall, dish-wash area and dispose of the same every morning. The surrounding should be kept clean and hygienic by the caterer.

7.6 The caterer should maintain high quality of hygiene, sanitation and safety in the kitchen and dining hall. All the surrounding area of the mess premises should be cleaned and washed daily by the caterer.

7.7 The contractor will ensure that the cooks have proper shave and clipped nails while cooking food and should wear apron and head gear

7.8 The contractor will ensure that the cooked and uncooked food is stored properly and no stale food is served. In case of any food poisoning, the contractor will be held solely responsible and will be penalized besides legal action.

7.9 After every meal (breakfast, lunch and dinner) all the plates, glasses, spoons and other cutlery are to be cleaned in soap solution and hot water and dried and kept ready for the next meal by the caterer. The caterer must use cleaning material of high quality.

7.10 Sufficient number food counter should be arranged for serving of food to avoid student queues and safeguard their time and better dining management

7.11 Food / any other item should not be served inside the room of hostel inmates unless in exceptional cases or ill health on directives of Hostel Authorities.

7.12 Non-Vegetarian food should be cooked in a separate kitchen with separate utensils. Non-Vegetarian food should be served on separate counter.

7.13 Liability/responsibility in case of any accident causing injury/death to mess worker/s or any of his staff shall solely be the liability of the Mess Contractor. The Hostel Section / Institute Authorities shall not be responsible by any means in such cases.

7.14 The contractor must prepare the food in the mess and the same will be served to the students at Dining Halls on outside food is permitted

7.15 The Contractor shall not employ any mess worker whose track record is not good or involved in any crime/offence/police case.

7.16 During seminars / workshops/meetings as per requirement the food items are to be supplied at the same rate to the participants at the locations within the campus of NIEPMD.

7.17 The Institute will not provide any kind of staying facility to any worker or other concerned persons. This will remain the soul responsibility of the contractor. Workers or contractor are not permitted to enter residential area of hostel.

7.18 Mess workers should be strictly asked to make the use of hand gloves, aprons, cooking hats etc.

7.19 Dining hall and kitchen should be washed with water and soap solution and mopped every day by the caterer.

7.20 Water cooler and purifier should be cleaned and maintained properly by the caterer.

7.21 All the utensils, dinner set and other equipment's required in the mess should be arranged by the caterer and replaced if missing/damaged in the kitchen.

7.22 The caterer should provide sufficient number of fly catchers in the mess premises.

7.23 Non-maintenance of above criteria shall result in penalty to be imposed on the vendor as follows: -

- (a) Penalty for Poor Food quality Rs. 5000/- on each occasion
- (b) Penalty for Hygiene/cleanliness Rs. 2500/- on each occasion

If poor quality of food has been found three times in a month, in such conditions the awarded contract shall be terminated and their security deposit shall be forfeited.

#### 8. <u>Breach of Terms & Conditions:</u>

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order or contract as a whole without assigning any reason thereof and nothing will be payable by the Institute in that event and the security deposit will be forfeited.

#### 9. <u>Subletting of Work:</u>

The contract will be non-transferable and hence the firm shall not be entitled to assign or sublet the Work or any part of it to any other person or party failing which the contract will be cancelled immediately.

#### 10. Jurisdiction

The disputes, if any, arising between the successful applicant and Institute shall be resolved amicably, failing which it shall be referred to an Arbitrator, mutually acceptable to both parties, appointed by the Institute as per the Arbitration and Conciliation Act,1996. Alternatively, this shall be subject to the exclusive jurisdiction of courts at Chennai.

**10.** <u>**Disclaimer:**</u> NIEPMD or any person authorized by the competent authority shall not be responsible for any omission or errors on the part of Tenderer.

#### 11. Canteen / Mess Timings: -

SI. No	Item	From	То
01	Morning coffee/tea/milk with or without sugar (under request)	06.00hrs	07.00hrs
02	Breakfast	07:45hrs	09.30hrs
03	Lunch	12.30hrs	14.30hrs
04	Snacks	17.45hrs	18.30hrs
05	Dinner	20.00hrs	21.30hrs

Mess timings mentioned above are tentative, however it may be changed as per practical requirement in consultation with Institute authorities.

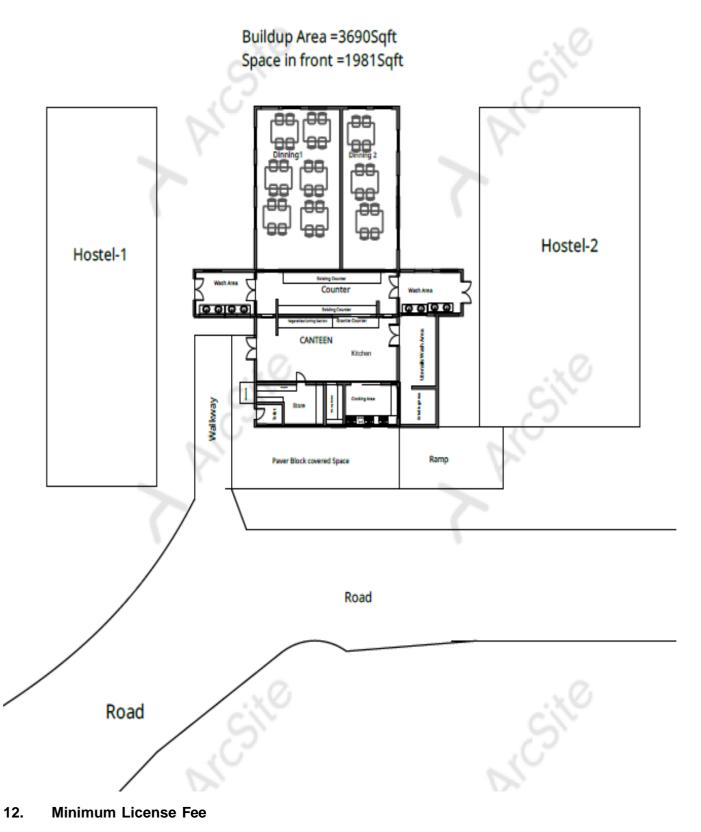
#### Note:

**Pre-Bid Meeting:** 08<sup>th</sup> Apr 2025 11.00am – 1.00pm Hybrid Mode.

**For Attending Physically:** "2nd Floor, Room No. 87, NIEPMD, ECR Muttukadu, Kovalam (Post), Chennai – 603112.

For Attending Virtual Mode: Google Meet Link: https://meet.google.com/udn-mvrh-rmg

### 11. Build-up Area of The Canteen: 3690 Sq. Ft. (Appendix "1")



#### Annexure- 'B'

Appendix "2"

#### Under taking by the Tenderer

(a) I/We agree to abide by and fulfil all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay to Institute, or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting Tenders and tender documents.

(b) I/We hereby agree to pay the earnest money of amount as mentioned in the NIT/Tender Document.

(c) If I/We fail to commence the work within 15 days of the date of issue of Letter of Intent and/or I/we fail to sign the agreement as per contract and/or I/we fail to submit performance guarantee as per contract, I/we agree that Institute shall, without prejudice to any other right or remedy, beat liberty to cancel the Letter of Intent and to forfeit the said Earnest money as specified above.

(d) I/we are also enclosing herewith the Acceptance letter on the prescribed proforma as referred to in condition of NIT as Annexure- ""

Dated the	day of
-----------	--------

SIGNATURE OF TENDERER

NAME (CAPITALLETTERS) :\_\_\_\_\_

ADDRESS :\_\_\_\_\_

SEAL OF TENDERER :

SIGNATURE OF WITNESS:\_\_\_\_\_

NAME(CAPITALLETTERS) :

OCCUPATION: \_\_\_\_\_

#### DECLARATION (on printed letter head)

I /We hereby declare that I /We have read and understood the Terms and Conditions of the contract and hereby agree to abide by them. In token thereof, I / We have signed the tender document, failing which the tender is liable to be rejected.

I/We understand that our Tender will not be considered if the rates for items are not written both in FIGURES and WORDS.

I/We here by confirm that only the relevant entries asked for, have been made within the Tender documents issued to us. I /We also confirm that in the even to any entry in this Tender document other than the relevant entry or condition shall make this Tender invalid.

I/We understand that <u>"Only NIEPMD Student, Parents, Beneficiaries, Officer, staffs Guest will be permitted to avail Canteen services. Outside persons will not be permitted to enter NIEPMD campus only for availing Canteen services". I aware that food partners like Swiggy, Zomato, Uber Eats etc. will not be permitted to inter in to campus.</u>

Date:

SIGNATURE OF TENDERER WITH RUBBER STAMP

## Appendix "4"

1.	Name and address of the vendor with phone no. and e-mail ID, if any.	
2.	Registration Number and date of registration of company/cooperative/ agency/SHG/Society, if any (Certificate to this effect should be enclosed)	
3.	Year of Establishment	:
4.	Type of Organization: (Whether Proprietorship, Partnership, Private Ltd. Company or Co-operative body etc. In case the applicant is a non-individual, Certified copy of a Partnership deed/Certificate of Incorporation/ Certificate of Registration issued by the Registrar of Cooperative Societies/ as the case should be enclosed)	
5.	Enclose Performance certificates from previous clients with contact no. separately in respect of services rendered/catering for 3 years before tender opening date.	
6.	No. of Food courts/Dinning facilities Run in Academic Institutes/Students Mess * (Providing All supporting documents)	:
7.	Whether Quality Certification obtained for Any of the Food Courts/Dining Facilities (Providing All supporting documents)	
8.	Bidders Solvency (Capital Employed) (Rs. In Lakhs)	:
9.	Annual Turnover (Rs. In Lakhs) for the years (2021-22, 2022-23, 2023- 24). Financial statements showing turnover duly certified by a Chartered Accountant with balance sheet & Profit & Loss statement should be furnished.	•
10.	PAN Number (Duly verified photocopy to be enclosed)	

11.	GST Regn. No. (Number & photocopy of certificate to be given)	:	
12.	Shops and Establishments Act registration No. of the competent Authority (Photocopy to be furnished)	:	
13.	FSSAI (Food Safety and Standard Authority of India) Certificate	:	
14.	No. of Employees (As on date of tender advt.)	:	
15.	Labour License, EPF, ESI of the currents works to be provided	:	
16.	Any other Information	•	

. Details of Experience in the Field, attach copies from the Agency for last 03 years.

S. No.	Period From	То	Organizati	ion/Agency	Approx. number of Clientele handled/being handled**

\*\* Certificate from the concerned Agency must also be attached

- I. IT Return (Copy of last 03 year)
- II. Registration with Service and Sales Tax etc. (Copy must be enclosed)
- III. PAN card No. of the Registered firm (Copy of same must be enclosed)
- IV. GSTN Registration as catering service provider
- V. **FSSAI (Food Safety and Standards Authority of India) registration** (Contractor/Vendor should have valid FSSAI (Food Safety and Standard Authority of India) Certificate for running Canteen/Cafeteria Services).
- VI. Copy of Financial Statements Duly Certified by CA for the last Three Year (to the attached)
- VII. Turnover certificate certified by CA with profit & Loss statement of last 03 financial years (2021-22, 2022-23, 2023-24). Applying firm / agency / HUF etc. must have an average turnover of Rs. 50,00,000/- in last 03 FYs i.e. turnover of FYs (2021-22, 2022-23, 2023-24)/3 should be 50,00,000/- or above to qualify.
- VIII. Please specify as to whether Tenderer is sole proprietor /Pvt. Ltd./Partnership firm (Name of The partner should be specified in this case). Separately attach details of partnership/ company etc.

## Signature of the Tenderer & Date With Rubber Stamp

Name of the Tenderer: .....

I accept the above condition

(Full signature of the Tenderer with seal of the Agency)



### NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS WITH MULTIPLE DISABILITIES (Divyangjan)

(Department of Empowerment of Persons with Disability, Ministry of Social Justice& Empowerment, Govt. of India) East coast Road, Muttukadu, Kovalam (post) Chennai-603 112 Website: <u>www.niepmd.nic.in</u> E-mail: <u>niepmd@gov.in</u> Phone: 044-27472113, 27472046.

## Appendix 6

#### **TENDER FOR RUNNING CANTEEN SERVICES AT NIEPMD, CHENNAI**

BANK CERTIFICATE REGARDING CREDIT FACILITY

This is to certify that Mr./Mrs. or M/s.....is a reputed person *I* company with

a good financial standing. If the contract is given for running the

Canteen service in the NIEPND, Muttukadu Chennai ...... (Tender Ref. No )

For

*the* above person *I* firm, we will be able to provide overdraft/credit facility to them forRs. /-

(Rupees

only)

to meet their working capital requirement for executing the above contract.

Date:

Place:

Signature and Designation of the Authorized Officer.

Name and Address of the Bank.



## NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS WITH MULTIPLE DISABILITIES (Divyangjan)

(Department of Empowerment of Persons with Disability, Ministry of Social Justice& Empowerment, Govt. of India) East coast Road, Muttukadu, Kovalam (post) Chennai-603 112 Website: <u>www.niepmd.nic.in</u> E-mail: <u>niepmd@gov.in</u> Phone: 044-27472113, 27472046.

Appendix "7"

#### Declaration about family members working in NIEPMD, Chennai;

I/WE .....do hear by certify that neither myself nor any of my family members (as defined in tender conditions) are employees of the NIEPMD, Chennai.

I/We are aware that in event of wrong declaration tender submitted by me is liable to be rejected summarily.

Tenderer:

Name:



## NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS WITH MULTIPLE DISABILITIES (Divyangjan)

(Department of Empowerment of Persons with Disability, Ministry of Social Justice& Empowerment, Govt. of India) East coast Road, Muttukadu, Kovalam (post) Chennai-603 112 Website: www.niepmd.nic.in E-mail: niepmd@gov.in Phone: 044-27472113, 27472046.

#### Appendix "8"

## Check List:

1.	Income Tax Assessment Certificates furnished/ITR	Yes / No
2.	Tax Index Number furnished/PAN	Yes / No
3.	Work Experience of successfully completing at least one hostel mess/canteen contract from an educational institute/Institute. Provided Completion certificate.	Yes / No
4.	Earnest Money Deposit (EMD) for Rs. 100000/- furnished for Hostel mess & canteen services	Yes / No
5.	Turnover and Balance Sheets/P & L A/c etc. certified by the CharteredAccountant	Yes/No
6.	Registration No of the Firm/Organization/etc.	Yes/No
7.	a)PAN No, b) GST No., c) Valid Labour License documents of current contracts	Yes/No
8.	Technical bid enclosed in a separate cover	Yes / No
9.	Financial Bid enclosed in a separate cover	Yes / No
10.	Whether all schedules and all tender papers are signed.	Yes /No
11.	Letter of Tender cum declaration as per Appendix furnished	Yes / No
12.	Bankers certificate regarding Credit Facility/ Solvency certificate.	Yes / No
13.	Declaration about the family members not working in NIEPMD, Chennai.	Yes / No
14.	All other Document mentioned in tender document at several places and mentioned during e-publishing at CPP portal.	Yes/ No.

Signature of the Tenderer

Name & Address:

Company Seal: