Tamil Nadu Physical Education and Sports University Melakottaiyur, Chennai 600 127

# CANTEEN CONTRACT - 2024 - 2025

# **TENDER DOCUMENT**

Issued by

Tamil Nadu Physical Education and Sports University, Chennai. 600 127

### Section I

### NOTICE INVITING TENDER

### Tamil Nadu Physical Education and Sports University Melakottaiyur, Chennai 600 127

Date of Issue	17.11.2024
Tender No	Lr.No.3938/TNPESU/R5 Canteen Contract/2024
Last date for receipt of duly filled in tenders	02.12.2024 at 12.00 noon
Date and Time of the opening of Tender(Two Bids)	02.12.2024 at 03.00 p.m.
Cost of Application Fee	Rs.500/-
EMD Amount	Rs.16000

Note: The bidders are requested to sign on all the pages. The duly filled in bid should be sealed by the bidders and superscripted as "Tender for running Canteen in Tamil Nadu physical Education and Sports University".

*Tamil Nadu physical Education and Sports University* invites sealed tenders for running of canteen in TNPESU Campus, Melakottaiyur, Chennai - 600 127.

The tender document may be downloaded from website <u>www.tnpesu.org</u>. The interested party/person shall have to submit the Demand Draft of **Rs.16000/- EMD** at the time of submission of tender. The bid shall have to be submitted after duly filled, sealed and signed and sent to the above mentioned address. All the bidders should submit a demand draft of in favour of "**The Registrar, Tamil Nadu Physical Education Sports University**" payable at Chennai, as theearnest money deposit (EMD) in the separate sealed cover. The EMD of unsuccessful Contractors shall be refunded within 90 days after finalization of the contract without any interest.

### Section II

### **INSTRUCTION TO BIDDERS**

### 1. GENERAL TERMS AND CONDITIONS

1.1 Please read terms and conditions carefully before filling up the document.

Incomplete Non filling of required column in the tender document will be rejected.

- 1.2 Before submitting the tender, ensure that all self-attested document are attached along with the technical bid.
- 1.3 All pages of the tender document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the terms and conditions of this tender.
- 1.4 Tender shall be submitted in official tender form only. If submitted in any other form the same shall be summarily rejected. No bidder shall submit more than one tender form.
- 1.5 No paper shall be detached from the tender.
- 1.6 The name and address of the bidder shall be clearly written in the space provided and no overwriting, correction, insertion shall be permitted in any part of the tender unless duly countersigned by the bidder. The tender should be filled in and submitted in strict compliance with the instructions laid down therein, otherwise the tender is liable to be rejected.
- 1.7 Person signing the bid or other documents connected with the tender must clearly write his/her name and also specify the capacity in which signing.
- 1.8 The University has reserves the right to reject any or all the tenders without assigning any reason.
- 1.9 Before submitting the filled-in tender document to the University, the bidders may seek clarifications, if any, from Registrar / Finance Officer / Tender Section either in-person or through postal, mail of the TNPESU during working hours.By taking prior appointment the proposed contractor may inspect the canteen.
- 1.10 The University reserves the right to change any condition of the tender before of opening of the bids and the same will be uploaded in University website as Corrigendum.

### 2. The Contractor will have to fulfill the following criteria:-

- 2.1 The Contractor shall have minimum of Five years experience in running such cafeteria/catering/canteen services and served for a minimum of 500 people in Government/Private organization (Proofs should be enclosed).
- 2.2 Contractor should enclose their list of clients/ list of catering services/ hotel/ restaurant etc., run by him (with details of periods) and also attached the

Experience/conduct certificate from the previous organization from who he/she served as contractor.

- 2.3 The tender shall be submitted in the prescribed form downloaded from the University.
- 2.4 Annual turnover for running of cafeteria/catering/canteen services atleast Rs.10,00,000/- (Rupees Ten Lakhs only) in each of the last three years *i.e* from 2021-2022, 2022-2023 & 2023-2024 as per audited statement of account by the Chartered Accountant (copy should attached).
- 2.5 GST registration of the firm/individual running canteen is mandatory.

### 3. The Contractor should invariably submit his tender in three sealed covers viz.

- (i) EMD covers
- (ii) Technical bid cover
- (iii) Commercial bid cover

### 3.1. EMD Cover

- i. EMD cover should contain EMD of Rs.16,000/- (Rupees Sixteen Thousand only) in the form of demand draft from any nationalized bank and DD of Rs.500/- (Rupees Five Hundred only) for cost of application in favour of "The Registrar, Tamil Nadu Physical Education Sports University" payable at Chennai should be submitted along with the EMD. Thetender without prepayment of EMD and tender document fee will be out rightly rejected.
- ii. The EMD amount will be refunded to unsuccessful bidders within 90 days from the date of finalization of the contract. However application money not refunded.
- iii. EMD will be liable to be forfeited, if the contractor selected for the work failsto sign the formal agreement or to start the work within the date stipulated in the work order.
- iv. The EMD remitted will not bear any interest for the period retained by the TNPESU.

### 3.2. Technical bid cover

#### Technical bid should contain the following:-

- i. Original copy of priced tender form (except commercial bid documents)
- ii. Proof of business carried out by the Contractor during the last Five years.
- iii. The Contractor should furnish details regarding nature of their firm/Pvt Ltd/Public company/LLP/if any having valid registration certificate provided by regulatory body with name and address of partners/proprietors/directors, if any.

- iv. Attested copies of all details of registration such as company/firm/hotel business/Restaurant/ Catering *etc.*
- v. Income proof, P&L audited statement of account for last three years i.e from 2021-2022, 2022-2023 & 2023-2024.
- iv. GST registration certificate

### 3.3. Commercial bid cover

- i. The commercial Bid shall be put in a separate cover superscripted as **"Canteen Contract 2024-2025 TNPESU"**.
- ii. The rates shall be quoted in respect of the list of items proposed to be sold as mentioned in Table 1 and Table 2.

### 4. Execution of AGREEMENT and payment of SECURITY DEPOSIT

- 4.1. The successful Contractorafter award of contract should execute an agreement for the fulfillment of the contract with The Registrar, TNPESU Chennai and handover the same to TNPESU within, 5 working days from the receipt of the letter of acceptance of the tender. If the same is not executed within, 5 working days the order will be cancelled and EMD amount forfeited.
- 4.2. In case the successful Contractor fails to deposit the security amount and execute necessary agreement within 5 working days from the date of receipt of acceptance of tender, the earnest money deposit of Rs.16,000/- (Rupees Sixteen Thousand only) shall be forfeited and the tender will be held as non-responsive.
- 4.3 The successful Contractor shall be required to deposit an amount of **Rs.50,000/-**(**Rupees Fifty Thousand only**) as security deposit after the issue of work order and before the execution of the agreement, in the form of demand draft of any nationalized /scheduled bank only in favour of "**The Registrar, TNPESU**" payable at Chennai. No interest shall be paid on suchsecurity deposit, which shall remain with the University during the continuance of the contract and it shall be released only after three months on the expiry of termination of the contract subject to clearance of all dues by the contractor.

### 5. Special Terms and Conditions

- a) TNPESU will offer for setting up a canteen inside the campus in the ground Floor of GYM which is situated within the campus situated at Melakottaiyur. The space is inclusive of counter, display racks with storage facilities, distribution point and seating area with round table and chairs within the allotted area as applicable.
- b) The timing of canteen and cafeteria should be adhered according to the direction of TNPESU.

- c) TNPESU will not bear the expenditure for the setting up of stall /infrastructure.
- d) The Canteen should be in well planned and more aesthetic view with proper aeration and lighting arrangement. The decoration made by the contractor at their own cost and not from TNPESU
- e) The table, chairs, sofa and tea poi shall be provided by the bidder It should be sufficient enough for the 30-40 persons at a time for canteen
- f) All food items shall be branded, well processed and packed.
- g) The arrangement sketch of canteen showing all requirements shall be submitted along with the quotation. The approval of sketch will be given along with supply order, thereafter no changes entitled.
- h) The canteen should be installed with Exhaust fan in kitchen area at the cost of contractor.
- i) The contractor shall pay a sum of Rs.4,000/- (Rupees Four Thousand only) per month as a rent for canteen and it needs to be remitted to TNPESU before 5<sup>th</sup> every month. It may be remitted as Demand Draft in favour of "The Registrar TNPESU" payable at Chennai. Necessary taxes if applicable will be borne by the contractor.
- j) The contractor has to submit refundable security deposit of Rs.50,000/-(RupeesFifty Thousand only) towards installation of Electrical sub-meter and required to paythe electricity charges on actual basis, along with pro-rata fixed charges. This shall be paid on or before 5<sup>th</sup> of every month on monthly meter reading basis separately by the contractor.
- k) The contractor shall be responsible for maintaining hygiene at the allotted space and for the disposal of wastages and silage generated from the canteen and cafeteria operations.
- I) No non-recyclable plastic or plastic containers are allowed to use in the campus.
- m) The contractor should hand over the premises in the same condition as it was given to them at the time of occupying and if any damages found, the charges should be recovered from the contractor.
- n) The contractor shall not keep the canteen and cafeteria closed on working days. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by TNPESU, as it may deem fit.

- o) On award of the contract, the successful Contractor will have to file full details of the staff/crew/labour employed by him along with copy of Aadhar card with TNPESU administration along with copies of documents to prove their identity.
- p) The Contractor will be responsible for obtaining verification certificate from the police department in respect of all employees deployed by him.
- q) The contractor shall submit to TNPESU a list of all workers engaged by him, indicating name, age, home address, qualifications mobile no, etc., and would also intimate as and when any change takes place. The Contractor shall not at any time engage any minor to carry out the work under the contract.
- r) The contractor shall maintain attendance and wages registers for all workers engaged under the contract at TNPESU and shall also take out Workmen's' Compensation Insurance Policy. The payment of wages to workers must be made as per rules in vogue. Proof of wages shall be submitted to TNPESU administration on a monthly basis.
- s) The contractor shall comply with all existing labour legislations and Acts, Provisions as applicable, such as Contract Labour Regulation Act, Workmen's' Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act etc. For any lapse or breach on the part of the contractor in respect of non-compliance of any labour legislation in force during the validity of the contract, the contractor would be fully responsible and would indemnify the University, in case the TNPESU is held liable for the lapse if any, in this regard.
- t) The contractor shall have to make own arrangements for the accommodation of his staff outside the premise of TNPESU Chennai. The staff will not be allowed to stay inside the campus. However, they may permit under special approval of the Competent Authority of TNPESU, if needed.
- u) The contractor shall ensure that his staff shall follow proper personal hygiene while in service.
- v) The staff engaged by the contractor shall: (a) Show professional courteous behavior at all times. (b) Wear neat and clean work clothes, etc. (c) will not smoke beedies, cigarettes or take alcoholic drinks in the campus and they are not allowed to chew pan, gutka, tobacco items etc.
- w) The contractor shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.

- x) TNPESU reserves the right to call upon the contractor to remove any person employed/working in the canteen and cafeteria, if found unsuitable for services on account of hygiene or health or conduct or any other administrative reasons. The contractor will have to issue identity cards to its employees employed in the canteen and cafeteria. TNPESU reserves the right to disallow the person not having the identity card.
- y) The contractor's crew shall not be allowed to use any service area situated outside the allotted area.
- z) All the workers engaged by the contractor for carrying out tasks under this contract shall be deemed to be the employee of the contractor only. The contractor shall be solely responsible for purpose of their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The contractor shall also provide its workers uniform, photo-identity cards which shall be checked by the TNPESU as and when necessary.
- aa) TNPESU shall not be responsible for the release of benefits, such as Provident Fund, ESI, Pensionary benefits or allowances. Any changes in the Minimum Wages Act or in any other labor legislation/provisions or other statutory obligations during the validity period of the contract shall be the responsibility of the contractor.
- bb) Contractor shall not sell any cigarette, beedy, pan, alcohol and other banned items etc. in the canteen and cafeteria and in the TNPESU premises, if anyone is found indulged in thesebusinesses the person shall be asked to leave the campus immediately and the contractor shall be liable to lose the contract for breach of this condition including losing of Security Deposit.
- cc) The contractor and his staff shall abide by various rules and regulations of TNPESU as prevalent from time to time.
- dd)The contractor and his staff shall comply with all instructions and directions of the TNPESU authorities given from time to time. In the event of any emergent situation prevails, the staff of the contractor shall comply with instructions given by the TNPESU authorities, without waiting for confirmation by the contractor.
- ee)Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
- ff) The contractor shall undertake that any act of omission or commission including theft damage to the University property, by his staff shall be his sole responsibility

and further that he would compensate the University immediately, any loss or damage or theft occurring on account of his staff individually or collectively.

- gg)TNPESU would have the right to terminate the contract without notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of TNPESU rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the contractor or his staff. The decision of TNPESU's administration in this regard would be final and binding on the contractor. In such an event, TNPESU shall have the right to engage any other contractor to carry out the task at the risk and cost of the existing contractor. For violation of any terms and conditions of the tender, security deposit will be forfeited. If the contractor fails to provide the service as per the tender condition, TNPESU will make alternate arrangement from any other source. If TNPESU requires making the payment at the higher rate the difference amount will be recovered from the contractor either from the pending bills or from the security deposit.
- hh)TNPESU reserves the right to terminate the contract without giving any notice in case the contractor commits breach of any of the terms of the contract. TNPESU decision in such situation shall be final and shall be accepted by the contractor without any objection or resistance. The contract will be extendable by mutual agreement till alternate arrangements are made.
- ii) If the contract is terminated by the contractor without giving stipulated period of notice or fails to observe the terms and conditions of the tender, letter of award for the contract and the agreement signed by the contractor with the University, the security deposit will be forfeited without prejudice to the TNPESU management's right to proceed against the contractor for any additional damage that the University suffers as a result of the breach of the aforesaid terms and conditions.
- jj) The period of contract is for **one year** from the date of award of contract for running canteen in TNPESU. However the contract could be renewed further for two terms of one year each solely at the discretion of TNPESU authority.
- kk) If contract renewed for further period **10% hike** in rental charges & security deposit need to borne by the contract on each such occasion.

- II) The contractor should not transfer the contract of the canteen and/or cafeteria services or sublet the same to anybody which may be treated as a breach of contract and the contract shall be liable to terminate without any prior notice with consequent penalty including forfeiture of security deposit. All expenses whatsoever for re-tendering the services will be recovered from the contractor.
- mm)The contractor shall not do any trade or business for hire, transfer, assign, pledge or sub-contractor its right and liabilities under this contract premises illegally in part or in full in any manner.
- nn)Contractor should maintain Transportation, food, medical and any other requirements in respect of persons deployed in TNPESU and this TNPESU will have no liabilities in this regard.
- oo)The Right to fix and revise menu, Rental charges, Security Deposit, is reserved with the TNPESU.
- pp)The contractor shall obtain comprehensive insurance coverage, including their all renovation, furniture, equipment and or/ other items installed or stored which belongs to the contractor.
- qq)In the event of expiry or earlier termination of contract for any reason whatsoever, the contractor shall be entitled to remove his goods kept in the canteen and cafeteria premises and the fitting, fixture and furniture installed by the contractor at the aforesaid premises. I TNPESU under no circumstances not bearing any expense for clearing.
- rr) The Housekeeping, washing of utensils, disposal of used materials, waste management should be maintained at their own cost, TNPESU need not borne any amount. If improper maintenance occurs, the contract will be immediately terminated and the expenses recovered from their deposit
- ss) All equipments for preparing, storing, transporting, distributing and serving of all the food items shall be arranged at contractor's cost.
- tt) The contractor shall ensure the supply of purified drinking water at free of cost.
- uu)Any damages occurred by the contract in the TNPESU campus will be rectified by their own cost.
- vv)Under any circumstances, if any of the party does not want to continue the contract, it can be withdrawn by giving three month notice.

ww) The Registrar TNPESU reserves the right to withdraw/relax any of the terms and condition mentioned above, so as to overcome the problem encounter at a later stage.

### 6. ITEMS SOLD

- 6.1 The food items containing ingredient of good quality. And all items sold should be with excellent quality and hygienic.
- 6.2 The contractor should not keep any packed items for sale which has already surpassed the date of expiry.
- 6.3 The packed items should be sold only as quoted in commercial bid or MRP which ever less.
- 6.4 The item details and rate of selling should be displayed in bold and visible manner.
- 6.5 The displayed rate should have break up of selling price and GST legible.

### 7. PENALTY

- 7.1 The University reserves the right to impose penalty (to be decided by the TNPESU authorities) on the contractor for any serious lapse in maintaining the quality and the services willfully or otherwise by the contractor or his staff or for any adulteration.
- 7.2 If the University is not satisfied with the quality of eatables served, services provided or behavior of the contractor or his/her employees, the contractor will be served with 24 hour notice to improve or rectify the defect(s), failing which the TNPESU will be at liberty to take appropriate necessary steps as deemed fit.
- 7.3 Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at the area in which the Chennai campus of the I University is functioning and only the said courts shall have jurisdiction to entertain and try such action(s) and/or proceedings to the exclusion of all the other courts
- 7.4 The rental charges is for **Rs.4000/** per month, delay in paying rental charges in stipulated time penalty up to 14% will be levied on the due amounts. Similarly for electricity charges.

7.5 The usage of water resources will be charged for preparation/Processing of food items, processing for drinking water supply and for cleaning.

### 8. Bid Evaluation criteria

- 8.1 For the purpose of bid-evaluation the rental charges is fixed.
- 8.2 The contract should quote competitive rates for selling of List of Items proposed to besold at TNPESU.
- 8.3 The contractor should offer competitive discount on MRP on branded items Offeredwould also be reckoned for evaluation.

### **Declaration**

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

Signature of the Contractor

Date:

Place:

Name and Designation: with Office Seal

### Section – III

### Tamil Nadu Physical Education and Sports University

### CANTEEN CONTRACT 2024-2025 - TECHNICAL BID

1.	Name and address of the company/agency with Phone No. and E-Mail ID, if any	:	
2.	Registration Number and date of registration of Company/ Co-operative/ Agency / LLP / Firm / if any	:	
3.	Year of Establishment	:	
4.	Type of Organization (Whether proprietorship, partnership, Private Ltd., Company or Co-operative body etc. In case the applicant is a non-individual, Certified copy of a Partnership deed/ Certificate of Incorporation/ Certificate of Registration issued by the Registrar of Cooperative Societies/ as the case may be enclosed)	:	
5.	PAN Number (photocopy to be enclosed	:	
6.	Service tax, Sales Tax/VAT Regn., GST No. (Number & photocopy of certificates to be given)	:	
7.	FSSAI Registration No:	:	
8.	Local Municipal Corporation	:	
9.	Health License	:	
10	Details of Application Fee DD/PO No. & date Drawn on Bank	:	
11	Details of EMD amount DD/PO No. & date Drawn on Bank	:	
12	Length of Experience in the field	:	

	Experience if any in dealing with		
	Central Educational University/Govt.		
	Departments (Indicate the names of	_	
13	the Department and years of dealing	:	
	with those Departments and attach		
	copies of contracts order placed on the		
	firms).		

I /Firm/Company do hereby declare that all the information given above is true to the best of my Firm/Company knowledge and belief.

Signature and seal

Note: 1) Please read Tender carefully and fill up the above information

2) Sealed Cover bearing Tender No. and Date

### Section IV

#### TAMIL NADU PHYSICAL EDUCATION AND SPORTS UNIVERSITY

#### **COMMERCIAL BID**

#### TENDER FOR PROVIDING CANTEEN AND CAFETERIA SERVICES AT TNPESU, CHENNAI

Name of the Agency:
 Address of the Agency:
 Name of the Person :

## Table-1: List of items proposed to be sold at Canteen, TNPESU.

S.No	Items	Amount in Rupees including GST
1	Idli (2 nos.), Chutney, Sambar	
2	Pongal, Chutney, Sambar	
3	Upuma, Chutney, Sambar	
4	Roast Dosa, Chutney, Sambar	
5	Plain Dosa, Chutney, Sambar	
6	Masal/Rava/Ghee Dosa , Chutney,	
7	Chapatti (2 nos), Khurma/Channa	
8	Paratha(2 nos), Khurma/Channa	
9	Poori(2 nos), Khurma/Channa/Potato Masala	
10	Medu/Masala Vada, Sambar	
11	2 bread slices, 10 gms butter in chiplet, Omlette of one egg with tomato ketchup	
12	Standard Tea (150 ml)	
13	Standard Coffee(150 ml)	
14	Ginger tea (150 ml)	
15	Lemon tea (150 ml)	
16	Limited Meals (Rice of fine quality (150 gms), sambar of dal (75 gms), rasam (100gms), 2 items of vegetable poriyal, (100 gms each), curd (50 gms), pickle)	
17	Unlimited Meals (Rice of fine quality, sambar of dal, rasam, 2 items of vegetable poriyal, curd,payasam, sweet, pickle)	
18	Variety Rice (Sambar/Lemon/Tomato/Curd/Tamirind/Coconut/etc Rice(150 gms), 1 item of Vegetable Poriyal(75 gms), pickle)	
19	Spl Rice (In Basmati Rice) Vegetable Biryani/Jeera/Ghee/Veg Fried/ etc. (150 gms), Khurma/Channa/Potato Masal/ tomato ketchup (100 gms), Onion Pachadi (40 gms)	
20	Mushroom biryani/cashew pulav/paneerpulav/etc. (150 gms), Khurma/Channa/Potato Masal/tomato ketchup (100	

	gms), Onion Pachadi (40 gms)
21	Chicken dish
22	Chicken biryani (250 gms), Onion Pachadi (40 gms)
23	Chicken gravy (200 gms)
24	Chicken 65 (100 gms)
25	Egg Biryani Rice(200 gms), Onion Pachadi (40 gms)
26	Boiled egg with pepper (2 nos.)
27	Omlette with 1 no. of egg
28	Fried egg (100 gms)
29	Samosa (60 gms), tomato ketchup
30	Veg/Egg puffs (150 gms)
31	Dahivada (1 no.)
32	Baji (1 no.)
33	Onion Pakoda (100 gms)
34	Alooparota
35	Cutlet (100 gms), tomato ketchup
36	Panipoori, Baelpuri,masalapoori (100 gms),
37	Chilli Gobi, Gobi Manchurian, Chilli Mushroom, Mushroom Manuchurian(100 gms)
38	Veg. Noodles (150 gms) with tomatoKetchup
39	Egg. Noodles (150 gms) with tomatoKetchup
40	Egg Fried Rice(200 gms), Onion Pachadi (40 gms)/tomato ketchup
41	Vegetable pulao(150 gms), Onion Pachadi (40 gms)
42	Vannila milkshakes (150 ml)
43	Strawberry milkshakes(150 ml)
44	Chocolate milkshakes (150 ml)
45	Sweet lime juice (150 ml)
46	Fresh lime juice (150 ml)
47	Apple juice (150 ml)

48	Pomegranate juice (150 ml)
49	Pineapple juice (150 ml)
50	Orange juice (150 ml)
51	Grape juice (150 ml)
52	Watermelon juice (150 ml)
53	Lessi (150 ml)
54	Ice Cream*
55	Soft Drinks*
56	Water Bottles*

Rate includes items such as paper cup, paper plate, tissue paper, hand wash, tomato ketchup etc., \*The rates may be as per MRP.

(Note: The tender can add items in separate annexure and will be considered only the two or more tenders quoted same items)

I am herewith offering \_\_\_\_% ( Percent) discount from maximum retail price (MRP) to sell the items and any other items prescribed by the authority from time to time.

Date :

Name, Signature & seal of the

Place :