



**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED  
(A Government of India Enterprise under Ministry of Railways)**

## **Tender Document**

**Name of Work: Canteen Services for the DFCCIL  
Corporate Office, New Delhi**

**Tender No.: HQ/Admin./Canteen Services/2017-18  
(Participation through E-Tender only)**

Visit: [www.tenderwizard.com/dfccil](http://www.tenderwizard.com/dfccil)  
(Tenderwizard helpdesk: 011-49424365)

**February 2018**

### **Corporate Office:**

**Dedicated Freight Corridor Corporation of India Limited (DFCCIL),  
5<sup>th</sup> Floor, Pragati Maidan Metro Station Building Complex,  
New Delhi-110001.**

**Phone: +91-11-23454700: Fax: +91-11-23454701**

**Tender for Canteen Services for the DFCCIL  
Corporate Office, New Delhi  
(Tender No.: HQ/Admin./Canteen Services/2017-18)**

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**SECTION-1**  
**NOTICE INVITING TENDER (NIT) (Online)**

Sealed bids in a single packet system are invited from reputed, experienced and financially sound Companies/Firms/Agencies for Outsourcing of Canteen Services for DFCCIL Corporate Office, New Delhi as per the following schedule:-

1.1	Tender No.	HQ/Admin./Canteen Services/2017-18
1.2	Name Of Work	Canteen Services for the DFCCIL Corporate Office, New Delhi
1.3	Type of Tender	E-Open Tender, Single Packet System
1.4	Duration of Contract	Two Years and further extendable by One Year at the same Rates, Terms and Conditions at the discretion of DFCCIL from the date of issue of Letter of Acceptance.
1.5	Staff Strength	Approx. 400
1.6.	Estimated Cost of Work	Rs. 96,43,642/- Excluding GST
1.7	Cost of Tender Document (Non- Refundable)	Rs. 5,000/- Plus GST @ 18% = Rs. 5900/- in the form of Demand Draft/Banker's Cheque issued by any Nationalized Bank of India or any Scheduled Bank of India in favour of DFCCIL, New Delhi, payable at New Delhi.
1.8	Tender Processing Fee (Non Refundable)	Rs. 7,500/- Plus GST (0.1% of the Estimated Cost of Work Plus GST, Minimum Rs. 750/- Plus GST and Maximum Rs. 7,500 Plus GST) (Payable to M/s ITIL Online) (Non- Refundable).
1.9	Earnest Money Deposit (EMD) (Tender Security)	Rs. 1,92,873/- (Rs. One Lakh Ninety Two Thousand Eight Hundred Seventy Three only) by a Demand Draft/ Banker's Cheque issued by any Nationalized Bank of India or any Scheduled Bank of India in favour of DFCCIL, New Delhi, payable at New Delhi. <b>Tenders received without Earnest Money Deposit shall be summarily rejected.</b>
1.10	Uploading of NIT and Tender Document i.e. Time of Sale of Tender (Online)	From 12/02/2018 at 11:00 hrs. on <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a> .
1.11	Last Date and Time of Submission of Tender (Online)	08/03/2018 upto 15.00 hrs. on <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a> .
1.12	Last Date and Time of Submission of Documents in Physical Form.	08/03/2018 upto 15.00 hrs.
1.13	Date of Time of	08/03/2018 at 15.30 hrs. on <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a> .

	Opening of Tender ( Online)	
1.14	Tender Validity	120 days from the Date of Opening of Tender.
1.15	Address for Communication	Deputy General Manager/Administration, Dedicated Freight Corridor Corporation of India Limited (DFCCIL), 5 <sup>th</sup> Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001. Mobile: 9717636812, Centralized Fax 011-23454701.
1.16	Help Desk for E- Tendering	For any clarification, help and registration for E-Tendering & for obtaining Digital Signature contact at <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a> and on Telephone No. 011-49424365 or Mob. No. 9599653865.
1.17	Availability of Tender Documents	The Tender documents can be downloaded from <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a> , Tenderer who wishes to view free Notification and Tender Documents can visit <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a> , DFCCIL's website <a href="http://www.dfccil.gov.in">www.dfccil.gov.in</a> & Central Procurement Portal, <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> ; DFCCIL may issue Addendum(s)/Corrigendum(s) to the Tender document, if any, which shall be issued at least three days in advance of date of opening of tenders and placed on website <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a> only.

## 2.0 General

- 2.1 Tender document is non-transferable. Tender received from Tenderer in whose name Tender Document has been issued, shall only be considered.
- 2.2 No extension in the Tender Due Date shall be considered on account of delay in receipt of Tender document by post. Late/Delayed Tender shall not be considered for evaluation.
- 2.3 The Offer shall be valid for 120 days from the date of opening of the tender, and extend further if required from time to time. The Bidder cannot withdraw their offer within the period of validity/extended validity lest liable for forfeiture of Earnest Money Deposit (Tender Security).
- 2.4 Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E Tendering website [www.tenderwizard.com/dfccil](http://www.tenderwizard.com/dfccil). Tenderers are advised to complete all submission related work well before Time and Date for Submission of Tender Online. Any request for modification in the time/date of submission of tender due to tenderer's failure to submit his offer, will not be accepted.

**SECTION 2**

**(i) FORMAT FOR COVERING LETTER OF TENDER.**  
(On Letter Head of Firm/Company/Agency)

To,

Deputy General Manager (Admin.)  
DFCCIL,  
New Delhi

**Sub:** Tender for Canteen Services for the DFCCIL Corporate Office, New Delhi.

**Ref.:** Tender No. HQ/Admin./Canteen Services/2017-18.

1. I /We, have read the various terms and conditions of tender attached hereto and hereby agree to abide by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 120 days from the date fixed for opening of the same and if I/We default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work as set out in the Tender Document. I/We also agree to abide by the Terms and Conditions of the Contract and to carry out the work according to the Scope of Work and Terms and Conditions of Contract as mentioned in the Tender Document for the execution of present contract.
  
2. A sum of Rs.....is being submitted as EMD in the form of Demand Draft/Banker's Cheque No.....dated.....issued by bank .....(Name & Branch of Bank). The EMD shall stand forfeited without prejudice to any other rights or remedies if:
  - i) I/We do not execute the Contract Agreement within 30 (thirty) days from the date of issue of Letter of Acceptance; or
  - ii) I /We do not submit a Performance Security in the form of Bank Guarantee equal to the requisite value (equal to 5% of contract value) as per the Annexure I of Tender Document, within 15 days of issue of letter of acceptance; or
  - iii) I/We do not commence the work within 7 days after receipt of Letter of Acceptance or from the date as specified in the Letter of Acceptance; or
  - iv) I/We withdraw the offer during the period of validity/extended validity; or
  - v) When any of the information furnished by the tenderer not found true.

3. Until a formal agreement is executed, acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, and indicated in the Letter of Acceptance or my/our accepted offer for the work.

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name and Address of Bidder)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name & Address of Witness)

**ii) CHECK LIST FOR DOCUMENTS TO BE SUBMITTED**

<b>S. No.</b>	<b>Documents to be Attached</b>	<b>Tick Yes/No</b>
1.	Cost of Tender Document in the prescribed form.	
2.	Earnest Money Deposit (EMD) of requisite amount in the prescribed form.	
3.	The Covering Letter as per format given in the Section 2.	
4.	Power of Attorney of the person signing the tender documents in Original if specific to this work or Attested Copy of the General Power of Attorney of the Company in favour of the person signing the tender.	
5.	Registration Certificate for ESI, EPF & Contract Labour (Regulation and Abolition) Act 1970.	
6.	Certified Copy of GST No, PAN Card & Aadhar Card.	
7.	Certified Copy of Registration of Company/Firm/Agency, Partnership Deed /Memorandum and Articles of Association of the	
8.	Constitution of the Company/Firm/Agency in the form prescribed in Annexure-III.	
9.	Experience Certificate as per Annexure–IV and Affidavit as per Annexure-VI.	
10.	Details of Contractual Payment Received in Last Three Financial Years and Current Financial Year and Copy of Audited Balance Sheets for Three Financial Years 2014-15, 2015-16 and 2016-17 and Un-Audited Turnover for the Year 2017-18 (From April 2017 to Dec. 2017) Certified by a Chartered Accountant as per Annexure V.	
11.	Valid Registration and Food License issued by FSSAI/Local Authority.	
12.	Complete Tender Document including Corrigendum/Addendum Signed by the Bidder.	
13.	Financial Bid Fill and (Financial Offer .xls') to be uploaded Online.	

**Important Notes:**

- i. Documents No. 1 to 11, should be scanned and uploaded at website - in 'Document Library' and after that, attach all above necessary documents in particular tender.
- ii. The Complete Tender Document including Corrigendum/Addendum digitally signed would be uploaded at website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) in 'Document Library' and after that attach the complete document in the particular tender.
- iii. Tenderer must submit Document No. 1 & 2 in Original i.e. Cost of Tender document and EMD and Documents 3 to 12 in Hard copy (duly signed and stamped by authorized person on each page) and shall be sealed in one envelope (mentioning on Top of Envelop as "**Tender Document for NIT No., Name of work, Name and Address of Tenderer**") and addressed to DGM/Admin., DFCCIL, 5<sup>th</sup> Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001. Sealed cover containing Documents in Physical form shall be dropped in the Tender Box up to 15:00 hrs. on 08/03/2018 at the Address mentioned in the NIT.
- iv. Financial Bid (Microsoft Excel File) is to be downloaded from website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) and then is to be filled, saved and uploaded (through digitally signature) on the same website and not to be submitted in hard copy at all.

- v. The Financial Bid (after filling the rates) should neither be scanned & uploaded, nor, the hard copy of the same should be submitted to DGM/Admin./DFCCIL office.
- vi. The rates should be quoted in figures and in words. If there is any variation between the rates quoted in figures and in words, the rates quoted in 'Words' shall be taken as correct rates.



### SECTION 3

#### INSTRUCTIONS TO BIDDER

1.0 The Salient Features of the Contract are as follows:

i.	Tender No.	HQ/Admin./Canteen Services/2017-18
ii.	Name of Work	Canteen Services for the DFCCIL Corporate Office, New Delhi.
iii.	Duration of Contract	Two Years and further Extendable by One Year at the Same Rates, Terms and Conditions at the discretion of DFCCIL from the Date as Specified in the Letter of Acceptance.
iv.	Estimated Cost of Work.	Rs. 96,43,642/- Excluding GST
v.	Earnest Money Deposit (EMD)	Rs. 1,92,873/- (Rs. One Lakh Ninety Two Thousand Eight Hundred Seventy Three only) by a Demand Draft/ Banker's Cheque issued by any Nationalized Bank of India or any Scheduled Bank of India in favour of DFCCIL, New Delhi, payable at New Delhi. <b>Tenders received without Earnest Money Deposit shall be summarily rejected.</b>
vi.	Performance Security	5% of Total Contract Value in the form of Bank Guarantee to be submitted within 15 days from Date of Issue of Letter of Acceptance (LOA).
vii.	Security Deposit/ Retention Money	Overall Security Deposit is 5% of Contract Value. EMD of Rs. 1,92,873/- to be adjusted against the Security Deposit. Balance to be deducted @ 10% from each of the running bills till realization of the full amount.

## 2.0 ELIGIBILITY CRITERIA:-

S. No.	Criteria	Documents Required
(i)	<p>The Bidder should have successfully completed at least one work of providing Canteen Services costing not less than 35% of the Advertised Tender Value of Work (Estimated Cost of Work) in the last three years {i.e. Current Financial Year and Previous Three Financial Years} for any Government Department/PSU. Date of start of work may not fall in this period.</p> <p>OR</p> <p>The Bidder should be carrying out at least one Work of providing Canteen Services for at least 2 years with average annual payment not less than 17.5% of the Advertised Tender Value of Work (Estimated Cost of Work) in any Government Department/PSU.</p>	<p>The Bidder has to submit certificate issued by concerned authorities as per Performa given in <b>Annexure-IV of the Tender Document.</b></p>
(ii)	<p>The Bidder should have received Total Contract Amount of not less than 150% of the Advertised Tender Value of Work (Estimated Cost of Work) against satisfactory execution of completed and ongoing works of all types during last three Financial years i.e. Current Financial Year and Previous 3 Financial Years as per ITCCs/Audited Balance Sheets.</p>	<p>Details of Contractual Payment Received in Last Three Financial Years and Current Financial Year and Copy of Audited Balance Sheets for Three Financial Years 2014-15, 2015-16 and 2016-17 and Un-Audited Turnover for the Year 2017-18 Certified by Chartered Accountant as per <b>Annexure V.</b></p>
(iii)	<p><b>a)</b> The Bidder should be registered for ESI, EPF and Contract Labour (Regulation and Abolition) Act, 1970.</p> <p><b>b)</b> The Bidder must be possessing GST Number, PAN Card and Aadhar Card.</p> <p><b>c)</b> The Bidder should submit an Affidavit that it has not been blacklisted for business by any Government Department/PSU and that in last three years to be reckoned from date of invitation of tender, there has not been any work cancelled against them for poor performance.</p> <p><b>d)</b> The Bidder must have a Valid Registration and Food License issued by FSSAI/Local Authority as per applicable act(s).</p>	<p>Registration Certificate for ESI, EPF and Contract Labour (Regulation and Abolition) Act, 1970.</p> <p>Certified Copy of GST Number, PAN Card and Aadhar Card.</p> <p>Affidavit/Documents to be enclosed. Performa of Affidavit is given in <b>Annexure VI of the Tender Document.</b></p> <p>Valid Registration and Food License issued by FSSAI/Local Authority.</p>
<p><b>Note:</b> Consortium bidding shall not be allowed at any stage for fulfillment of eligibility criteria.</p>		

### 3.0 Details of the Bidder

S. No.	Particulars			
1.	Name of Company/Firm/Agency.			
2.	Address with Telephone, Fax No., Mobile No. and E-Mail ID.			
3.	Status of Applicant (Individual/Proprietorship Firm/Partnership Firm/Private Limited/Society/Autonomous Body (Attach documentary evidence)			
4.	Type of the Services Provided			
5.	Annual Turnover of Last three Financial Years (Audited Balance Sheets Certified by Chartered Accountant to be enclosed)	2014-15	2015-16	2016-17

#### 4.0 SUBMISSION OF E-TENDER: -

##### 4.1 Tender Document Obtaining Process

4.1.1 It is mandatory for all Tenderers to have Class-III Digital Signature Certified from any of the Licensed Certifying Agencies ('CA') to participate in E-Tendering of DFCCIL, (Tenderer can see the list of Licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)), in the name of the person who will submit the Online tender and is authorized to do so.

4.1.2 To participate in E-Tender, it is mandatory for Tenderers to get themselves registered with the Tender wizard ([www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL)) and to have User ID and Password. Tenderers have to pay Annual Registration Charges of Rs. 2000/- + GST to M/s ITIL through e-payment. Tenderers have to pay Tender-Processing Fee to M/s ITIL through e-payment. Already Registered Tenderer need not pay registration charges to M/s ITIL.

4.1.3 [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) is the only website for submission of tender. 'Vender Manual' containing the detailed guidelines for E-Tendering is available on [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL).

##### 4.2 Submission of Offer:

4.2.1 Tender shall be submitted through Online mode only at [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL). Tender submitted by any other mode will not be accepted.

- 4.2.2** All the required documents as mentioned in Check list from S.No.1-11, including Scanned Copy of EMD & Cost of Tender Document shall be uploaded to the E-Tendering web site [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) within the period of bid submission and the same in Physical Form (**original**) should also be deposited in the Office of DGM/Admin, DFCCIL Corporate Office, 5<sup>th</sup> Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001, on or before the last date & time of bid submission, **failing which, the bid shall be summarily rejected and shall not be considered for further evaluation.**
- 4.2.3** The detailed instructions of e-tendering can be read through website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL).
- 4.2.4** The Addendum/Corrigendum, if any; shall be hosted on the website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) only.
- 4.2.5** The tender will be accepted only in e-tendering mode and **no other mode** of submission shall be accepted.
- 4.2.6** **The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) with the digitally signed copy of tender document.**
- 4.2.7** In case scheduled date is declared as holiday, tender can be uploaded up to 15:00 hrs on the next working day and will be opened at 15:30 hrs on that day.
- 4.2.8** Each page of this bid document shall be submitted through Digital Signature of the tenderer.
- 4.2.9** The **bid** shall be accepted through **Online mode only**. The bid submitted after the time and date fixed for submission of Bids as set out in the tender document will be summarily rejected.
- 4.2.10** Bidders are required to give Un-Conditional Offers. A Conditional Offer is liable to be rejected. DFCCIL reserves the right to modify, expand, restrict, scrap, reject and re-float tender without assigning any reasons whatsoever.
- 5.0** The Bidder shall closely peruse all the clauses, instructions, terms and conditions, scope of work, specification etc. as indicated in the Tender Document before quoting. Should the Bidder have any doubt about the meaning of any portion of the Tender Document or find discrepancies/omissions in the tender document issued or require clarification, he shall at once contact the authority inviting the tender for clarification at least seven days before the due date of submission of the tender.
- 6.0** Bid Document shall be accompanied by Tender Cost and EMD in proper form and all the documents required to be submitted as specified in the Tender Document along with all

Addendums and Corrigendum.

- 7.0** All Bids shall be submitted in accordance with the instructions contained in the Tender Document (Bid Document). Non-compliance of any of the instructions contained in the Tender Document is liable in Bid being rejected.
- 8.0** After Award of Contract to the Successful Bidder, if it is observed that there is any discrepancy or ambiguity about any terms and conditions mentioned in the Tender Document, the interpretation of the same given by DFCCIL shall be considered as final and binding.
- 9.0** For the same Item featuring at more than one place in different sections, the order of priority shall be as follows:
- (i) Financial Bid.
  - (ii) Notice Inviting Tender.
  - (iii) Instructions to Bidders.
  - (iv) Scope of Canteen Services.
  - (v) Special Conditions of Contract.
  - (vi) General Conditions of Contract.

For example, if any Item is found common in Special Conditions of Contract and General Conditions of Contract then the provision given in Special Conditions of Contract will prevail over General Conditions of Contract for the same Item.

- 10.0** Bidder must fill up all the schedules and furnish all the required information on e-mode as per the instructions given in various sections of the Tender Document. Complete Tender Document along with Addendums, Corrigendum and Documents as specified in the Tender Document, must be submitted through Digital Signature by the Tenderer in token of complete acceptance thereof. The information furnished shall be complete in itself. No page of this Tender Document shall be removed and the set must be submitted as it is.

**11.0 Modification/Substitution/Withdrawal of Bids:**

- i) The Bidder may modify, substitute or withdraw its e-bid after submission, prior to **15:00 hrs. of 08/03/2018 (Last Date & Time for Tender submission termed as Tender Closing Date & Time)**. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- ii) Any alteration/ modification in the bid or additional information supplied subsequent to the bid due date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- iii) For modification of E-Bid, Tenderer has to detach its old bid from e-tendering portal and upload/resubmit digitally signed Modified E-Bid.

- iv) For withdrawal of tender, tenderer has to click on withdrawal icon at [www.tenderwizard.com/dfccil](http://www.tenderwizard.com/dfccil). Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, Tenderer cannot re-submit their tender again.

## **12.0 Opening and Evaluation of Bids:**

- (i) E-Tender shall be opened Online at the address given below at the time and date as specified in Section-I (Notice Inviting Tender) in the presence of Tenderers or their Authorized Representatives, if they choose to attend the Online Tender Opening.

### **Address: Online Opening of Tender**

DGM/Admin.

Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL)

5<sup>th</sup> Floor, Pragati Maidan Metro Station Building

New Delhi-110001

- (ii) Documents in Physical form in a Sealed Cover may be dropped in the Tender Box kept at the same address as mentioned above upto 15:00 hrs. of 08/03/2018. All Sealed Covers containing Documents in the Physical form will also be opened after Online Opening of Tender. On the Top of the Sealed Cover, the following shall be mentioned:

**“Document in Physical Form for Tender No. HQ/Admin./Canteen Services/2017-18**

**Last Date and Time of Tender Submission- 08/03/2018 at 15:00 Hrs.**

**Date and Time of Tender Opening- 08/03/2018 at 15:30 Hrs.”**

- (iii) For participating in the tender, the Authorized Signatory holding Power of Attorney shall be the Digital Signatory. In case, the Authorized Signatory holding Power of Attorney and Digital Signatory are not same, the Bid shall be considered Non-Responsive.
- (iv) The Authority shall Open Bid Documents received in electronic form Online at **15.30 hours on 08/03/2018**, in the presence of Tenderers or their Authorized Representatives who choose to attend.

## **13.0 Deadline for Submission of Tender**

Tenderer(s) must ensure to complete the tender submission process in time as [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) will stop accepting any Online Tender after **Tender Closing Due Date & Time (15:00 Hrs. of 08/03/2018)**.

- 14.0 Bidder may visit the site on any working day to assess the Scope of Work before submitting their offer.

### 15.0 Cost of Tender Document:

The Tender shall submit Rs. 5,000/- Plus GST @ 18% = Rs. 5900/- in the form of Demand Draft/Banker's Cheque issued by any Nationalized Bank of India or any Scheduled Bank of India in favor of DFCCIL, New Delhi and Payable at New Delhi. The Tenderer shall submit Cost of Tender Document along with other Documents in a Sealed Cover as per Section-3, Clause 12 (ii).

### 16.0 Earnest Money Deposit (Tender Security):

- i) Every tender must be accompanied by the prescribed amount of Earnest Money Deposit of Rs. 1,92,873/- in the form of **Demand Draft/Banker's Cheque** issued by any Nationalized Bank of India or any Scheduled Bank of India in favour of DFCCIL, New Delhi and Payable at New Delhi.
- ii) EMD in form of Demand Draft or Banker's Cheque, **shall be scanned and uploaded to the E-Tendering website** within the period of bid submission and the same in physical form (**original**) should also be submitted along with other Documents as per instructions given in Section-3, Instructions to Bidders **failing which, the bid shall be summarily rejected and shall not be considered for further evaluation**. Tenders received without Earnest Money in full in the manner prescribed above shall be summarily rejected.
- iii) The Earnest Money Deposit of the Successful Tenderer, will be retained towards part of Security Deposit.
- iv) In case of Unsuccessful Tenderers, the Earnest Money will be refunded to them after finalization of the Tender.
- v) Dedicated Freight Corridor Corporation of India Limited (DFCCIL) reserves the right of forfeiture of Earnest Money Deposit (EMD) (Enhancement of Performance Guarantee) in case of Successful Tenderer if successful tenderer:
  - a) Does not execute the Contract Agreement within 30 (thirty) days from the date of issue of Letter of Acceptance; or
  - b) Does not submit Performance Security in the form of Bank Guarantee of the requisite value (equal to 5% of contract value) as per Annexure-I of Tender Document, within 15 days of issue of Letter of Acceptance; or
  - c) Does not commence the work within 7 days after receipt of Letter of Acceptance or date as specified in the Letter of Acceptance.
  - d) Withdraws the offer during the period of validity/extended validity.
  - e) When any of the information furnished by the tenderer not found true.
- vi) EMD shall remain valid for 90 days beyond the validity of Bid.

The forfeiture of Earnest Money Deposit (EMD) shall be also applicable if work is terminated at any stage as per terms and conditions of the contract.

## SECTION 4

### GENERAL CONDITIONS OF CONTRACT

#### 1.0 SECURITY DEPOSIT (Retention Money)

The EMD of the Successful Tenderer shall be retained by DFCCIL as part of Security and adjusted against Retention Money for the faithful fulfilment of the contract by the contractor. In addition, a Retention amount equal to 10% of each bill shall be retained till the total security including EMD available is 5% of the contract value. The Retention Money, unless forfeited in whole or in part according to the terms and conditions mentioned in the Tender Document, shall be returned to the contractor after 60 days of the completion of the contract. No interest is paid on Retention Money.

When the contract is rescinded, the Retention Money shall be forfeited and the Performance Bank Guarantee (PBG) shall be en-cashed. In case of violation of Integrity Pact, the Retention Money shall be forfeited and the Performance Bank Guarantee (PBG) shall be en-cashed.

#### 2.0 PERFORMANCE SECURITY:

Within **15 days** of receipt of the Letter of Acceptance, the successful Tenderer shall furnish Performance Security in the form of a Bank Guarantee from **any Nationalized/Scheduled Commercial Bank** in India for an amount of five per cent of the contract value on the Standard Performa enclosed (Annexure I) on a Stamp Paper. The cost of Stamp Paper shall be borne by the contractor.

Failure of the Successful Tenderer to furnish the required Performance Security shall be a ground for the annulment of the award of Contract and forfeiture of the Tender security. Value of Stamp Paper for Performance Security (Bank Guarantee) shall not be less than, as provided in the Stamp Duty Act. The Bank Guarantee shall be valid upto 60 days after completion of work. In case, Contract Period is extended, the Contractor shall get the Validity of Bank Guarantee extended to cover such extended period plus 60 days. Performance Security shall be released 21 days after issue of Performance Certificate.

When the contract is rescinded, the Retention Money shall be forfeited and the Performance Bank Guarantee (PBG) shall be en-cashed. In case of violation of Integrity Pact, the Retention Money shall be forfeited and the Performance Bank Guarantee (PBG) shall be en-cashed.

#### 3.0 DURATION:

Two Years and further Extendable by One Year at the Same Rates, Terms and Conditions at the discretion of DFCCIL from the Date as Specified in the Letter of Acceptance.



#### **4.0 CONTRACT AGREEMENT and COMMENCEMENT OF WORK:**

Within 30 days from the Date of Issue of Letter of Acceptance, the Successful Bidder will be required to execute the Contract Agreement in the format as per Annexure II of the Tender Document. However, Contract Agreement can only be signed after submitting the Performance Bank Guarantee and signing of the Integrity Pact. The Successful Bidder shall commence the work from the date as specified in the Letter of Acceptance.

#### **5.0 STATUTORY COMPLIANCES:**

The Contractor shall;

- (a) Accept full and exclusive liability for the personnel deployed and other obligations referred under the laws/rules/regulations now and thereafter imposed by the appropriate government/authorities.
- (b) Keep DFCCIL indemnified against all losses, damages or liability arising out of or imposed in the course of employment of such persons or arising in accordance with any labour laws. DFCCIL will not have any liability whatsoever concerning the persons deployed by the Contractor for the purpose.
- (c) If as a result of any claim arising out of any reasons stated in 2 (b) above or due to any negligence on part of the personnel deployed, if DFCCIL is made to pay any amount, then DFCCIL shall recover the same from the payment due to the Contractor or or send a notice to the Contractor for refund of the same to the DFCCIL and the Contractor shall be liable to reimburse the same within 7 working days of the receipt of such notice.
- (d) The Bidder shall comply all statutory requirements including compliance of LAWS, Acts, Rules and Regulations.
- (e) The Bidder must have a Valid Registration and Food License issued by FSSAI/Local Authority as per applicable Act(s) as mentioned in Section 3, Clause 2(iii)(d).

#### **6.0 AUTHORISATION AND ATTESTATION:**

Tenders shall be signed by the person duly authorized /empowered to do so. Certified copies of such authority (Power of Attorney) and relevant documents shall be submitted along with the tenders.

#### **7.0 VALIDITY OF OFFER:**

The offer shall be kept open for acceptance for a minimum period of 120 days from the date of opening of tenders, and extend further if required from time to time. In case Dedicated Freight Corridor Corporation of India Ltd., calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the Original offer which shall be binding on the Tenderers.

## **8.0 REJECTION OF TENDER AND OTHER CONDITIONS:**

- 8.1 The acceptance of tender will rest with Dedicated Freight Corridor Corporation of India Ltd. which does not bind itself to accept the lowest tender or any tender and reserves full rights to reject any or all the tenders without assigning any reason whatsoever.
- 8.2 Conditional tenders, incomplete tenders or otherwise considered defective and not in accordance with the tender conditions, specifications etc. are liable to be rejected.
- 8.3 If the Tenderer deliberately gives wrong information in his tender, DFCCIL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security Deposit/ Performance Security/any other moneys due.
- 8.4 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Contractor who resorts to canvassing are liable to be rejected.
- 8.5 Should a Tenderer or Contractor or in the case of a firm or Company of Contractors/one or more of its Partners/Shareholders/ Directors have a relation or relations employed in DFCCIL, the authority inviting the tender shall be informed to the fact along with the offer, failing this DFCCIL may at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

## **9.0 VARIATION:**

Variation in each Schedule or as a whole (both positive & negative) is permissible under this contract. Same rates shall be applicable for each item of variation. No variation will be permitted.

**10.0** Estimated Cost of Work as indicated in the Section-1 and Section-3 is excluding GST. GST shall be paid as per applicability and based on Documentary Proof. As per GST Act, Anti Profiteering Measures shall be taken. Successful Agency shall pass Input Tax Credit to the DFCCIL and shall give Declaration within 3 days from the date of issue of Letter of Acceptance in the Format as per Annexure VII.

**11.0** Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 Dated 23.03.2012 issued by Ministry of MSME is followed.

(a) Participating MSEs shall enclose with their offers, the proof of their being MSE registered with any of the agencies mentioned in the Notification of Ministry of MSME indicated below:

- i) District Industries Centers.
- ii) Khadi and Village Industries Commission.
- iii) Khadi and Village Industries Board.
- iv) Coir Board.
- v) National Small Industries Corporation.

- vi) Directorate of Handicraft and Handloom.
- vii) Any other body specified by Ministry of MSME.

(b) The MSEs must also indicate the terminal validity date of their registration.

Failing Clauses 11.0 (a) and 11.0 (b) above, such offers will not be liable for consideration of benefits detailed in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 Dated 23.03.2012 issued by Ministry of MSME.

**12.0** In pursuance of the Public procurement policy on MSE:

- (i) Tender document will be provided free of cost to MSEs registered with any of the agencies mentioned in Clause 11.0 (a) above for the item tendered.
- (ii) MSEs registered with the agencies mentioned in Clause 11.0 (a) above for the item tendered will be exempted from payment of Earnest Money Deposit (EMD).
- (iii) MSEs owned by Scheduled Castes or Scheduled Tribes (SC/ST) Entrepreneurs may be indicated and proof of same may be enclosed.

**13.0 Payment Terms:**

- (i) Payment shall be made on a monthly basis for which contractor shall submit monthly bill/invoice before 15<sup>th</sup> of every month for the previous month.
- (ii) GST shall be paid as per applicability based on the documentary proof.
- (iii) Bill/Invoice shall be submitted in duplicate duly mentioning GST Registration number and signed and stamped by the contractor.
- (iv) Payment to the contractor shall be made through Electronic Clearing System (ECS). The Contractor shall submit complete bank details/NEFT Mandate Form issued by their bank.
- (v) Tax Deducted at Source (TDS) will be deducted from the payment due to the contractor as per Central Government/State Government Rules/Norms as applicable.
- (vi) No advance payment shall be made.
- (vii) The contractor shall provide all the necessary details as required by DFCCIL for passing of Bill/Invoice.

**14.0 INDEMNITY:**

The Canteen Services Agency (Contractor) shall indemnify and hold harmless to DFCCIL and its directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this contract or arising from any breach or non-compliance whatsoever by the Canteen Services Agency (Contractor) or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within

or outside the premises including but not limited to any and all claims by the Canteen Services Agency (Contractor).

15.0 In performing the terms and conditions of the contract, the Canteen Services Agency (Contractor) shall at all times act as an Independent Canteen Services Agency (Contractor). The contract does not in any way create a relationship of principal and agent between DFCCIL and the Canteen Services Agency (Contractor). The Canteen Services Agency (Contractor) shall not act or attempt or represent itself as an agent of DFCCIL. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a principal to principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The Canteen Services Agency (Contractor) and their hired personnel shall never under any circumstances whatsoever, be entitled to claim themselves to be the employees of DFCCIL.

**16.0 FORCE MAJEURE:**

16.1 For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party which makes agency's performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.

16.2 The failure of a party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event(s) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract and has informed the other party as soon as possible about the occurrence of Force Majeure condition.

**17.0 RESOLUTION OF DISPUTES AND ARBITRATION**

17.1 In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, shall be settled amicably through mutual negotiation by the parties. In case, there is no amicable settlement of disputes, the same shall be referred to the sole arbitrator as appointed by DFCCIL. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996.

17.2 Notwithstanding any disputes between the parties, the contractor shall not be entitled to withhold, delay or defer its obligations, under the contract, and the same shall be carried out in accordance with the terms and conditions of the contract.

**18.0 TERMINATION OF CONTRACT:**

In case the services of the Canteen Services Agency (Contractor) are not found satisfactory, or there is a breach of any of the terms and conditions of the contract, the contract can be terminated by DFCCIL by giving one month notice. In case if corrective action is not taken by the Contractor, DFCCIL shall have the right to terminate the contract after completion of the notice period of one month. But no such notice will be necessary, if Contract is to be terminated on the grounds of serious misconduct or due to any act which requires

immediate vacation of DFCCIL premises by the Contractor. In case of termination of contract, the Security Deposit shall be forfeited by the DFCCIL.

On Termination or completion of contract, the contractor shall vacate the DFCCIL Premises and shall handover to the Authorized Official along with Furniture, Fittings and other Articles which might have been provided by DFCCIL from time to time during the course of contract in the same condition in which they were handed over taking into account normal wear and tear. However, the Contractor shall be allowed to remove his items from DFCCIL's Premises on Termination or completion of contract.

**19.0 Jurisdiction of Courts:**

The Courts of Delhi shall have exclusive jurisdiction in all matters arising out of and under this contract.

**20.0 Rights of DFCCIL:**

- i) DFCCIL reserves the right to change the opening and closing timings of the Canteen. Normally, Canteen will function on all working days including Saturdays. However, as per the requirement, Canteen may have to function on Sundays/Holidays as well.
- ii) DFCCIL reserves the right to make additions/alterations to and/or amend the terms and conditions of the contract, without basically effecting the core of the contract.

**21.0 IMPLEMENTATION OF INTEGRITY PACT:**

- (a) To improve transparency and fairness in the tendering and contract management, DFCCIL has implemented the Integrity Pact.
- (b) Integrity Pact is to be signed by the successful bidder and the DFCCIL Officer Incharge in the format enclosed at the Annexure VIII.
- (c) The Integrity Pact shall commit the persons/officials on both sides, not to resort to any corrupt practices in any aspect/at any stage of the contract.

## SECTION-5

### SPECIAL CONDITIONS OF CONTRACT

- 1.0 The Accepted Price List will be part of the Letter of Acceptance/Contract Agreement and will be valid for the Period of Contract. The Prices of Items in the Schedule A and Schedule B will be enhanced by 5% after completion of every 12 months of the contract. Prices of the Items in Schedule C which are packaged products will be revised as and when their prices gets revised based on the submittal given by the contractor alongwith documentary proof.
- 2.0 The contractor will supply items which are mentioned in the Tender Document. The Authorized Franchisee of the Brands shall provide all the items of their own brand given in Schedule A. Contractor shall provide Schedule C items of reputed brands approved by DFCCIL. Contractor shall submit necessary proposal in this regard and shall obtain prior approval from DFCCIL. Schedule C items shall have MRP, Manufacturing Date, Expiry Date, Batch Number etc. printed on them. Sub-standard and expired items will not be allowed to be kept and sold in the canteen. Items packaged for Institutional Sales such as Railways, Airport, CSD etc. shall not be permitted to be sold in the canteen.
- 3.0 Additional items in Schedule A can be provided based on the DFCCIL's requirement. In such case, contractor shall submit the proposal along with necessary documents to justify the proposed prices for DFCCIL's approval. Only after the approval of DFCCIL, Additional Items in Schedule A can be provided in the Canteen.
- 4.0 Being a No Flame Unit, Cooking is not permitted in DFCCIL Corporate Office except through Induction Cooker, Hot Plate, Microwave Oven, Air Fryer, OTG and other Electrical Appliances. The contractor has to make his own arrangement for supply of items from the Base Kitchen (Source) to the DFCCIL Corporate Office. All items are to be supplied in the Hot/Chilled condition as per the requirement.
- 5.0 The Menu should have variety. Snacks/Special Snacks for Meetings, Veg Thali etc. of Schedule A and Lunch/Dinner Items of Schedule B should not be same every day. Menu should be rotated in the days of the week as decided by the DFCCIL.
- 6.0 The following items are prohibited and shall not be sold in the Canteen:  
**Tobacco Products, Alcoholic Drinks, Beatle Nuts, Pan etc. and any other item prohibited by Law.**
- 7.0 In case of any Food Poisoning/Contamination etc. due to contractor's supplied food item, the contractor will be held fully responsible and he shall bear all the expenses caused due to Food Poisoning/Contamination. Besides this, in the case of criminal negligence, contractor is also likely to be prosecuted in court of law.
- 8.0 **Canteen Services Agency (Contractor)'s Organization in DFCCIL Corporate Office:**  
Canteen Services Agency (Contractor) shall provide one Manager and adequate staff (at least three to four staff) to look after day to day management of the canteen. Manager

and staff will have adequate relevant experience to run canteen of this size subject to minimum three years' experience for the Manager and one year experience for the staff. Successful Tenderer shall submit CVs of Manager and Staff for DFCCIL's approval. Manager shall be at least graduate in any subject and staff shall be at least 10<sup>th</sup> pass. Manager and staff shall always in uniform whenever they are available in DFCCIL Corporate Office on duty. Similarly, they will always display Photo Identity Cards issued by the Contractor. The contractor shall ensure supply of neat and clean uniform to all Staff including Manager deployed in the DFCCIL Corporate Office.

The contractor will be directly responsible for the administration of his employees including their general discipline and courteous behavior.

9.0 The contractor shall provide trolley service for serving tea/coffee at 10:30 hrs. and 15:30 hrs. on all working days on 5<sup>th</sup>, 4<sup>th</sup> and 3<sup>rd</sup> Floors of DFCCIL Corporate Office. Trolley will be provided by DFCCIL.

10.0 The contractor will get all his Staff including Manager deployed in DFCCIL Corporate Office medically examined once in a year from the Registered Medical Practitioner (RMP) recognized by Indian Medical Council to be free from Communicable diseases in addition to general fitness.

11.0 The Contractor shall get the Police Verification done for the Staff including Manager deployed in the DFCCIL Corporate Office Canteen within one month from the date of issue of Letter of Acceptance.

**12.0 Functioning of Canteen:**

Canteen shall function on all working days from Monday to Friday from 09.30 A.M to 07.00 P.M and on Saturday from 09.30 A.M to 05.00 P.M. Canteen shall be opened at 09.00 A.M on all working days including Saturdays and shall be functional from 09.30 A.M onwards. Canteen will remain normally closed on Sundays and other Holidays unless specifically mentioned by the DFCCIL Official in Charge or his Representative to keep the Canteen open. In case, if canteen is required to be opened on Sundays/Holidays or is to be kept opened beyond Closing Time, DFCCIL has the option to do so and permission to do so would be specific.

13.0 All sales from the canteen against Coupons/Requisition Slips issued by DFCCIL to Officers, Staff and Outsourced Personnel shall be reimbursed to the Contractor on actual basis on submission of bill by the Contractor. DFCCIL shall neither be responsible nor be approached for any help in realizing dues for any credit sales made to Officers, Staff and Outsourced Personnel in their personal capacity, which will be entirely to the risk of the contractor.

14.0 The contractor shall at his own cost, as required by the Act, acquire necessary insurance in respect of the staff and other personnel or personnel to be employed or engaged by the Contractor in connection with the rendering of the Canteen Services in the DFCCIL Corporate Office. The Contractor shall comply with all statutory provisions including Contract Labour Regulation and Abolition Act 1970, Employees Staff Insurance (ESI) Act. Workmen's Compensation Act, Payment of Wages Act 1936, the Employees Provident

Fund and Family Pension Fund Act, 1952, and the other rules, regulations and/or statutes that may be applicable to them now or that may be introduced by the Central Government/State Government, Delhi Administration or Municipal Authority of Delhi subsequent to the date of this agreement.

The Contractor shall keep DFCCIL indemnified from all acts of omission, default, breaches and/or any claim, demands, loss, injury and expenses to which DFCCIL may be put to or involved as a result of the Contractor's failure to fulfill any of the obligations under this Contract and/or under statutes and/or any bye-laws or rules framed hereunder or any of them. DFCCIL shall be entitled to recover any such losses or expenses which it may have to suffer or incur on account of such claims, demands/loss or injury from monthly bills or from the security deposit of the Contractor without prejudice to its any other rights under the law.

- 15.0 The contractor will be required to install in the DFCCIL Corporate Office premises handed over to the Contractor to run canteen, all necessary Equipment including Microwave Ovens, Induction Heaters, Freezers, Bain Marie, Hot Cases, Refrigerators, Air-Fryer, Grilled-Sandwich Makers, Toasters, OTG, and Vending Machines for Tea & Coffee duly approved by DFCCIL. The Contractor shall also provide necessary Cutlery, Crockery of Bone China (Plates, Bowls, Soup Bowls, Tea Cups etc.). It will be the responsibility of the contractor for day to day maintenance and cleanliness including timely replacement of Equipment, Cutlery, Crockery, Cooking Utensils, Furniture, Fixtures and Fittings, etc., including kitchen, store and other areas handed over to the Contractor to enable Contractor to provide the canteen services in the DFCCIL Corporate Office. The Contractor has to use his own manpower, cleaning tools and cleaning materials for day to day cleaning and upkeep of premises handed over to him. The Contractor shall provide adequate number of Dustbins for collection of garbage. Dustbin shall be provided with Disposable Covers on a daily basis and as and when required. All Dustbins will have to be cleaned and washed regularly so as to give neat, clean and hygienic appearance.
- 16.0 Very high standards of hygiene and cleanliness shall be observed in the running of the Canteen and connected services by the Contractor and staff engaged by Contractor including those responsible for collection of used utensils and periodic disposal of waste and refuse.
- 17.0 In the event of failure to supply the approved items without notice by the Contractor, the same can be arranged by DFCCIL at the contractor's risk and cost and in addition to this necessary penalty will be imposed by the DFCCIL.

**18.0 Penalty Clause:**

DFCCIL Officers Incharge or his Representative can inspect Canteen Premises at any time without any prior notice.

Penalty of Rs. 500/- per occasion per day subject to a maximum of Rs. 1500/- per day can be imposed for any non-compliance of terms and conditions mentioned in the Tender Document/Contract Agreement including the following breaches:

- (i) Late Opening/Early Closing of Canteen/Delayed Commencement of Canteen Services.



- (ii) Poor Cleanliness/Poor Hygiene observed in Canteen Premises or wherever Canteen Services provided.
  - (iii) Non-Availability of Items pertaining to Schedule A/B/C.
  - (iv) Poor Quality of Food Items/Contaminated Food.
  - (v) Poor Service/Deficient Service/Improper Behaviour of Canteen Staff.
  - (vi) Defective/Deficient Canteen Equipment.
  - (vii) Not wearing Uniform/Non-Availability of Photo Identity Cards.
  - (viii) Any Safety/Security Violation.
  - (ix) Any Non-Compliance of Terms and Conditions mentioned in Tender Document/Contract Agreement.
- 19.0** The Contractor will ensure that Hazardous/Inflammable/Intoxicating Material or Banned Substance is not stored/sold in the Canteen Premises.
- 20.0** The Contractor shall not sublet or assign the license or use the space provided for running the canteen for purposes other than running a canteen and shall not allow anybody to reside in the licensed premises and shall not use the same or part of it for stocking or keeping articles other than those needed for use in the canteen and shall be responsible for all damages or losses to DFCCIL property by the Contractor himself or his staff and shall be liable to make good any such loss or damage excepting those due to reasonable use or wear and tear or such as caused by an Act of God.
- 21.0** DFCCIL will not be in any way responsible for any loss or damages accruing to any goods, stores or articles that may be kept by the Contractor in the canteen premises including kitchen and other rooms.
- 22.0** **Obligation of DFCCIL:**  
DFCCIL shall be providing premises (150 Sq. Meter Approx.) free of cost on the 4<sup>th</sup> Floor for operating the canteen for the DFCCIL Corporate Office. Bidders may inspect the premises on any working day before submitting their offers. Electricity charges upto 300 units in a month shall be borne by the contractor. Raw Water supply (to be used judiciously) shall also be provided free of charge by the DFCCIL including Provision of an Intercom (Internal Telephone Connection).
- 23.0** The Contractor shall be responsible for its Corporate Taxes and Personal Taxes of its employees including any other obligations and shall keep the DFCCIL indemnified for any liability in this connection.
- 24.0** The contractor shall be responsible for safety of the catering area and would be liable for damages on account of negligent handling of Equipment, Electrical Connection, Water Connection, Electrical Fittings and Gadgets etc.

**25.0** Any information furnished by the contractor, if later found incorrect after awarding of contract or any material information found suppressed on the basis of which the contract has been awarded, in such a case, the awarded contract can be terminated.

**26.0 Maintenance of Records/Documents:**

The contractor shall maintain all necessary Records/Documents as required to satisfactorily provide the Canteen Services and to comply all statutory requirements including the following:

- (i) Stock/Inventory Registers for Schedule A and Schedule C Items duly ensuring Minimum Stock/Inventory of each item on a daily basis based on the Consumption Pattern.
- (ii) Statutory Compliance Registers.
- (iii) Copy of the Contract Agreement.
- (iv) Equipment Maintenance Register.
- (v) Complaint cum Suggestion Register.
- (vi) Electricity Consumption Register.

**27.0** The Contractor shall ensure that all Food Items featuring in Schedules A and B are having good quality ingredients and proper cooking medium used.

## SECTION 6

### SCOPE OF CANTEEN SERVICES

**1.0 Scope of Canteen Services in the DFCCIL Corporate office is consisting of following Schedules:**

**1.1 Schedule A (General Items):**

Schedule A is consisting of General Food Items which are required to be supplied to DFCCIL Officers and Staff as well as to the Outsourced Personnel based on their Requisitions submitted to the Canteen Staff. These items may also be required to be supplied in Meetings/Conferences/Events etc. as per the requirement. Schedule A Items are as follows:-

S. No.	Item Name	Description
1.	Veg Thali	2 Chapati/Paratha, Dal- 150 gm, Paneer Dish -150 gm, Seasonal Veg.- 100 gm, Rice- 100 gm, Salad & Sweet (40gm) or Curd (90 gm).
2.	Sambhar Idli/Vada with Chutney	Two Vada/Idli of 100 gm, 150 gm Sambhar.
3.	Chana Dal Vada	Two pieces (total weight:- 70 gm) with a sachet of Chutney).
4.	Aloo Samosa	Two pieces (70 gm each) with a sachet of Tomato Sauce.
5.	Vegetable sandwich	100 gm with a sachet of Tomato Sauce.
6.	Aloo Bonda	80 gm with a sachet of sauce green Chutney.
7.	Paneer Pakora	One piece (total weight:-50 gm) with a sachet of Chutney.
8.	Bread Pakora	Two pieces (75 gm each) with a sachet of Tomato Sauce/ Green Chutney.
9.	Vegetable Patties	75 gm with a sachet of Tomato Sauce.

10.	Vegetable Chowmien	150 gm with a sachet of Tomato Sauce.
11.	Rajma/Chole with Rice	150 gm Rajma/Chole+150 gm Rice.
12.	Dal (per plate)	150 gm
13.	Seasonal Vegetable (per plate)	150 gm
14.	Paneer dish (per plate)	150 gm
15.	Rice (per plate)	150 gm
16.	Rajma/Chole	150 gm
17.	Romali Roti/Parantha	01 piece (50 gm)
18.	Gulab Jamun /Rasgulla	1 pc (20 gm)
19.	Rasmalai	One piece (30 gm)
20.	Tea	150 ml
21.	Coffee	150 ml
22.	Vegetable Soup	150 ml
23.	Grilled sandwich	Two Grilled breads with one sachet of sauce (100 gm)
24.	Bread Butter	Two Breads with 20 gm butter
25.	Veg. Biryani	350 gm
26.	Veg. Cutlet	01 Piece (70 gm)
27.	Veg. Spring Roll	01 Plate (180 gm, 2 Pieces)
28.	Dahi Bhalla	02 Pieces (320 gm for 2 Pieces)
29.	Veg. Chowmein	01 Plate (350 gm)
30.	Veg. Manchurian	01 Plate (400 gm for 6 Balls)
31.	Chola Bhatura	01 Plate (200 gm Bhatura and 200 gm Chole)
32.	Masala Vada and Chutney	02 Pieces (90 gm)
33.	Plain Dosa with Sambhar and Chutney	01 Piece (Plain Dosa 160 gm + Sambhar and Chutni 200 gm)
34.	Masala Dosa with Sambhar and Chutney	01 Piece (Masala Dosa 300 gm + Sambhar and Chutni 200 gm)
35.	Kachori	01 Piece (70 gm)
36.	Upma with Sambhar and Chutney	01 Plate (Upma 250 gm + Sambhar and Chutney 200 gm)
37.	Veg. Pakora	07 Pieces (140 gm)
38.	Subji Puri/Kulcha Subji	01 Plate (150 gm)
39.	Veg. Fried Rice	01 Plate (350 gm)
40.	Veg. Pulao	01 Plate (350 gm)
41.	Rasgulla	01 Piece (70 gm)
42.	Kaju Burfi	01 Kg.
43.	Sandesh	01 Piece (50 gm)
44.	Snacks for Meeting	Wafers (15 gm), Two Cookies (20 gm)
45.	Special Snacks for Meeting (Executive Snacks)	2 Dhokla/2 Samosa/2 Kachori/ 1 Paneer Roll/1 Paneer Pakora, Wafers (15 gm), Two Cookies (20 gm), One Sweet/Burfi

### 1.2 Schedule B (Lunch/Dinner Items):

Schedule B is consisting of following Lunch/Dinner Items which are to be provided as per requirement in Meetings/Conferences/Events etc.:

S. No.	Item Name	Description and Quantity
1	Lunch/Dinner (Non-Vegetarian) (Buffet)	Butter/Kadhaichicken, Dal, Seasonal Vegetable, Paneer Dish, Roti (Breads) (Tava/Tanduri), Pulao, Papad, Salad, Pickle, Raita, Soup, Sweet/Ice-cream (Total 750 gm)
2	Lunch/Dinner Vegetarian (Buffet)	Dal, Seasonal Vegetable, Paneer Dish, Roti (Breads) (Tava/Tanduri), Pulao, Papad, Salad, Pickle, Raita, Soup, Sweet/Ice-Cream (Total 650 gm)
3	Continental Lunch/Dinner (Buffet)	Chowmein,, Veg. Fried Rice, Veg. Manchurian/Assorted Vegetables Hot Garlic Sauce (Gravy), Boiled/Baked Vegetables, Sandwich, Veg./Non-Veg Cutlet, Russian Salad, Sweet/Ice-Cream (Total 650 gm)
4	South Indian Lunch/Dinner (Buffet)	Rice Idli, Sambhar Vada, Uttapam, Lemon Rice, Dahi Vada, Sambhar, Chutney & Kesar Halwa/Sweet. (Total 500 gm)

### 1.3 Schedule C (MRP Items):

Schedule C Items are all Packaged Products of Reputed Brands which are required to be supplied to DFCCIL Officers and Staff as well as to the Outsourced Personnel based on their Requisitions submitted to the Canteen Staff. These items may also be required to be supplied in Meetings/Conferences/Events etc. as per the requirement. Schedule C items are as follows:

Items	Description of Items
All Packaged Products of Popular Brands	Cold Drinks, Juices, Biscuits, Wafers, Namkeen, Nachos, Potato Chips, Milk Products, Packaged Drinking Water Bottles, Roasted Namkeen etc. Articles shall be made available in the Canteen with the approval of DFCCIL.

### 1.4 Schedule-D (Staff Coupons):

Staff Coupons are issued to DFCCIL Officers and Staff including Outsourced Personnel. These Coupons are used by them to purchase Items of Schedule-A and Schedule-C from Canteen by submitting Coupons.

### 2.0 General:

- (i) All Items are to be supplied in the hot/chilled condition as per the requirement. Cooking is not allowed in DFCCIL Corporate Office. Therefore, Contractor will have to make his own arrangement for supply of items of Schedule A and B from Base Kitchen (Source) to DFCCIL Corporate Office. Contractor has to use his own heating and freezing equipment in the space given in the DFCCIL Corporate Office for supply of items in the hot/chilled condition as per the requirement.
- (ii) Schedule A Items are to be supplied in Good Quality Food Grade Disposable Packing Material alongwith Disposable Spoons/Forks and Paper Napkeen of requisite quality.
- (iii) Items are to be supplied duly observing hygiene. Canteen premises handed over to the contractor will have to be maintained in neat and clean manner.
- (iv) Food Grade Hand Gloves are to be used while supplying food items.

**ANNEXURE-I**

Format of Bank Guarantee for Performance Security

Bank Guarantee No.: .....

Dated:

To,

Dedicated Freight Corridor Corporation of India Limited  
Metro Station Building Complex 5<sup>th</sup> Floor,  
Pragati Maidan, New Delhi.

Reference: Contract No....., awarded on .....

This deed of Guaranty made this day of \_\_\_\_\_ between \_\_\_\_\_ (name of Bank) having registered office at \_\_\_\_\_ and branch office at \_\_\_\_\_ (hereinafter referred to as "Bank") of the one part and

Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. \_\_\_\_\_ for construction of \_\_\_\_\_ (hereinafter called "the contract") to M/s \_\_\_\_\_ its registered office at \_\_\_\_\_ (hereinafter called "the Contractor").

Whereas the contractor is bound by the said Contract to submit to the Employer an irrevocable performance security guarantee bond for a total amount of Rs. \_\_\_\_\_ (Rs. in words).

Now, we the undersigned (Name of Bank official), of the bank being fully authorized to sign and to incur obligations for and on behalf of the Bank hereby declare that the said Bank will guarantee the Employer the full amount of Rs. \_\_\_\_\_ (Rs. in words) as stated above.

After the Contractor has signed the aforesaid contract with the Employer, the Bank further agree and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the Employer by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (in words) only.

We \_\_\_\_\_ (indicate the name of Bank), further undertake to pay to the Employer any money so demanded notwithstanding any dispute or dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

The payment so made by us (name of Bank) under this Bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

We \_\_\_\_\_ (indicate the name of bank), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by \_\_\_\_\_ (Designation & address of contract signing authority) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Notwithstanding anything to the contrary contained herein the liability of the bank under the guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Employer or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

Provided always that we \_\_\_\_\_ (name of bank) unconditionally undertake to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the Employer. If the guarantee is not renewed or the period extended on demand, we \_\_\_\_\_ (name of bank) shall pay the Employer the full amount of the guarantee on demand without demur.

We \_\_\_\_\_(indicate the name of Bank), to further agree with the Employer that the Employer shall have the fullest liberty without our consent and without effecting in any manner out of obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to power exercisable by the Employer against the said contractor and to forbear of enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liabilities by reason of such variation, or extension being and we shall not be relieved from our liabilities by reason of such variation, or extension being granted to the said contractor for any bearance act or omission on the part of the Employer or any indulgence by the Employer to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

The Guarantee hereinbefore contained shall not be affected by any change in the constitution of Bank or of the Contractor.

The expressions “the Employer”, the Ban” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

We \_\_\_\_\_ (name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

**Notwithstanding anything to the contrary contained hereinbefore:**

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs. \_\_\_\_\_ (in words).
- ii) This Bank Guarantee shall be valid from \_\_\_\_\_ to \_\_\_\_\_, unless extended on demand by Employer.



iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before \_\_\_\_\_.  
IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of \_\_\_\_\_ being herewith duly authorized.

Bank Seal

Signature of Bank Authorized Official with Seal

Name :

Designation:

Address:

Witness:

1. Name  
Designation  
Address

2. Name  
Designation  
Address

## ANNEXURE-II

### FORM OF AGREEMENT

*(TO BE EXECUTED ON A RS.100/-NON JUDICIAL STAMP PAPER)*

Name of the work: .....

This agreement is made on the ---day of ----- between DFCCIL herein after called “the Employer” of the one part and M/s-----herein after called “the contractor” of the other part.

Whereas the Employer is desirous that the work of ..... “Herein after called the “works” and has accepted a Tender by the contractor for the execution and completion of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
  - a) Letter of Acceptance (LOA).
  - b) Notice Inviting Tender.
  - c) Check List for Documents to be submitted.
  - d) Instructions to Tenderers.
  - e) General Conditions of Contract.
  - f) Special Conditions of Contract.
  - g) Scope of Canteen Services.
  - h) Financial Bid.
  - i) Corrigendum/Addendums if any.
  - j) Successful Tenderer’s Submittal.
  - k) All Tender Forms & Annexure.
  - l) The Bidder’s undertaking.
  - m) Documents to be submitted as per Check Sheet not covered in Successful Tenderer’s Submittal/Any Other Relevant Document.
3. In consideration of the payment to be made by the Employer to the Contractor as herein after mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by-----and remedy any defects therein in conformity in all respects with the provisions of the contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein. The Contract price of Rs.---- -----being the sum stated in the Letter of Acceptance subject to such additions thereto or

deductions there from as may be made under the provisions of the contract at the times and in the manner prescribed by the contract.

**5. OBLIGATION OF THE CONTRACTOR**

The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

**6. JURISDICTION OF COURT**

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all the disputes arising out of this agreement between the parties.

IN WITNESS WHERE OF the parties hereto have caused their respective Common Seals to be hereunto affixed/(or have hereunto set their respective hands and seals) the day and year first above written.

For and On Behalf of the Contractor

For and On Behalf of the Employer

Signature of the Authorized Official

Signature of the Authorized Official

Name of the Official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the Said

By the Said

.....Name

.....Name

.....

.....

On Behalf of the Contractor in the

On Behalf of the Contractor in the

presence of

presence of

Witness.....

Witness.....

Name.....

Name.....

Address.....

Address.....

Note:

\*to be made out by the Employer at the time of finalization of the Form of Agreement\*\*blanks to be filled by the Employer at the time of finalization of the Form of Agreement

\*\*\*TO BE DELETED IF NOT APPLICABLE

**ANNEXURE-III**

**CONSTITUTION OF THE FIRM/COMPANY**

1. Full name of Contractor's Company/Firm/Agency and Year of Establishment.

\_\_\_\_\_

2. Registered Head Office Address with Telephone No., Fax No. and E-Mail ID if any.

\_\_\_\_\_

- 3 Registered/Branch Office in India. \_\_\_\_\_

Address on which correspondence regarding this tender should be done.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Constitution of Firm/Company (Give full details including Name of Partners/Executives/Power of Attorney/Holders etc.) Documentary Evidence to be attached.

\_\_\_\_\_

5. Particulars of Registration with Government.

\_\_\_\_\_

**ANNEXURE-IV**

**Performa for Experience Certificates. {On the Letter Heads of the Issuing Government Departments/PSUs}**

M/s \_\_\_\_\_ has provided Canteen Services to this \_\_\_\_\_ Government Department/PSU.

The details are as under:-

1. Name of Work/ Service :
2. Agreement/ Contract Number :
3. Nature of Service Provided :
4. Date of Start of Service/Work :
5. Date of Completion of Service/ Work as per Contract. :
6. Actual Date of Completion of Work /Service :
7. Total Value of Work/Service during the Contract Period (if completed):
8. In case of Ongoing Work/Service, please indicate the payment made to the Contractor for Financial Year 2014-15, 2015-16, 2016-17 and from April 2017 till date.
9. Performance of the Contractor \_\_\_\_\_

## ANNEXURE-V

### DETAIL OF CONTRACTUAL PAYMENT RECEIVED IN LAST THREE FINANCIAL YEARS AND CURRENT FINANCIAL YEAR

S. No.	FINANCIAL YEAR	TOTAL TURNOVER in Rs.
1	2014-15	
2	2015-16	
3	2016-17	
4	2017-18	
	TOTAL	

- For Financial Years 2014-15, 2015-16 and 2016-17, Copies of the Audited Balance Sheet may please be attached.
- For 2017-18, Un-Audited Results of Turnover of the Company/Firm/Agency till date may be submitted Certified by the Chartered Accountant

**ANNEXURE-VI**

**Performa for Affidavit. {On the Letterhead of the Bidder}**

I..... Proprietor/Director/Partner of the Company/Firm/Agency M/s .....do hereby solemnly affirm that the Company/Firm/Agency M/s..... has never been blacklisted/debarred by any organization/office and there has not been any work/contract cancelled against them for poor performance in the last three years reckoned from the date of invitation of Tender.

Signature of Proprietor/Director/Partner

With Official Stamp.

**ANNEXURE-VII**

**Declaration for DFCCIL**

This is to confirm that I, \_\_\_\_\_ (Name of Authorized Person of Company/Firm/Agency),  
\_\_\_\_\_ (Designation of this Person) at \_\_\_\_\_ (Name of the Company/Firm/Agency),  
have passed the benefit of Input Tax Credit available on the \_\_\_\_\_ (goods/services) having  
HSN \_\_\_\_\_ supplied to the Dedicated Freight Corridor Corporation of India Limited after  
introduction of Goods and Services Tax w.e.f. 1<sup>st</sup> July, 2017.

Further, it is to confirm also that in case \_\_\_\_\_ (Name of the Company/Firm/Agency) will  
receive any further benefit in future after 1st July, 2017 by way of availing Input Tax Credits which  
were not allowed to be availed before 1st July, 2017 or reduction in Tax Rates or in any other  
manner which results in reduction of cost of the \_\_\_\_\_ Goods/Services supplied to the  
Dedicated Freight Corridor Corporation of India Limited, than we will pass that benefit to the  
Dedicated Freight Corridor Corporation of India Limited also.

Signature of the Authorized Person \_\_\_\_\_

Name of the Authorized Person \_\_\_\_\_

Designation \_\_\_\_\_

Name of the Company/Firm/Agency \_\_\_\_\_



**Annexure VIII**

**PRE CONTRACT INTEGRITY PACT**

**General**

This Pre-Contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2018, between, on the hand, the DFCCIL acting through Shri \_\_\_\_\_ (Designation of the officer), (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, (Designation/Chief Executive Officer) (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the CLIENT proposes to procure Canteen Services and the Canteen Services Agency (Contractor) is willing to offer/has offered for stores or works.

WHEREAS the Canteen Services Agency (Contractor) is a Private Company/Public Company/Government Undertaking/Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the CLIENT is a PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the CLIENT to obtain the desired said Canteen Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure Canteen Services Contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

## **1 Commitments of the CLIENT**

- 1.1 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with Canteen Services Contract , will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Canteen Services Agency either for themselves or any person, organization or third party related to the Canteen Services Contract, in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Canteen Services Contract.
  - 1.2 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDERS which could afford an advantage to that particular Canteen Services Agency in comparison to other BIDDERS.
  - 1.3 All the officials of the CLIENT will report to the appropriate Government/PSU office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) reported by the Canteen Services Agency (Contractor) to the CLIENT with full and verifiable facts and the same is prime facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the Canteen Services Contract process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the Canteen Services Contract would not be stalled.

### **3 Commitments of BIDDERS**

The Canteen Services Agency commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the Canteen Services Contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The Canteen Services Agency will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the Canteen Services Contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Canteen Services Contract .
- 3.2 The Canteen Services Agency further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Canteen Services Contract or any other Canteen Services Contract with the Government/PSU for showing or forbearing to show favour or disfavor to any person in relation to the Canteen Services Contract or any other Canteen Services Contract with the Government/PSU.
- 3.3\* Canteen Services Agency shall disclose the name and address of agents and representatives and Indian Canteen Services Agency shall disclose their foreign principals or associates.
- 3.4\* Canteen Services Agency shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 Canteen Services Agency further confirms and declares to the CLIENT that the Canteen Services Agency is the authorized Government/PSU sponsored agency and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or nay of its functionaries, whether officially or unofficially to the award of the Canteen Services Contract to the Canteen Services Agency nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Canteen Services Agency either while presenting the bid or during pre-contract negotiations or before signing the Canteen Services Contract shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection

with the Canteen Services Contract and the details of services agreed upon for such payments.

- 3.7 The Canteen Services Agency will not collude with other parties interested in the Canteen Services Contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the Canteen Services Contract.
- 3.8 The Canteen Services Agency will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Canteen Services Agency shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Canteen Services Agency also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Canteen Services Agency commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Canteen Services Agency shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Canteen Services Agency or any employee of the Canteen Services Agency or any person acting on behalf of the Canteen Services Agency, either or indirectly, is a relative of any of the officials of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the Canteen Services Agency at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The Canteen Services Agency shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

#### 4. **Previous Transaction**

- 4.1 The Canteen Services Agency declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The Canteen Services Agency agrees that if it makes incorrect statement on this subject, Canteen Services Agency can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Security Deposit**

5.1 Validity of Security Deposit shall be as per terms and conditions of the contract.

5.2 In case of the successful Canteen Services Agency a clause would also be incorporated in the Article pertaining to Security Deposit in the Canteen Services Service Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Security Deposit in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.3 No interest shall be payable by the CLIENT to the Canteen Services Agency on Security Deposit for the period of its currency.

6. **Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the Canteen Services Agency or any one employed by it or acting on its behalf (with or without the knowledge of the Canteen Services Agency) shall entitle the CLIENT to take all or any one of the following actions, wherever required:-

- i. The Security Deposit (after the Canteen Services Service Contract is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
- ii. To immediately cancel the Canteen Services Service Contract, if already signed, without giving any compensation to the Canteen Services Agency.
- iii. To recover all sums already paid by the CLIENT, and in cases of an Indian Canteen Services Agency with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Canteen Services Agency from the country other than India To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Canteen Services Agency. However, the proceedings with the other BIDDER(s) would continue.
- iv. With interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Canteen Services Agency from the CLIENT in connection with any other Canteen Services Service Contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Canteen Services Agency, in order to recover the payments, already made by the CLIENT, along with interest.

- vi. To cancel all or any other Contracts with the Canteen Services Agency. The Canteen Services Agency shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the CLIENT shall be entitled to deduct the amount so payable from the money(s) due to the Canteen Services Agency.
  - vii. To debar the Canteen Services Agency from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
  - viii. To recover all sums paid in violation of this Pact by Canteen Services Agency to any middleman or agent or broker with a view to securing Canteen Services Contract the contract.
  - ix. In case where irrevocable Letters of Credit have been received in respect of any Canteen Services Contract signed by the CLIENT with the Canteen Services Agency, the same shall not be opened.
  - x. Deleted
- 6.2 The CLIENT will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the Canteen Services Agency or any one employed by it or acting on its behalf (whether with or without the knowledge of the Canteen Services Agency, if an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the CLIENT to the effect that a breach of the provision of this Pact has been committed by the Canteen Services Agency shall be final and conclusive on this Canteen Services Agency However, the Canteen Services Agency can approach the Independent Monitors(s) appointed for the purpose of this Pact.

## 7. **Fall Clause**

- 7.1 The Canteen Services Agency undertakes that it has not supplied /is not supplying similar service at a rate (Service Charge) lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar services was supplied by the Canteen Services Agency to any other Ministry/ Department of the Government of India or a PSU at a lower rate (Service Charge), then that very rate, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Canteen Services Agency to the CLIENT, if the Canteen Services Service Contract has already been concluded This will not be applicable in those cases where DGR has revised the service charge which is higher than the earlier quoted service charge.

## 8. **Independent Monitors**

- 8.1 The CLIENT may appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultant with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitors notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDDER. The Canteen Services Agency will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and document of the Canteen Services Agency with confidentiality.
- 8.7 The CLIENT will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## 9. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Canteen Services Agency and the Canteen

Services Agency shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the CLIENT.

11. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**

12.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the Canteen Services Contract to the satisfaction of both the CLIENT and the Canteen Services Agency, including warranty period, whichever is later. In case Canteen Services Agency is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the Canteen Services Service Contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

**CLIENT**

**BIDDER**

**Name of the Officer**

**(Service Provider)**

**Designation**

**Dept./Ministry/PSU**

**Witness**

**Witness**

1. \_\_\_\_\_

1. \_\_\_\_\_



2. \_\_\_\_\_

2. \_\_\_\_\_

## Section – 7

### FINANCIAL BID

- 1.0 There are four schedules in the Financial Bid. However, the Bidder has to quote separate percentage Above/At Par/Below for Schedule-A and Schedule-B and separate percentage At Par/Below for Schedule-C respectively. The Schedule-D is regarding the reimbursement to the contractor of the staff coupons used by the DFCCIL officers and staff including outsourced personnel as per actual in purchasing Items of Schedule A and Schedule C.
- 2.0 The Financial Bid shall be evaluated on the basis of Sum Total of the value of Schedule-A, Schedule-B and Schedule-C quoted by the Bidder.
- 3.0 Accepted prices of the individual items in the schedules will be rounded off to nearest rupee for payment/purchase purpose. 50 Paise and more will be counted as next Rupee.  
(F.E. Rs. 1.49 = Rs. 1.00  
Rs. 1.50 = Rs. 2.00  
Rs. 1.51 = Rs. 2.00)

#### **4.0 Schedule of Rates and Estimated Cost:**

##### **4.1 Schedule A (General Items):**

<b>S. No.</b>	<b>Item Name</b>	<b>Description</b>	<b>Price Exclusive of GST (In Rs.)</b>
1.	Veg Thali	2 Chapati/Paratha, Dal- 150 gm, Paneer Dish -150 gm, Seasonal Veg.- 100 gm, Rice- 100 gm, Salad & Sweet (40gm) or Curd (90 gm).	69.20
2.	Sambhar Idli/Vada with Chutney	Two Vada/Idli of 100 gm, 150 gm Sambhar.	29.54
3.	Chana Dal Vada	Two pieces (total weight:- 70 gm) with a sachet of Chutney).	15.19
4.	Aloo Samosa	Two pieces (70 gm each) with a sachet of Tomato Sauce.	13.50
5.	Vegetable sandwich	100 gm with a sachet of sauce.	15.19
6.	Aloo Bonda	80 gm with a sachet of sauce green Chutney.	13.50
7.	Paneer Pakora	One piece (total weight:-50 gm) with a sachet of Chutney.	20.25
8.	Bread Pakora	Two pieces (75 gm each) with a sachet of Tomato Sauce/ Green Chutney.	13.50

9.	Vegetable Patties	75 gm with a sachet of Tomato Sauce.	13.50
10.	Vegetable Chowmien	150 gm with a sachet of Tomato Sauce.	21.94
11.	Rajma/Chole with Rice	150 gm Rajma/Chole+150 gm Rice.	37.13
12.	Dal (per plate)	150 gm	20.25
13.	Seasonal Vegetable (per plate)	150 gm	20.25
14.	Paneer dish (per plate)	150 gm	32.91
15.	Rice (per plate)	150 gm	15.19
16.	Rajma/Chole	150 gm	37.13
17.	Romali Roti/Parantha	02 pieces (50 gm each)	10.97
18.	Gulab Jamun /Rasgulla	1 piece (20 gm)	13.50
19.	Rasmalai	one piece (30 gm)	23.63
20.	Tea	150 ml	5.91
21.	Coffee	150 ml	7.59
22.	Vegetable Soup	150 ml	15.19
23.	Grilled Sandwich	Two Grilled breads with one sachet of sauce (100 gm)	39.05
24.	Bread Butter	Two Breads with 20 gm butter	23.81
25.	Veg. Biryani	350 gm	47.62
26.	Veg. Cutlet	01 Piece (70 gm)	20.95
27.	Veg. Spring Roll	01 Plate (180 gm, 2 Pieces)	66.67
28.	Dahi Bhalla	02 Piece (320 gm for 2 Pieces)	42.86
29.	Veg. Chowmein	01 Plate (350 gm)	66.67
30.	Veg. Manchurian	01 Plate (400 gm for 6 Balls)	95.24
31.	Chola Bhatura	01 Plate (200 gm Bhatura and 200 gm Chole)	76.19
32.	Masala Vada and Chutney	02 Pieces (90 gm) with Chutney	38.10
33.	Plain Dosa with Sambhar and Chutney	01 Piece (Plain Dosa 160 gm + Sambhar and Chutni 200 gm)	71.43
34.	Masala Dosa with Sambhar and Chutney	01 Piece (Masala Dosa 300 gm + Sambhar and Chutni 200 gm)	76.19
35.	Kachori	01 Piece (70 gm)	11.43
36.	Upma with Sambhar and Chutney	01 Plate (Upma 250 gm + Sambhar and Chutney 200 gm)	61.90
37.	Veg. Pakora	07 Pieces (140 gm)	20.95
38.	Subji Puri/Kulcha Subji	01 Plate (150 gm)	34.29
39.	Veg. Fried Rice	01 Plate (350 gm)	71.43
40.	Veg. Pulao	01 Plate (350 gm)	98.10
41.	Rasgulla	01 Piece (70 gm)	14.29
42.	Kaju Burfi	01 Kg.	666.67
43.	Sandesh	01 Piece (50 gm)	19.05
44.	Snacks for Meeting	Wafers (15 gm), Two Cookies (20 gm)	14.35
45.	Special Snacks for	2 Dhokla/2 Samosa/2 Kachori/	37.13

Meeting (Executive Snacks)	1 Paneer Roll/1 Paneer Pakora, Wafers (15 gm), Two Cookies (20 gm), One Sweet/Burfi
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<b>Estimated Cost of Schedule-A excluding GST</b>	<b>Rs. 25,23,218/-</b>
<b>Single Percentage Above/At Par/Below of the Estimated Cost of Schedule-A excluding GST</b>	_____ % <b>(In Figures)</b>
<b>Single Percentage Above/At Par/Below of the Estimated Cost of Schedule-A excluding GST</b>	_____ % <b>(In Words)</b>
<b>NOTE: The Percentage quoted by the Bidder shall be applicable on Prices of all the Items given in Schedule-A Above.</b>	

#### 4.2 Schedule B (Lunch Items):

S. No.	Item Name	Description and Quantity	Price Exclusive of GST (In Rs.)
1	Lunch (Non-Vegetarian) (Buffet)	Butter/Kadhaichicken, Dal, Seasonal Vegetable, Paneer Dish, Roti (Breads) (Tava/Tanduri), Pulao, Papad, Salad, Pickle, Raita, Soup, Sweet, Ice-cream (Total 750 gm)	300.42
2	Lunch Vegetarian (Buffet)	Dal, Seasonal Vegetable, Paneer Dish, Roti (Breads) (Tava/Tanduri), Pulao, Papad, Salad, Pickle, Raita, Soup, Sweet, Ice-cream (Total 650 gm)	242.19
3	Continental Lunch (Buffet)	Chowmein,, Veg. Fried Rice, Veg. Manchurian/Assorted Vegetables Hot Garlic Sauce (Gravy), Boiled/Baked Vegetables, Sandwich, Veg./Non-Veg Cutlet, Russian Salad, Sweet/Ice-Cream (Total 650 gm)	211.81
4	South Indian Lunch (Buffet)	Rice Idlli, Sambhar Vada, Uttapam, Lemon Rice, Dahi Vada, Sambhar, Chutney & Kesar Halwa/Sweet.(Total 500 gm)	176.19

<b>Estimated Cost of Schedule-B excluding GST</b>	<b>Rs. 12,37,709/-</b>
<b>Single Percentage Above/At Par/Below of the Estimated Cost of Schedule-B excluding GST</b>	_____ % <b>(In Figures)</b>
<b>Single Percentage Above/At Par/Below of the Estimated Cost of Schedule-B excluding GST</b>	_____ % <b>(In Words)</b>
<b>NOTE: The Percentage quoted by the Bidder shall be applicable on Prices of all the Items given in Schedule-B Above.</b>	

#### 4.3 Schedule C (MRP Items):

<b>Items</b>	<b>Description of Items</b>	<b>Price of Items</b>
All Packaged Products of Popular Brands	Cold Drinks, Juices, Biscuits, Wafers, Namkeen, Nachos, Potato Chips, Milk Products, Packaged Drinking Water Bottles, Roasted Namkeen etc. Articles shall be made available in the canteen with the approval of DFCCIL.	MRP

<b>Estimated Cost of Schedule-C excluding GST</b>	<b>Rs. 30,17,314/-</b>
<b>Single Percentage At Par/Below of the Estimated Cost of Schedule-C excluding GST</b>	_____ % <b>(In Figures)</b>
<b>Single Percentage At Par/Below of the Estimated Cost of Schedule-C excluding GST</b>	_____ % <b>(In Words)</b>
<b>NOTE: The Percentage quoted by the Bidder shall be applicable on Prices of all the Items given in Schedule-C Above.</b>	

#### 4.4 Schedule-D (Staff Coupons):

<b>Estimated Cost of Schedule-D excluding GST</b>	<b>Rs. 28,65,401/-</b>
<b>NOTE: Staff Coupons are issued to DFCCIL Officers and Staff including Outsourced Personnel. These Coupons are used by them to purchase Items of Schedule-A and Schedule-C.</b>	

**NOTE:**

- (i) Cooking is not allowed in DFCCIL Corporate Office. Therefore, Contractor will have to make his own arrangement for supply of items of Schedule A and B from Base Kitchen (Source) to DFCCIL Corporate Office. Contractor has to use his own heating and freezing equipment in the space given in the DFCCIL Corporate Office for supply of items in the hot/chilled condition as per the requirement.
- (ii) The Prices of Items featuring in Schedule A are inclusive of Good Quality Food Grade Disposable Packing Material, Disposable Spoons/Forks and Paper Napkeen as permissible.
- (iii) Bidder is required to quote percentage for Schedule A, B and C items in the given format of excel sheets on website [www.tenderwizard.com](http://www.tenderwizard.com). Only percentage quoted online shall be considered for tender evaluation.

- (iv) The percentage should be quoted in figures and words. If there is any variation between the percentage quoted in figures and words, the percentage quoted in words shall be taken as correct percentage.

-----End of Tender Documents-----