

MAULANA AZAD NATIONAL URDU UNIVERSITY
GACHIBOWLI, HYDERABAD 500032
(A Central University Accredited 'A' Grade by NAAC)



TENDER DOCUMENT FOR RATE CONTRACT
FOR
PROVISION OF CANTEEN SERVICES AT UGC HRDC, MANUU, GACHIBOWLI,
HYDERABAD

[tender published on e-publishing (CPPP) of GoI]

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TENDER DOCUMENT
For Provision of Canteen Services at UGC-HRDC, MANUU Campus

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TENDER DOCUMENT CUM RATE CONTRACT DETAILS

1.	Work / Services	Provision of Canteen Services at UGC HRDC, MANUU, Gachibowli, Hyderabad – 500 032
2.	Authority inviting tender	Registrar, Maulana Azad National Urdu University, (MANUU), Hyderabad
3.	Duration of contract	One year from the date of signing of contract extendable further
4.	Estimated cost of contract	Rs. 15.00 Lakhs to Rs. 23.00 Lakhs
5.	Last date and time of submission of bids	02.12.2020 up to 03:00 P.M.
6.	<i>How the bids should be submitted</i>	Online on Central Public Procurement Portal (CPPP) of NIC, Government of India.
7.	<i>To whom the EMD in original should be submitted</i>	O/o The Director, UGC-HRDC, MANUU, Gachibowli, Hyderabad – 500 032
8.	Date and time of opening of technical bids	Will be notified on CPPP as per CPPP norms
9.	Date and time of opening of financial bids	Will be notified / updated later through CPPP.
10.	Amount of Bid Security (EMD)	Rs. 40,000/- (Rupees Fourty thousand only)
11.	Bid Validity Period	75 (seventy five) days from the last date of submission of bids




SECTION -1
NOTICE INVITING TENDER

The University Grants Commission has sanctioned a UGC Human Resource Development Centre (UGC-HRDC) to Maulana Azad National Urdu University in January 2007. The Centre has devoted itself to training and professional development of College and University teachers, Principals and Academic Administrators, non teaching staff and also research scholars. The UGC HRDC, MANUU invites online tender in two bids system(technical and financial) under e-procurement method from the reputed Proprietor / Partnership firms / reputed firms for canteen and catering services under annual rate contract for **UGC HRDC, MANUU on NEED BASIS OR DURING TRAINING SESSIONS ONLY**. The selected firm is expected to provide the following canteen services during the sessions, with **UNLIMITED QUANTITY**, viz.,

- Two times Tea/Coffee with snacks
- Break-fast with tea/coffee
- Lunch (Vegetarian and Non-vegetarian alternate days) and
- Dinner

Further, the orders will be issued on short-term notice (before 2-3 days from the commencement of the programme) 'as and when' each programme/participants are finalized and the firm shall have to take up the catering services during the programme period.

The document can be downloaded from the Government of India, Central Public Procurement Portal (CPPP) website www.eprocure.gov.in or from the University's website www.manuu.ac.in.

The bidding documents (technical bid and financial bid) duly filled-in as per the instructions contained in Section 2 of this document (Instructions to Bidders) along with copy of required documents and Account Payee Demand Draft / Banker's Cheque / Bank Guarantee/ Fixed Deposit Receipts for Rs.40,000/- drawn / made in favour of Finance Officer, *Maulana Azad National Urdu University, Hyderabad* towards Bid Security (Earnest Money Deposit) must be uploaded on CPP Portal on or before **02.12.2020** up to **03.00 PM**. The EMD in original must be submitted to the before opening of the bids either by hand or through post.

Date: 10.11.2020

Place: Hyderabad.


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SECTION – 2

INSTRUCTIONS TO BIDDERS

2.1 General Instructions

- 2.1.1 For the bidding / tender documents purposes, 'Maulana Azad National Urdu University' (MANUU) shall be referred to as 'Client' and the bidder / successful bidder shall be interchangeably referred to as 'Contractor' and / or 'Bidder'.
- 2.1.2 The invitation for bid is open to Proprietors / partnership firms / reputed firms in catering and canteen services etc.
- 2.1.3 The bidding documents (technical bid and financial bid) must be submitted before the time specified in the tender.
- 2.1.4 While all efforts have been made to avoid errors in preparation of tender documents, the bidders are advised to check the same carefully. No claim on account of any error detected in the tender document shall be entertained.
- 2.1.5 The duly filled-in technical bid along with copy(ies) of requisite supporting documents and financial bid should be submitted before the last date. Non-receipt of any of the required documents or bid with incomplete details will lead to rejection of tender.
- 2.1.6 Any person signing on behalf of a bidder (other than proprietor / partner) must attach scanned copy of the authorization letter/ Power of Attorney from the actual bidder as the proof of authorization for signing on his/ her behalf.
- 2.1.7 Each bidder shall submit only one bid against this invitation of tender.
- 2.1.8 Bid containing conditional offers, offers with deviation from the conditions of contract, bids not meeting the eligibility criteria, technical bids not accompanied with Bid Security / Earnest Money Deposit of requisite amount / format or any other requirements stipulated in the tender documents are liable to be rejected.
- 2.1.9 The firm or company, etc., after submission of the tender, may withdraw, substitute or modify the tenders without forfeiture of Bid Security / EMD before the last date of submission of tender. Any such request received after the prescribed date and time of submission of tenders will not be considered.
- 2.1.10 No bid shall be withdrawn in the interval between the last date of submission of bids and expiration of the period of bid validity.
- 2.1.11 A bidder shall not have conflict of interest with other bidders. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- they have controlling partner(s) in common; or*
 - they receive or have received any direct or indirect financial stake from any of them; or*
 - they have the same legal representative/ agent for the purpose of this bid; or*
 - they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder.*

- 2.1.12 A prospective bidder may seek clarification in writing from the MANUU on the tender documents well before the due date of submission of bids.
- 2.1.13 At any time prior to the date of submission of bids, the MANUU may, whether its own initiative or in response to a clarification sought by a prospective bidder, amend bid documents by using corrigendum which shall be notified on the MANUU official website.
- 2.1.14 In case the amendments in the tender document require revision in the bids already submitted by that time and there being inadequate time to revise the bids by the notified last date and time for submission of revised bids by the bidders, the date and time of submission of bids may be suitably extended at the discretion of the MANUU. In such a situation, the bidders shall also be required to extend the validity period of their bid security / EMD.

2.2 Bid Security (Earnest Money Deposit)

- 2.2.1 The bid must be accompanied by a Bid Security (Earnest Money Deposit) of Rs. 40,000/- in the form of an Account Payee Demand Draft / Banker's Cheque / Fixed Deposit Receipts/ Bank Guarantee of any nationalized bank drawn / made in favour of The Finance Officer, Maulana Azad National Urdu University, Gachibowli, Hyderabad payable at Hyderabad. However, the firms / companies registered as Micro and Small Enterprises (MSEs) as defined in Government of India's MSE Procurement Policy, Start-ups as recognized by Government of India, Department of Industrial Policy & Promotion are exempted to furnish bid security subject to production of proof of their registration.
- 2.2.2 The financial instrument mentioned in para 2.2.1 should be enclosed along with the technical bid.
- 2.2.3 The Bid Security should remain valid for a period of 75 days beyond the final bid validity period.
- 2.2.4 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Client in respect of any previous services/ work shall be entertained.
- 2.2.5 A bidder's Bid Security will be forfeited if the bidder withdraws or amends its offer or impairs or derogates from the tender in any respect within the period of validity of the tender.
- 2.2.6 In the case of a successful bidder, the Bid Security will be forfeited, if the bidder fails to
- (i) *furnish the required Performance Security within the specified period;*
 - (ii) *honour his/ her own quoted prices for the services or part thereof;*
 - (iii) *sign the contract in accordance with the terms of the tender document.*
- 2.2.7 Bid Securities of unsuccessful bidder(s) will be returned to them at the earliest after expiry of the final bid validity period and latest by 30th day after the award of contract.
- 2.2.8 In the case of successful bidder, the Bid Security will be returned on receipt of Performance Security.

2.3 Minimum Eligibility Criteria

- 2.3.1 The bidder shall be a Proprietor / Partnership firm / reputed firms in Canteen / Catering services etc. having their business operations in canteen services at Hyderabad.
- 2.3.2 The firm shall submit the EMD of Rs. 40,000/- or EMD exemption certificate along with relevant document (if any).
- 2.3.3 The bidder must have a valid FSSAI license.
- 2.3.4 Bidders shall have to meet the following pre-qualification criteria:
- (a) *Should have the Average Annual Turnover of Rs. 16,00,000/- during the preceding at least two years ending with 31st March, 2019/2020. (or)*
 - (b) *That the bidder/contractor should have at least eight(8) years of experience in maintenance of Canteen Services in any Government Firm/Institution. (or)*
 - (c) (i) *Should have executed Canteen/catering services/works against three purchase orders worth Rs. 8,00,000/- each during the last five years (ending on the date of publishing this tender). (or)*
(ii) *Should have executed Canteen/catering services/works against two purchase orders worth Rs. 10,00,000/- each during the last five years (ending on the date of publishing this tender). (or)*
(iii) *Should have executed Canteen/catering services/works against one purchase order worth Rs. 16,00,000/- during the last five years (ending on the date of publishing this tender).*
- 2.3.5 The bidders are expected to have in possession of required equipments for the said services/work etc. with alternate / standby machine to ensure uninterrupted / timely delivery.
- 2.3.6 Bidder should not have suffered any financial loss for more than one year during the preceding three years ending 31st March, 2019.
- 2.3.7 Bidder should not have been blacklisted on any score by any Government Department/ Autonomous Body/ Public Sector Undertaking. Any information in this regard subsequently found to be incorrect after submission of bid or award of contract will entail rejection of the bid or cancellation of Award of Contract as the case may be.
- 2.3.8 Only those bidders shall be treated as eligible to participate in the bidding process who, through their letter of submission of bid (Bid Cover Letter), declares as under:
- (i) *No benefit shall be offered to the employees of the Client's organization which are not legally available to them and also no offence shall be committed under Prevention of Corruption Act, 1988 or Indian Penal Code, 1860;*
 - (ii) *No undisclosed agreement or understanding with other bidders shall be entered into with respect to prices, certifications etc.;*
 - (iii) *No payment has been made to any agent/ broker or any other intermediary for this bidding;*
 - (iv) *No transgression has been committed in the past with any other organization in India or abroad that may impinge on the anti-corruption principle.*

- 2.3.9 In proof of having fulfilled the minimum eligibility criteria mentioned at clauses 2.3.1 to 2.3.7, the legible scanned copies of the following self attested documents/ information must be uploaded with the technical bid:
- Each copy of GSTIN, certificate of Incorporation issued by the Registrar of Companies and firm registration certificate.*
 - Copies of audited Balance Sheet and Profit & Loss Account of the firm for at least 2 years viz., 2017-2018, 2018-2019 or 2019-20.*
 - Copies of work orders in support of information required at clause 2.3.3 of the tender document.*
 - An affidavit on non-judicial stamp paper for Rs. 50/- declaring that the firm/ company had never been blacklisted by any authority (Original Affidavit shall be hand over to the Assistant Registrar Purchase & Stores Section before the last date of the submission of online tender).*

2.3.10 This Request for Proposal (RFP) is issued with no financial commitment and the MANUU reserves the right to change or vary any part thereof or foreclose the procurement process at any stage. The MANUU also reserves the right to disqualify any vendor, if warranted, at any stage.

2.4 Bid Validity Period

2.4.1 Bids shall remain valid and open for acceptance for a period of 75days from the last date of submission of bids.

2.4.2 The University may, without assigning any reason, request for extension of bid validity for another period of 30 (thirty) days without any modification in the bid already submitted.

2.5 Submission of Technical Bid

2.5.1 Technical Bid should be submitted online on Government of India's Central Public Procurement (CPP) Portal in the form prescribed at Annexure-II of this tender document.

2.5.2 The following documents shall comprise the Technical Bid:

- Technical Bid Submission Letter (Bid Cover Letter) in the form prescribed at Form-1 inter alia containing the declaration required at clause 2.3.8. The letter should be printed on company's letter head and signed by the authorized signatory.*
- Duly filled-in and signed Annexure-II containing information required.*
- copy(ies) of all the supporting documents as required in clause 2.3.1 to 2.3.7*
- Bid Security (EMD) in any of the form mentioned in clause 2.2.1 (original to be submitted)*

2.6 Submission of Financial Bid

2.6.1 Financial bid should be submitted online (CPP Portal) in the 'Price Schedule' Form prescribed.

2.6.2 Financial Bid should be as per the CPP format online only.

2.6.3 Bidders must quote in Annexure-III as per terms stipulated in Section 6 keeping in view the requirements in Section 3.

2.7 Opening of Technical Bids

2.7.1 Bids will be opened online only. The technical bids received through CPPP /Online shall be opened on next day after 03:00 P.M. by the duly authorized Committee.

- 2.7.2 In case, the date fixed for opening of bids is subsequently declared as holiday by the Government / University, the bids will be opened on next working date with time and venue remaining unaltered.
- 2.7.3 After opening of technical bids, a preliminary scrutiny would be conducted to ensure that EMD of requisite amount and other documents as required in clause 2.5.2 are furnished. The bids found deficient in these requirements shall be declared invalid and such bids will not be considered further for technical evaluation.
- 2.7.4 The bidders whose technical bids are otherwise found valid shall be termed as responsive bidders. The detailed evaluation of technical bids of such responsive bidders will be carried out later.

2.8 Technical Bid Evaluation

- 2.8.1 The technical bids shall be evaluated based on the documents submitted by the bidders in totality as required under clause 2.5.2 above. To assist in the examination, evaluation, comparison of the bids and qualification of the bidders, the MANUU may, at its discretion, ask any bidder for a clarification on its bid. Any clarification submitted by a bidder that is not in response to a request by the MANUU shall not be considered. The MANUU's request for clarification and the response shall be in writing.
- 2.8.2 If a bidder does not provide clarifications of its bid by the date and time set in the University request for clarification, its bid may be rejected.
- 2.8.3 MANUU also reserves its right to seek confirmation / clarification on the supporting documents submitted by the bidder from the agency(ies) issuing such document(s).
- 2.8.4 The online bid opening, evaluation, award of contract etc will be made as per CPPP Norms only.

2.9 Opening of Financial Bids

- 2.9.1 The financial bids of all the technically qualified bidders shall be opened online e-procurement method (CPP Portal) on the appointed date and time through
- 2.9.2 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L1) shall be decided only after following due procedure.

2.10 Financial Bid Evaluation

- 2.10.1 The evaluation of financial bids shall be made on the basis of rate quoted (which includes) plus applicable GST. In case of discrepancy in GST %, the unit price will be taken as base price.
- 2.10.2 The bidder whose financial bid is found to be lowest in terms of clause 2.10.1 above shall be declared as successful.
- 2.10.3 In case of two or more firms /companies quoting the same lowest rates, all such firms only will be asked to submit fresh financial quotations for all the items on short notice.

2.11 Right of Acceptance

- 2.11.1 Maulana Azad National Urdu University, Hyderabad reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids (including the lowest) at any time prior to award of contract without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders for the University action. The decision of the competent authority of the University in this regard shall be final and binding.
- 2.11.2 In the event of L1 bidder not being capable of performing the Canteen Services as per notified specifications within the stipulated time frame as required by the University, the competent authority of the University reserves the right to split the work and award a portion or full work of it to L2 bidder at accepted L1 rate if he agrees to do so. Otherwise the offer will pass on to L3 bidder and so on. The decision of the University in this regard will be binding on the bidders.
- 2.11.3 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Maulana Azad National Urdu University reserves the right to award the contract to the next higher bidder and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

2.12 Notification of award by issuance of 'Letter of Acceptance'

- 2.12.1 After determining the successful evaluated bidder, MANUU shall issue a Letter of Acceptance (LoA) / Letter of Award in duplicate in Form - 4 to the said successful bidder, who will return one copy to MANUU duly acknowledged, *unconditionally* accepted and signed by the authorized signatory, within three (3) days of receipt of the same by him.
- 2.12.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.

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SECTION-3

SCHEDULE OF REQUIREMENTS

This Schedule of Requirements contains details of catering services / items to be supplied by the firms at UGC HRDC, MANUU and other relevant information and instructions in this regard.

3.1 Canteen/Catering Services:

3.1.1 The supply of material as detailed at 3.2.1 shall be carried out by the intending firms and would be paid by the University on **as and when required since HRDC required these services throughout the year.**

3.2 General Instructions to the bidders:

3.2.1 Specifications:

	Time	Specifications
Breakfast with tea	07.00 am to 09.00 am	As per the table No. 3.2.2
Lunch	01.00 pm to 02.00 pm	
Dinner	08.00 pm to 09.30 pm	
Snacks/tea (Two times)	11.15 am to 11.45 am & 4.00 pm to 4.15 pm	

3.2.2 **Requirement: Food Item Requirements:** Table 2 A: Breakfast (Morning tiffin) Quantity: 30-40 No. of Participants during the programme days;

Sl.	Breakfast/Morning Tiffin – UNLIMITED QUANTITY (ANY TWO ITEMS every day of the week against a coupon) with safe drinking water
1.	Upma - Bombay rava/weat rava with sufficient chutney
2.	Idli with sufficient Sambar and chutney (or) Bread Jam/Bread Omlet
3.	Vada with sufficient sambar and chutney
4.	Khichdi & boiled egg with sufficient sambar and chutney
5.	Puri with sufficient curry and chutney
6.	Dosa (Plain/Masala/) with sufficient curry /sambar and chutney
7.	Poha/Suseela with sufficient required chutney
8.	Tea/Coffe as per requirement

Sl.	Standard Lunch/Dinner* - UNLIMITED QUANTITY (with safe drinking water) = 30-40 No. of Participants - Menu
Vegetarian	
1.	Wheat Items Poori or Chapatti
2.	Veg. Curry – Dry Dry Curry – required/sufficient quantity
3.	Veg. Curry – Wet Gravy Wet curry sagu -- sufficient
4.	White Rice As per requirement/sufficient quantity
5.	Sambar Drumstick/ ladyfinger/ beans / radish/ capsicum/ cucumber/ onion/ potato/ brinjal – sufficient quantity
6.	Rasam Mangalore/Pepper/Jeera/Ginger/Lemon/Tomato/Masala dal- sufficient quantity
7.	Curd Sufficient quantity
8.	Papad Fried in sufficient quantity
9.	Pickle Lemon/Mango/Mixed veg- sufficient quantity
10.	Seasonal Fruit As per requirement quantity for lunch only
11.	Salad (Onion / Cucumber /Carrot etc) As per the season and required quantity

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*Non-Vegetarian Items	
12.	Chicken Biryani; Fish Fry; Chicken Gravy on Mondays, Wednesdays, and Fridays in sufficient quantity;

Desserts – any one of the following at a time to be provided in sufficient quantity for dinner on alternative days

1.	Qubbani ka meetha	2.	Kaddu ki kheer	3.	Double ka meetha		
4.	Anjeer ka Meetha	5.	Ras malai	6.	Kashmiri Labri	7.	Seviyaan

Sl.	Standard Evening Snacks- <u>UNLIMITED QUANTITY</u> = 30-40 No. of Participants (with safe drinking water) any one of the following items with Tea/Coffee						
1.	Onion Pakoda	2.	Corn or aloo Samosa	3.	Osmania Biscuits	4.	Chips

- 3.2.3 **Quoting of price:** The bidders shall quote (online only) the amount per head as per the format given inclusive of all i.e. labour, incidental charges (if any) etc and indicate GST as per the format (financial bid / BOQ to be filled online only). Further, it may be noted that no extra amount will be admitted without prior intimation/approval of the Director, UGC-HRDC, MANUU.
- 3.2.6 **Quality check:** The HRDC Officials shall periodically inspect the quality, taste of the food served. Hygienic conditions maintained in kitchen and dining hall and the serving staff shall also be checked.

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SECTION 4 GENERAL CONDITIONS

4.1 Confidentiality

- 4.1.1 The bidder shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information related to University. The obligation is not limited to any scope and the contractor shall be held responsible in case of breach of the confidentiality of University information.
- 4.1.2 If the Contractor receives inquiries from any person or outside agencies including Press / Media, the same shall be referred by the Contractor to University immediately on receipt of such queries.

4.2 Performance Security

- 4.2.1 The successful bidder(s) shall have to furnish Performance Security each time within seven days of date of issue of Letter of Intent before issue of Purchase / Work Order from time to time during the period of contract. The value of Performance Security shall be 10% of the cost of the Purchase / Work Order issued each time and shall be furnished in the form of an Account Payee Demand Draft/ Fixed Deposit Receipts from a commercial bank or bank guarantee issued / confirmed from any of the commercial bank in India (in the form prescribed at Annexure-VI) drawn in favour of the Finance Officer, Maulana Azad National Urdu University, Hyderabad payable at Hyderabad.
- 4.2.2 If the contractor is called upon by the competent authority of the University to furnish Performance Security and the contractor fails to provide the said security within the period and in the form specified at clause 4.2.1 above, such failure shall constitute a breach of the contract and the Client shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- 4.2.3 The Performance Security so furnished should remain valid for a period of 60 (sixty) from the completion of the all tender obligations.
- 4.2.4 The Bank Guarantee will be forfeited and credited to University account in the event of any breach or negligence or non-observance of any terms / conditions of contract or for unsatisfactory performance or for non-commencement of work after issue of 'Notice to Proceed'.
- 4.2.5 On due performance and completion of the order in all respects, the Performance Security will be returned to the firm / bidder without any interest on presentation of an absolute No Demand Certificate. However, such portion of the said Performance Security, as may be considered by the University sufficient to cover any incorrect or excess payment made on the bills to the firm, shall be retained until the final report on the account of firm's bill has been received and examined.

4.3 Signing of contract agreement

- 4.3.1 The Client shall provide a draft Contract Agreement, as prescribed at Annexure-VII, to the successful bidder along with LoA. The bidder shall return the duly concurred and signed Contract Agreement printed on the non-judicial stamp paper of Rs. 100/- adjudicated by the Registrar of Stamps of Telangana State within fourteen days of the issue of LoA.
- 4.3.2 The competent authority of the Client shall sign the Contract Agreement and return a copy of the same to the successful bidder.

4.4 Validity of contract

- 4.4.1 The contract shall be initially valid for a period of one year from the date of its signing by both the parties subject to continuous satisfactory performance by the contractor. In case, the Award of Contracts / Work Orders is issued before expiry of contract (within one year), the contract will be valid till the supply is made (beyond one year) as per the delivery terms of the contract.
- 4.4.2 The period of contract of Canteen Services may be extended beyond one year for any period not exceeding further one year with mutual written consent of the contractor on the same terms and conditions as agreed to under this contract.

4.5 Payments

- 4.5.1 All payments shall be made to the bidder as per the rates quoted by the contractor in the financial bid / price schedule (Form-3) and accepted by the University within three weeks of the completion of each programme.
- 4.5.2 No price escalation, other than the revision in applicable taxes as notified by the Central / State Government from time to time, shall be entertained by the University.
- 4.5.3 University shall make deductions on account of Goods & Services Tax (GST) and Income Tax or any other deductions as made applicable by the laws promulgated by the Government of India or the State Government of Telangana, as the case may be, from any payments made to the bidder, and the amount so deducted shall be deemed to be a payment made to the bidder. The Client shall provide a certificate certifying deductions so made.
- 4.5.4 All payments by the University to bidder shall be made by means of NEFT / RTGS in the bank account of the bidder.
- 4.5.5 Neither payment shall be made in advance nor shall any loan from any bank or financial institution be recommended by the University in favour of the bidder on the basis of the order of award of work.

4.6 Disclaimer

- 4.6.1 The relatives / near relatives of employees of the University are prohibited from participation in this bid. The near relatives for this purpose shall be one who is related to the other in the manner as husband, wife father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

4.7 Termination of contract

- 4.7.1 The University may, without prejudice to any other remedy, for breach of contract / order, by written notice of default sent to the firm, terminate the contract / order in whole or part at the risk and cost of the defaulting firm:
- (a) *If the firm fails to execute the services within the stipulated period(s) as specified in the order/within any extension thereto granted by University;*
- (b) *If the supplier fails to perform any other obligation(s) under the contract / order.*

4.8 Governing laws and settlement of dispute

- 4.8.1 This contract shall be governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Hyderabad.
- 4.8.2 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the University in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the arbitration will be Hyderabad and the decision of the arbitrator shall be final and binding on both the parties.



SECTION 5

SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract shall supplement the "Instructions to Bidders" and "General Conditions of Contract" as contained in Sections 2 and 4 respectively.

5.1 Indemnification

5.1.1 The contractor shall completely indemnify and keep the University indemnified against all liabilities, losses, damages, penalties, awards, decrees arising out of litigation/ claims/ application initiated against the University.

5.1.2 University shall be vested with the sole discretion to determine damages / losses suffered on account of wrongful act or negligence by the bidder and deduct the same from the dues payable from performance security by way of initiating suitable legal action against the contractor at any point of time.

5.2 Penalties

5.2.1 Failure to provide canteen services as per requirements including any subsequent addition/ reduction made thereto within the period stipulated in clause 3.2.5 shall entitle the Procuring Entity (MANUU) to charge liquidated damages @ ½% (half percent) per day on the quantity undelivered within the prescribed time frame covered in the Award of Contract, subject to a maximum of 5% (five percent), after expiry of the stipulated time period of the supply unless extension is obtained in writing from the University on Valid grounds before expiry of delivery period.

5.2.2 If the deliveries are not ensured forcing the Procuring Entity to buy the materials / get outside services at the supplier's risk and cost from elsewhere, the loss or damage that may be sustained thereby would be recovered from the defaulting supplier.

5.3 Force Majeure obligations of the supplier

5.3.1 In the event of "Force Majeure", as soon as reasonably practicable but not more than 48 (forty eight) hours following the occurrence of such an event, the BIDDER/CONTRACTOR shall notify the University of the event of Force Majeure stating inter alia the anticipated period of Force Majeure during which the required services are likely to remain affected and also the measures which the affected party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected.

Note:- "Force Majeure" shall mean any event beyond the control of the Contractor/Bidder, which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, any natural calamities, strike, unlawful lockout, riot, terrorist act etc.

SECTION 6

PRICE SCHEDULE (FINANCIAL BID)

6.1 Form

6.1.1 The Price Schedule (Financial Bid) shall be submitted in the form prescribed at Annexure-III.

6.2 Other terms

6.2.1 The charges quoted by the bidder / firm in the price schedule shall be per page inclusive of GST, other taxes or cess or any other charges as may be levied by the Central / State Government from time-to-time. However, unit price, taxes/ cess and other charges, if any, should be shown separately in the schedule.

6.2.2 In addition to the applicable taxes/ cess, the rates quoted by the bidder shall be inclusive of all the charges.

6.2.3 No price escalation, other than the revision in applicable taxes as notified by the Central / State Government from time to time, shall be entertained by the Client during the period of contract including the extended period, if any.

6.2.4 If a Firm / Company quotes NIL rates / charges, the bid shall be treated as unresponsive and will not be considered.

6.2.5 No correction / overwriting should be made or eraser used in the financial bid.

6.2.6 The bidders shall have to ascertain the exact percentage of GST applicable on each of the items while quoting the rates in the financial bid (Annexure-III). In case of discrepancy/difference of opinion on GST rates, the University shall decide the lowest quotation on verification of the relevant rules of the GST Act vis-à-vis supporting documents provided by the bidders in respect of the claim for the GST. The decision of the University shall be final and binding in this regard.

SECTION 7
FORMS

Annexure-I	Bid Cover Letter
Annexure-II	Technical Bid Submission Form
Annexure-III	Financial Bid Submission Form
Annexure-IV	Letter of Acceptance
Annexure-V	Form for submission of Bid Security (Through Bank Guarantee)
Annexure-VI	Form for submission of Performance Security
Annexure-VII	Contract Form

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ANNEXURE-I

BID COVER LETTER
(To be written on the letter head of company)
[Ref. clause 2.3.6 & 2.5.2(a)]

To
The Director, UGC HRDC,
Maulana Azad National Urdu University, Gachibowli,
Hyderabad-500032

Ref: Invitation for bid vide MANUU's Advertisement No.....dated..... for Canteen/Catering Services at UGC HRDC, MANUU, Hyderabad – 500 032 .

Sir,

We, the undersigned, declare that:

1. We have examined and have no reservations to the bidding documents, including corrigendum/ addenda issued, if any, in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the bidding documents for Canteen/Catering Services at UGC HRDC, MANUU, Gachibowli, Hyderabad.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the bidding documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the bidding documents.
5. Government of India or any State Government or other Public Sector or Private Sector Organizations have not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.
7. We also declare that
 - (i) No benefit shall be offered to the employees of the Client's organization which are not legally available to them and also no offence shall be committed under Prevention of Corruption Act, 1988 or Indian Penal Code, 1860;
 - (ii) No undisclosed agreement or understanding with other bidders shall be entered into with respect to prices, certifications etc.;
 - (iii) The items, as required in the tender document herein, have not been and will not be made available to other entities at prices lower than the bid price;
 - (iv) No payment has been made to any agent/ broker or any other intermediary for this bidding;
 - (v) No transgression has been committed in the past with any other organization in India or abroad that may impinge on the anti-corruption principle.

Yours sincerely,

(Authorized Signatory)
Full Name and Designation
Company's Seal

Note:- Authorized person shall attached a copy of authorization for signing on behalf of Bidding Company.



ANNEXURE-II**TECHNICAL BID SUBMISSION FORM**

1.	Name of the company / firm / proprietor	M/s.
2.	Address of the company / firm / proprietor along with	Address: Telephone / Mobile No.: e-mail ID:
3.	Name, designation and telephone/ mobile number of authorized person to be contacted.	
4.	Details of EMD: Exemption of EMD for registering with MSME, NSIC etc. will be considered as per Govt. of India's rules on submission of documentary proof. Original EMD must be submitted to the Assistant Registrar (Purchases & Stores), MANUU before opening of the bid.	Rs. 40,000/- D.D. No. _____ dated _____ Bank _____
5.	Details of Firm Registration	[submit scanned copy(ies)]
6.	Details of GST Certificate / PAN Details	[submit scanned copy(ies)]
7.	Average Annual Turnover during the preceding last three years (Attach scanned copy of audited balance sheet and Profit & Loss Account for these years / certificate from CA) as per clause No. 2.3.3 (a)	[submit scanned copy(ies)]
8.	Value of work / canteen services carried out during the preceding five years (Ref. Clause 2.3.3 (b) -Attach copy(ies) of work orders)	[submit scanned copy(ies)]
9.	Has the Company ever been declared ineligible or blacklisted by any authority?	Yes / No [An affidavit on non-judicial stamp paper for R 50/- declaring that the firm/ company had never been blacklisted by any authority (Original Affidavit shall be hand over to the Assistant Registrar Purchase & Stores Section before the last of the submission of online tender)]
10.	Valid License of FSSAI registration Certificate	[submit scanned copy(ies)]
11.	signed and stamp copy of Annexure I & Annexure – II	Submit in separate Cover
12.	Any other relevant information	

DECLARATION

- I / We hereby declare that the information furnished above are true and based on available documentary evidences. In case, any of the information furnished above, either in full or in part, is at any stage, found to be incorrect, our bid shall stand cancelled or if contract has been awarded, the same shall stand terminated.
- That the firm has carefully read and understood the tender document and **agrees with all the terms and conditions** of the tender,

(Authorized Signatory)
Full Name and Designation
Official Seal



ANNEXURE-III

FINANCIAL BID SUBMISSION FORM
 (Ref. Clauses 2.6.1 & 2.6.2)
 (To be filled online only)

Name of the Bidder/ Bidding Firm / Company :						
Sl. No.	Item Description	Quantity	Per head	Basic Rate without Tax	GST % and Amount	TOTAL AMOUNT including GST
1	Canteen / Catering Services at UGC HRDC, MANUU, Gachibowli, Hyderabad provision of items as per the list and quantities of items detailed at Section 3 (Schedule of Requirements i.e breakfast with tea/coffee, Lunch, and Dinner including two times snacks with tea/coffee)	1	Per head			



ANNEXURE-IV

**LETTER OF ACCEPTANCE
or
LETTER OF AWARD
(Ref. clause 2.12.1 & 2.12.2)**

Confidential

Tender No.04/MANUU/UGC-HRDC/F.66/2020-21

Dated:

Contract Title: Canteen / Catering Services at UGC HRDC, MANUU, Gachibowli, Hyderabad.

To

M/s
.....
.....

Subject:- Award for tender No. /... titled "Canteen/Catering services at UGC HRDC, MANUU, Gachibowli, Hyderabad."

Ref. Your offer No.....dated.....against our tender No. opened on.....

Dear Sir/ Madam,

I am directed to inform you that after evaluating the bid documents submitted by you on(date), Maulana Azad National Urdu University, Hyderabad is pleased to inform you that you have been selected as the successful bidder for "**Canteen/Catering Services at UGC HRDC at MANUU, Hyderabad**". The total cost shall be(amount) as indicated in your financial bid submitted on.....(date), in accordance with the procedures intimated in the relevant bid documents.

2. You / your authorized representative(s) are requested to be personally present at Office of the Registrar, Maulana Azad National Urdu University, Hyderabad for signing of the contract by.....(date).
3. In this respect, we also request you to submit the performance security of Rupeesby.....(date). Security deposit being 10 % of the total cost of Rs.....
4. Please apply for refund of EMD deposited along with the bid.
5. You are requested to execute necessary agreement within seven days from the date of issue of this letter in the enclosed agreement form.
6. This notification concludes the legally binding contract between you and the Maulana Azad National Urdu University, Hyderabad till issue of a formal contract.

Yours truly,

Encl. Agreement Form along with the Schedule of Requirements

Registrar



ANNEXURE-V

**BID SECURITY SUBMISSION FORM
(THROUGH BANK GUARANTEE)**

(Ref. clause 2.5.1)

No.....

Date.....

To

The Registrar (hereinafter called "The Client")
Maulana Azad National Urdu University,
Gachibowli
Hyderabad 500032

Whereas M/s.....(hereinafter called "the tenderer") has submitted its bid dated.....for "Canteen / Catering services at UGC HRDC, MANUU, Gachibowli Hyderabad against owner's Tender No. dated.....

KNOW ALL MEN by these presents that WEhaving our registered office at (hereinafter called 'the Bank') are bound unto the Client in the sum of R/(Rupees only) for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these present. Sealed with the Common Seal of the Bank thisday of2020.

THE CONDITIONS OF THIS OBLIGATION ARE:

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender,
2. If the tenderer having been notified of the acceptance of his tender by the Client during the period of its validity:
 - (a) fails or refuses to accept /execute the contract,
 - (b) fails or refuses to furnish the Performance Security for the due performance of the contract,

We undertake to pay the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the authorized officer of the Bank
Name & Designation of the office
Seal, Name & Address of the Bank and

Branch

Tel No./ Fax No. of Branch



ANNEXURE-VI**PERFORMANCE SECURITY SUBMISSION FORM
(THROUGH BANK GUARANTEE)**

(To be executed on non-judicial stamped paper of an appropriate value)
(Ref. clause 4.2.1)

Date :
Bank Guarantee No :
Amount of Guarantee :
Guarantee Period : From to
Guarantee Expiry Date :
Last date of Lodgement :

WHEREAS Maulana Azad National Urdu University, Gachibowli, Hyderabad 500032 (hereinafter referred to as "The Owner" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [insert date of acceptance of the letter of acceptance(LOA)] with [insert name of the Successful Bidder](hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and provision of Canteen Services shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a commercial bank in India having a branch at Hyderabad for a sum of Rs...../- (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "Guaranteed Amount") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [insert the name of the commercial bank] (here in after referred to as the "Bank") having its registered office at [insert the address].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PBG to the bank for amendment in price.
- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding R...../-[Rupees..... only].
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by

- reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
 - (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
 - (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Hyderabad for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
 - (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
 - (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
 - (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
 - (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfills its obligations under the Contract.
 - (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*] granted to him by the Bank.

Date:

Bank
(Corporate Seal of the Bank)
*Signature of the a person duly authorized
to sign on behalf of the Bank*

