



Tender No. THDC-IHET/ RENTING CANTEEN AREA /2024/01

TENDER DOCUMENT

TENDER

**FOR “RENTING CANTEEN AREA” AT THDC-IHET,
BAGIRATHIPURAM, NEW TEHRI, TEHRI GARHWAL**

TO

THE DIRECTOR,

THDC Institute of hydropower

Engineering and Technology,

Bhagirathipuram, Tehri - 249124

TENDER NOTICE

TENDER TITLE: *RENTING CANTEEN AREA*

TENDER REF NO: *THDC-IHET/ Renting of Canteen/2024/01*

TENDER PUBLISH DATE: *25/09/2024*

PRE BID MEETING DATE: *30/09/2024 at 11:00 AM*

LAST DATE OF TENDER SUBMISSION: *10/10/2024 (at 10:30 AM)*

BID OPENING DATE: *-10/10/2024 (at 11:00 AM)*

1. PREFACE:

Sealed Tenders are invited by the THDC Institute of Hydropower Engineering and Technology (hereinafter referred to as 'THDC-IHET') under Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies/Firms/Agencies for **“RENTING CANTEEN AREA”** at **THDC-IHET, TEHRI** for **1 YEARS** on the terms and conditions mentioned in the tender document.

2. NAME AND ADDRESS OF THE AUTHORITY

Director,

THDC Institute of Hydropower

Engineering and Technology, B.Puram- 249124.

Phone: 01376-236816, E mail: thdcihet001@gmail.com, director@thdcihet.ac.in

2.1 ADDRESS FOR DOWNLOADING TENDER DOCUMENT: <http://www.thdcihet.ac.in>

Sub:-For “RENTING CANTEEN AREA” at THDC-IHET, B.Puram, New Tehri

1. REQUEST FOR TENDER (RFT):

On behalf of The Director THDC-IHET, New Tehri, we invite the Two Bid system (Technical & Financial) from eligible bidders for Renting Canteen Area at THDC-IHET, B.Puram New Tehri.

The agencies/parties interested in responding to this RFT must submit their bids physically at THDC-IHET with all necessary documents and information requested herein.

Brief Details of the Tender:

S.No.	Name of the work & location	Details
i	Tender fee :	INR 1000/-
ii	Tender No. :	THDC-IHET/ RENTING CANTEEN AREA /2024/01
iii	Submission of Earnest Money Deposit (EMD)	EMD equal to Rs.5,000/- in the form of Demand Draft/Pay order only in the name of “Director, THDC Institute of Hydropower Engineering and Technology”, payable at B.Puram
iv	Last date of the Submission/ Receipt of the Tender (Part I and Part II)	10/10/2024 (at 10:30 AM)

Financial bids for only those bidders will be opened who are declared qualified in technical evaluation. The date and time for opening of financial bids shall be separate and the date will notified in the college website, for further clarification or documents as required may visit the institute.

All details regarding the subject RFT are available on websites: www.thdcihet.ac.in

Any changes/modifications/corrigendum in connection with this RFT will be intimated through websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. THDC-IHET shall not be liable to send any individual information or issue a public notice.

2. SUBMISSION OF BIDS

- i. The cost of tender document is Rs.1000/-(Rupees One Thousand Only). Payable by Demand draft/Pay order in favor of “Director, THDC Institute of Hydropower Engineering and Technology”, payable at SBI, B.Puram. The cost of tender may be submitted along with Technical bid in the form of a Demand draft/Pay order in favor of “Director, THDC Institute of Hydropower Engineering and Technology”, payable at SBI, B.Puram. The cost of tender document is NON-REFUNDABLE. Tender submitted without cost will be rejected.
- ii. Duly filled Tender accompanied with all related documents & annexure must be submitted (by hand/ registered post/ speed post) at the office of the Director, THDC-IHET, B.Puram, Tehri- 249124 on or before **10/10/2024 (at 10:30 AM)**.
- iii. Tenders without Tender fee and Earnest Money are liable to be rejected.
- iv. The tender will be submitted in two Envelop systems.
 - a) **Envelope No-I**: - Eligibility documents & Technical Bid.
 - b) **Envelope No-II**: - Price Bid.
- v. The Earnest Money Deposit (EMD) of **Rs. 5,000/-** is required to be submitted in the form of a Demand Draft from a nationalized bank, which must reach Director office THDC-IHET, Bhagirathipuram before closure of the tender in the manner prescribed herein.
- vi. The Bidder should have successfully performed in running canteen services OR Catering services OR Restaurant for at least **Two Years** OR having own similar kind of business.
- vii. The Canteen of the aforesaid building shall be taken up on a rental basis. The contract

is being offered for an initial period of one year and further extendable by one year subject to review of performance after one year.

- vi Bids should be submit (by hand/ registered post/ speed post) by downloading the file after filling up the rent offered for canteen space utilization as well as for items without any alterations/cuttings etc. Such cuttings/alteration etc. even if accompanied by signature shall be liable to be rejected on such grounds.

The bidders are required to submit the following documents for technical evaluation:

- Acceptance of Technical Bid (prepared on Company's Letterhead).
- Copy of PAN No.
- Copy of Demand Draft submitted towards Earnest Money Deposit of Rs.5,000/- as mentioned in technical bid or MSME Registration Certificate.
- Copy of required Experience Certificate (Satisfactory Completion Certificate) as per point no. (vi) of submission of bid.
- Valid registration/ food license/ other licenses with appropriate govt. authorities (on the date of opening of tender).
- Certificate/undertaking that the firm has not been blacklisted/debarred by any Govt. Department.(on Non-Judicial Stamp Paper)
- **Complete tender document duly signed and stamped on each page** by the bidder in token of having understood and agreed to the terms and conditions mentioned.
- Validity of tender shall be for 60 days from the date of opening of tender.

CRITICAL DATES FOR TENDER

1 Publishing Date-	25/09/2024
2. Pre-Bid Meeting	30/09/2024
3. Bid Submission Start Date-	26/09/2024
4. Bid Submission End Date-	10/10/2024
5. Bid Opening Date-	10/10/2024

The Area of the canteen to be rented = 212.68 Sqm.

3. EARNEST MONEY DEPOSIT (EMD)

- a) All Bidders are requested to furnish an EMD of **Rs.5,000/-** (Rupees five Thousands Only)

By way of Demand Draft drawn in favour of "Director THDC-IHET Bhagirathipuram

New Tehri”, payable at SBI, Bhagirathi Puram, New Tehri or MSME Registration Certificate.

- b) The envelope containing the EMD along with Covering Letter mentioning the details of Bidder Company on the company’s Letter head, should be sealed and super-scribed as Tender for renting out space for “RENTING CANTEEN AREA” at THDC-IHET, B.Puram New Tehri”.
- c) Bids for which EMD is not received (other than the exempted cases) in the prescribed manner shall be rejected summarily.
- d) THDC-IHET Office shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason what so ever. EMD shall not carry any interest.
- e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after Award of Contract to the Successful Bidder. EMD of the successful bidder shall remain with THDC- IHET and shall be refunded after expiry of the contract without interest within a period of two months.

4. BID DETAILS

Bidders are required to furnish the rent for Canteen Space Utilization Charges and rates including all taxes etc., strictly in the prescribed Performa of Financial bid. Financial bid shall contain rent charges only and no other documents shall be enclosed with the financial bid. Tender shall be awarded to the bidder offering highest monthly rent for utilizing space for Canteen.

5. QUALIFYING CRITERIA

- i) The Bidder should have successfully performed in running canteen services OR Catering services OR Restaurant for at least Two Year. Bidders having the valid documents as mentioned above and fulfilling the criteria will be considered for opening of financial bid.
- ii) Highest Monthly rent offered for serving cafeteria shall be considered as **H-1** for this bid.
- iii) The tenderer may kindly note that no condition, deviations/ assumptions/ stipulations/ clarifications/ comments or any other request what so ever should be submitted with tender or financial bid. Conditional offers will be rejected.
- iv) Technically qualified bidders have no right to claim for award of the work. THDC-IHET reserves the right to cancel or award the work to any bidders having the valid documents

and fulfilling the criteria.

- v) The performance certificate from the concerned department shall also be furnished. The proof of work (i.e. work order and successful competition certificates) should be attached in technical documents. THDC-IHET reserves the right to verify the proof of having experience and expertise of the bidder in executing similar works and the bidder has to produce the proof thereof.

6. ADDITIONAL CONDITIONS:

1. Tenderers are advised to well acquaint themselves fully with the location of the building space and terms and conditions including all the provisions of the Tender Document before submission of their tender.
2. It is essential that the bidder visits the site and examines the Canteen and all its facilities and infrastructure and take full responsibility for directly obtaining all necessary information for preparing the bid and entering into contract. The cost of any such visit shall be borne entirely by the bidder and no claim in this regard shall be entertained by THDC-IHET, B.Puram, New Tehri.
3. However, prior to the site-visit, the bidder shall fix up an appointment with the PA to Director, New Tehri who will be available at Telephone No. 01376-236816 from 10:00 A.m. to 1:00 P.m. & 2:00 P.m to 5:00 P.m from Monday to Friday.
4. After receiving the Letter of Acceptance (LoA) and before entering into the Contract Agreement, the successful bidder has to furnish an amount equal to **2 month rents** quoted as interest free refundable Performance Security Deposit to the THDC-IHET, New Tehri which will be refunded on expiry of the contract agreement.
5. The bid security shall be forfeited:
 - a. If the bidder withdraw their bid during the period of bid validity specified in the bid.
 - b. In case of a successful bidder, if they fail or refuse within the period of bid validity to furnish the required performance security.
 - c. Following criteria is required to be fulfilled by the party so as to be technically qualified: Interested parties should have minimum 2 years' experience for running Cafeteria /food court/ canteen/ restaurant.
 - d. If the vendor to whom tender is awarded fails to deposit the advance monthly rent for two consecutive months, his bid security shall be forfeited and agreement is treated as

deemed cancel with immediate affects without any further communication.

6. It will be obligatory on the part of the tenderer to sign the tender for all the components & parts. After the space is allotted for running the canteen, they will have to enter into a lease agreement for the space allotted on a non-judicial stamp paper of Rs.100/- at their own cost within fifteen days from date of issue of allotment letter.
7. In the event of non-execution of lease agreement within 10 days from the date of issue of allotment letter, the allotment of space will automatically stand-cancelled and security money deposited will be forfeited.
8. If the Canteen owner fails to deliver vacant and peaceful possession on expiry of the agreement or earlier determination, the Canteen owner will be liable to pay @ Rs.1000 per day as penalty by way of Liquidated Damages to THDC-IHET, New Tehri till the canteen space is vacated.
9. The Canteen owner shall bear and pay the cost of repair and maintenance of the Canteen space together with any improvement as would be deemed necessary and be made by the Canteen owner with the approval of Director, THDC-IHET, New Tehri.
10. The Canteen owner shall keep the canteen space in good and usable conditions. If any damage caused by the canteen operators shall be repaired at their own cost.
11. The Canteen owner shall bear the service charges in respect of the canteen space as fixed by THDC-IHET, New Tehri from time to time for water supply, peripheral security, lighting charges for the common areas, insurance and any other services provided by THDC-IHET New Tehri.
12. No Sub-letting of the space shall be allowed by the successful bidder for running the Canteen.
13. The successful bidder shall be liable to provide tea, coffee, snacks, light refreshment cold drinks/fruit juice, lunch, dinner etc. of good quality and on reasonable prizes.
14. The material used for preparing items shall be of hygienic & standard quality.
15. The successful bidder has to ensure that the Canteen staff serving in the said well manner and are in proper dress and shoes.
16. The successful bidder shall ensure that they will provide the best services and that no complaint will be received in this regard.
17. The THDC-IHET will provide electricity, to the successful bidder and charges against the energy consumed shall be borne by the successful bidder, as per prevailing tariff. The energy meter shall be provided by the THDC-IHET. Electricity charge used in running

canteen should be borne by vendor on actual basis on monthly basis with rent. Failing of which security money be forfeited and award was cancelled thereafter.

18. The successful bidder shall arrange utensils, cutlery and crockery and other equipment/items required to run the canteen at his own cost.
19. Site/Space will be handed over on as is where basis and all interior / maintenance work will be done by the successful tenderer at his own cost. The party shall maintain the areas in neat and tidy manner at all the times.
20. The successful bidder shall comply with all prevailing labour laws, Municipal laws & statutory requirement of other Central/ State Government organizations. In case on non-adherence of any laws regulations of the statutory bodies, the successful bidder will be fully responsible for the consequences arising out of non- adherence by the successful bidder. The THDC-IHET in no way will be responsible for the same.
21. The successful bidder shall remain liable to and shall indemnify The THDC-IHET in respect of causes of action, claims, damages, compensation or cost, charges and expenses incurred by The THDC-IHET arising out of accident or injury sustained by any workman or other person whether in the employment of The THDC-IHET or not while in The THDC-IHET premises arising out of any act of omission or commission, default or negligence, error in judgment on the part of the successful bidder or its staff.
22. Since the consumption of Alcohol & Smoking is prohibited in THDC-IHET Premises, the successful bidder shall not sell Liquor and tobacco products or allow consumption there by any person in the Canteen area leased out to him.
23. The vendor shall be responsible for housekeeping & maintenance of the working area allotted to him.
24. The space allotted should be used only for the purpose for which allotment has been made.
25. The successful bidder will be intimated by the office where upon he will enter into agreement with the Director, THDC-IHET New Tehri and commence the work immediately but not later than 10 working days from issuance of the intimation. The contract shall begin from the date of actual commencement of the work at the site. The contract shall be awarded initially for one year that can be extended up to one more year with the mutual understanding.

26. It may be noted that in case the successful tenderer does not accept the offer within 10 working days from the date of receipt of offer, the Earnest Money Deposit of the successful tenderer shall be forfeited and the tenderer shall be debarred for future participation in any of the tender invited by THDC-IHET.
27. The tenderer shall pay THDC-IHET the Canteen Space utilization charges in advance at the time of award of the contract and regularly before 10 day of month after that.
28. Tender(s) will remain valid for a period of one year from the date of awarding of contract that can be further extendable by one more year with mutual understanding. If any tenderer withdraw during the validity period, the security deposited will be forfeited.
29. All the above Terms and Conditions will form part and parcel of the Notice Inviting Tender.
30. The contractor/ agency would use power consumption only for refrigerator, hot- case, Grinding of dal etc. or for such purposes as allowed by the THDC-IHET.
31. Arrangements to be made for Tea/Coffee with Cookies/Break Fast/Snacks on regular basis and Lunch, Dinner and other items.
32. All the arrangements for cooking and keeping food warm will be made by the agency.
33. All the arrangement of servicing and arrangement of good quality utensils and plates to be done by the Agency.
34. The THDC-IHET reserves the right to inspect the materials at any time. If it is found that raw material for food of inferior quality/expired is used, the contract would be terminated immediately without any notice and the vendor would be blacklisted.
35. The timings of the canteen will be as prescribed by the THDC-IHET from time to time subject to change.
36. The vendor shall employ only such persons as are declared medically fit as certified by the Govt. hospital in New Tehri. No such employee will be under the age of 18 years. Documentary evidence will be provided by the contractor.
37. The contractor will take all necessary precautions and shall be responsible against fire hazards and the Appropriate Authorities and comply with the terms and conditions of the license(s) and all other relevant an necessary provisions of the contractor labor Act and the Rules framed there under all such other provisions of laws in any enactment or otherwise laid down by an 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. The contractor shall fully comply with rules and regulations as laid down by concerned local

authorities and to the satisfaction of the THDC-IHET.

38. The THDC-IHET shall not in any manner be treated as the employer of these employees or concerned with the terms of their employment or conditions of their services since the relationship of employer and employees shall always be considered to be between the contractor and such persons, as will be employed by him. While engaging these employees the contractor will make these conditions clear to them categorically.
39. Under no circumstances any of the contractor's employees will remain in the THDC-IHET premises beyond canteen hours after closing the canteen. He will ensure that the canteen Space is properly locked and secured during closed hours. The access to the space allotted to the contractor will be as per the conditions and in the mode as prescribed and regulated by the THDC-IHET from time to time which will be binding on him and his employees. The office reserves the right to inspect the premises allotted to the contractor including the cafeteria store at any time.
40. The contractor will, at all times, ensure discipline decent and courteous behavior by his employees while they remain in premises of THDC-IHET. In case any of his employees indulges in any act of indiscipline, misbehavior or slogan shouting or indulges in violent act(s) or abets others in doing so and it is prima facie proved, the contractor shall remove the employee concerned from the premises immediately on receipt of written communication from the authorities which will be duly acknowledged by the contractor.
41. In case of any dispute arising out of the interpretation of the terms and conditions of the contract, the decision of THDC-IHET will be final and binding.
42. The refrigerator, deep fridge water cooler and fire extinguisher cylinders will be installed by the vendor and the annual maintenance will be done by the vendor/agency failing which the vendor/ agency will bear the fine.
43. If any case the contract violates the terms & conditions of the contract the bank guarantee shall be forfeited.
44. Director, THDC-IHET reserves all the rights to cancel the tender agreement at any point of time without any notice period.

7. BREACH OF TERMS & CONDITIONS:

In case of breach any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order or contract as a whole without assigning any reason thereof and nothing will be payable by the THDC-IHET in that event and the security deposit will be forfeited.

8. SUBLETTING OF WORK:

The contract will be non transferable and hence the firm shall not be entitled to assign or sublet the Work or any part of it to any other person or party failing which the contract will be cancelled immediately.

9. JURISDICTION:

The disputes, if any, arising between the successful applicant and THDC-IHET shall be resolved amicably, failing which it shall be referred to an Arbitrator, mutually acceptable to both parties, appointed by the THDC-IHET as per the Arbitration and Conciliation Act, 1996. Alternatively, this shall be subject to the exclusive jurisdiction of court at Nanital.

10. DISCLAIMER:

THDC-IHET or any person authorized by the competent authority shall not be responsible for any omission or errors on the part of Tenderer.

Director
THDC- IHET, Tehri

FORMAT OF TECHNICAL BIDS

(Technical Bid should be kept in separate sealed cover without stating any price or Schedule of rates) to be filled in ink by BLUE BALL PEN

From

To

The Director

THDC-IHET, BHAGIRATHIPURAM,

NEWTEHRI-249124

Details E.M.D. (Rs.)

Draft No. _____ Issuing Bank _____ Date _____

S.N.	Particulars	Details to be filled in by the Agency/ Firm
1	Name of the Entity/ Firm/ Consortium/ & Contact Person.	
2	Regd. Office/ Business Address/ Contact of the Entity.	
3	PAN and TIN Nos. of the Entity	
4	Copy of required Experience Certificate	
5	Valid registration / food license/ other licenses with appropriate govt. authorities (on the date of opening of tender).	
6	Certificate/undertaking that the firm has not been blacklisted/debarred by any Govt. Department.(on Non Judicial Stamp Paper)	

Undertaking by the Tenderer

- (a) I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in tender documents (Tender No. THDC-IHET/ RENTING CANTEEN AREA /2024/01) elsewhere and in default thereof, to forfeit and pay to THDC-IHET, or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting

Tenders and tender documents

- (a) I/We here by agree to pay the earnest money of amount as mentioned in the Memorandum to this Form of Tender in favour of “ Director, THDC-IHET”
- (b) If I/We fail to commence the work within 05 days of the date of issue of Letter of Intent and/or I/we fail to sign the agreement as per contract and /or I/we fail to submit performance guarantee as per contract, I/we agree that THDC-IHET shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and to forfeit the said Earnest money as specified above.
- (c) I/we are also enclosing here with the Acceptance letter on the prescribed Performa as referred to in condition of as Annexure.

Dated the _____ day of _____

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS): _____

ADDRESS: _____

SEAL OF TENDERER

SIGNATURE OF WITNESS

NAME (CAPITAL LETTERS): _____

OCCUPATION: _____

DECLARATION

I /We hereby declare that I /We have read and understood the Terms and Conditions of the contract and hereby agree to abide by them. In token thereof, I / We have signed the tender document (Tender No. THDC-IHET/ RENTING CANTEEN AREA /2024/01), failing which the tender is liable to be rejected.

I/We understand that our Tender will not be considered if the rates for items are not written both in FIGURES and WORDS.

I/We here by confirm that only the relevant entries asked for, have been made within the Tender documents issued to us. I /We also confirm that in the even to any entry in this Tender document other than the relevant entry or condition shall make this Tender invalid.

Date:

SIGNATURE OF TENDERER
WITH RUBBER STAMP

Format for Financial Bid

Name Of the Bidder/Bidding Firm/Company:	
The minimum Rent Price Quoted by the THDC-IHET is Rs 7,500/- .	
Sl. No.	Item Description
1.	Per month rent of Central canteen area
Quoted Rate in in Figures (in Rupees)	
Quoted Rate in Words	

- **Highest License fees to THDC-IHET, Tehri will be considered H-1 bidder.**
- **In case more than one bidder qualifier for H-1, the tender will be awarded to the bidder who has more Experience.**