

(An Autonomous Institute under Ministry of Environment & Forest, Govt. Of India)

Post Box No 18, Chandrabani, Dehradun Tel.: 0135-2646100 Fax: 0135-2640117 Website: www.wii.gov.in Email: registrar@wii.gov.in

Tender Notice No. WII/ADM/STR/2019-20/14/2023
TENDER DOCUMENT
Name of the Contract
Canteen Contract

#### **NOTICE INVITING e-TENDER (OPEN)**

Online e-tender in two bid systems (Technical and Financial) for running staff canteen and canteen services to its employees/Institute from <u>licensed Canteen Contractors</u> are invited on behalf of Director, Wildlife Institute of India, Dehradun. The Online Tender is invited in two bid system under **e-procurement** through Central Public Procurement Portal i.e. <a href="http://eprocure.gov.in">http://eprocure.gov.in</a>.

(I)	(l) Details of e-Tender:-		
1	e-Tender No.	WII/ADM/STR/2019-20/14/2023	
2	Mode of Tendering	On-line bidding system through Central Public Procurement Portal i.e. <a href="http://eprocure.gov.in">http://eprocure.gov.in</a>	
3	Type of Tender	Two Bid System	
4	Tender Fee (original to be submitted off-line)	Rs. 590/- (Non-refundable) (Rupees Five Hundred Ninety Only)	
5	Earnest Money Deposit (EMD) (Original to be submitted off-line)	Rs. 20,000/- (Refundable) (Rupees Twenty Thousand only)	
6	EMD, Performance Security, Tender Fee should be submitted in INR by way of Demand Draft in favour of the Director, Wildlife Institute of India, Dehradun.		

Time Schedule of e-Tender:				
S.No	Particulars	Date	Time	
1.	Date of Publishing of e-Tender	20.11.2023	17.00 Hrs.	
2.	Online Bid Submission start date	21.11.2023	09.00 Hrs.	
3.	Online Bid submission end date	18.12.2023	15.00 hrs.	
4.	Due date of opening of Tender	19.12.2023	16.00 Hrs.	
	(Technical Bid)			
5.	Last date of receipt of EMD and Tender	18.12.2023	15.00 Hrs.	
	Fee along with hard copy of the tender			
	document (Technical Offer)			
6.	Date and time of opening of Price Bid	Will be communicated to only Techno-		
		Commercially acceptable/Qualified Bidders		
		separately.		
7.	Address	Wildlife Institute of India, Chandrabani, Dehradun,		
		Uttarakhand-248001, India		

If due to any exigency, the due date for opening of the bids is declared as a closed holiday, the bids will be opened on the next working day at the same time or any other day/time, as intimated by the Institute.

The invitation to e-tender is subject to fulfilment of instructions and conditions as per schedules below. Bidder should carefully read all the terms & conditions before submitting their offers.

Chapter	Please refer for details as :
1.	INSTRUCTIONS TO BIDDERS
2.	CONDITIONS OF CONTRACT
3.	ELIGIBILITY CRITERIA FOR TECHNICAL EVALUATION OF BIDDERS
4.	OTHER TERMS & CONDITIONS
5.	FINANCIAL BID PROFORMA BOQ

This Invitation of Tenders is being issued with no financial commitment and the Institute reserves the right to change or vary any part thereof at any stage. Institute also reserves the right to withdraw the tender, should it become necessary at any stage.

Registrar



#### (An Autonomous Institute under Ministry of Environment & Forest, Govt. of India) Post Box No 18, Chandrabani, Dehradun

#### Chapter-1

#### **Instructions to Bidders**

- 1. The complete tender in pdf format can be downloaded from the website <a href="http://eprocure.gov.in">http://eprocure.gov.in</a>
  or <a href="http://eprocure.gov.in">www.wii.gov.in</a>. Following documents are required to be submitted along with bids.
  - I. The tender fee of Rs. 590/- (Rupees Five hundred Ninety Only) in a form of Demand Draft in favour of The Director, Wildlife Institute of India payable at Dehradun from any Commercial/Recognized/Nationalized Bank in India
  - II. Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty Thousand only) in a form of Demand Draft in favour of The **Director**, **Wildlife Institute of India** payable at **Dehradun** from any Commercial/Recognized/Nationalized Bank in India. (Refundable)
  - III. The Bidders are required to submit Tender Fee, EMD and hard copy of the tender document along with a copy of all certificates as submitted in technical bid. These documents shall be sent to and received physically by the Deputy Registrar, Wildlife Institute of India, Chandrabani, Dehradun by hand or by post before the date and time of opening of technical bid and in absence of which the technical bid of the bidder will not be considered and tender will be rejected.

#### **METHODOLOGY OF SUBMISSION OF BIDS:**

- 2. The bid will be submitted electronically on the e-procurement CPP Portal www.eprocure.gov.in with valid Digital signature (DSC).
- 3. The Bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms & conditions of NIT, includes commercial & General terms & conditions and other terms, if any along with on-line undertakings in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidders on-line in order to become an eligible Bidder. No conditional bid shall be allowed/accepted.

- 4. The bidders who are desirous of participating in e-procurement tender shall submit their Technical bids (Techno-Commercial Bids), in the standard formats prescribed in the Technical documents, displayed at **www.eprocure.gov.in**. The bidders should upload the scanned copies of all relevant certificates, documents etc. in www.eprocure.gov.in in support of their Technical bids. The bidder should sign on all statements, documents etc. uploaded by him, owning responsibility for their correctness/authenticity by his Digital Signature Certificate (DSC).
- 5. As per the directives of Department of Expenditure, Ministry of Finance, Government of India, this tender document has been published on Central Public Procurement Portal (URL: http//eprocure.gov.in). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. More useful information for submitting **CPP** online bids on the Portal may be obtained at: http://eprocure.gov.in/eprocure/app.
- 6. Bidders are required to enroll on the e-procurement module of the CPP Portal (URL: http://eprocure.gov.in/eprocure/app) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- 7. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 8. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 9. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India, with their profile.
- 10. Only one valid Digital Signature Certificate (DSC) should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 11. Bidder will then log in to the site through the secured log-in by entering their user ID/ Password and the password of the DSC/e-token.

- 12. **Signing of Tender**: The bidder should download the NIT and again upload at the time of submission of tender after verification and signing with his DSC. A person digitally signing the tender documents forming part of the tender on behalf of another person should have an authority to participate in the bid on behalf of such other person and if, on enquiry, it appears that the persons so signing had no authority to do so, the Director, Wildlife Institute of India, Dehradun without prejudices would every rights to cancel the bids.
- 13. Scanned copy of the Tender Cost and Bid Security (EMD) amount is to be furnished with Techno-Commercial bid only and Original should be submitted before the date/time of opening of techno-commercial Bids as per Time schedule of e-tender, failing which the offer will be summarily rejected.
- 14. The Tender is to be submitted under "TWO BID" system.
- 15. **Earnest Money Deposit of Rs. 20,000/- (Rupees Twenty Thousand Only)** is to be furnished with Technical/Techno Commercial Bid.
- 16. On the day of Tender opening only Technical bids (Techno-Commercial Bids) will be opened. Price/Financial bid will be opened on a fixed later date for the successful technical bidders.
- 17. No query or complain from bidder will be entertained after completion of bid opening in regard to bid opening or content of other's bid.
- 18. Please note that there is no provision to take out the list of parties downloaded the tender document from the above referred website. As, such Bidders are requested to see the website once again before due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related Corrigendum, if any, will be that of the downloading parties. No separate intimation in respect of corrigendum will be sent to Bidders who down loaded the documents from website as information in this respect (names of parties) will not be available to website.
- 19. The Wildlife Institute of India, reserves the right to accept or reject any tender or the whole tender process at any time without assigning any reason what so ever.
- 20. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summarily rejection with forfeiture of Bid Security/EMD.

21. Conditional tender i.e. tender submitted incorporating bidder's own imposed condition(s) will be summarily rejected.

#### 22. Amendment to the tender enquiry/ tender schedule:

At any time prior to the last date for receipt (submission) of bids, Wildlife Institute of India may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by issuing an amendment.

- 23. The amendment will be notified in web site of Central Public procurement Portal i.e. <a href="http://eprocure.gov.in">http://eprocure.gov.in</a>, which can be accessed by any prospective bidders and will be binding on them. In order to afford prospective bidders reasonable time to take the amendment into account in preparing their bids, Wildlife Institute of India may, at its discretion, extend the last date for the Submission of Bids and Opening of Tenders.
- 24. The Tender Enquiry (or Tender Schedule) and Purchase order (or resultant contract) will be interpreted under Indian Laws
- 25. **An undertaking** for understanding, compliance and fulfilment of T&C as well as eligibility criteria/technical parameters as mentioned in this Tender Enquiry is **to be furnished along with the TECHNICAL BID.** (Annexure 4)
- 26. **Modification or Withdrawal of Bid:** No bid may be modified/withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of EMD.
- 27. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the Institute may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing or through Central Public procurement Portal i.e. <a href="http://eprocure.gov.in">http://eprocure.gov.in</a> and no change in prices of the bid will be sought, offered or permitted. <a href="No post-bid clarification on the initiative of the bidder will be entertained.">No post-bid clarification on the initiative of the bidder will be entertained.</a>
- 28. **Preliminary Scrutiny:** Prior to the detailed evaluation, the Institute will determine the substantial responsiveness of each offer to the tender documents. For the purposes of these Clauses, a substantially responsive bid is one that conforms to all the terms and conditions of this Tender enquiry without material deviations. The Institute's determination of an offer's

responsiveness is to be based on the contents of the tender offer itself without recourse to extrinsic evidence. The Institute will scrutinize the offers to determine whether they are complete, whether required technical documentations have been furnished, whether all the documents and all pages of tender document have been properly signed, and whether the offers are in order etc. Price bids of the technically disqualified firms shall not be opened & shall be returned to respective firms.

- 29. **Technical Evaluation:** The Committee constituted by the Institute, will do the Technical Evaluation of the offers.
- 30. **Short-listing of Bidders:** The Institute will short-list technically qualified Bidders on the basis of technical parameters as given in **Chapter 3** of this tender. The Commercial Offers of short listed technically qualified Bidders will only be opened.
- 31. **Evaluation of Financial Bids:** The Financial bids of only technically successful bidders will be opened and ranking of the Bidders will be done according to the price quoted and comparison of rates will be made accordingly as per Financial Bid Proforma given in the Tender Document (**Chapter 5 BOQ**). The financial quote should only be submitted online in accordance with the financial bid proforma (BOQ); failing which the offer will be rejected.
- 32. **No commitment to accept lowest or any tender:** WII shall be under no obligation to accept the lowest or any other quotation received in response to this tender enquiry and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.
- 33. **Institute's right to accept any offer and to reject any or all offers:** The Institute reserves the right to accept or reject any tender or reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Bidder(s) or any obligation to inform the affected Bidder(s) on the grounds for the Institute's action. Further, Director, Wildlife Institute of India, Dehradun reserves the right to place order for full quantity or part thereof, as considered necessary.
- 34. In the event any of the job quoted by the supplier in their tenders are covered under any services and liable for GST, in such cases specific indication about providing such taxable services and percentage/amount of GST chargeable thereon must be mentioned in the tender and such GST

must be deposited in the Government treasury as per extant GST rules of Government of India and a proof of which shall be submitted by the Bidder to the Institute.

- 35. Any statutory **Certificate/Permission/License** required for the contract has to be procured by the firm at their own cost.
- 36. **Pre-bid conference**: If considered necessary by the Institute a pre-bid conference for clarifying issues and clearing doubts, if any about the tender requirement and other allied technical parameters will be done by the Institute on a date as decided by the Institute at the Wildlife Institute of India, Dehradun and such date will be before the last date of opening of technical bid. The bidder may depute authorized representatives (competent to take on the spot decisions) for such discussions/ negotiations whenever called for.

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#### **CHAPTER-2**

#### **CONDITIONS OF CONTRACT**

- 1. **Offer Validity Period:** The tender offer should be valid for a minimum period of **six months** from the date of opening of the technical bid/tender.
- 2. Opening of Tenders/Quotation: Technical bids of the offers received with requisites EMD will be opened on the date as specified in the tender. All tenders received without EMD by the due date and time as mentioned above will be rejected. Further, if the same will not comply to our tendered specifications shall be summarily rejected. The Financial Bids of the technically qualified/successful bidders i.e. who will technically qualify the tendered specifications in case of those firms that meet the technical specifications/parameters, will be considered for opening of their financial bids at a later date, which will be communicated to concerned suppliers before opening their Financial Bids.
- 3. **Period of contract:** The Canteen contract to a successful firm will be given initially for a period of one year. The contract may be renewed for further period of two years (on annual basis) subject to mutual consent and subject to satisfactory services to the employees/students of the Institute.
- 4. **Agreement:** The Canteen contractor will require to sign an agreement with Institute to give effect to the contract to manage and run the canteen.
- 5. <u>Night security of the canteen</u> The Canteen Contractor will be permitted to keep only one person in the canteen premise for night security of the canteen, if required.
- 6. <u>Bio-data of workers:</u> The firm would be responsible for verifying antecedents of the persons deployed by him and a certificate to this effect shall be provided by him to the WII in respect of each staff member. However, the Canteen Contractor will also provide the complete detailed bio-data of workers to be deployed, whose continuance will be subject to police verification.
- 7. <u>Compliance of the labour Laws:</u> The Canteen Contractor will engage only canteen staff over the age of 18 years in accordance with labour laws and will make payment of wages as per labour laws. The record of payment of wages etc. shall be made available by the contractor to the Registrar of the Institute as and when demanded. The firm shall be responsible for

compliance of the labour laws in respect of the personnel employed by them. The firm shall be the employer for his workers and the WII will not be held responsible fully or partially for any dispute that may arise between the firm and his workers.

- 8. The Institute will provide to the canteen contractor (i) space for canteen; (ii) furniture; (iii) water cooler; (iv) refrigerator; (v) deep freezer (vi) oven only. All other items such utensils, cutlery/crockery/glassware, gas and other equipments as may be required will have to be arranged by the canteen contractor.
- 9. The Canteen Contractor will use the Institute's rented property with utmost care and any loss/damage to this will be of the responsibility of the canteen contractor. The contractor will be required to maintain and keep the said canteen in a clean and hygienic condition. The eatables will be served in neat and clean utensils and the cafeteria staff must be in proper Uniform. Cleaning of canteen shall be done by the firm. The garbage of the canteen shall also be disposed of by the firm on daily basis. The firm shall ensure cleanliness of the canteen all the time.
- 10. The quality of food-stuffs, snack etc. supplied by the Cantering Contractor should be of good standard. The firm will ensure that raw material used for cooking are of very good quality, safe for human consumption and conform to the standard laid down by the Govt. of India in this regard from time to time. In the event of any food poisoning/ contamination, the firm will be held fully responsible and liable to other penal actions under the law. The firm will ensure proper sanitation/hygienic conditions in the premises and deploy persons free from infectious diseases.
- 11. Arrangement of tea/coffee and snacks and lunch on demand basis is required for the employees for which rates may be quoted separately in attached BOQs (Annexure 1 & Annexure 2). The invitation of tender is intended to provide canteen facility for personal requirement of the employees/students/researchers of the Institute. The strength of such personnel in the Institute is approximately 400 nos. Entry of outside persons is not permitted in the Institute's campus. There is no guarantee for any threshold business. The requirement of tea/snacks/lunch etc. would be on demand basis by the individuals as per need.
- 12. Occasionally, the Institute may require canteen services for provisioning of tea/snacks/breakfast/lunch/dinner etc. to cater needs of short term courses run by the Institute.

- 13. The Canteen Contractor should have his own canteen services and should not quote the rates on behalf of anybody else. No sub letting will be allowed by the Institute.
- The contractor shall not carry on in the canteen premises any business other than running the canteen without prior approval of the Institute. He shall not make any changes, additions or alternation in the canteen premises.
- 15. The contractor will be required to keep a complaint book in the canteen.
- A Committee of the Institute will be constituted to check the quality of food, sanitation etc. If the quality of food or hygiene of the canteen is not found satisfactory, Institute may cancel the contract without any prior notice to the contractor.
- 17. The Canteen Contractor will require to comply with all the provisions of the Contract Labour (Regulation & Abolition) Act. 1970 and Rules, 1971.
- 18. The rates quoted by the canteen contractor should be inclusive of all taxes. Any other tax on material in respect of this contract shall be payable by contractor and Institute will not entertain any claim whatsoever in this respect. However, TDS which is as per the rules, shall be deducted at source from all official bills of the contractor.
- 19. If contractor does not accept the letter of award of work within 15th days from date of its receipt the offer made shall be withdrawn & earnest money forfeited.
- 20. Successful contractor will require to keep a Performance Security Deposit of Rs. 1,00,000/- within 21 days of the commencement of contract, which will be released after expiry of the contract.
- 21. Director, WII reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons.
- 22. In case the canteen contractor desires to terminate the contract, he will be required to give the Institute three months' prior notice thereof.
- 23. No request for incorporating post tender changes in quoted specifications and correcting typographical error will be considered after opening of submitted tenders. Rates in Commercial Bid should be quoted in single currency.

- 24. At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid Document by amendment. Such amendments shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the Bid Document, which shall also be uploaded on the website of the Institute.
- 25. **Evaluation & Comparison of Bids**: For the bids surviving the technical evaluation which have been found to be responsive the evaluation & comparison shall be made in accordance with the price quoted and comparison of rates will be made as per financial bid proforma given in the tender document (**BOQs**). The financial quote should only be submitted online in accordance with the BOQ; failing which their offer will be rejected.
- 26. Sub-contracting of the job is not allowed.

#### 27. Force Majeure

- A) However, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- B) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Institute either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- C) If a Force Majeure situation arises, the Supplier shall promptly notify the Institute in writing of such conditions and the cause thereof. Unless otherwise directed by the Institute in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 28. **Resolution of Disputes:** All disagreements, disputes, difference that may arise between the Wildlife Institute of India and the Supplier which cannot be resolved through mutual negotiations shall be referred to an Arbitrator appointed in accordance with the provisions of relevant Indian or International Law as the case may be. The venue of the proceedings and arbitration shall be Dehradun, Uttarakhand, India.

- 29. **Jurisdiction**: The obligations and liabilities arising out of this contract shall be construed in accordance with the laws of Union of India. The Court in Dehradun, Uttarakhand, India shall have the exclusive jurisdiction to try all or any of the dispute.
- 30. **Notices**: Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, FAX or e-mail and confirmed in writing to the other party's address specified in the contract. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 31. Tenders which do not fulfill any or all of the above conditions or incomplete, are liable for rejection.
- 32. Director Wildlife Institute of India has the right to issue directions regarding timing/operations etc. of canteen and will be binding.

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#### **CHAPTER-3**

#### ELIGIBILITY CRITERIA FOR TECHNICAL EVALUATION OF BIDDERS

The Institute will shortlist technically qualified canteen contractors on the basis of following parameters and stated supporting documents which should be attached with the Technical Bid, failing which their offer will not be considered by the Institute:

- (1) The Earnest Money Deposit (EMD) of Rs. 20,000/- (Refundable) in shape of Demand Draft, Fixed Deposit Receipt (FDR) from any of the Nationalized/Commercial Scheduled Bank in favour of Director, Wildlife Institute of India, Dehradun should be attached with the Technical Bid.
- (2) The applicant/firm must be a Registered/Licensed Organization and should have valid license under Labour Laws issued by Labour Commissioner of the State.
- (3) Firm should have an experience of at least three years for running a canteen in any organization of 100 persons or more. A certificate of proof/experience from such organization(s) should be attached with the technical bid.
- (4) The average annual turnover should be at least of 10 lakhs in the last three financial year exclusively in running the canteen services. An attested copy of balance sheet/profit & loss account from Chartered Accountant should be attached with the technical bid.
- (5) The firm should have registration with GST and should provide an attested copy of GST Registration Certificate.
- (6) The bidders' performance, as per format at <u>Annexure-3</u> for each work completed in the last three years and in hand should be certified by a responsible person from the concerned organization. The certificate should also indicate the compliance of statutory requirements. Feedback received from the previous/present clients and on the spot assessment of the WII's designated team, will also be evaluated for technical qualification.
- (7) Declaration for providing Performance Security Deposit of Rs. 1,00,000/- within 21 days of the commencement of contract, which will be released after expiry of the contract.
- (8) Declaration that all the terms and conditions in the tender documents are adhered to; failing which the technical bid will be rejected.

**Note**: If any of the parameters/eligibility criteria mentioned above does not meet the tendered specifications/parameters of the equipment(s)/software or incomplete offers, their offer will not be considered and shall be rejected. The financial bid of those firms will only be opened who qualify in technical parameters given above.

#### CHAPTER-4

#### **OTHER TERMS & CONDITIONS**

- 1. WII reserves the right to obtain feedback from the previous/present clients of the Tenderer and also depute its team(s) to inspect the site(s) at present contract(s) for on-the-spot first-hand information regarding the quality of food and services provided by the Tenderer. Decision of WII with regard to award of the contract will depend upon the feedback received by it from the previous/ and present clients and also from its team(s) deputed for the purpose. The decision of the WII in this regard will be final and binding on all bidders.
- 2. The name and address of the bidder shall be clearly written in the space provided for the purpose and no over-writing, 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 strictly in accordance with the instructions contained herein, otherwise the Tender is liable to be rejected.
- 3. Person signing the bid or other documents connected with tender must clearly mention his/her name and also specify the capacity in which signing.
- 4. The bidders' performance, as per format at <u>Annexure-3</u> for each work completed in the last three years and in hand should be certified by a responsible person from the concerned organization. The certificate should also indicate the compliance of statutory requirements. Feedback received from the previous/present clients and on the spot assessment of the WII's designated team, will also be evaluated for technical qualification.
- 5. The Financial Bids of only technically acceptable tenders will be opened for further consideration. The decision of the WII in this regard will be final and no requests etc. will be entertained from the bidders.
- 6. EMD of the unsuccessful bidders will be returned to them, without interest, within a period of three months from the date of award of contract to the successful bidder.
- 7. Cost of food & beverages must be competitive and reasonable.
- 8. The firm may also supply those eatable items which are not under the contract in case of any demand. The cost of such items may be fixed on later on by by canteen committee, the packed food will be supplied on **MRP rates**.

- 9. The approved price of the eatables should be prominently displayed at the counter/Notice Board in Canteen.
- 10. Cleaning of canteen shall be done by the firm. The garbage of the canteen shall also be disposed of by the firm on daily basis. The firm shall ensure cleanliness of the canteen all the time.
- 11. It shall be the sole responsibility of the firm to obtain and keep ready necessary license/ permissions from various government bodies for running catering services and produce the same before the concerned authority as and when asked for. An undertaking in this regard has to be given by the Firm. (Annexure 5)
- 12. Liability/ responsibility in case of any accident causing injury/ death to canteen worker or any of his staff shall be of the firm. The WII shall not be responsible by any means in such cases.
- 13. The caterer is required to maintain the details of all his employees/workers.
- 14. The firm would be required to use ISI/ Agmark/Food grade products and as per FSSAI norms.
- 15. The firm shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.
- 16. The firm shall ensure that all the canteen employees, during their working hours, wear neat and tidy uniform and use hygienic gloves supplied by the Firm. No canteen employee shall be allowed to perform his duty without proper uniform
- 17. The firm shall not stock any inflammable or otherwise dangerous material, goods, narcotics or drugs in any part of the allotted space which are fire and health hazard to the property.
- 18. The Firm will have to supply breakfast/lunch/ dinner in the canteen/ WII premises as per requirement and schedule drawn for the purpose by the concerned authorities of the WII.
- 19. The Firm shall be responsible for engaging adequate number of trained manpower required for providing good canteen services in WII.
- 20. The firm shall be responsible for serving tea/ snacks/lunch etc. in the official meetings of the WII as and when required only at the prescribed rates as per the contract.

- 21. The employees of the Firm should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases.
- 22. The Firm shall be responsible for timely payment of wages to its workers as per applicable Minimum Wages Act of Government and fulfil all other statutory obligations, such as, Provident Fund, ESI, Service Tax etc. in force from time to time. Any lapse in this regard shall be viewed seriously
- 23. The Firm will deploy adequate manpower for work during late hours and on Saturdays/Sundays, including other holidays, according to the requirement of WII.
- 24. The Firm shall ensure proper discipline among its workers and further ensure that they do not indulge in any unlawful activity.
- 25. Employment of child labour is strictly prohibited under the law. Therefore, the Firm will not employ any child.
- 26. The Firm shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc.
- 27. The Firm shall be personally responsible for conduct and behaviour of its staff and any loss or damage to WII's movable or immovable property due to the conduct of the Firm's staff shall be made good by the firm. If it is found that the conduct or performance of any person employed by the Firm is unsatisfactory, the Firm shall have to remove the concerned person and engage a new person within 48 hours of intimation by WII. The decision of the WII's designated officer in this regard shall be final and binding on the Firm.
- 28. The WII reserves the right to appoint officers/ officials to inspect the quality of raw material, food and other items prepared and sold in the canteen. Any defect(s) pointed out by such officers/ officials during their visits shall be properly attended to by the Firm.
- 29. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipment provided by the WII are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the Firm, failing which the same will be got done by WII at the firm's risk and cost. In this regard, the decision of the designated officer of WII shall be final and binding on the Firm.
- 30. All work shall be carried out with due regard to the convenience of WII. The orders of the competent authority shall be strictly observed.

- 31. The Firm shall install its electronic fly kill / insect repellent equipment, emergency lighting/gas and fuel supply at its own cost;
- 32. Storing/ supply/ sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the WII's campus, including Canteen. Any breach of such restrictions by the Canteen Firm will attract deterrent action against the Firm as per statutory norms.
- 33. No minimum guarantee will be furnished to the Firm towards consumption of food items.
- 34. It is advised to maintain the highest quality at the minimum/reasonable prices so as to attract the maximum number of WII and other personnel to avail canteen services.
- 35. The workers employed by the Firm shall be directly under the supervision, control and employment of the Firm and they shall have no connection what-so-ever with WII. WII shall have no obligation to control/ supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against WII for employment, pension, or any other statutory claim, or regularization of their services by virtue of being employed by the Canteen Firm, against any temporary or permanent posts in WII. In case of any untoward incident/ fire/ death/ injury of any employee of canteen, WII will not be liable to pay any damages.
- 36. The owner of the firm shall ensure that either he/she himself/herself or his/ her representative is available for proper administration and supervision at the works to the entire satisfaction of the WII.

#### 37. Payment Terms:

The payment in respect of Official hospitality bills of WII submitted by the firm shall be released on receipt basis subject to fulfilment of obligations by the firm imposed under various laws, rules & regulations, conditions of the contract etc. applicable from time to time and after scrutiny of the bill. In the event of any query, objection, delay, dispute with regard to any bill or a part thereof the firm shall not be entitled to any interest to be paid by WII for late payment.

#### 38. AMENITIES TO BE PROVIDED BY WII

a) The WII will provide adequate space at WII to the Firm for storing raw material, kitchen equipment for cooking and preservation of perishable items, sitting and serving, billing, etc. free of cost.

- b) The WII will provide furniture (tables and chairs) air conditioners and other items in the serving area. The WII will also provide crockery, utensils, water purifiers, water coolers and other kitchen equipment. However, its maintenance is the sole responsibility of the bidding agency till the contract period. If there is any loss, the bidder shall rectify the same. Firm has to arrange for rest of the equipment which are not provided by WII as per the firms requirement.
- c) Electricity & water charges will be borne by the firm.
- d) Gas consumption charges will be paid by firm.
- e) The selected firm is required to pay monthly rent for using the canteen space amounting Rs. 5,000/- for the 1<sup>st</sup> Year, which may be increased at the discretion of WII.
- f) On termination of the contract, the Firm will hand over all the equipment/ furniture/ articles etc., supplied by WII, in good working condition, back to WII.
- g) If the WII is not satisfied with the quality of eatables served, services provided or behaviour of the firm or his/her employees, the Firm will be served with 24-hour notice to improve or rectify the defect(s), failing which the WII will be at liberty to take appropriate necessary steps as deemed fit.

#### 39. PENALY

- a) A Canteen Management Committee will be nominated by the WII to inspect the functioning of the Canteen with a view to ensure hygienic and satisfactory service. In case repeated failures or lacunae are noticed by the Committee on the part of the firm, the HoD and/or Chairman of the Canteen Management Committee may impose a fine of upto Rs.5,000/- on each occasion.
- **b**) In case services are found to be unsatisfactory or there is breach of any of the clause of terms and conditions, the contract is liable to be terminated at one month's notice resulting in the forfeiture of Performance Security.
- c) In case eatables are sold by the Licensee after the expiry date as mentioned by the manufacture, a penalty of Rs. 500/- will be imposed for each default.
- d) In the event of violation of any contractual or statutory obligations by the Firm, it shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the WII by any individual, agency or government authority due to acts of the Firm, the Firm shall be liable to make good/ compensate

such claims or damages to the WII. As a result of the acts of the Firm, if the WII is required to pay any damages to any individual, agency or government authority, the Firm would be required to reimburse such amount to the WII or the WII reserves the right to recover such amount from the payment(s) due to the Firm while settling its bills or from the amount of Security Deposit of the Firm lying with the WII.

- e) If the Contract is terminated by the Firm without giving stipulated period of notice or fails to observe the terms & conditions of the Tender, Letter of Award for the Contract and the agreement signed by the Firm with the WII, the Security Deposit will be forfeited without prejudice to the WII Management's right to proceed against the firm for any additional damages that the WII suffers as a result of the breach of the aforesaid terms and conditions.
- f) The WII reserves the right to impose a penalty (to be decided by the WII authorities) on the Firm for any serious lapse in maintaining the quality and the services willfully or otherwise by the firm or its staff or for any adulteration.

### **CHAPTER -5**

## FINANCIAL BID PROFORMA

## (BOQ) Canteen Facility for the employees of the Institute

### Annexure - 1

Sr. No.	Item	Qty	Rate
Beverage			
1.	Readymade Tea per cup	125 ml	
2.	Separate Tea with tea bag (per cup)	125 ml	
3.	Separate Tea with Assam Tea (Green	125 ml	
	Label) (per cup)		
4.	Coffee per cup	125 ml	
5.	Cold Drinks (200 ml)	200 ml	
6.	Amul/Real Juice Tetrapack	200 ml	
	(small – 200 ml)		
7.	Lassi Tetrapack – Amul (200 ML)	200 ml	
8.	Lassi/Chhachh	200 ml	
9.	Masala butter milk	200 ml	
10.	Shakes (Pine apple/apple/mango/banana	200 ml	
	and other fresh fruits)		
11.	Cold Coffee	200 ml	
12.	Lime juice	200 ml	
Snacks			
1.	Pineapple/Chocolate Pastries (per/piece)	Per pc.	
	Elloras/Sunrise etc		
2.	Samosa per piece	125 gm.	
3.	Samosa with Choley (2 samosa)	Plate	
4.	Bread Pakora per piece	Per pc.	
5.	Mathri per piece	Per pc.	
6.	Vegetable cutlet per piece	Per pc.	
7.	Vegetable petties per piece	Per pc.	
	(Elloras/Sunrise etc)		
8.	Mix Pakora	150 gm	
9.	Panner Pakora	70 gm	
10.	Bread Omelet	(02 piece bread	
	(02 piece bread with 02 Eggs)	with 02 Eggs)	
11.	Bun & Butter	Big size	
12.	Maggie (per plate)	1 packet	
13.		Per pc	
	Momos (8 pc)		
14.	Spring roll (8 pc)	Per plate	
15.	Honey chiily potato	100 gm	
16.	Fries	100 gm	
17.	Veg. Chowmein	Half Plate	
18.	Veg. Chowmein	Full Plate	
19.	Chicken Chowmein	Half Plate	

20.	Chicken Chowmein	Full Plate
21.	Pasta/Macroni	Half Plate
22.	Egg Roll	Per pc
23.	Veg Roll	Per pc
Lunch		
1.	Roti (tawa/tandoori)	Per roti
2.	Aaloo/Gobhi/panner/egg/raddish Stuffed Paratha with curd and butter	Per paratha
3.	Dal (different types)	200 gms
4.	Chhole	200 gms
5.	Rajma	200 gms
6.	Kadhi Pakora	200gms
7.	Seasonal vegetables (aaloo gobhi/matar	200 gm
/.	aaloo/mushrrom matar/saag etc)	200 gm
8.	kofta	200 gm
9.	Chhole bhature (2 Bhatura with chhole	Per plate
	and salad)	
10.	Veg Fried Rice	Half plate
11.	Veg Fried Rice	Full plate
12.	Egg Fried Rice	Half plate
13.	Egg Fried Rice	Full plate
14.	Veg. pulao	Half plate
15.	Veg. pulao	Full plate
16.	Veg Biryani with Raita	400 gm
17.	Manchurian/thai curry	200 gm
18.	Panner (palak panner/matar panner/sahi	200 gm
	panner/panner tikka malasa/butter	
	panner/panner lababdar/panner koram)	
19.	Ordinary Lunch – thali (1 dal, 1	Per thali
	vegetable, rice, 2 Roti, Raita, Aachar,	
	Salad)	
20.	Special Lunch – thali (1 dal, 1 vegetable,	Per thali
	1 panner dish, Rice, 4 Roti, Raita,	
	Aachar, Salad)	

Note- Apart of the above mentioned items, other items may be allowed at reasonable rates/prices after the mutual consent with WII Administration.

## FINANCIAL BID PROFORMA

### **BOQ**

# $\frac{\text{CATERING SERVICES FOR SHORT TERM TRAINING PROGRAMMES OF THE}}{\underline{\text{INSTITUTE}}}$

(1)	(High Tea):	Rs	per person
	Menu:		
	• Tea/Coffee (separate)		
	<ul> <li>Pastry (Ellora/Sunrise)</li> </ul>		
	<ul> <li>Sandwitch</li> </ul>		
	<ul> <li>Mix Vegetable Pakoras/Dryfruit Samosa</li> </ul>		
	<ul> <li>Assorted Biscuits</li> </ul>		
	<ul> <li>Chips</li> </ul>		
	•		
(2)	Lunch/Dinner		
CATI	EGORY - A		
		Rs	per person
•	Daal		• •
•	Roti		
•	Seasonal Sabzi		
•	Basmati Rice		
•	Curd		
•	Salad/Papar/Achar		
CATI	EGORY - B		
CAI	EGORT - D	Rs	per person
•	1 Vegetable dish	110.	per person
•	1 paneer dish		
•	Dal of choice		
•	Rice Preparation of choice		
•	Salad		
•	Indian Breads – Nan/Tandori Roti		
•	Achar/Papad/Chutney		
•	Raita/Curd		
•	Dessert/Sweet - one		
CAT	EGORY - C		
		Rs	per person
•	Vegetarian Soup		
•	1 Vegetarian Dishes/Chinese/Continental d	lish	
•	1 Paneer dish		
•	Dal of choice		

- 1 Non-Veg dish
- Rice Preparation of choice
- Salads
- Indian Breads Nan/Tandori Roti/Missi Roti
- Achar/Papad/Chutney
- Raita/Curd
- Dessert/Sweet one

Note: (Arrival of Lowest Bidder) - Formula to be adopted

Lowest bidder will be arrived on the basis of following para meters:

(i) The quotations for all categories will be compared simultaneously and there will be only one successful bidder after comparing all the quoted rates.

(ii) 80% weightage will be given to the rates quoted for the items as given in Annexure-1.20% weightage will be given to the rates quoted for all the items as given in Annexure-2.

#### Annexure-3

## FORMAT FOR PERFORMANCE CERTIFICATION REFERRED

(Furnish this information for each individual work from the employer for whom the work was executed)

Name of the contract and location

1.

2.	Agreement no.		
3.	Scope of Contract		
4.	Contract Cost		
5.	Date of start		
6.	Period		
7.	Amount of compensation levied, if a	any	
8.	Performance Report		
(i)	Quality of Food - Excellent/Very Good/Good/Fair		
(ii)	Resourcefulness - Excellent/Very Good/Good/Fair		
8.	Compliance of all statutory requirements- Yes/ No		
(Seal	of the Organization) (S	Signature of the authorized representative)	
Date:	:		

## DOCUMENTS FOR PROVIDING CANTEEN SERVICES AT WII

NAME OF THE FIRM (as per Registration	
Certificate)	
COMPLETE POSTAL ADDRESS OF THE	
FIRM (as per Registration Certificate	
Company Profile	
1. Name of the Company/Firm and	
Complete registered address	
1. (a) Legal Status (Individual,	
1. (a) Legal Status (Individual, Proprietary firm, Partnership firm,	
Limited Company or Corporation)	
Emilieu Company of Corporation)	
1. (b) Has your company/ firm ever	
changed its name any time? If so,	
when, the earlier name and the reason	
thereof?	
1. (c) Have you or your constituent ever	
left the contract awarded to you	
incomplete? If so, give name of the	
contract and reasons for not	
completing the contract.	
2. Name, Designation and Tel. No(s) of	
the Contact Person, -Fax No(s) and	
email address	
3. Year of commencement of business	
4. Statutory details (photocopy to	
be attached)	
a) Registration No. of the Firm-	
b) PAN-	
c) ESI Reg. No.•	
d) GST Reg. No.•	
e) EPF registration No.	
f) ESI registration No.	
g) Food Safety Reg. No.(FSSAI)•	
5. Income Tax Assessment Completion	
Certificates for last three financial	
years Duly certified by CA.	
6. List of present and past clients (Please	
use separate sheet for each)	
7. Details of Annual financial tum-over	
for last three financial years (Rs. In	
Lakhs):	

#### Undertaking

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)
Date:
To,
The Director
Wildlife Institute of India
Dehradun
Sub: Acceptance of Terms & Conditions of Tender
Tender Reference No
Name of Tender / Work: -
Dear Sir,
$1. \ I/\ We\ have\ downloaded\ /\ obtained\ the\ tender\ document(s)\ for\ the\ above\ mentioned\ `Tender/Work'$
from the web site(s) namely https://eprocure.gov.in/ as per your advertisement, given in the above
mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents
$(including \ all \ documents \ like \ annexure(s), \ schedule(s), \ etc.), \ which \ form \ part \ of \ the \ contract \ agreement$
and I $\!\!\!/$ we shall abide hereby by the terms $\!\!\!\!/$ conditions $\!\!\!\!/$ clauses contained therein
$3. \ The \ corrigendum (s) \ is sued \ from \ time \ to \ time \ by \ your \ department/organisation \ too \ have \ also \ been$
taken into consideration, while submitting this acceptance letter.
$4.\ I\ /\ We\ hereby\ unconditionally\ accept\ the\ tender\ conditions\ of\ above\ mentioned\ tender\ document(s)\ /\ whereby\ document(s)\ /\ document(s)\ $
corrigandum(s) in its totality / antiraty

- corrigendum(s) in its totality / entirety. 5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt.
- Department/Public sector undertaking. 6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

## Undertaking

	(To be given on Company Letter Head)	
TD.	Dat	e:
V	The Director Wildlife Institute of India Dehradun	
Tender F	Reference No	
Name of	f Tender / Work:	
Sub: Nec Dear Sir,	cessary license/ permissions from various government bodies -reg.	
permissio	I/ We Shall be the Solely responsible to obtain and keep ready tons from various government bodies for running catering services and the concerned authority as and when asked for.	<del>-</del>
Yours Fa	aithfully, (Signature of the Bidder,	with Official Seal)