

**TENDER FILE NO: MDNIY/S&P/2016-17/518**

**MORARJI DESAI NATIONAL INSTITUTE OF YOGA**

68, Ashok Road, New Delhi – 110001

**TENDER DOCUMENT**

Tender for  
Providing canteen services  
At MDNIY Campus

**SCHEDULE OF TENDER**

<b>Date of start of issue of tender documents</b>	<b>: 10-08-2016</b>	
<b>Last date for issue of tender documents</b>	<b>: 31-08-2016</b>	10.00 AM
<b>Last date and time for submission of Tender Form</b>	<b>: 31-08-2016</b>	11:00 AM
<b>Date of opening of technical Bids</b>	<b>: 31-08-2016</b>	11:30 AM
<b>Date of opening of financial Bids</b>	<b>: 02-09-2016</b>	02:00 PM

**MORARJI DESAI NATIONAL INSTITUTE OF YOGA**

**68, Ashok Road, New Delhi – 110 001**

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**Dy. Director, MDNIY**

**MORARJI DESAI NATIONAL INSTITUTE OF YOGA**

**68, Ashok Road, New Delhi – 110 001**

**NOTICE INVITING TENDER FOR PROVIDING CANTEEN SERVICES**

Sealed tenders are invited under Two-Bid system from reputed agencies, either by themselves or as a joint venture/consortium/partnership having capacity to provide Canteen Services in Morarji Desai National Institute of Yoga, 68, Ashoka Road, New Delhi-110001 for one year.

Details for applying for tender and terms and conditions may be seen at [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.yogamdniy.nic.in](http://www.yogamdniy.nic.in)

Name of Work	Providing Canteen Services in MDNIY
EMD	Rs. 15,000/- in shape of Account Payee DD/PO/Fixed Deposit Receipt from Bank in favour of Morarji Desai National Institute of Yoga
Time allowed	12 months
Date of release of tender	10-08-2016

**Dy. Director, MDNIY**

## 1. GENERAL

Sealed tenders are invited by the Morarji Desai National Institute of Yoga (**MDNIY**) from reputed and experienced Companies/Firms/Agencies under Two Bid System i.e. Technical Bid and Financial Bid for providing **Canteen services** at Morarji Desai National Institute of Yoga, **68, Ashoka Road, New Delhi – 110001** for **one year** (extendable for the maximum period of one year) unless extended further by mutual consent of the Competent Authority and the service provider on the terms and conditions mentioned in the tender document or unless terminated in accordance with the terms and conditions mentioned herein.

## 2. PARTICULARS OF THE TENDER

### (a) **NAME AND ADDRESS OF THE AUTHORITY**

Director  
Morarji Desai National Institute of Yoga  
68, Ashoka Road, New Delhi – 110001

### (b) **ADDRESS FOR THE DISTRIBUTION OF TENDER DOCUMENT**

The tender document can be purchased from the cashier of the Morarji Desai National Institute of Yoga, New Delhi or alternatively the same can be downloaded from the following websites:

<http://eprocure.gov.in>

<http://www.yogamdniy.nic.in>

### (c) **CONTACT PERSONS**

For any Clarifications;  
Administrative Officer, MDNIY, New Delhi

### (d) **COST OF TENDER:**

#### (i) **TENDER FEES:**

The tender document can be purchased from the cashier of the Morarji Desai National Institute of Yoga, New Delhi by paying the tender document fee of **Rs.500/-** (Rupees Five Hundred Only), through A/c payee Demand draft / Pay order in favour of “**Morarji Desai National Institute of Yoga**”, payable at **New Delhi**, as may be applicable, or by cash. The receipt for payment of tender fees shall be attached along with the Technical Bid; in case the tender document is downloaded from the website, the tender fee shall be submitted along with Technical Bid in the form of A/c payee Demand draft or Pay order in favour of “**Morarji Desai National Institute of Yoga**”, payable at **New Delhi**. The tender document fee is **NON-REFUNDABLE**. **Any tender submitted without**

**the requisite fee will be rejected summarily.**  
**(ii) EARNEST MONEY DEPOSIT (EMD)**

The Earnest Money Deposit (EMD) of **Rs. 15,000/- (Rupees Fifteen Thousand only), (refundable without interest)** shall accompany the Technical Bid in the form of A/c payee Demand Draft/Pay Order/ FDR from a Nationalised/ Scheduled/ Commercial Bank drawn in favour of “**Morarji Desai National Institute of Yoga**” payable at **New Delhi, failing which the tender shall be rejected summarily.**

**(iii) PERFORMANCE SECURITY DEPOSIT**

The successful bidder will have to deposit a Performance Security Deposit of Rs.30,000/- which will remain valid for a period of sixty days beyond the date of completion of all contractual obligations including warranty obligations in the form of A/c payee DD/PO/FDR of a Commercial Bank in favour of **Morarji Desai National Institute of Yoga with Director, Morarji Desai National Institute of Yoga, 68, Ashoka Road, New Delhi – 110001.** In case the contract is further extended beyond the initial period of one year, the performance security deposit will have to be accordingly renewed by the successful bidder. After submission of the performance security by the successful Bidder, the corresponding EMD shall be released.

**(e) VALIDITY OF TENDER:**

Tender should be valid for a period of 90 days from the date of Opening of the Financial bid.

**(f) SCOPE OF WORK**

This tender is intended for providing canteen facility for the staff, students and authorized visitors at MDNIY, New Delhi – 110001. The Contractor is required to run the canteen and serve Tea, Coffee, Lunch and snacks etc. to employees/ students/ authorized visitors of the MDNIY. In addition to the regular employees of the MDNIY, the canteen will also cater to the needs of the authorized visitors to the Institute for official work as well as to the participants in academic, Yoga training programmes organized by the Institute from time to time. Tea, Coffee, Snacks, Cold Drinks and lunch etc. shall also be served for meetings or other purpose, whenever and wherever required in the premises.

**3. ELIGIBILITY**

**The following requirements should be fulfilled in the Technical Bid.**

1. The agency should have a financial turnover of at least **Rs. 5,00,000/- (Rupees Five Lacs only) each** for the last three years. Necessary supporting documents should be submitted by the Bidder in this regard.
2. Should have at least 3 years' experience of having rendered Catering Services in Government organizations / PSUs establishments / Semi Govt./ Pvt. Organization. Documentary evidence in support to be enclosed.

3. The tenderer shall possess all the latest licences/ certificates/ authorization of running the canteen/ supply of food items etc.
4. **EMD of Rs. 15,000/- (Rupees Fifteen Thousand only) in the form of A/c Payee Bank Demand Draft/Pay Order / FDR of a Nationalised/ Scheduled/ Commercial Bank in favour of the Morarji Desai National Institute of Yoga”.**
5. The agency should have following certificates/licenses and shall submit authentic proof thereof.
  - (i) Registration Certificate of The Company/Firm/Agency under the relevant Act(s)
  - (ii) Attested photocopy of E.P.F. registration certificate.
  - (ii) Attested photocopy of E.S.I. registration certificate.
  - (iii) Attested Photocopy of Current Labour Licence.
  - (iv) Attested Photocopy of PAN/TAN/Service Tax No.
  - (v) Attested Photocopies of Income Tax Returns for the last 3 years.
  - (vi) Attested Photocopies of similar contract executed with Central Government offices/ PSUs during last 3 financial years.
6. Performance Certificate (attested copies) issued by the clients to the tenderer, (which should have minimum rating of satisfactory.
7. Declaration regarding Blacklisting/Debarring for taking part in Tender on Non-judicial stamp paper of Rs. 10/- duly certified by Notary Public.
8. Documents in support of manpower strength.
9. Should not have incurred loss in more than 01 year in last 03 financial years ending 31/03/2016. An undertaking to this effect is to be added.
10. To submit documents as mentioned in Annexure-II.

#### **4. INSTRUCTIONS FOR SUBMISSION OF BID :**

All the Tenders shall be prepared and submitted in accordance with the instructions as follows. **Any proposal which is not submitted in accordance with these instructions will be summarily rejected without any communication in this regard.**

- (i) The bid shall be submitted in three separate sealed envelopes. The first envelope shall be superscribed “Technical Bid” and shall contain documents incorporating the information regarding eligibility criteria and the second envelope shall contain the Financial Bid superscribed “Financial Bid”. The EMD shall be kept separately in third envelope. All these three envelopes and the covering letter accompanying the tender document (including all the Annexures), duly signed on each page with seal by the authorized representative of the bidder, should be kept in a bigger envelope, which shall be super scribed **“Bid for providing Canteen Services at Morarji Desai National Institute of Yoga at New Delhi”** and should reach the following address on or before the expiry of the prescribed time limit.

**Director**

**Morarji Desai National Institute of Yoga,**  
68, Ashoka Road,  
New Delhi – 110001

- (ii) No tender will be considered which is not as per the printed/typed form. The bidders should ensure that each page of the tender is signed by the person authorized to sign the tender document, affixing the seal of the Bidder.
  - (iii) All entries in the tender forms should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No corrections including overwriting or striking out will be permitted in the Financial Bid. In such cases, the tender shall be summarily rejected.
  - (iv) If any bidder is found to have business or family relationship with any employee of MDNIY, his bid will be rejected.
  - (v) No modification or substitution of the submitted bids shall be allowed.
  - (vi) The Bids shall be opened on the scheduled date and time at **Morarji Desai National Institute of Yoga, 68, Ashoka Road, New Delhi – 110001** in the presence of the representatives of the bidders, if any, who are present on the spot at that time. No separate intimation shall be sent to bidders for the same.
  - (vii) The bidders are required to enclose photocopies of the supporting documents, self-certified by the authorized representative of the bidder.
  - (viii) A bid submitted without the cost (tender fees and EMD) and incomplete or conditional bids shall not be considered and the same will be rejected.
  - (ix) Tenders will not be accepted after the prescribed time and date as set out in the Tender Notice or subsequent extensions, if any, notified by the office.
  - (x) MDNIY take no responsibility for delay, loss or non-receipt of the bid sent by post/courier. Bid sent through Fax or Email shall not be accepted.
  - (xi) Interested parties may submit their tender after inspection of **the Morarji Desai National Institute of Yoga** at the above location. The inspection of the canteen premises can be made between 11.00 A.M. and 5.00 P.M. on all working days from the date of issue of notification till the date of closure of tender.
  - (xii) There should be no cutting/overwriting in the Tenders/Quotations.
  - (xiii) The MDNIY reserves the right to accept or reject any Tender / Quotation in full or in part in case of incomplete quotations and also without assigning any reason thereof. In case of any dispute, decision of the MDNIY will be final and binding.
  - (xiv) The MDNIY reserves the right to retain bids once submitted.
- 5. Hours of Operation:**  
The contractor shall provide Tea/Snacks, Breakfast, Lunch, Tiffin, etc. from 0600 hrs. to 1800 hrs. on all working days. On Saturdays it shall be open till 1330 hrs. only. On Sunday, it shall be closed, unless otherwise instructed by the Director of the Institute.

## **6. TERMS AND CONDITIONS**

1. The successful bidder will be intimated by the office whereupon he will enter into agreement with the O/o MDNIY and commence the work immediately thereafter not later than 07 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 continue for one year unless it is curtailed or terminated by the office owing to deficiency of services, sub-standard quality of skilled and unskilled manpower deployed, breach of contract, reduction or cessation of the requirements, non-compliance of statutory requirements/obligations by the bidder or any such ground as may be deemed fit by the MDNIY. The MDNIY requires that successful bidder under this contract to observe the highest standard of ethics and should not engage in activities that conflict with the interest of the office under this contract.
2. It may be noted that in case the successful tenderer does not accept the offer within 07 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 the MDNIY.
3. Tender(s) will remain valid for a period of one year from the date of awarding of contract. If any tenderer withdraw during the validity period, his/her Performance Guarantee will be forfeited.
4. All the above Terms and Conditions will form part and parcel of the Notice Inviting Tender.
5. (a) **Licence Fee:** Accommodation for running the canteen will be provided to the contractor at a nominal licence fee of Rs.1000/- (Rupees One Thousand only) per month.  
 (b) **Electricity:** Free. But it should not be used for cooking purposes. The agency would use power consumption only for refrigerator, hot-cases, Grinding of dal and for such purposes as allowed by the institute.  
 (c) **Water:** The water will also be free for the agency.
6. The contractor shall provide the following Natural Health Foods at No Profit No Loss basis:
 

(i) Sprouts	(ii) Fruit Juice	(iii) Fruit Salad
(iv) 2 Idly with Sambhar	(v) Veg. Upama/chatni	(vi) Dalia
(vii) Milk	(viii) Butter/Badam milk	(ix) Aalu Paratha
7. **The Institute shall bear charges of engaging one cook (specialist in Natural Healthy Foods) and one supplier with the restriction of total expenses up to Rs.15,000/- only per month on production of requisite documents.**
8. Furniture for use within the canteen premises will be provided by the Institute except almirahs/racks required for storage purpose etc.
9. Institute shall provide essential furnitures and fixtures, Refrigerator, RO Water Purifier, Water Cooler & Juicer.
10. The contractor shall arrange for items i.e. crockery, utensils, cooking gas cylinders, cooking store etc. and items of similar nature of good quality as approved by the Institute, at his own cost and maintain the said items in proper and hygienic conditions, for due discharge of obligations in respect of running of canteen.

11. The contractor will have to make arrangement for cleanliness of canteen and its surroundings to the satisfaction of the Institute. The contractor shall also be responsible for the safe and hygienic disposal of the canteen waste.
12. Arrangements to be made for Tea/Coffee with Cookies/Break Fast/Snacks on regular basis for about 50-150 persons and Lunch as and when required basis, on subsidised rates.
13. All the arrangements for cooking and keeping food warm will be made by the agency.
14. All the arrangement of servicing and arrangement of good quality utensils and plates to be done by the Agency.
15. Arrangement of sufficient numbers of good Disposable water glasses to be made by the agency.
16. Arrangement of Crockery etc., should be made by the agency.
17. All the edible items should be of good quality, prepared in branded refined oil. The Institute reserves the right to inspect the materials at any time. If it is found that raw material for food of inferior quality is used, the contract would be terminated immediately and the tenderer would be blacklisted.
18. The contractor will have to provide employees in proper uniforms for service in the canteen as also for the service in rooms.
19. The timings of the canteen will be as prescribed by the Institute from time to time subject to change. Skeleton services will also be provided beyond office hours as and when required.
20. The cost of the Gas consumed in MDNIY Canteen will be born by the contractor and on expiry of the tenure of the contract NO DUES CERTIFICATE will have to be submitted in Administration.
21. The contractor will be required to provide canteen service in the canteen premises and also in various rooms of the Institute as and when required.
22. The contractor shall employ only such persons as are declared medically fit as certified by the Govt. hospital in Delhi and NCR. No such employee will be under the age of 18 years. Documentary evidence will be provided by the contractor.
23. Only cooking gas is to be used in the canteen for preparing hot drinks & cooking which is to be arranged by the contractor including gas cylinder.
24. The contractor will be fully responsible for the repair/maintenance, cleanliness, breakage and damage done to the building and sanitary, electrical and any other fittings and fixtures installed in the space provided to him by the Institute for the purpose of preparing Lunch, Tea and Coffee. Furniture provided to the contractor will be maintained properly. Any loss/damage (including repairs) to the same will have to be made good by the Contractor, at his cost.
25. Daily requirement of Snacks item will be informed to the contractor, If, necessary.
26. Materials used for cooking purpose Tea, Coffee, Spices, Food stuffs, Vegetable, Oil etc. should be of good quality only.
27. The contractor will take all necessary precautions against fire hazards and

comply with rules and regulations as laid down by concerned local authorities and to the satisfaction of the Institute.

28. The subsidized rate list and menu as approved by the Institute should be displayed daily. The contractor may sell other food items like Cold Drinks, packed snacks at prevailing market rates only.
29. Details of working lunch will be provided as and when needed.
30. No rate will be revised without the approval of the Institute.
31. The contractor will have to employ the required staff at his own cost and bear all the statutory and other liabilities for running the canteen. The contractor will have to pay the minimum wages to the engaged staff, as per minimum wages Act. Notifications issued from time to time, EPF and Bonus etc. as per Employees Provident Fund Act and Bonus Act amended from time to time.
32. The Institute 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 and in writing, and their acceptance of these terms shall be communicated to the Institute also.
33. The contractor shall obtain license under the Contractor Labour (Abolition and Regulation) Act 1970 (hereinafter referred as the contractor labour Act) and all other requisite licenses at his own cost from the Appropriate Authorities and comply with the terms and conditions of the license(s) and all other relevant and necessary provisions of the contractor labour Act and the Rules framed thereunder 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 be fully responsible for any compensation etc. in case of any injury/casualty or mishap to any employees of the canteen during canteen working hours.
34. Under no circumstances any of the contractor's employees will stay in the Institute premises beyond canteen hours after closing the canteen. He will ensure that the canteen rooms are properly locked and secured during closed hours of the Institute. 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 Institute from time to time which will be binding on him and his employees. The Institute reserves the right to inspect the premises allotted to the contractor including the canteen store at any time.
35. The contract will be awarded for **one year**. It is to start from the date of signing the agreement and the agreement may be renewed by the Institute on such terms and conditions as may mutually be agreed upon between the parties. The O/o MDNIY reserves the right to cancel the contract at any time after giving one month's notice, if it is not satisfied with the working of the said contractor. The decision of MDNIY in this regard shall be final and will be binding on the contractor. The contractor, if he so

- desires, may seek termination of the contract by giving written notice of not less than three months duration during the agreement period.
36. The contractor will, at all times, ensure discipline decent and courteous behavior by his employees while they remain in premises of MDNIY. 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.
  37. Under exceptional circumstances the Institute reserves the right to change any term and condition as and when warranted.
  38. In case of any dispute arising out of the interpretation of the terms and conditions of the contract, the decision of the Director, MDNIY, will be final and binding.
  39. The contractor will be required to execute an agreement in the prescribed form in case the contract is awarded for the same, the Contractor shall provide the Non-Judicial stamp paper of Rs. 100/-.
  40. The contractor will have to deposit Rs.30,000/- (Rupees Thirty Five Thousand only) as performance security guarantee in the form of A/c payee D.D./Pay order/ FDR Drawn in favour of **Morarji Desai National Institute of Yoga**. No interest will be paid on this amount. The same will be refunded when the contract is over and canteen premises are handed over to the Institute and all dues from the contractor have been settled.
  41. The Contractor, whom the above terms and conditions are acceptable, shall submit the completed tender forms to this office in sealed cover by 11:00 A.M. on or before 16-08-2016 The technical bids will be opened on 19-08-2016 at 11:30 A.M. in **MDNIY**.
  42. The contractor will not further sub-contract the contract to any other party. In case the contractor is found having sub-contracted this contract, the contract will be terminated without any notice and security deposit will be forfeited.
  43. Every tender should be accompanied by A/c Payee D.D. / P.O. /FDR for Rs. 15,000/- as earnest money drawn in favour of MDNIY, New Delhi. This amount will be refunded to all unsuccessful bidders after the contract is finalized. No interest will be payable on this amount. The amount of EMD shall be returned to successful bidder on submission of performance guarantee.
  44. If any case the contractor violates the terms & conditions of the contract the Security Deposit will be forfeited.
  45. Catering staff shall be permitted to use the designated bathroom/area specified only and refrain from entertaining any outside guests. The entire security requirements of men and material of the Caterer shall be borne by the latter at all times for the period of contract. Details of the staff with photograph shall be

provided to the Security Staff.

46. Catering Manager / Supervisor shall take adequate precautions to prevent pilferage, theft etc.
47. The contractor shall be responsible for the payment of Sales Tax/VAT on eatables to the sales tax department. He should provide a duplicate copy of the sales tax receipt to the Institute.
48. The canteen committee of the Institute have the right to visit periodically, or have surprise visits to check the quality of food, services, cleanliness of the canteen and report to the Director. If required a feedback from the users could be obtained anytime.

## **7. Indemnity**

1. The contractor shall keep MDNIY and all officials of these offices indemnified from and against all suits, losses, claims, demands, proceedings, and liability of any nature or kind including costs and expenses, injuries to any person, damages to any property whatsoever, levy of fees or consequences which they may be put to or suffer on account of the services undertaken by the contractor.
2. The Contractor shall keep the MDNIY and all officials of these offices indemnified from and against all suits, losses, claims, demands, proceedings, and liability of any nature brought or instituted against them by any of contractors' employees or any other third party in connection with, relating to or arising out of the performance of the services or non-compliance, deficiency, non-implementation of various provisions of statutory requirements.
3. Decision of the Director, MDNIY regarding performance of contract shall be final and binding on the contractor. However, any dispute arising out of this contract can be referred to an Arbitrator appointed by the MDNIY.
4. All disputes are subject to jurisdiction of Delhi Courts.

### **SIGNATURE OF THE TENDERER**

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**NAME IN BLOCK LETTERS** \_\_\_\_\_

**FULL ADDRESS WITH TELEPHONE NUMBERS** \_\_\_\_\_

### **OFFICIAL STAMP**

#### **Evaluation Criteria and Methodology:**

1. Firstly, the envelopes containing Technical Bids shall be opened in respect of all the bidders subject to receipt of Tender Fees & EMD (as per Tender Conditions).

2. The evaluation committee shall evaluate the Technical Bids.
3. Only the successfully qualified bidders in the Technical Bid stage will reach the Financial Bid evaluation stage.
4. The Financial Bid of unsuccessful bidders in Technical Bid stage shall **NOT** be opened.
5. The Tender Committee has right to call for sample of any item mentioned in the Financial Bid.
6. The Financial Bid of **only** the qualified bidders in Technical stage shall be opened.
7. The bidder quoting the least overall rate in the Financial Bid shall be accepted.

## **MORARJI DESAI NATIONAL INSTITUTE OF YOGA**

**Annexure – I**

### **TENDER FORM FOR RUNNING CANTEEN**

TENDER FORM NO. \_\_\_\_\_

**Sub: Tender for running Canteen in Morarji Desai National Institute of Yoga.**

Sir,

I am submitting herewith the Tender for providing catering services in the Morarji Desai National Institute of Yoga on contract basis as per details given below:-

1. Name of the Tenderer \_\_\_\_\_
2. Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Registration/Licence No. \_\_\_\_\_  
(Attested Photo state copy of license issued by the Competent Authority)
4. Sales Tax No. (Attested Photocopy of Sales Tax certificate should be attached)
5. Year of Establishment \_\_\_\_\_
6. Details of Contracts executed till date \_\_\_\_\_

(Please give details of contracts executed previously in a separate sheet, along ☐ with documentary proof thereof.)

<b>S. No.</b>	<b>Nature of contracts</b>	<b>Period</b>	<b>Govt./Semi Govt./Private Organizations</b>
1.			
2.			
3.			
4.			

7.

<b>S. No.</b>	<b>Present Contracts in hand</b>	<b>Period</b>	<b>Govt./Semi Govt./Private Organizations</b>
1.			
2.			
3.			
4.			

PAN Card No. \_\_\_\_\_ (Copy of the Income Tax Return filed in for the previous year may be enclosed)

8. Man Power / Resources available:
9. Earnest Money Deposit: DD No. \_\_\_\_\_ dt. \_\_\_\_\_ for Rs. \_\_\_\_\_ drawn from \_\_\_\_\_ (Bank).
10. Any other relevant information including information about conviction or pending cases under the Prevention of food and Adulteration Act, 1954.
11. Give the price of each item separately on enclosed Performa.
12. The caterer should give a brief account of his experience in running canteen.
13. The caterer may be asked to give sample of few items of the list enclosed
14. Staff of canteen will be allowed to stay in the canteen only with

authorization and No unauthorized person will be allowed to stay.

15. The contractor shall not keep/sell items like cigarette and other health hazard articles.
16. The contractor shall be responsible for payment of Sales tax/VAT/Service tax (as the case may be ) on eatables to the concerned department.
17. The Institute canteen premises should not be used for any other commercial activity by the contractor.

Certified that all the terms and conditions mentioned in the Tender Form are acceptable to me/us.

**Signature of the Tenderer  
with Stamp**

**Dated:**

# MORARJI DESAI NATIONAL INSTITUTE OF YOGA

## Annexure-II

### CHECK LIST :-

1. Duly completed tender form (**Annexure-I**)
2. Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also
3. Earnest money deposit (Demand Draft/PO/FDR of Rs.\_\_\_\_\_) in favour of Morarji Desai National Institute of Yoga payable at New Delhi-110001
4. Terms and Conditions of Tender duly signed on each page.
5. Demand draft/pay order for Rs.\_\_\_\_\_/-) in favour of Morarji Desai National Institute of Yoga as cost of the tender document, if the same was downloaded from website.
6. In case Tender Document is purchased by cash, enclose the cash receipt.
7. Valid Registration No. of the Firm (under Shops & Establishment Act) or registration no. of the company (under Companies Act, 1956), as applicable (attach attested copy of certificate).
8. Services Tax Clearance Certificate.
9. Self-attested copies of valid Licence and Number under Contract Labour Act and under any other Acts/Rules
10. DVAT Registration (as applicable).
11. PAN & TAN Card of firm/Company (attach attested copies of PAN & TAN card)
12. Provident fund Account no. of firms/Company (attach attested copy of certificate).
13. ESI No. of Firm /Company (attach attested copy of Certificate)
14. The details of the turnover for the year 2013-14, 2014-2015 and 2015-16 should be shown and verified by submitting the copy of Income Tax Returns of respective financial year.
15. The details of the turnover on the letter head of the tenderer.
16. Details of similar work executed by the tenderer on its letterhead (**Annexure-III**)
17. Copies of similar Work orders issued by tenderer's client as per point 16 above.
18. Performance Certificate in running of Canteen services.
19. Financial Bid on the letterhead of the Firm/Company (**Annexure - IV**) in a sealed separate envelope.
20. ISO Certification no. of the firm / company, if any.
21. Declaration regarding Blacklisting/Debarring for taking part in Tender (**Annexure – V**)
22. Documents in support of manpower strength
23. Should not have incurred loss in more than 01 years in last 03 financial years ending 31.03.2016. An undertaking to this effect is to be added.
24. Page no. should be mentioned on each page.

# MORARJI DESAI NATIONAL INSTITUTE OF YOGA

## Annexure- II-A

### ENCLOSURE LIST

(Fill the page nos. where the documents mentioned are placed)

#### CHECK LIST :-

1. Duly completed tender form at Page No.\_\_\_\_\_.
2. Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also
3. Earnest money deposit (Demand Draft/PO/FDR of Rs \_\_\_\_\_/-) in favour of Morarji Desai National Institute of Yoga at Page No.\_\_\_\_\_.
4. Terms and Conditions of Tender from Page No.\_\_\_\_\_to \_\_\_\_\_.
5. Demand draft/pay order for Rs.\_\_\_\_\_) in favour of Morarji Desai National Institute of Yoga as cost of the tender document, if the same was downloaded from website.
6. In case Tender Document is purchased by cash, enclose the cash receipt at Page No.\_\_\_\_\_.
7. Valid Registration No. of the Firm (under Shops & Establishment Act) or registration no. of the company (under Companies Act, 1956), as applicable (attach attested copy of certificate) at Page No.\_\_\_\_\_ (as applicable).
8. Services Tax Clearance Certificate at Page No.\_\_\_\_\_.
9. Self-attested copies of valid Licence and Number under Contract Labour Act and under any other Acts/Rules from Page No.\_\_\_\_\_to \_\_\_\_\_.
10. DVAT Registration at Page No.\_\_\_\_\_.
11. PAN & TAN Card of firm/Company at Page No.\_\_\_\_\_.
12. Provident fund Account no. of firms/Company at Page No.\_\_\_\_\_.
13. ESI No. of Firm /Company at Page No.\_\_\_\_\_.
14. The details of the turnover for the year 2013-14, 2014-2015 and 2015-16 from Page No.\_\_\_\_\_to \_\_\_\_\_.
15. The details of the turnover on the letter head of the tenderer at Page No.\_\_\_\_\_.
16. Details of similar work executed by the tenderer in its letterhead at Page No.\_\_\_\_\_.
17. Performance Certificate in running of Canteen Services at Page No.\_\_\_\_\_.
18. Performance Certificate (attested copies) issued by the clients to the tenderer, (which should have minimum rating of satisfactory from Page No.\_\_\_\_\_to \_\_\_\_\_).
19. Financial Bid on the letterhead of the Firm/Company in a sealed separate envelope.
20. ISO Certification no. of the firm / company at Page No.\_\_\_\_\_.
21. Declaration regarding Blacklisting/Debarring for taking part in Tender at Page No.\_\_\_\_\_.
22. Documents in support of manpower strength at Page No.\_\_\_\_\_.
23. An undertaking that firm has not incurred loss in more than 01 years in last 03 financial years ending 31.03.2016.
24. Page no. should be mentioned on each page.

# MORARJI DESAI NATIONAL INSTITUTE OF YOGA

Annexure-III

## PERFORMANCE REPORT OF EACH WORK

1. Name of work/ Project & Location :
2. Name of Client and Address with  
Contact details :
3. Agreement No./ Work Order No. :
4. Value of work as per : Rs.  
work order/Award
5. Total value of actual work done : Rs.
6. Date of start :
7. Date of completion :
8. Performance Report (Pls. tick one) :

**Outstanding/Very  
Good/Good/Satisfactory**

(Signature & Stamp of Director/Registrar/Admin.  
Officer/Ex. Engineer or Equivalent) with Phone No./  
Mob. No. & E-mail address

Dated :

**(Stamp & Signature of Bidder)**

Note :

1. This Annexure should be submitted separately for each work completed by the Bidder.
2. This ANNEXURE shall be signed & stamped by the Bidder's Client not below the rank of Manager/Asst. Registrar/Admn. Officer or equivalent.
3. The Name, Address, Contact details (Mobile, Fax, E-mail, and Landline Phones)

of Client should be indicated to facilitate confirmation of work.

# MORARJI DESAI NATIONAL INSTITUTE OF YOGA

Annexure-IV/1

## Financial Bid for providing Canteen Services in MDNIY

### RATE LIST

#### Healthy Diet

S. No.	Item's Name	Rate
1.	Sprouts (75 gms)	
2.	Sprouts Salad (75 gms)	
3.	Sprouts Steamed (200 gms)	
4.	Fruit Salad (200 gms)	
5.	Fresh Juice – Mix (200 ml)	
6.	Fresh Juice – Mix (300 ml)	
7.	Fresh Vegetable Juice (200 ml)	
8.	Fresh Vegetable Juice (300 ml)	
9.	Butter (200 gm) as per MRP	
10.	Lassi (Sweet / Salty) (200 ml.)	
11.	Soup (100 ml.) Tomato / Corn	
12.	Badam Milk (200 ml.)	
13.	Milk – Hot (200 ml.)	
14.	Dalia Salted (200 ml.)	
15.	Dalia with Milk (200 ml.)	
16.	2 Idly with Sambhar	
17.	Aalo Paratha	
18.	Veg Upama/chatni (200 gm)	

*Note: Rate shall be at No profit, no loss basis*

**Signature of Tenderer.  
With Stamp**

# MORARJI DESAI NATIONAL INSTITUTE OF YOGA

Annexure-IV/2

## RATE LIST

### All Time Snacks

S. No.	Item's Name	Rate
1.	Poha (1 plate) (200 gm.)	
2.	Samosa (1 pc.)	
3.	Kachauri (2 pcs. With sabzi)	
4.	Bread Pakoda (1pc.) (Paneer / Potato)	
5.	Paneer Pakoda (1 pc.) (50 gm.)	
6.	Toast (Butter / Jam)	
7.	Sandwich	
8.	Chola Bhatura	
9.	Stuffed two Paratha with Curd (100 gm.) and Pickle	
10.	Tea (one cup)	
11.	Coffee (one cup)	
12.	Petty	
13.	Burger	
14.	Chips (100 gm.) as per MRP	
15.	Matthi	
16.	Chowmin (half plate)	
17.	Chowmin (full plate)	
18.	Maggi (100 gm.)	
19.	Special Tea (one cup)	
20.	Lemon Tea (one cup)	
21.	Coffee (one cup)	
22.	Curd (50 gms)	
23.	Curd (100 gms)	
24.	Pastries	
25.	Ice-cream (50 gms) as per MRP	
26.	Gulab Jamun (One plate – 2 pcs.)	
27.	Besan Burfi (One piece)	
28.	Laddu Shahi (one piece)	
29.	Khoya Burfi (one piece)	
30.	Mineral Water / Soft Drink / Quick Snacks As per MRP	

Signature of Tenderer.

With Stamp

# MORARJI DESAI NATIONAL INSTITUTE OF YOGA

Annexure-IV/3

## RATE LIST

### Lunch

S. No.	Item's Name	Rate
1.	Rajma Chawal / Lemon Rice / Chole Chawal / Kadhi Chawal / Dal Chawal Full Plate (400 gm.) Half Plate (200 gm.)	
2.	Mini Thali (4 Phulke, Dal, 1 Veg. Sabzi, Salad, Raita/Dahi,Pickle)	
3.	Executive Thali (2 Paratha/4 Phulke, Rice, Dal, 2 Sabzi, Papad, Raita, Salad, Pickle)	
4.	Special Thali (2 Paratha, 2 Phulke, Pulao, Dal, 2 Sabzi (Paneer+ One Seasonal Veg), Papad, Raita, Salad, Sweet, Pickle, Soup)	
5.	Pav Bhaji – one plate (two pavs)	
6.	Puri Sabzi – one plate (two puris)	
7.	Phulke (one no.) - 1	
8.	Paratha (plain one no.) -1	
9.	Veg. Pulao with Raita (one plate)	
10.	Dal (one plate)	
11.	Mutter Paneer / Kofta (one plate)	
12.	Mix. Vegetable (one plate)	
13.	Aloo Dum (one plate)	
14.	Chana Masala (one plate)	

Signature of Tenderer.

**With Stamp**

# MORARJI DESAI NATIONAL INSTITUTE OF YOGA

Annexure-IV/4

## RATE LIST

### South Indian Corner

S. No.	Item's Name	Rate
1.	Plain Dosa with Sambhar and Chutney	
2.	Masala Dosa with Sambhar and Chutney	
3.	Rawa Dosa with Sambhar and Chutney	
4.	Vada Sambhar with Chutney (2 pcs.)	
5.	Masala Vada (2 pcs.)	
6.	Uttapam with Sambhar & Chutney	
7.	Dahi Vada (two pieces)	
8.	Aloo Bonda (one piece)	

**Signature of Tenderer.  
With Stamp**

# MORARJI DESAI NATIONAL INSTITUTE OF YOGA

Annexure-IV/5

## RATE LIST

1.	<b>High Tea</b> (with service)	8 Pcs. Kaju, 1 Sweet, 1 Mini Samosa / 2 Manchurian with Chutney / Sauce, Juice/Tea/Coffee	
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## Buffet Breakfast

1.	South Indian Breakfast	Idly, Mini Dosa, Vada, Upma with Chutney and Sambhar, Fruits	
2.	North Indian Breakfast	Stuffed Paratha with Curd and Pickle, Fruits	
3.	Light Breakfast	Sandwich/Toast with Butter/Jam, Fruits, Juice/Soup, Sprouts	

## Buffet Lunch

1.	Economy	2 Paratha / Phulke, Rice, 2 Sabzi, Dal, Raita, Salad, Papad, Pickle	
2.	Executive	Paratha, Pulao, 2 Sabzi (Paneer+One Seasonal Veg), Dal Makhni, Raita/Curd, Sprout Salad, Papad, Pickle, Sweet, Soup, Mineral Water (250 ml)	

**Note:**The contractor should ensure that branded refined oil is used for the cooking purpose.

**Signature of Tenderer  
With Stamp**

# MORARJI DESAI NATIONAL INSTITUTE OF YOGA

Annexure – V

## DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.

(To be executed & attested by Public Notary / Executive Magistrate on Rs.10/- non judicial Stamp paper by the Tenderer)

I / We \_\_\_\_\_ (Tenderer) hereby declare that the firm / agency namely M/s. \_\_\_\_\_ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India and should not have any litigation in any of the labour court(s).

Or

I / We \_\_\_\_\_ (Tenderer) hereby declare that the Firm / agency namely M/s. \_\_\_\_\_ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of \_\_\_\_\_ years w.e.f. \_\_\_\_\_ to \_\_\_\_\_. The period is over on \_\_\_\_\_ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false, I / we are fully aware that the tender/ contract will be rejected / cancelled by the Institute, and EMD / SD shall be forfeited.

In addition to the above, the Institute will not be responsible to pay the bills for any completed /partially completed work.

DEPONENT

Attested:

(Public Notary / Executive Magistrate) with Date

Name \_\_\_\_\_

Address \_\_\_\_\_

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## **Terms & Conditions**

- 1) The tenderer will have to attach attested photo copies of the distributorship/ agency given to him by the company for running Vending machine with tender documents.
- 2) In case of Vending Machine, the tenderer shall also quote brand name and rate at which Tea, Coffee and Soft drinks will be sold to the customers.
- 3) All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected. **Conditional tenders shall not be considered for acceptance.**
- 4) The license fee would be payable every month in advance by the 7<sup>th</sup> of each month. The use of licensed premises would be allowed to the successful tenderer after he /she has paid one month license fee in advance in addition to Security money.
- 5) The licensee cannot make any adjustment against the Security Deposit. The Security Deposits will be returned to the licensee without any interest after handing over the possession of the Canteen premises peacefully and settlement of all the dues.
- 6) In the event of license fee being not paid by the due date, the licensee shall be liable to pay interest @ 18% per annum on the amount remaining unpaid.
- 7) The forfeiture of security money under any of the circumstances as stated in paragraph 5 shall be without prejudice to any other remedies available in respect of any loss or damages which may be caused to the Institute by the licensee.
- 8) The Morarji Desai National Institute of Yoga, New Delhi does not bind itself to accept the highest or any other tender and reserve the right to reject any or all tenders without assigning any reason therefore and without being answerable to the tenderers in any manner whatsoever. The license granted can be revoked in public interest and the licensee can be asked to vacate the site on one month notice for which no damage shall be liable to be paid by the Morarji Desai National Institute of Yoga, New Delhi.
- 9) The licensee shall have to obtain requisite permission/ license/ registration, if required, from the Municipal or other authorities concerned before commencing his business.
- 10) That the licensor shall have the right to revoke the license in the event of breach of any of the terms and conditions of this license or any instruction issued there under any the licensor shall forfeit the security deposit in part or in full in its sole discretion.
- 11) In addition to these terms and conditions, the licensee shall abide by all the terms and conditions which will be specified in the attached agreement (License Deed) form.
- 12) No additional space shall be allowed and licensee keeps their goods inside the Canteen and there will be no encroachments/ additions and alternation in any manner whatsoever.

- 13) The successful tenderer shall abide by the provision of all local laws and law of the land, any failure to fulfill this agreement shall attract the penal provision of relevant law as well as panel provision of the agreement.
- 14) The successful tenderer shall not be permitted to use coal, firewood or any fuel, which emits smoke or pollutes the environments. The use of L.P. Gas (for cooking purpose) only will be permitted. Non-compliance of this condition shall entail a fine of Rs.1000/- (Rupees One thousand only) for each violation. Decision of the Director in this regard shall be final and binding.

I accept the above terms and conditions.

**Signature of Tenderer**

**Name of Tenderer** : \_\_\_\_\_  
**(In capital letters)**

**Father's Name** : \_\_\_\_\_

**Residential Address** : \_\_\_\_\_  
\_\_\_\_\_

The tenderer should write his/her name with parentage or the name of husband and complete address. In case the tenderer is a firm, the name of all the partners who comprise the firm be disclosed and a certified copy of the partnership deed is enclosed. If the bidder is a company, the director Managing Director duly authorized by the company should sign these terms and conditions.

**Signature of Tenderer**

**Sanitation Conditions: - Food Sanitation, Water Sanitation and General Sanitations.**

**Periodically checking for above or if & when requirement will be made by the Director or his authorized representative(s).**

**(I). Food articles & drinks:-**

- (a) Food articles should not be kept on floor subject to contamination by dust or by rodents/rats or flies etc. always kept in shelves or in height.
- (b) Prepared food articles are kept covered protected from flies & dust & should be stored above the ground floor level.
- (c) Milk & milk products should be superior quality taken from reliable & approved sources to avoid food adulteration/contamination.
- (d) Packed approved food articles should be taken/use after seen their manufacturing & expiry date.
- (e) Cooked food supplied outside the mess/canteen should be covered properly (Covered with a plate or paper or aluminum foil)
- (f) Used fresh food material free from any contamination (Vegetable, milk, fruits etc.)
- (g) Avoid strictly reuse of any cooked food material or drinks.
- (h) Market superior quality materials should be used for cooking purpose.

**(II) Utensils:-**

- (a) Utensils should be easily washable & kept in good condition. There is no corrosion cracked or chipped utensils should not be used.
- (b) Cooking, eating & drinking utensils are thoroughly cleaned & washed (preferably with soap/detergent & hot water) after each use.
- (c) Use dough trough, tray should be cleaned with soap/detergent & hot water after day work.

**(III) Equipment:-**

- (a) The equipment should be properly located to facilitate cleaning.
- (b) Cases, counters, shelves, tables, chairs, refrigerators, slices, stoves (gas), hoods, hot case etc. should be kept clean & stain free & safely operated.

- (c) Juicer, Coffee, Tea, Soft drink etc. machine should be sterilized by the specialized agency periodically in a week or directed by the Administration and should maintain proper record.

**(IV) Washing:-**

- (a) Washing places should be well drained to avoid nuisance from flies, offensive smell etc. & drains should free from any chow kage of traps etc.
- (b) After use clean the place thoroughly with the use of disinfectants.

**(V) Employer:-**

- (a) Behavior of employees of the contractor should be good & helpful.
- (b) Worker must wear clean aprons & caps and hand gloves.
- (c) They should not be allowed to smoke or chew pan, tobacco, drink alcohol etc. in & around the kitchen/canteen.
- (d) The employees should clean their nails & hands with brush & soap before handling the dough & cooking & servicing food/meals.
- (e) Worker should free from any diseases & not be a carrier of disease. Periodically medical check -up of the workers should be made & maintained proper record.

**(VI) Other condition:-**

- (a) Kitchen should not be used for residence.
- (b) The store should be properly cleaned by proper arranging of articles in racks & bags.
- (c) Kitchen & dining hall should be clean day/wet thrice a day or as per requirement.
- (d) Kitchen kneading tables top, sides, bottom, should properly cleaned/stain free by using of soap/detergent & hot water after day's work.
- (e) Floors should be impervious & easily cleaned & in good repair.
- (f) Floor should be kept clean by moping with using of disinfectants such as approved phenyl & sanitizer etc.
- (g) Walls & ceiling should be kept clean from cobweb & dust etc.
- (h) Doors & windows glasses should be clean gently which will not affect ventilation & light.
- (i) Serving table & chain should be kept clean.
- (j) No smoking & no use of tobacco, alcohol etc. in the campus.

**(VII) Garbage Disposal**

- (a) For disposal of garbage arrange proper capacity covered dustbins.
- (b) Dust bins should be cleaned timely or as per load.
- (c) Approved insecticides should be used in dustbins.
- (d) Entire area in & around the should be cleaned every time.

**(VIII) (a) If food sanitation & food safety measure are not maintained by the contractor then, penalty will be imposed as below:-**

- (i) Lacking in general cleanness in the premises = Rs. 500.00
- (ii) Lacking in food safety measure in the premises = Rs.

1000.00

Per checking visit.

In cases, if food adulteration & health hazardous

- (ii) condition detect in the premises = Rs. 10000.00  
Per checking visit

# MORARJI DESAI NATIONAL INSTITUTE OF YOGA

## Annexure – VI

### AGREEMENT

1. That in consideration of the premises ( Canteen measuring \_\_\_\_\_ ) and payment of Rs. \_\_\_\_\_ as returnable/refundable security deposit and agreement to pay Rs. \_\_\_\_\_ per month by draft/cash payable to Director, MDNIY as license fee therefore commencing from \_\_\_\_\_ and for consideration of the terms and conditions here set-forth, the Institute grants on to the licensee the privilege to run a canteen for a period of one year commencing from \_\_\_\_\_ and expiring on \_\_\_\_\_ and the Institute reserves its right to revoke it at any time by giving 30 days notice in writing if the performance is not found satisfactory. The Security Deposit shall be forfeited upon termination of contract. The Security Deposit shall be refunded to the licensee if he does not wish to continue after the expiry of the agreement period/or before the expiry of the agreement by giving 30 days notice in writing to the Licensor (MDNIY).
2. That this license shall be absolutely a bare license and anything contained herein shall not be deemed to give any right in law in respect of the said premises to the licensee in any manner.
  - (a) The Institute shall initially equip the canteen with electric connections, electric bulbs/tubes lights, fans etc. Thereafter, the licensee shall be responsible for the proper maintenance/replacement/ additions in the above items provided by the Institute. As soon as the term of agreement expires or the agreement is otherwise terminated, the licensee shall be liable to return to the Institute all the items issued by the Institute in good condition. In case of any shortage, breakage and /or unserviceable goods, the loss there of shall be recovered from the licensee.
  - (b) The licensee shall equip the canteen with decent material/services to the satisfaction of the Director of the Institute.
3. The licensee shall pay every month in advance before the 7<sup>th</sup> day of the month license fee of Rs. 1000/- per month for the use any occupation of the said premises or at such other rate to be fixed by the Institute from time to time which will have retrospective effect also if so specified. In the event of the license being revoked or determined, the licensee shall pay a proportionate part of the license fee at the rate in force for the fraction of the current month upto the date of such revocation of determination. In case the licensee fails to deposit the license fee. within the specified period, an interest @18% per annum shall be charged for the same from the licensee.
4. In case the licensee shall fail to pay the monthly license fee as prescribed above, in time or commit breach of any of the terms and conditions, the Institute will notify the licensee about the said arrears of breach, as the case may be, and in the event of the licensee failing or omitting to remedy the breach or paying up the arrears

within **15 days of the said notice, the** Institute may terminate license in writing to the licensee and thereafter the Institute shall have the absolute right to enter upon the premises and take possession of the premises.

5. That the Institute shall have the lien on all the belongings of the property of the licensee for the time being in or upon the premises of the Institute and if the licensee does not pay the arrears of license fee or other dues payable to the Institute, even after the termination of the license, the Institute will have the right to realize the amount due to the Institute by putting the said belongings in public auction and shall notify the said auction to the licensee.
6. Where any belongings of the licensee are sold, the sale proceeds thereof shall, after deduction of the expenses incurred by the Institute in disposing of his belongings and after deducting the amount if any, due to the Institute on account of arrears of rent or damages or cost or any other charges, be paid to him or a person or person as may appear to the Institute to be entitled to the same.

Provided that where the Institute is unable to decide as to the person or persons to whom the balance of the amount is payable or as to the appointment of the same, the decision of the Director of the Institute shall be final.

7. The price to be charged by the licensee shall not exceed those approved by the Institute for the trade of which he has been granted the license and these shall be displayed by him prominently in the premises on a sign board to be provided by him. The prices of those articles etc. which are not included in the list of rates approved by the Institute will be brought to the notice of the Institute and will be charged at such rates as may approved by the Institute from time to time.
8. The licensee shall not carry out any addition or alteration to the said premises and any construction thereon and electrical or sanitary installation in the said premises without prior permission of the Institute. If any additions or alteration are required by the licensee, a request to this effect may be made in writing to the Institute who may consider the same on such terms and conditions as may be deemed appropriate.

The licensee shall make good any damage caused to the said premises normal wear and tear being accepted. The decision of the Institute on the question whether any damage is caused to the premises and what amount of compensation would make good such damage shall be final and binding in the parties thereto.

9. The licensee shall not permit the said premises or any part thereof being used by any other person for any other purpose whatsoever without the previous consent in writing of the Institute and in default thereof shall be liable for rejectment. The licensee shall not introduce any partner nor shall transfer possession of the premises or part thereof or otherwise carry on the business in the premises with any other person or assign, transfer, charges or otherwise alienate his interest in the premises shall not change the business for which the said premises are licensed to him.
10. (i) The licensee shall not allow any other persons to the premises with or without consideration. He shall not use the premises or any other space on the campus for residence purpose of his employee or for the purpose other than that provided in this

license deed. He shall not make or permit to make, any structural additions and alterations to the premises, without the previous written sanction of the Institute, otherwise fine shall be increased accordingly. (ii) The Verandah if do not form part of the premises allotted to the licensee. Accordingly, the licensee shall not make any encroachment on the said verandahs by placing, tables or any other goods or articles of any kind. It shall be the duty of the licensee to ensure that these verandahs always remain open and accessible to the public otherwise a fine of Rs. 500.00 in each case shall be imposed accordingly by the Director.

11. The licensee shall on revocation or termination of this license, hand over the possession of the said premises to the Institute in as good a condition as they were at the date of occupation of the licensee normal wear and tear excepted.

The licensee shall give at least thirty days prior notice in writing of vacating the said premises, pay the arrears of license fee if any, before vacating the said premises, and in default render himself liable to be used for the recovery of arrears and necessary legal expenses. Similarly, the Institute shall be entitled to give him thirty days notice to vacate the said premises.

12. In the event of the death of the licensee being an individual or the dissolution of the firm as the case may be or the licensee being adjudged insolvent or any proceeding under the Insolvency Act being initiated against the licensee, or any proceeding for the winding up of the Company if the licensee is a company, the license shall stand automatically revoked. Provided that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Institute.
13. The licensee shall abide by the law in force including the municipal bye-laws relating to the food, drinks hygienic conditions etc. and shall himself / herself obtain the required necessary license from the competent authority. The licensee shall comply with the instruction issued from time to time by the Institute or by an Officer/Committee nominated by the Institute in this behalf.
14. The Institute may appoint a person/committee to visit the premises periodically and submit it's reports regarding sanitary conditions, the quality of food stuff served to customers, overall catering services including the furnishings in the premises and any other matter connected with the premises. On the basis of this report, the licensee will be advised, and if need be warned, to improve conditions, and if he does not comply with the same within the stipulated time the license may be terminated by the Institute without any further notice to the licensee.
15. The cooking medium shall be such hydrogenated vegetable oil as may be approved by the Institute in writing.
16. The material sold by the licensee shall be obtained by him from the approved sources, and shall be of good quality of their respective kind and of reasonable quantity. The Institute shall have the right to stop the sale or even destroy those articles which are not consideration of the requisite standard or are found unfit for human consumption. If on examination it is proved to the satisfaction of the Institute whose decision shall be final.
17. The licensee shall keep a Complaint-Cum Suggestion Book' at a conspicuous place in the said premises in which suggestions may be recorded by the customers and which shall be open to inspection by an officer duly authorized be the Institute. The Licensee shall implement these suggestions within a period of one

week and where it is not possible to do so, he shall bring the matter to the notice of the Institute. The Licensee shall also put up a sign-board reading “Suggestion book available at the counter” within a fortnight from the date of allotment of the premises. The Institute may also prescribe, if need be, the number of employee to be engaged by the licensee keeping in view of the size of his business. They shall be properly and neatly dressed. The licensee shall also furnish to the Institute information about the employees engaged by him in the prescribed form within a fortnight of the date of allotment of the premises (along with two pass-port size photograph of each employees.) Similarly, information/photographs shall be supplied subsequently as and when changes are made by the licensee in this respect.

18. The licensee shall ensure that persons not below a particular age, and as may be permissible under the relevant law, are employed and shall also maintain an attendance Register for his employer.
19. The dealings of the Licensee and his servants with the customers shall be polite and courteous.
20. The contract is valid for a period of one year which is extendable by another one year on satisfactory performance of the service.
21. If any persons employed by the Licensee in connection with the purpose of this License deed is found guilty of Breach of rules/discipline/terms of this deed the Institute shall have the right to require the Licensee to terminate the services of such an employee who shall not afterwards be allowed to be permitted by the Licensee to visit to the premises/campus without the prior written permission of the Institute.
22. The Licensee shall not exhibit in the said premises any printed or written notice, advertisement, poster, etc. of any kind whatsoever without the previous approval of the Institute except his own trade.
23. The Institute shall not be held responsible for any loss or damage occurring to any goods, stores or articles intended for sale that might be kept in said premises, kitchen cellars or other offices.
24. The Licensee shall make good any damage caused to the said premises. The normal wear and tear, if any shall also be brought to the notice of the Institute in writing at the end of each month, failing which any damage noticed later shall have to be made good by the Licensee according to the decision of the Institute. Further the decision of the Institute on the question whether any damage is caused to the premises and that amount of compensation is payable shall be binding on the Licensee.
25. In all disputes and differences arising out of or in any way touching or concerning this License deed, the decision of the Director or the Institute or his nominee shall be final and binding on the Licensee.
26. The said premises shall remain open on week days both in winter and summer for the use of students staff and visitors with the permission of Director. The Licensee shall not without the permission in writing of the Institute close the premises or

otherwise suspend the Licensed Business for more than a week. The Licensee shall be available at the premises daily and can absent only if permitted by the Institute for short period on account of some unavoidable circumstances beyond the control of the Licensee and such reasons shall have to be to the satisfaction of the Institute.

27. If the period for which the premises have been allotted to the Licensee has expired and has not been formally extended and the premises are not required to be vacated, then the Licensee will continue on the same terms and conditions till the license is renewed or the premises are not got vacated by the Institute.
28. The Licensee shall not do anything in or outside the premises which may be nuisance or a cause of annoyance to the neighbourers.
29. On the expiry, or earlier termination of this license deed, the premises shall be vacated peacefully by the Licensee and the shall clear all dues before vacating them. It shall be the responsibility of the Licensee to hand over the possession personally to the Institute in the same condition in which he had occupied them. However, if he fails to do so, the action stipulated in this License deed and any other action deemed appropriate by the Institute shall be taken.
30. The Licensee shall make use of the said premises for his business purpose only and shall keep the adequate area around the said premises clean and in hygienic condition and he shall not cause any obstruction or encroachment whatsoever under any circumstances.

If at any time it comes to the notice of the Institute that the area around the said premises are being use by unauthorized person with the connivance of the Licensee or that the Licensee has put up any Hoarding, show-cases etc. stacked any goods in such areas or is carrying on any activities which cause nuisance to other Licensee or that the Licensee is using the said premises for any purpose other than specified in the Agreement then, notwithstanding anything contained in the Agreement the Institute shall be entitled forth with to determine the License without assigning any reason and without service of notice to the Licensee, and to claim damage at such rates as may be decided by the Institute.

31. Any notice to be given the Licensee under the terms of this License shall be considered to be duly served if the same shall have been affixed on the outer or any other conspicuous part of the said premises.
32. All payments to the Institute shall be made by a bank Draft or Cash. No cheques will be accepted.
33. It is assumed that capacity of students/staff/visitors is 75-100 (approx.). However this number is likely to be higher.
34. Terms & Conditions for food, water & General Sanitation as per Annexure-“A”.

**(On behalf of the Licensee)**

**(On behalf of the Institute)**

**IN THE PRESENCE OF:-**

- 1.
- 2.

**TENDER FILE NO: MDNIY/S&P/2016-17/518**

**MORARJI DESAI NATIONAL INSTITUTE OF YOGA**

68, Ashok Road, New Delhi – 110001

**TENDER DOCUMENT**

Tender for  
Providing canteen services  
At MDNIY Campus

**SCHEDULE OF TENDER**

<b>Date of start of issue of tender documents</b>	<b>: 10-08-2016</b>	
<b>Last date for issue of tender documents</b>	<b>: 31-08-2016</b>	10.00 AM
<b>Last date and time for submission of Tender Form</b>	<b>: 31-08-2016</b>	11:00 AM
<b>Date of opening of technical Bids</b>	<b>: 31-08-2016</b>	11:30 AM
<b>Date of opening of financial Bids</b>	<b>: 02-09-2016</b>	02:00 PM

