

**GOVERNMENT OF TRIPURA
DIRECTORATE OF HIGHER EDUCATION,
SHIKSHA BHAWAN, OFFICE LANE,
AGARTALA, TRIPURA WEST.**

No.F.3(127-8)-DHE/CASH/2015/928(2) Dated, Agartala the 10th July, 2017

NOTICE RE-INVITING TENDER

Sealed Tenders are invited from the authorized and eligible agencies for setting up of office canteen in the office premises of Siksha Bhavan at Office lane Agartla / Tender document with details can be downloaded from the url- **www.highereducation.tripura.gov.in & www.tenders.gov.in.**

Please visit website:

www.highereducation.tripura.gov.in www.tenders.gov.in for details.


(Dr. B.Palit)

Director
Higher Education Deptt.
Tripura.

1. The Editor, Daily Desherkatha, Agartala, with a request to publish the advertisement in your local daily on _____ and send the bill in arranging payment.
2. The Editor, Dainik Sambad, Jagannath Bari Road, Agartala with a request to publish the advertisement in your daily on _____ and send the bill in triplicate for arranging payment.
3. The Cashier, State Project Directorate (RUSA) for information and necessary action.

**GOVERNMENT OF TRIPURA
DIRECTORATE OF HIGHER EDUCATION,
SHIKSHA BHAWAN, OFFICE LANE,
AGARTALA, TRIPURA WEST.**

NOTICE INVITING TENDER

No.F.3(127-8)-DHE/CASH/2015

Dated: 10/07/17

Sealed item rate tender is hereby invited on behalf of the Directorate Of Higher Education, Government of Tripura from the Registered/Licensed/Authorized, experienced and reputed Canteen/ Catering Operators having experience in Government/Government Undertaking/Public/Private for operating the Canteen at Shiksha Bhawan building, at Office Lane, Tripura (West), up to **11/07/2017** till 3:30 PM. The tenders will be opened on **25 /07/2017** unless delayed, which will be informed accordingly.

TERMS AND CONDITIONS:-

Sl. No.	Name of Work	Estimated Cost	Security Deposit	Last Date of Receiving Tender	Time for Completion
1.	Operation and Management of office Canteen at Shiksha Bhawan building, at Office Lane, Agartala	-	Rs.50,000/-	25/07/2017 at 3:30 PM	60 (Sixty) Days

Security Deposit should be deposited in the form of **Bank Demand Draft** of any schedule bank guaranteed by Reserve Bank of India only by the selected bidder before signing of the agreement. Tender forms including terms and conditions can be downloaded from www.highereducation.tripura.gov.in/www.tenders.gov.in . Tender(s) may be sent through Registered Post /Speed post only or may be dropped in the office of the Director of Higher Education, Shiksha Bhawan, Office Lane,Agartala, Tripura (W) within stipulated date and time (25/07/2017) at 3.30 p.m mentioned above. The authority reserves the right to accept or reject any tender and to cancel the bidding process and reject all tenders at any time prior to the award of contract without assigning any reason thereof.

Signature of Supplier /Contractor

(Dr. B.Palit)
Director
Higher Education Deptt.
Tripura.

TENDER DOCUMENT FOR OFFICE CANTEEN

1. The terms and conditions for the award of contract is annexed as Annexure I
2. The tender should be submitted in two parts:
 - i) Pre-qualification and Technical Bid in a separate sealed envelope duly super scribed and
 - ii) Financial Bid in another sealed envelope duly super scribed.

The two sealed envelopes containing bids are to be put in a third envelope which should also be sealed and super scribed as "Tender for office Canteen and addressed to the "Director of Higher Education, Agartala, Tripura (West)". The tender is to be submitted to the Office of the Director, Higher Education on or before the last date and time of receipt of the tender.

3. The Pre-qualification and Technical Bid should contain:-
 - i) Details of the Tenderer (Annexure II)
4. The Financial Bids should contain the best competitive rates without any compromise on the quality of the eatables to be served. The Tenderer has to quote for all items given in Annexure III, else it will be treated as incomplete bid and is liable to be rejected. The overall/total rates (cumulative total for rates quoted for each item) will be considered for awarding the contract.
5. A Committee duly constituted by the Office may visit the Tenderer`s working place on any day after opening of the Prequalification and Technical Bid and assess the performance/quality of food items and services provided. The evaluation shall be based on presentation, quality, feedback from clients, service quality, hygiene, cleanliness, efficiency in handling cash transactions etc.
6. The Financial Bids of only those tenderer`s will be considered who qualify the Pre-qualification and Technical Bid and are short listed on the basis of assessment of the performance by the Committee on its visit.
7. The Tenderer should have an annual turnover above Rs. 10.00 lakhs in any of the previous 3 years to qualify for consideration of his tender.
8. The Tenderer should have 03 years of experience in the Canteen/Cafeteria/Catering business, out of which at least 02 years experience should be in running the Canteen/cafeteria of a reputed educational/official place to qualify for consideration of his tender.
9. The Director reserves the right to accept /reject any or all tenders without assigning any reason thereof.
10. Important Details:
 - a. Security Deposit: **Rs. 50,000/-** (*only to be Submitted by the Selected bidder before signing of the Agreement)

- b. Place of Submission: Office of the Director, Directorate of Higher Education, New Education Complex, Office Lane, Agartrala-799001.
- c. Last Date and Time for Submission: 25/ 07 /2017 upto 3.30 p.m.
- d. Date, Time and Place of Opening of the Tender: 26/07/ 2017 at 4.00 p.m (tentative).
in the Chamber of Head of Office, Directorate of Higher Education.

11. Evaluation of Tenders:

The purchaser will evaluate and compare the tenders determined to be substantially responsive i.e. which

- a. are properly signed and
- b. conform to the terms and conditions and other pre requisites of documents .

Annexure I - TERMS AND CONDITIONS

1. The successful Tenderer ((hereinafter called as the Contractor) shall be required to execute a contract with the Office. Under exceptional circumstances, the Office reserves the right to change any of the terms and conditions mentioned herein as and when warranted. The duration of the contract will be for a period of two years tentatively commencing from the date of signing of the contract. The contract, however, may be renewed every 2 year thereafter for a further period of two years at the discretion of the Office.
2. In case of any dispute arising out of the interpretation of the terms and conditions of the contract, the decision of the Director, Higher Education shall be final and binding.

Payments to Office.

3. The Contractor shall be required to furnish a Performance Security at the time of signing of the agreement for an amount of Rs.50,000/- in the form of an Account Payee DD, Fixed Deposit, or a Bank Guarantee from a commercial bank in favour of “ D.D.O, Directorate of Higher Education, Tripura (West)”. Failure to furnish Performance Security by the Contractor shall constitute sufficient grounds for the annulment of the agreement.
4. The Performance Security shall be kept with the Office and it shall be refundable upon termination of agreement. However, if during the agreement, the contractor withdraws his services and/ or fails to discharge his services according to terms & conditions of the agreement and up to the satisfaction of the Office, the said Security shall be forfeited.
5. The Contractor shall also pay the following sums to the Office:

SI.No.	Head	Amount (in Rs)
1	License / Rent Charges	Rs 10,000/- per month
2	Water Charges	To be borne by the contractor as per actual charges.
3	Electricity Charges (for kitchen Area) on actual basis(sub-meter reading)	To be borne by the contractor as per actual charges.
4	Gas Pipe Connection (if used) on actual basis(meter reading)	To be borne by the contractor as per actual charges.

Timings/Days

6. The Canteen shall be kept open on all working days throughout the duration of the agreement. The timings shall be from 9.30 a.m. to 5.30 p.m. The contractor may be asked to provide skeleton services beyond working hours.
7. The Contractor may be asked to open the Canteen on Sunday(s) and gazetted holiday(s) as per the requirements of the Office.
8. The Contractor may also be asked to close the Canteen temporarily even on working day(s).

Quality and Place of Service

9. The Contractor shall maintain punctuality in providing the services.
10. The Contractor shall provide certain items, out of approved ones, on regular basis in consultation with the Canteen Committee. The Contractor shall not be allowed to add any item other than finalized at the time of signing this agreement. However, if he desires to add any item in the list, he must have to seek the permission of the Office for the item and its rate as well.
11. The Contractor shall provide services to the members of the Office Staff in the Staff Room/Offices/Departments etc. if required.
12. He shall be required to make special arrangement for breakfast/lunch/dinner for the Office, extracurricular activities and/or other activities organized by the Office, as and when required by the Office.

Prices/Rates of Items

13. The rate of each item as approved by the Office, shall be applicable during the period of agreement. The Contractor shall display approved Rate list and menu conspicuously in outside the Canteen premises. No rate will be revised without the approval of the Office.
14. The Contractor shall not charge prices more than the approved prices for each item. He shall not sell items on credit. If he sells, then it will be at his own risk.
15. The Contractor may be asked to arrange lunch/meals/refreshments for Office personnel, extracurricular and/or other activities organized by the Office at the rates negotiated with the members of the Office.

Quality of Items

16. The Contractor shall comply with rules, regulations and byelaws laid down by Central/State Health Authorities like FSSAI, relating to preparation and supply of food items, beverages etc.
17. All materials used by the Contractor for preparation of food items, eatables, beverages, etc. shall be fresh and of wholesome quality.
18. The Director, Higher Education shall have the right to reject any or all of the food items and beverages etc. which in the opinion of the Office are not of standard quality. The Contractor will immediately make good any loss of items rejected, which may arise on this account. Sub-standard items are to be destroyed immediately.

19. The Contractor shall be responsible for all costs and/or damages claimed by the consumers due to ill effects of food items, beverages etc. served in the cafeteria.

Running and Maintenance

20. The Contractor shall obtain certificate/License from concerned authority like Govt. of Tripura/ Municipal Corporation of Agartala for running the Canteen in Office premises.
21. The Contractor should have valid Trade License and Valid Food License for Operating/running the Canteen. They should have valid Commercial LPG/TNGCL gas connection. Self attested copies of the relevant documents are to be submitted along with the Bid.
22. The Contractor shall fulfill all the obligations arising out of the contract himself and shall not enter into any sub-contract for running the Office Canteen in any manner whatsoever. Violation of this clause shall constitute sufficient grounds for the annulment of the award and forfeiture of Security.
23. The Office shall provide space for kitchen, water and electricity connection. The Contractor will have to arrange all articles, furniture and fitment of Electric Sub Meter to be used in the Canteen. He shall not make any changes in the existing structure/space. The access to the space allotted to him will be as per the conditions and in the mode as prescribed and regulated by the Office from time to time. The Office reserves the right to inspect the premises allotted to him at any time.
24. The Contractor has to ensure that Cafeteria Premises is used only for the purpose of running the Cafeteria services by himself and/or his staff and not for any other purpose, whatsoever. He shall not be authorized for any kind of sub-letting the premises in any manner. Violation of this clause shall constitute sufficient grounds for the annulment of the award and forfeiture of Security.
25. The contractor shall ensure that the canteen premises are not used to provide catering service for commercial purposes outside the Office.
26. The Contractor shall arrange for all equipments like cooking stove, cooking gas cylinders (as per his requirement), refrigerator, juice machine boilers, utensils, crockery and items of similar nature of good quality at his own cost. He shall maintain the said items in a proper and hygienic conditions for due discharge of obligations in respect of running of canteen.
27. The Contractor shall also arrange almirahs/racks required for storage of food stock/materials. He shall store them in a neat, tidy and hygienic manner. The Office will not be responsible for any loss or damage done or caused to its stock/materials, etc., on account of theft or any other reason, whatsoever.
28. The Contractor shall be responsible for maintenance and up keep / cleanliness of canteen premises (including furniture, fixtures, and other equipment's) and its surroundings to the satisfaction of the Office at his own cost and expenses. He shall also be responsible for the safe and hygienic disposal of the canteen waste.

29. The Contractor shall be fully responsible for replacements or repairs of the space made available to him in case of any breakage or loss and/or damage to them arising out of negligent handling by him/any of his employee(s).
30. The Contractor shall observe and abide by all fire, safety and security regulations of the concerned local authorities (Agartala Municipal Corporation) and/or of the Office.
31. The Contractor shall comply with any other instruction issued to him by the Office from time to time related to running the cafeteria.
32. The Contractor or his Staff will not indulge himself/themselves in selling/serving of any Tobacco Product, Alcohol or any other intoxicating product of any form. Violation of this clause shall constitute sufficient grounds for the annulment of the award and forfeiture of Security.

Inspection

33. The Contractor shall allow and facilitate the Higher Authorities/Canteen Committee Member(s) to inspect canteen related to hygiene or otherwise - premises, arrangements for preparation and service of food items etc. He shall follow directions given by them for smooth running of the canteen.

Engagement of Staff

34. The Contractor shall employ sufficient and competent staff under his supervision for the fulfillment of the obligations under this agreement at his own cost. If applicable, he himself shall be responsible to pay to his employees, the minimum wages and /or other statutory payments like bonus/EPF etc as per the relevant laws/ Acts, as amended from time to time.
35. The Contractor shall employ only such persons as are declared medically fit, as certified by the Govt. hospital in Tripura. No such employee will be under the age of 18 years. Documentary evidence will be provided by the Contractor.
36. The Office shall never be treated as the employer of these employees and shall not be concerned with the terms and conditions of their employment.
37. The Contractor shall also be fully responsible for payment of any compensation etc. in case of any injury/casualty or mishap to any of his employees during Canteen working hours.
38. The Contractor shall obtain license under the Contract Labour Law, as applicable, from time to time and all other requisite licenses at his own cost from the Appropriate Authorities. He shall comply with the terms and conditions of the license(s) and all other relevant and necessary provisions of the Contract Labour Act and the Rules framed there under and all such other provisions of laws in any enactment or otherwise laid down by any authority from time to time, it being clearly understood and agreed upon that the entire responsibility for compliance thereof shall always be of the Contractor.
39. The Contractor shall ensure that only authorized employees remain in the premises beyond normal working hours / night with specific approval of Office Authorities. He shall

be required to withdraw all other unauthorized employees from the Office premises immediately upon receipt of complaint.

40. The Contractor shall provide complete list of workers he engages along with their residential address, photographic Identity and other details to the office.

Discipline

41. The Contractor shall provide employees with proper uniforms & identity cards. His employees and workers shall at all times be neatly and properly dressed in uniforms and shall wear identity cards provided to them.
42. The Contractor shall, at all times, ensure disciplined, decent and courteous behavior by his employees while they remain in premises of the Office. He shall be responsible and liable for all acts, deeds, misdeeds and conduct of his employees.
43. In case any of the employees of the Contractor indulges in any act of indiscipline, misbehavior or slogan, shouting or indulges in violent act(s) or abets others in doing so, at the Office premises then such employee shall be subject to the discipline of the Office. The Contractor shall also be required to fully indemnify the Office from any loss, damage or consequence arising out of his acts, deeds, misdeeds or conduct.
44. The Contractor shall ensure that none of his staff is involved in any illegal activity such as sale/supply of drugs and other prohibited items.
45. The Contractor shall not keep / sell items like tobacco & other health hazard products.

Indemnification by Contractor

46. The Contractor shall at all times keep the Office effectively indemnified against all actions, suits, proceedings, costs, damages, charges, claims and demands in any way arising due to anything done or omitted to be done by the staff of Contractor.

Payment of Statutory Dues/Taxes etc

47. The Contractor shall be wholly responsible for payment of any and all taxes including, but not limited to Sales Tax/Service Tax/VAT, duties, Cess under various Acts, Rules, Orders and Notifications etc. issued and as amended from time to time by the Central or State Governments or any local authority or body. The Department shall not be liable to pay such taxes, rates, duties etc., whether existing or which may accrue in future for the period of contract.

Termination of Agreement

48. Notwithstanding anything contained herein, the Office shall have the right to terminate the agreement by giving one month's notice in writing to the Contractor without assigning any reason thereof.
49. In the event of the Contractor committing a breach of any of the terms and conditions of this Agreement, the office shall be entitled to either impose a penalty of Rs.1,000/- per violation or terminate this Agreement immediately without notice and without assigning any reasons thereof and shall have the right to forfeit the security.

50. The Office can also terminate the Agreement immediately on the occurrence of any event which, in the exclusive opinion of the Office, necessitates the termination of this Agreement forthwith with or without forfeiture of security.

Obligation of Parties on Expiry/ Termination of Agreement

51. On expiry / Termination of the tenure of the agreement NO DUES CERTIFICATE must be submitted in the Director of Higher Education.
52. On the Expiry / Termination of this Agreement, the Contractor shall stop functioning and hand over the vacant possession of the canteen premises peacefully together with furniture, fixtures and equipments etc, if any, as provided by the office in good condition to the Office. His occupation of the premises after such termination will be deemed to be that of a trespasser and he shall be liable to pay damages.
53. On the Termination/Expiry of this Agreement, the higher Authorities shall forfeit/refund the security in full or part (after adjusting any dues, if pending) to the Contractor without interest.

Dispute and Amendment

54. In case of any dispute arising out of the interpretation of the terms and conditions of the agreement, the decision of the Director, of Higher Education shall be final and binding.
55. Any amendment to this agreement shall not be valid and binding on the parties, unless it is made in writing and signed by both the parties.
56. **Dispute settlement:-**

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the Terms and conditions and instructions hereinbefore mentioned and of workmanship or materials used on the work or as to any other question, claim, right matter or thing whatsoever, in any way arising out of or relating to the contract, Terms and Conditions, estimates, instructions, orders or those, conditions or otherwise concerning the work / supply or the execution or failure to execute the same whether arising during the progress of the work, supply or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Director of Higher Education, Government of Tripura. It will be no objection to any such appointment that arbitrator so appointed is a Government servant, that he had to deal with the matters to which the contract relates and that in the course of his duties, as Government servant, he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, Director of Higher Education or as aforesaid at the time of such transfer, vacation of office on inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by Director of Higher Education or as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to the arbitration at all.

In all cases, where the amount of the claim in dispute is Rs. 50,000 (Rupees fifty thousand) and above, the arbitrator shall give reasons for the award.

Subject as aforesaid the provisions of the Arbitration act, 1940, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this part.

It is also a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this part together with the amount or amounts claimed in respect of each such dispute.

It is also a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this part together with the amount or amounts claimed in respect of each such disputes.

It is also a term of the contract that if the contractor(s) do / dose not make any demand for arbitration in respect of any claim(s) in writing **within 90 days** of receiving the intimation from the Government that the bill is ready for payment. The claim of the contractor(s) will be deemed to have been waived and absolutely barred and the Government shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.

The Arbitration proceedings shall be held at Agartala, Tripura, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

Annexure II – Pre-Qualification & Technical Bid (Details of the Tenderer)

1. Name of the Tenderer: _____

2. Address : _____

3. Year of Establishment and years of experience _____

(The Tenderer should have 05 years of experience in the Canteen/Cafeteria/Student Hostel Mess /Catering business, out of which at least 02 years of experience should be in running the Canteen/Cafeteria of a reputed educational institution. Registration/License No.

(Attested Photocopy of the License is to be attached. The Tenderer must have valid Trade License and Valid Food License for Operation/running the Canteen/cafeteria.)

5. Sales Tax No. _____

(Attested Photocopy of the Sales Tax Certificate is to be attached)

6. PAN Card No. _____

(Attach attested Photocopy of the PAN card. A Copy of the Income Tax Return for the previous year 2015-16 may also be enclosed)

7. Annual turnover in the last three years (Attach documentary proof)

Financial Year	Amount (in Rs)
2014-15	
2015-16	
2016-17	

(The Tenderer should have an annual turnover above Rs. 10.00 lakhs in any of the previous 3 years to qualify for consideration of his tender. years to qualify for consideration of their tender.)

8. Details of Past Contracts and Present Contracts undertaken.

(A separate sheet may be attached for details. Also attach documentary proof thereof.)

Sl. No.	Details of Past Contracts (Executed)	Period	Name of the Institution/Organization	Category of the Institution/Organization (Govt./Semi Govt./Public/Private)

Sl. No.	Details of Present Contracts (in hand)	Period	Name of the Institution/Organization	Category of the Institution/Organization (Govt./Semi Govt./Public/Private)

9. Details of Manpower Resources available _____

10. I/We hereby undertake that all the terms and conditions as per Annexure I of the Tender Form are acceptable to me/us.

Dated :

Signature of the Tenderer with Stamp

Annexure III – FINANCIAL BID : LIST OF FOOD ITEMS WITH RATES

Rates are to be provided against each item in Rupees and for items where quantity/size is not mentioned, the quantity/size, as to be offered by the tenderer is to be mentioned by the tenderer along with rate for each size/quantity.

1. Tea (per cup) 100 ml. _____
2. Hot Coffee (per cup) 150 ml. _____
3. Tea (Tea Bags) 100 ml. _____
4. Soft Drink 200 ml/300 ml/500 ml _____
5. Mineral water (half & 1 ltr.) (Branded quality) _____
6. Ice Cream, Wafers, Chocolates, toffees etc.
(only branded items) _____p/Packed _____
7. Biscuits (Branded quality only) _____
8. Samosa (per piece) 100 gm. _____
9. Kachori (two piece) per piece 50 gm. _____
10. 4 poories with alo vegetable/Chana 100 + 150 gm. _____
11. Vegetable Sandwich Big Size _____
12. Omlete (1 egg with two bread slices) _____
13. Omlete (2 egg with two bread slices) _____
14. Boiled Egg (1piece) _____
15. Egg Roll 150 gm. _____
16. Chow mine (full plate) 300 gm. _____
17. Chow mine (Half plate) 150 gm. _____
18. Spring Roll 150 gm. _____
19. Noodles per pkt. _____
20. Vegetable Rolls 150 gm. _____
21. **Lunch Thali (Veg) available between 1.30p.m. to 2.00 p.m.** _____
(i) 1 kadi/dal/rajma (ii) 1 dry vegetable (iii) Rice (iv) 4 puris/4 chapattis (v) 1curd/raita (v)
With pickle and salad (vi) Papadam
22. **Lunch Thali (Non Veg) available between 1.30p.m. to 2.00 p.m.** _____
(i) 1 kadi/dal/rajma (ii) 1 Fish/Egg/Chicken item (iii) Rice (iv) 4puris/4 chapattis (iv)
1curd/raita (v) With pickle and salad (vi) Papadam

Signature of the Tenderer

Name:.....

Stamp

DECLARATION:-

I / we have gone through carefully all the tender conditions and solemnly declare that I / we will abide by any penal action such as disqualification or black listing or termination of contract or any other action deemed fit, taken by, the department against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

I / we hereby declare that, I / we have not been black listed / debarred / suspended in any department in Tripura or in any other state of India due to any reason, what so ever.