

Tender Notice No. : PU/Misc. -1 /14-15(1)

Dated: 12-07-2014

Sealed Quotations are invited from reputed concerns for operating the Food Court at the Presidency University Premises at 86/1 College Street, Kolkata – 700 073 as per the terms and conditions attached herewith (Annexure – I). The following food items are to be delivered from the Food Court are to be quoted:

- CHINESE
- SOUTH INDIAN
- CHAATS
- PIZZA
- LIVE PASTA
- SHAWARMA
- INDIAN CURRIES AND THALIS
- SANDWICHES & BURGERS
- BEVERAGES COLD & HOT INCLUDING SHAKES, SMOOTHIES & JUICES
- ICE-CREAM AND DESSERTS LIKE PASTRIES / CAKES ETC.

The Bidder may incorporate any special items in addition to the above. The Prices of the above items should be concessional compared to the prevailing market prices.

The tender should consist of two separate sealed covers: (i) Cover – I containing Technical Bid and Declaration in the Form under Annexure – II and (ii) Cover - II containing the Price Bid in the form of separate Quotations in the Compan / Firm's Letterhead for the items mentioned above. Those two covers should again be put in another sealed Cover addressed to the Registrar, Presidency University, 86/1 College Street, Kolkata – 700 073 and duly superscripted with the present Tender Notice No. and Date.

The tender fees and refundable EMD of Rs.2,500/- and Rs.30,000/- in the form of two separate Demand Drafts in favour of Presidency University payable at Kolkata should be put in Cover – I.

The sealed tenders will be received in the Office of the Finance Officer, Presidency University, Kolkata, PIN: 700 073 on or before 18-07-2014 by 3 P.M.

The Cover - I will be opened on 18-07-2014 at 3.30 P.M. in the Office of the Finance Officer, Presidency University, Kolkata. The Cover – II of the tenderers whose Cover – I documents are in order will be opened on the same day.

The Authority of PRESIDENCY UNIVERSITY, Kolkata does not bind itself to accept the lowest priced bid and reserves the right to reject any or the entire tender bids received without assigning any reason thereof. In case of any dispute, the decision of the University authority shall be final and binding on the bidders.

ANNEXURE – I

GENERAL TERMS AND CONDITIONS

1.0 General Conditions:

- 1.1 The OPERATING AGENCY shall be operating the Food Court from the premises at Presidency University, 86/1 College Street, Kolkata 700 073.
- 1.2 Prices of the items to be sold by the OPERATING AGENCY shall be concessional compared to the prevailing market prices and affordable to the general students community of the University.
- 1.3 The OPERATING AGENCY may engage its work force / manpower for catering services at the Food Court. Presidency University shall have no responsibility or liability. However the OPERATING AGENCY shall furnish the complete details of the manpower deployed in the Food Court. Presidency University shall not bear any responsibility for the wages, post-retirement benefits and other direct and indirect costs relating to such workers deployed by the OPERATING AGENCY.
- 1.4 The OPERATING AGENCY shall be provided with the kitchen equipments, cooking utensils & other utensils and water purifier like Aqua-guard required for catering and also other essential materials for the Food Court services as per the list of inventories to be provided by the University at the time of execution of the Agreement with them. All the above items will be the assets of Presidency University. The OPERATING AGENCY is to take care of the premises & equipments therein given by Presidency University and shall be fully responsible for the security of the same. Any item beyond the list, if required by the OPERATING AGENCY, shall have to be arranged by them at their own cost and shall remain under their ownership and for such items separate Inventory Register shall be maintained by the University.
- 1.5 Violation of any terms and conditions contained in the Agreement would entail cancellation of the Agreement and proceeding for eviction and damages.
- 1.6 Presidency University will have the rights to inspect its own items in the Food Court as mentioned in 1.3 at any time to ensure their existence and conditions.
- 1.7 Presidency University will not bear any costs towards consumption of LPG cylinders and cost of maintenance of all furniture, water purifiers, water cooler, refrigerators, fly catchers, etc. used in the Food Court premises.
- 1.8 Presidency University shall provide electricity, fuel (LPG) and water at the Food Court without any charges / costs to the OPERATING AGENCY. Presidency University will not bear any cost of raw materials of foods to be sold by OPERATING AGENCY from the Food Court.

2.0 **Obligations of OPERATING AGENCY:**

- 2.1 The OPERATING AGENCY will use the premises only for the purpose for which it is allotted subject to such restrictions and conditions as may be prescribed in writing by Presidency University from time to time and will run the Food Court regularly in accordance with the terms of Agreement. The OPERATING AGENCY shall keep all resources ready for uninterrupted services in the canteens.
- 2.2 The OPERATING AGENCY will keep the premises neat, clean & hygienic and not to cause of any damage to and / or modify the building or its boundary or its fittings and fixtures / furniture and not to add or erect any structures either temporary or semi-permanent or permanent to the existing premises or on the land adjacent to it without the written consent of the Presidency University.
- 2.3 The OPERATING AGENCY will keep the Food Court, kitchen, store room, kitchen equipments, utensils and washing area clean and in hygienic condition, ensure mopping of floor with disinfectant at regular intervals and keep the floor perfectly neat and clean. The furniture (tables & chairs) used must be dusted and wiped with disinfectant every day. It will ensure three stage cleaning (detergent, normal water and hot water) of the utensils, glasses, cutlery items, cups and plates before preparing

any dish and use and similarly after use. The OPERATING AGENCY will take care of all cost.

- 2.4 The OPERATING AGENCY will store the raw materials / prepared food in hygienic & covered condition.
- 2.5 The OPERATING AGENCY will ensure personal hygiene of all the staff engaged in the Food Court. All the catering staff must have proper dress code. They must put on neat and clean dress; have short hair & trimmed nails. Use hand gloves, headgear & clean suits. Serve with smile.
- 2.6 The OPERATING AGENCY will ensure that no Food Court staff with any ailment / disease will be deployed in any job of canteen and the OPERATING AGENCY will get all their engaged persons medically certified as fit and who are free from communicable contagious diseases by approved Registered Medical Practitioner recognized by Indian Medical Council & to be renewed every year & should submit the same at the time of issue of gate pass. The OPERATING AGENCY shall also ensure periodic medical check up/ test of such employees as required by Government regulation.
- 2.7 The OPERATING AGENCY will obtain food agreement from statutory authority.
- 2.8 The OPERATING AGENCY shall not sell Tobacco product, bettle (pan), alcoholic / intoxicating drinks & ensure that the premises are maintained as "Non Smoking Zone".
- 2.9 The OPERATING AGENCY shall not store obnoxious, explosive material causing nuisance in the premises.
- 2.10 The OPERATING AGENCY will not transfer or part with the possession of the premises or any part thereof in any form or sublet the premises.
- 2.11 The OPERATING AGENCY will permit authorized Presidency University Official / representative at any time during the period of agreement to enter into the Food Court premises to inspect / survey if required & take steps to attend to short falls, if any expeditiously.
- 2.12 The OPERATING AGENCY will deliver vacant possession of the premises, cooking utensils, furniture, equipment, fitting & fixtures in proper shape / running condition on expiry of this agreement or sooner on the termination of this agreement.
- 2.13 The OPERATING AGENCY has to return all the assets given for use, in case they have to leave Presidency University.
- 2.14 The scheduled premises mentioned below together with its fitting and fixture shall at all times remain as sole and exclusive property of Presidency University and it is treated as public premises under the PP Act.
- 2.15 The OPERATING AGENCY will not encroach upon the land / property belonging to Presidency University, Kolkata, in the vicinity of the premises.
- 2.16 The OPERATING AGENCY will not indulge in or commit any act violating of law or public policy and not to undertake any activity prejudicial to the interest of Presidency University.
- 2.17 The OPERATING AGENCY will not involve in offences punishable under IPC or other law of the country.
- 2.18 The OPERATING AGENCY will ensure that all fruits and vegetables and other ingredients are of standard quality. The OPERATING AGENCY shall ensure good quality of the served items.
- 2.19 The OPERATING AGENCY will abide by the instruction on safety, welfare & other norms prevalent in Presidency University.
- 2.20 The OPERATING AGENCY will not use polythene bags, plastic cups for any purpose inside the premises.
- 2.21 The OPERATING AGENCY will comply with all provisions of law regulatory or otherwise including bye-law, notification order, award in connection with or incidental to running of business and obtain Agreement, registration required for the purpose at its own cost.
- 2.22 The OPERATING AGENCY will comply all the provisions of extant laws, statutory enactments, rules and regulations laid down by the Govt. as applicable & Presidency University nowhere shall have any liability on account of non compliance or

violation thereof and OPERATING AGENCY shall indemnify in case Presidency University is saddled with any liability.

- 2.23 To address the general complaints received from the employees, students and visitors regarding operation of the Food Court a suggestion / complaint register / box will be provided in the Food Court building and The OPERATING AGENCY will attend to the complaints in consultation with Presidency University.
- 2.24 The OPERATING AGENCY shall follow the guidelines and suggestions of the Food Court Managing Committee of Presidency University.
- 2.25 The OPERATING AGENCY will indemnify the Presidency University against any claim, order, direction, arising out of any action, omission, damage of any asset, property etc. in the Food Court premises, if any, caused by any staff member(s) deployed by the OPERATING AGENCY.
- 2.26 The OPERATING AGENCY must ensure frequent visit of its officials to Presidency University for improving of Food Court services.

3.0 Validity and Termination:

3.1 This initial agreement shall be valid for a period of one year from the introduction of service. Further the extension may be considered subject to the satisfactory performance of the OPERATING AGENCY.

3.2 In case OPERATING AGENCY or Presidency University desires to discontinue the service, a 45 (forty five) days notice from the either side to be communicated vice versa.

ANNEXURE - II

TECHNICAL BID DOCUMENT

FORMAT TO BE FILLED BY THE BIDDER FOR OPERATING THE FOOD COURT AT PRESIDENCY UNIVERSITY, KOLKATA

- 1. Name of the Tenderer :
- 2. Status of the Tenderer : (attach documents, if registered company/partnership/propriety ship)
- 3. Address (Head Office / Registered Office) with Phone No. and e-mail id :
- 4. Present Address with Phone No. and email id:
- 5. Name of Proprietor / Managing partner/ Managing Director / authorised signatory (attach details)
- 7. Income Tax return / Clearance Certificate (latest) (attach attested copy) :
- 8. Name and address of at least three largest Customers with no. of foot fall per day: (attach copies of documentary evidences)
- Name and address of Vendor's bankers and attach a Solvency Certificate from the Bank or provide the audited statement of accounts of last three years :
- 10. Income Tax Permanent A/c No. (attach copy) :

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- 11. VAT / CST Registration No. (attach copy of the certificate)
- 12. Service Tax Registration No. (attach copy of the certificate)
- 13. Trade Licence / ROC Certificate No. : (attach copy of the certificates)
- 14. Details of Tender Fees & EMD Bank Drafts No., Date issuing Bank with branch and Amount:

DECLARATION

- 2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
- 3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
- 4. I/ we am / are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
- 5. Each page of the tender document and papers submitted by my Company/ Firm is authenticated, sealed and signed, and I take full responsibility for the entire documents submitted.
- 6. I/ our firm / company am / is not currently debarred or blacklisted in PRESIDENCY UNIVERSITY, Kolkata or in any national organization or educational institute/university for any supplies, products or services,.

Signature of the Authorized Person

Date : -----

Full Name_____

Place : -----

Designation with Seal