



സ്വാമിശരണം

# തിരുവിതാംകൂർ ദേവസ്വം ബോർഡ്

എക്സിക്യൂട്ടീവ് എഞ്ചിനീയർ ആഫീസ്, എസ്റ്റേറ്റ് വിഭാഗം

തിരുവിതാംകൂർ ദേവസ്വം ബോർഡ് ബിൽഡിംഗ്, എം.ജി.റോഡ്, പട്ടണൻചന്ത, തിരുവനന്തപുരം-695001

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NIT No. 01/EDT/2023-24

Date: 22/06/2023

## ടെൻഡർ നോട്ടീസ്

തിരുവിതാംകൂർ ദേവസ്വം ബോർഡ് ഹെഡ് ഓഫീസിലെ ക്യാന്റിൻ, കരാർ അടിസ്ഥാനത്തിൽ നടത്തുന്നതിന് മുന്നൂവർഷത്തിൽ കുറയാത്ത പ്രവൃത്തി പരിചയമുള്ള യോഗ്യരായ അപേക്ഷകരിൽനിന്നും മത്സര സ്വഭാവമുള്ള ടെൻഡറുകൾ ക്ഷണിക്കുന്നു. ടെൻഡർ ക്ഷണിച്ചുകൊണ്ടുള്ള അറിയിപ്പിൽ വിശദമാക്കിയിട്ടുള്ള പൊതുവായ വിവരങ്ങൾ, ടെൻഡർ ക്ലോട്ട് ചെയ്യുന്നവർക്കായുള്ള നിർദ്ദേശങ്ങൾ, കരാറിന്റെ നിബന്ധനകളും വ്യവസ്ഥകളും മുതലായവയ്ക്ക് അനുസൃതമായി ടെൻഡറുകൾ സമർപ്പിക്കേണ്ടതാണ്. ടെൻഡറുകൾ സമർപ്പിക്കേണ്ട നിശ്ചിത ഫോറം എസ്റ്റേറ്റ് ഓഫീസിൽ ലഭ്യമാണ്. ടെൻഡറുകൾ 05/07/2023, 03 മണിവരെ സമർപ്പിക്കാവുന്നതും ആയത് അന്നേ ദിവസം 04 മണിക്ക് തുറക്കുന്നതുമാണ്.

Sd/-  
എക്സിക്യൂട്ടീവ് എഞ്ചിനീയർ  
എസ്റ്റേറ്റ് വകുപ്പ്



SWAMY SARANAM

# TRAVANCORE DEVASWOM BOARD

OFFICE OF THE EXECUTIVE ENGINEER, ESTATE DIVISION

TRAVANCORE DEVASWOM BOARD BUILDING, M G ROAD, PUTHENCHANTHAI, THIRUVANANTHAPURAM- 695 001

Phone: 0471-2337790 email: tdbestate@gmail.com website: www.travancoredevaswomboard.org

NIT No.01/EDT/2023-24

Dated: 22- 06-2023

## NOTICE INVITING TENDER

*Tender No.EDT/T-01/2023-24*

The Executive Engineer, Estate Division, S.C.C.H.R Library Building, Travancore Devaswom Board, Puthenchanthai, Near Ayurveda College, Thiruvananthapuram-695 001 for and on behalf of the Travancore Devaswom Board invites competitive sealed tenders for running the canteen at the headquarters of Travancore Devaswom Board for a period of one year, from the registered, reputed, and licensed firms/agencies/contractors, having experience of at least 3 years in running canteen /catering service in a Government sector/PSUs/reputed organisations ,private institutions, etc. Tenders shall be submitted in accordance with the General information, Instruction to the tenderers, Terms & conditions of contract, etc., as detailed in the tender document.

### TENDER DETAILS:

Department	Travancore Devaswom Board (TDB),Nanthancode
Tender Title	Tender for Running Canteen Service
Type of Tender	Item wise rate (Annexure I)
User Fee (per month)	Rs. 5000/- + GST
EMD	Rs.5000/-
Cost of tender document	Rs.590/- (Rs.500+ Rs.90)
Security Deposit (Refundable)	Rs.25000/-
Period of tender	One year (May extend for the 2 <sup>nd</sup> year, based on the performance)
Last date for sale of tender document	05-07-2023; 11 a.m.
Last date and time of submission of tender	05-07-2023; 03 p.m.
Date and time of opening of tender	05-07-2023; 04 p.m.

The sealed hard copy of the tender shall be submitted in one big envelope superscripting 'TENDER FOR RUNNING CANTEEN SERVICE at /TDB HQ' and addressed to 'The Executive Engineer, Estate Division, Puthenchanthai Building, Opposite Ayurveda College, M G Road, Thiruvananthapuram-695001'

## **(A) GENERAL INFORMATION**

### **1. Scope of Work**

- i. The tender is for running Canteen at the headquarters of Travancore Devaswom Board building at Nanthancode, for one year.
- ii. TDB is having 128.25 Square metre area canteen space without kitchen equipment. The successful contractor has to bring all the required kitchen equipment, utensils, etc.
- iii. The canteen shall work on all week days except Sundays and public holidays from 7 a.m. to 8 p.m.
- iv. The successful bidder shall pay the monthly user fee every month in advance latest by 10<sup>th</sup> day of the month, to the account of the Devaswom commissioner, for the use of canteen building.
- v. The water and power supply charges are to be borne by the selected tenderer on monthly basis. The tenderer will have to bear the bill of the cooking gas also.
- vi. The Canteen building with existing facilities/equipment will be handed over by TDB in 'as is where is' condition to the contractor. All additional facilities required for operating canteen will be procured and installed by the contractor at his own cost. Such additional equipment added by the contractor shall be taken back by the contractor on expiry of the contract period.

### **2. Minimum Qualification Criteria (MQC)**

The Tenderers should have:

- i. Minimum three years' experience of similar nature during last 5 years from the registered, reputed, and licensed firms/agencies/contractors, having experience of at least 3 years in running canteen /catering service in a Govt sector/PSUs/reputed organisations ,private institutions, etc. Copy of work order and experience certificate towards successful running of canteen as per the above condition from the organization concerned should be submitted along with tender document.
- ii. The tenderer should obtain the license for running the canteen as per rules. Once contract is awarded, valid food safety certificate (FSSAI), GST, PAN as per government regulations, all the other required licenses from local and health authorities shall be procured by the tenderer directly and the copies of the same shall be submitted to the TDB within one month period.

- iii. The tenderer must have the financial capacity to run a canteen (proof to be provided).
- iv. The tenderer should give full details of all establishment/canteen where the bidder has contract service, for the service of the canteen managing committee members, if necessary.



## **(B) INSTRUCTIONS TO THE TENDERERS**

1. The Tenderer is expected to examine all instructions, forms, terms and conditions etc. in the tender document. Failure to furnish any information or documentation required by the tender documents may result in the rejection of the tender.
2. The bid should be submitted with prices quoted for all the items and the price mentioned in figures as well as word in the stipulated format in **Annexure I** without any condition. The rate for each item must be rounded to the nearest rupee.
3. Tenderer shall have to quote item wise rates, consolidated rates shall not be considered and the tender shall be liable to be rejected out rightly.
4. There will be no revision of the quoted rates on any ground during the entire tenure of the contract. The tenderer shall therefore, make sufficient provisions for all statutory liabilities applicable to them and eventual increases/inflation, if any, while quoting. TDB will not accept any claim other than mentioned in the bid.
5. The tenderer may make a physical inspection of the canteen, with prior appointment, if required, before bidding.
6. TDB accepts no responsibility for any loss/delay/non-receipt of offers not submitted in time. Offers received late/ incomplete will be summarily rejected.
7. If the last date of receiving/opening of the tender coincides with a holiday, then the next working day shall be the receiving/opening date. The department may at its discretion extend the date and time for receipt of tenders.
8. Bids along with tender documents duly filled in, all schedules and annexures as required, shall be signed and stamped in all pages as a token of acceptance of all the conditions mentioned in the document, while submitting the Tender.

### **9. EMD:**

- i. The Tender shall be accompanied by Earnest Money Deposit equal to Rs. 5,000/- (Rupees five thousand only). The earnest money deposit shall be in the form of deposit receipt from any of the nationalized/scheduled banks pledged in favour of Executive Engineer, Estate division. Under no circumstances should currency notes be enclosed in the cover containing the Tender as Earnest Money. The Earnest Money Deposit will not carry any interest. The Tender not accompanied by EMD will be treated as non-responsive and will be rejected.
- ii. Tenders received for which EMD received after the aforesaid time and date or the extended time and date, as the case may be if any will be rejected. The department in no way will be responsible for any delay in receipt of EMD. No bids by email/Telex/ Telegraph / Fax will be accepted.
- iii. The EMD of unsuccessful Tenderers shall be returned on the award of the contract to the successful bidder. The EMD of the successful Tenderer will be refunded on submission of security deposit.

- iv. The EMD shall be forfeited in the following cases:
- a) In the event of tenderer withdrawing /modifying his Tender before the expiry of Tender validity of 120 days from the last date of submission and opening or such extended period.
  - b) Failing to execute the agreement with TDB upon award of contract as required in the Tender within 07 days on receipt of LOA.

10. To assist in the examination, evaluation and comparison of Tenders, TDB may ask the Tenderers individually for clarification and response to the same by the Tenderer shall be in writing by post or by fax or by email. However, no changes in price or substance of the Tender shall be sought, offered or permitted.

**11. Acceptance of Tender:**

- i. The user fee payable to Travancore Devaswom Board will be Rs.5,000/- (Rupees five thousand only) per month.
- ii. The acceptance of a Tender will rest with the TDB who does not bind themselves to accept the lowest tender and reserves to themselves the authority to reject any or all the tenders received without assigning any reason whatsoever.
- iii. The Tender should be written legibly and free from erasures and over writings or conversions of figures. Correction where unavoidable, should be duly attested by the signature (s) of the Tenderer (s) with dates.
- iv. The tenderer shall complete all the Schedules with all the information called for therein and sign with the date and seal on all the pages of the Tender Document and the Schedules. Any Tender not so complete is liable to be rejected. The Tenderer should not submit their offer with any conditions/counter conditions anywhere in the Tender Document. The conditional Tenders, if any, shall be considered as non-responsive and shall be summarily rejected.
- v. The tenderer should obtain the valid food safety certificate (FSSAI), GST, PAN as per government regulations, all the other required licenses from local and health authorities shall be procured by the tenderer directly and the copies of the same shall be submitted to the TDB and the same shall be exhibited in the serving place, mandatorily. Non-submission of such certificate within one month will tantamount to the cancellation of the contract.
- vi. The Tender Evaluation authority reserves the right to reject the tender on receipt or on the evaluation of those tenderers whose past performance has been found not satisfactory. The decision of the Tender Evaluation Committee in this respect shall be final.
- vii. It is again made clear that the criterion for accepting the tender will not be solely the lowest premium but also previous experience in running canteens, compliance of statutory requirements, financial stability of the tenderer and their reputation etc. The decision of the Tender Evaluation Committee will be final in this respect.
- viii. The Board reserves the right to change any condition of the tender before opening of the bids.



## **12. Letter of Acceptance (LOA):**

- i. Before the expiration of the period of Tender validity or extended validity, the TDB shall notify the successful Tenderer, in writing, that his Tender has been accepted. The contractor shall remit the security deposit and sign an agreement within 07 days of receipt of the LOA.
- ii. Until a formal contract is prepared and executed, the notification of award and form of the tender shall constitute a binding contract. The contractor must commence the work within 07 days of receipt of the LOA failing which TDB shall terminate the contract.
- iii. Upon the successful Tenderer furnishing of the signed agreement form and payment of Security deposit and the user fee, the TDB will release the EMD of unsuccessful Tenderer.

## **13. Security Deposit:**

- i. The successful tenderer shall submit an amount of Rs 25,000/- (Rupees Twenty five thousand only), in the form of deposit receipt from any of the nationalized/scheduled banks pledged in favour of Executive Engineer, Estate division, as interest-free Security Deposit for the proper fulfillment of the terms and conditions of the contract, immediately after the issue of LOA and before the execution of the agreement.
- ii. Only on successful completion of the contract, the security deposit will be refunded to the Contractor without any interest whatsoever after deducting any amount due to TDB/and or statutory payments due from him.
- iii. In case the successful tenderer fails to deposit the security amount and execute the necessary agreement within 07 working days from the date of receipt of acceptance of the tender, the earnest money deposit of Rs.5,000/- (Rupees five thousand only) shall be forfeited and the tender will be held as non- responsive.

## **14. Execution of document:**

- i. The tenderer shall be deemed to have full knowledge of all documents, the canteen premises, furniture, utensils and other infrastructure available in the Canteen and the submission of a tender by a tenderer implies that he/she has read all the conditions and has made himself aware of the facilities available in the Canteen and scope, specifications & other factors mentioned in the tender.
- ii. The successful tenderer will be required to execute an agreement at his expense on non-judicial stamp paper approximate stamp value of Rs.200/-in the prescribed form for the due and proper fulfillment of the contract within 07 working days, on receipt of LOA and after submitting Security Deposit.
- iii. In case the successful tenderer fails to execute the necessary agreement within 07 working days from the date of receipt of letter of acceptance, TDB would be entitled to terminate the contract and cancel the Order. In addition, TDB will initiate action to suspend the Tenderer to participate in the Tenders invited by TDB for a period of two years.

**15.** Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the tenderers who resort to canvassing will be liable for rejection.

**16.** Tender notice and document are available at [www.travancoredevaswomboard.org](http://www.travancoredevaswomboard.org)

**Signature of the bidder.....**

**Full Name of the bidder.....**

**Address.....**

.....

.....

.....

**Email.....**

**Mobile No.....**



### **(C) TERMS & CONDITIONS OF THE CONTRACT**

1. The Contractor has to run the Canteen at the headquarters of Travancore Devaswom Board, for one year. The Canteen will be handed over in 'as is where is' condition to the contractor. All additional facilities required for operating the canteen will be procured and installed by the contractor at his own cost. Such additional equipment added by the contractor shall be disclosed to the Canteen Managing Committee and the same shall be taken back by the contractor on expiry of the contract period, with the permission of Canteen Managing Committee.

#### **2. Documents forming the contract:**

- General Information.
- Instructions to the bidders.
- Terms & Conditions of the contract.
- Annexure-I, i.e. Item-wise price bid for the food items to be served
- Annexure-II, i.e. Application and declaration of the Tenderer.
- The Letter of Acceptance (LOA) issued by the Travancore Devaswom Board to the successful bidder shall be an integral part of this contract.

#### **3. Duration of this contract:**

- i. The duration of the contract will be for one year from the date of allotment.
- ii. If TDB is satisfied with the service of the contractor, the contract period can be extended or modified at the option of the Canteen Managing Committee for a further period of one year at such rates for food articles as may be mutually agreed by both parties.
- iii. On the expiry of the terms of the contract, the contract will be terminated and the Contractor along with the workers employed by him/her shall vacate the premises.
- iv. The Board reserves the right to alter or delete any of the terms of the contract after serving one month's notice to the contractor.

#### **4. Running of Canteen:**

- i. The Contractor is required to run the Canteen at the headquarters of Travancore Devaswom Board, Nanthancode as stated in the Terms & Conditions of Contract, for one year from the date of allotment order.
- ii. The Contractor shall not assign or transfer any of his rights under the agreement to any other persons and the Contractor or his/her authorized representative shall be made available in the canteen to supervise and manage the canteen during the working hours.
- iii. The Contractor should start the working of the Canteen within seven (07) working days on execution of agreement by observing the formalities specified herein.
- iv. The responsibility for procuring the provisions, food items, fuels, etc. and all other items required for running the canteen shall be entirely that of the Contractor

## **5. Canteen premises and facilities:**

- i. The Canteen will be allotted to the Contractor on a monthly user fee of Rs 5000 (Rupee five thousand only) per month. Area of the Canteens is 128.25 sq. Meter. The rent shall be remitted by the Contractor, every month, in advance, to the account of Devaswom Commissioner.
- ii. The furniture and fixtures like dining tables, chairs, exhaust fan, ceiling fans, tube lights, kitchen/cooking equipment, wares and utensils in the kitchen will be provided on 'as is where is condition' and without rental charges. The TDB will retain the ownership of the Canteen building, furniture, kitchen equipment if any and other fixtures etc. However, the Contractor will be responsible for their safe custody and upkeep of the items.
- iii. All the above-said equipment must be maintained well and in proper working condition at every time. The maintenance of the equipment/fixtures shall be carried out by the Contractor at his cost under intimation to the Canteen Managing Committee.
- iv. Proper lighting shall be provided in the dining hall/kitchen etc., by the contractor at all times required. Necessary number of emergency lights with standby power supply shall be provided by the contractor, during power failure, at their own cost.
- v. The water supply charges should be paid by the contractor based on the actual consumption in addition to the user fee. The electricity charges also have to be borne by the contractor as per the meter reading. Any increases in rates proposed by KSEB also have to be remitted by the contractor. The tenderer will have to bear the bill of the cooking gas also.
- vi. The non-supply of water and electricity will not relieve the contractor from the liability to run the canteen. If the Contractor fails to make payments towards electricity and water the same will be recovered from the Security Deposit. The contractor has to recoup the shortfall in the Security Deposit by remitting the amount within 05 days on such intimation.
- vii. The contractor should identify any leakage of water in and around the canteen premises and inform the Assistant Engineer (Civil), Trivandrum section and similarly for electrical problems to the Assistant Engineer (Electrical), Trivandrum section and also the same to Canteen Managing Committee/TDB.
- viii. Non-payment of the monthly rent, electricity charges and water charges within the time shall be deemed to be a serious breach of the contract and may lead to termination of the contract at the discretion of the TDB.
- ix. The canteen contract should not be sub-contracted. The Contractor shall not be permitted to transfer or assign his rights and obligations under the contract to any other organization/person. At any time, it is detected that the canteen or cafeteria has been sublet or assigned to any other entity by the contractor, the Travancore Devaswom Board would be at liberty to terminate the contract forthwith without giving any notice to the contractor and further to take over the possession of the given premises and/or to hand over the same to any other party at its sole discretion.
- x. The contractor shall not make any addition or alteration to the building of the said canteen/ premises or tamper with the fittings or electrical installations therein, nor



- make any unauthorized constructions or extension to the electricity or water supply lines, without the specific written permission of the Travancore Devaswom Board.
- xi. The contractor shall make own arrangements for housekeeping, washing of utensils, disposal of used materials, waste management etc. and he/she shall submit waste disposal plan for approval of the Canteen Managing Committee within 10 days of taking over the contract. Deviations from such approved waste disposal plan will be taken seriously and expenses towards alternate waste disposal arrangement if any made by the Board will be recovered from their security deposit.
  - xii. The contractor shall use the premises only for which it has been given by the Travancore Devaswom Board under the contract. The use of the premises for other purposes will lead to the suspension/termination of the contract.
  - xiii. The contractor shall not use the premises for residential purposes or for any other purposes (including vending of any item other than those for which permission has been given) without prior written permission of TDB. The contractor shall always use and maintain the premises prudently and carefully as if it was his own.
  - xiv. The Contractor has to return all the items, such as furniture and fixtures, kitchen/cooking equipment, wares and utensils in the kitchen cook-wares, utensils and other items etc in the Canteen and Cafeteria at the time of expiry of tenure of his contract period, in good working condition. If any damage/loss is noticed at the time of handing over of these items and other equipment, the Contractor has to compensate/replace those items to the Board; else the cost will be recovered from the Security Deposit as assessed by the Canteen Managing Committee.
  - xv. The contractor shall be responsible for the acts, defaults and neglects of its workmen, fully being deemed as those of the contractor itself.
  - xvi. In case of any theft or loss of property, the contractor will be fully responsible and the contractor will have to make good of the losses so incurred to the Board, otherwise same will be deducted from the security deposit.

#### **6. Cooking Gas:**

- i. Cooking gas only be used as a cooking medium and no other fuel and it is a must. Only commercial LPG cylinders shall be used in the canteen at the expense of the Contractor.
- ii. The contractor has to maintain an LP gas maintenance register duly certified by an authorized LP gas agent/dealer once in a month. The cost/expenses for maintenance of the LP gas system has to be borne by the contractor only. No claim in this account or correspondence will be entertained.
- iii. The contractor has to take responsibility for the gas equipment and has to bear the expenditure towards consumption of the LP gas (commercial cylinders), repair, maintenance and replacement of the equipment as required. If any hazards, fire happen due to mis-handling of equipment or unavoidable circumstances, if anything happens to the canteen workers, furniture, utensils, property of TDB, the contractor himself will be held responsible and cost of such damage will be recovered from the contractor. The contractor shall educate his/her canteen personnel to work with electrical appliances and gas equipment and make them follow good safety practices and good food handling practices.



## **7. Canteen Managing Committee:**

- i. There will be a Canteen Managing Committee for Canteen at Travancore Devaswom Board building for monitoring the running of Canteen.
- ii. The Contractor shall adhere to the decision of the TDB/ Canteen Managing Committee and he will attend the meeting "on-call". The Canteen Managing Committee will meet once in every three months or as and when required and will also conduct the periodic inspection concerning the quality of food and general cleanliness in the canteen, compliance to statutory contributions to etc., and issue notice to the contractor for lapses if any. Also, the report will be submitted to the Secretary, TDB, mandatorily.
- iii. The Canteen Managing Committee must ensure the compliance of terms and conditions under the Tender Document. If any violations of tender conditions are noticed, action should be initiated by the Canteen Managing Committee against the contractor with immediate effect and same may be reported to the Secretary, TDB.
- iv. Members of the Canteen Managing Committee will have the right to inspect the quality and quantity of items supplied in the Canteen. The canteen shall be kept open for the Canteen Managing Committee Members for inspection at any time without notice. The contractor and the staff should abide by the various Acts, Rules and Regulations of TDB/ Central Government and State government and should not violate the same failing which the contract will be terminated.
- v. The Contractor or his authorized responsible representatives should be available in Canteen always. His/her name should be intimated to the Canteen Managing Committee. The contractor shall be responsible for taking all the precautionary and safety measures for the lives of the workers working under him and any person working in and around the area and the contractor shall be responsible for any mishappening during the terms of the contract and payment of any compensation etc., to them.

## **8. Complaint Mechanism:**

- i. The Contractor shall maintain a Complaint Box/Book in the Canteen conspicuously wherein the consumers may register their complaints. The complaint box/book shall be opened/ checked every week on the first working day by a member of the canteen managing committee and take necessary action on such complaints within a week.
- ii. If the complaints of identical nature persist, the TDB would be at liberty to terminate the contract forthwith without giving any more notices.

## **9. Canteen Timing, Menu, Prices and Services etc.:**

- i. The Canteen should be open on all week days except Sundays and public holidays from 7 a.m. to 8 p.m. The timing of canteen should be adhered according to the direction of the Board. However, in case of special circumstances, canteen will be required to be opened beyond these specific hours also.
- ii. The Contractor shall not keep the Canteen closed without prior permission of TDB. Any such incident shall be treated as a breach of contract and suitable action including

- penalty shall be taken for the same by Travancore Devaswom Board, as it may deem fit.
- iii. The Contractor shall supply all items as per the menu in good quality and quantity and the menu should be displayed prominently inside the Canteen. The contractor will be required to display the daily menu and the rate list of all the food articles, as per the quoted list inside the canteen building. Realizing higher price from anybody is objectionable.
  - iv. The canteen is intended primarily to cater to the employees of the TDB but the Board will have no objection to the Contractor providing food to others also in the canteen on his responsibility without causing inconvenience to the TDB employees. However, 50% of the seats in the Canteen shall be reserved for Board employees and display boards specifying "Reserved for TDB staff" shall be placed on the tables. The rates for customers 'other than TDB employees' should not exceed two and a half times the rate for 'TDB employees' for each item.
  - v. Variety shall be provided in the items served with meals etc (example-thoran or upperi with different vegetables for different days) so that customers taking food daily will not feel repetition.
  - vi. The contractor shall also make arrangements to serve snacks/tea/ coffee/ cold drinks, etc., in the official meetings and conferences as per the approved rates.
  - vii. The Contractor shall not prepare and sell any items of food articles other than those covered by the terms of this contract except with the written permission of the Travancore Devaswom Board.
  - viii. The supply of food material in the canteen should not be interrupted due to hartal, bundh or any kind of labour strike and the Contractor shall make necessary arrangement for the smooth operation of canteen during such times.
  - ix. All materials/items including vegetables, meat and fish etc, used for the cooking must be of high quality as per the relevant quality standards strictly as per the food safety and standards regulations by the Food Safety and Standard Authority of Govt. of India and other relevant national/international standards/regulations to be followed like Agmark, BIS (ISI), ISO etc. Violation observed if any, will lead to termination of the Contract and penalty as decided by the Canteen Committee.
  - x. The contractor must use good quality provision and fresh vegetables for making food items and those items must be purchased from reputed merchants.
  - xi. The contractor shall ensure the supply of purified drinking water at free of cost.
  - xii. Cooked food items shall not be kept in refrigerators and the food items once cooked shall not be recooked and served in any manner.
  - xiii. Packed food items sold through the Canteen, with the approval of Canteen Managing Committee should be of good quality and the price should not be more than MRP. No non-recyclable plastic or plastic containers are allowed to use in the canteen.
  - xiv. The Contractor shall provide a weighing balance and weight so that the authorities may check the weight of any articles during the inspection. The contractor should not use plastic/polythene bags, cups and other such things etc., which are against the Govt. rules in force /harmful to the environment/ banned by Govt. Authorities.



- xv. It will be the responsibility of the Canteen Contractor to store the stock of materials purchased by him in a neat, tidy and hygienic manner, which must be kept in containers and the containers should be airtight.
- xvi. The canteen contractor will provide food as per details given in Annexure I during all days specified. It will be the responsibility of the contractor to collect the food charges from the employees and other customers. DB will in no way be responsible or intervene in any case of non-payment of the price of food. No complaints from the contractor will be entertained in this respect.
- xvii. Safety of staff employed and security of the premises shall be the responsibility of the contractor. TDB shall be indemnified from the losses/damages, including third party claims, occurred during the operation of Canteen.
- xviii. The Contractor shall not prepare and serve food items for outdoor catering purposes unless prior written permission is obtained from the Board
- xix. If any sort of food poisoning, either minor or major, is reported from any of the canteen food, the complete responsibility shall be with the contractor. The contractor shall take immediate steps for the medical aid for the diners and any other consequential expenses fully at the contractor's own cost. Under such circumstances, the canteen contract can be terminated with the recommendation of the Canteen Managing Committee and the security deposit will be forfeited by giving a notice of 07 days.

**10. Food Safety License/Registration Number:**

- i. The Contractor should strictly observe all the rules and regulations, Bye-laws and also directions issued from time to time by the Central and State Government, local and other authorities and obtain necessary licenses, if any required, for running the canteen, engaging workers for preparation and serving food etc.
- ii. The Contractor shall also be liable to pay any fees, taxes, etc., levied by the local and other authorities. He/she should obtain/renew the license for running the canteens from the appropriate authorities of the Government of Kerala/Govt. of India, and the valid license should be exhibited in the canteen premises during the entire contract period for inspection by the competent authority.
- iii. As per the FSS Regulation, there is a mandatory requirement of displaying FSSAI License/Registration Number at premises. In addition to the existing mandatory requirement of displaying FSSAI License/ Registration Number, it will also be mandatory for Food Business Operators (FBO) to display the Food Safety Display Board for the restaurant at Food Business Operators (FBO) premise. Hence, the canteen contractor must display FSSAI License/Registration Number and Food Safety Display Board for the restaurant at the Canteen premises within one month from the date of award of the tender, mandatorily. The copy of the FSSAI License/Registration Number should be submitted to the Canteen Managing Committee within one month from the date of award of the tender, mandatorily. Non-submission of such certificate within one month will tantamount to cancellation of the contract.



#### **11. Pre-Medical Examination of Canteen Staff:**

- i. Pre-employment medical examination should be done for appointing canteen staff. Periodic medical examination at least once in 6 months should be done for all canteen/cafeteria staff. The Contractor shall not employ or permit to be employed or allow entry or the presence in the premises of any person suffering from any contagious disease.
- ii. The Contractor at his expenses should make necessary arrangements for Medical Examination of the canteen workers, employed by him at the beginning of his term of the contract and also whenever found necessary by the competent authority and the certificate should be submitted for inspection by the competent authority.

#### **12. Deployment and removal of Workmen:**

- i. The contractor shall employ in running the canteen only to such persons as are careful, skilled, experienced in their trades, dutiful, sober, and well behaved and rules compliant.
- ii. Worker(s) in the canteen shall be deployed after his/her deployment is cleared by the Canteen Managing Committee and for this purpose, the contractor shall provide the details of them including Police verification certificate at the time of signing the agreement, mandatorily. Thereafter, if any addition/alteration is there in the employees' list, then the contractor may intimate the Canteen Managing Committee along with the Police verification certificate.
- iii. All the canteen workers shall be under the control of the Contractor. For all purposes, the contractor is the employer of these canteen workers.
- iv. The contractor will be required to post skilled manpower as may be needed to supervise and guide the skilled, semi-skilled as well as unskilled workers and the contractor shall deploy adequate manpower for proper completion of the work. to carry out the following jobs;
- v. The Contractor shall ensure that the Canteen staff (both cooking and service staff) wears a clean uniform, cap covering head and hair and face mask.
- vi. The staff should not consume alcoholic beverages/smoke cigarettes/ chew pan masala etc. while present at the canteen.
- vii. The Contractor shall be responsible for strict adherence to discipline and good conduct by its workers.
- viii. The contractor shall have absolute authority regarding the engagement, disengagement, suspension, termination, retrenchment, dismissal and discharge etc. of its workmen and for all disciplinary actions against them. The contractor shall be responsible for master and servant relationship with its workmen and the TDB shall have no concern, whatsoever, with all the above-mentioned matters.
- ix. The contractor shall be liable regarding any dispute or other matters concerning its workmen which are initiated in any forum or court of law and shall further be liable to meet and discharge all the liabilities that may arise on account of its relationship with its worker from the decisions of any court including all liabilities as are thrust upon by the provisions of any labour law being in force at the time besides other statutory liabilities.

- x. The contractor shall further be liable to make good the loss to the property of the Board if any that may be caused on account of any non-responsible action on the part of its workers, whether deliberate or otherwise.
- xi. The Contractor shall be responsible to remove their staff from the canteen premises on expiry of this agreement or termination thereof whichever is early.

**13. Compliance of Statutory Obligations and Other Provisions:**

- i. It is understood that several enactments and laws would apply to the contractor, which are supposed to be complied by the contractor in letter and spirit and in particular to laws relating to minimum wages to worker, employees compensation and Goods and Service Tax or such other Acts, laws or regulations passed by the Central / States, Local Government, agency or authority.
- ii. For Employees Compensation Act, 1923 and other Labour Acts etc., the Contractor shall be treated as an independent employer assuming sole responsibility for the employees working in the canteen. The persons engaged for work in the canteen, whether casual or otherwise shall have no lien or claim whatsoever on the Board.
- iii. The Contractor shall be liable to account to the Board for loss caused to it arising in any manner as a result of any act or omission of those engaged for work in the canteen. So also the Board shall not be involved in any dispute or claims that may arise between the Contractor and those engaged by him/her to work in the canteen and to those who are the customers in the canteen or due to non-compliances of statutory requirements.
- iv. The board is not liable for payment of any fees including any charges taxes etc., to the State or Central Government or any other authorities and to obtain permission if any required from any authorities.
- v. The contractor shall ensure that no product shall be sold from the premises which are prohibited to be sold within the premises of the canteen, as per the provisions of the Cigarette and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003.
- vi. No alcoholic beverages of any description, cigarettes, pan masala items shall be handled, stored or served in the canteen under any circumstances.
- vii. The contractor shall be liable to ensure compliance of all enactments, rules, regulations and orders of other authorities, besides the instructions of the TDB, that may be in force from time to time including all the labour laws, employees compensation and the minimum wages, as well as Weights and Measures and Prevention of Food Adulteration etc.
- viii. The contractor shall follow and abide by all the legal formalities including the employment, age and working conditions of the personnel engaged by them.
- ix. The decision of the Secretary, Travancore Devaswom Board in all disputes concerning the interpretation of the terms of the contract shall be final and binding on the Contractor.
- x. It shall be Contractor's sole responsibility to protect his employee against accident from any cause and shall indemnify and protect the Canteen Managing Committee/Travancore Devaswom Board/employees of TDB against any claims for damages for bodily injury to person or property resulting from any such accidents



- xi. The contractor shall indemnify the Canteen Managing Committee/Travancore Devaswom Board/employees of TDB from any third party claim arising in any manner as a result of any act or omission of the contractor or those engaged by him.

#### 14. Quality, Hygiene, & Cleanliness:

- i. The contractor shall maintain the quality in the preparation of food items, constant supply of fresh cold and hot drinking water & availability of fresh items. There shall be no compromise regarding the quality of items to be sold in the Canteen premises.
- ii. The ingredients used for the preparation of the various food items by the Contractor shall be unadulterated and be of good quality. The supply of food, etc., should also be in hygienic conditions.
- iii. The medium of cooking and frying shall be of approved brand/standard good quality- Coconut oil/Sunflower oil. Oil once used shall not be reused for any kind of cooking/frying purposes. For the preparation of Porotta/chappathi/snacks, hydrogenated vegetable oil should be used. Palmolein oil and Dalda shall not be used as a cooking medium.
- iv. In case the Contractor uses curry powder like chilly, turmeric, coriander etc., all these packed items must be of ISI quality standard or Agmark brands only.
- v. Milk shall be fresh and must be of standard approved brand. No milk powder is permitted.
- vi. The staff of the contractor shall wear head cap, Mask and Hand Gloves while serving food.
- vii. The contractor should prepare vegetarian and non-vegetarian foods in separate containers/vessels/utensils and serve separately.
- viii. The contractor shall ensure that there shall be separate plates exclusively for serving the pure vegetarian food. No non-veg foods shall be served on these plates.
- ix. Cooked food items shall not be touched by bear hand at any time. All vessels/plates shall be kept clean always as per the required standard (3 stage cleaning). Used plates/glasses/bottles by the customer shall be immediately taken to the washing/cleaning area.
- x. The contractor is liable to supply a sample of food items for testing its quality by the authorized persons when intimated.
- xi. No item shall be stored/ kept in the Canteen after the date of expiry displayed on the packet.
- xii. The contractor shall maintain full hygienic conditions in the Canteen, in storage, preparation and servicing of eatables and in keeping the floor, furniture, utensils, crockery, cutlery neat and clean, to maintain the standards and aesthetic values in the Canteen. The contractor shall also have to make his arrangements for safe storage of materials including the food items.
- xiii. The premises should be kept well ventilated and well lit. No display is allowed outside the premises.
- xiv. The Contractor shall maintain a cordial relationship with TDB employees and customers and should not give any room for complaints in the behaviour of his/her employees.



- xv. It shall be the Contractor's responsibility to collect all dues if any from its customers and the Canteen Managing Committee/TDB shall accept no responsibility whatsoever in this regard.
- xvi. The Contractor will be responsible for good quality hygienic meals, snacks, tea etc., and its proper service. The Contractor will be responsible for the conduct and behaviour of those working under him. If the Canteen Managing Committee does not approve the quality of the food items, the service or conduct or behaviour of Contractor and/or those working under him, or the breach of any of the terms of this contract the Contractor will be noticed and the Contractor is bound to show improvement or rectify the defect noticed within 03 days of the notice received, otherwise the contract shall be terminated without further notice.
- xvii. The Contractor shall keep the premises of the canteen, canteen hall, kitchen, all the furniture, utensils, fixtures, roof/wall, ceiling fans, exhaust fans, windows and ventilations including net and its glass, and any other fittings in clean, healthy and hygienic conditions to the satisfaction of the Canteen Managing Committee. He/she must also ensure that floor of canteen hall; kitchen, washbasins and other areas of the canteen are cleaned after each meal using the perfumed disinfectant. Mopping should be done after each meal. Entire canteen area shall be washed/sanitized on all days in a week. Surrounding areas have to be swept once in a week, especially on Saturdays/Sundays. All inside/outside drainages connected with Canteen in the canteen compound premises shall be cleaned using disinfectant/phenol by the Contractor.
- xviii. A full-time Cleaner shall be engaged for continuous cleaning inside the Canteen and the toilet to ensure cleanliness and shall not permit them to serve food in any manner.
- xix. Groundwater tanks and overhead water tanks if any shall be cleaned once in two months by the Contractor.
- xx. All possible measures must be taken to ensure hygiene in the kitchen, washrooms and toilets. These include the provision of ample Liquid soap (of good quality) for hand wash at basins and clean towels to clean hands. Toilets shall be clean and kept dry and always with soap/napkin, etc. , as per the sanitation/health standards and as advised by the NITC.
- xxi. In case of failure of any terms and conditions, the Canteen Managing Committee/TDB have the right to penalize the Contractor a fine amount, as decided by the board. This will however not limit the right of the Committee to terminate the contract for non-performance.

#### **15. Sanitation:**

- i. The Contractor shall make necessary arrangement for frequent sanitation in the Canteen building/ tables/chairs etc. using disinfectant to the utmost satisfaction of the TDB/Canteen Managing Committee.
- ii. The tenderer shall ensure high standard of cleanliness, hygiene, and sanitation in the kitchen and dining. Adequate number of dustbins shall be provided by the tenderer to ensure proper disposal of garbage. There should not be any littering of unused food or

any other articles within the area. The house keeping of kitchen area and service area shall be the sole responsibility of the tenderer.

- iii. It is the responsibility of the Contractor to remove all the garbage from the Canteen. He/she shall not place the waste, anywhere other than in the bin provided for the purpose. For any violation in this regard, the contractor will be liable to meet the expenses that may have to be incurred.
- iv. Hand wash/ Soaps should be provided at washbasins and phenols at toilets used by canteen workers. The Canteen should not be used as a restroom/accommodation facility of canteen worker.

#### **16. Fire & Safety**

- i. It is the responsibility of the Contractor to provide necessary firefighting equipment that his people are also familiarized with it. The Contractor should instruct his labourers to follow all safety rules.

#### **17. Liabilities of GST and Other Taxes:**

- i. The contractor shall be liable for payment of GST to the respective department on items sold in the canteen. The TDB shall have no liability, whatsoever, in this regard and shall be deemed to be immune and indemnified in all respects.
- ii. The contractor shall also be liable to pay all other taxes, levies and other legal payables that may be applied by the Government, local authorities and other competent forums from time to time.

#### **18. User fee (facility charge):**

- i. The Contractor shall pay the monthly user fee every month in advance latest by 10<sup>th</sup> day of the month, to the account of Devaswom Commissioner, TDB, for the use of canteen building.

#### **19. Directives of Canteen Managing Committee:**

- i. The contractor shall carry out the work by this contract and the directives of the Canteen Managing Committee. The Canteen Managing Committee may, from time to time, issue further instructions, detailed directions and explanations regarding:
  - The variation or modification in the menu of eatables including additions/omission or substitution.
  - The removal from the work of any person employed thereupon in terms of the provision provided hereafter.
  - Inspection of raw materials, other equipment and utensils.
  - Maintenance of proper hygienic conditions, cleanliness and neatness of all aesthetic values.

#### **20. Contract Documents and their interpretations:**

- ii. The original agreement shall remain with the Board while a photocopy thereof may be had by the contractor if it so wishes.



- iii. The several documents forming the contract are to be taken mutually explanatory to one another and in case of any ambiguities or discrepancies, the interpretations of the same shall be communicated in writing by the TDB through its competent authority to the contractor along-with the directions, if any, and the same shall be deemed to be final and binding and shall not be open to question in court.

**21. Penal Provisions:**

- i. The TDB will have the right to forfeit the deposit amount in whole or part thereof or demand for payment of the amount due to the Port Authority, by way of any loss or damage caused to or would be caused or to be suffered by the Board because of any breach of contract or if any of the terms and conditions contained in the agreement or because Contractor fails to perform the agreement.
- ii. Even after serving the notice by the Board to make good, any shortcomings observed, if it is found that the quality or quantity of various items of food articles is lower than/inferior to that of the prescribed standard, poor cleanliness of Canteen, the Canteen Managing Committee shall have the power to impose a penalty amount, as decided by the board and shall be reported to the higher authority for further action. This will however not limit the right of the Canteen Managing Committee to terminate the contract for breach of contract.
- iii. The contract shall be terminated without any notice if it is found that the contractor makes any unauthorized payment directly or indirectly to any person/firm on this behalf.

**22. Termination of Contract:**

- i. Either party may terminate the contract by giving 90 days' notice to the other party without assigning any reasons, whatsoever. The premises, all utensils, furniture and appliances entrusted shall be returned on the date of such termination of the Agreement intact and in good condition. The contractor shall be liable to make good any loss or damage to such property on the date of such termination or within such reasonable time as may be determined by the Committee.
- ii. The contract may be terminated in terms of any provisions stipulated elsewhere in the contract or in case of any breach of any of the condition of the contract.
- iii. Security Deposit will be forfeited in case the Contractor terminates the functioning of the Canteen within 6 months period from the award of the contract.
- iv. Any breach of terms and conditions above shall result in the forfeiture of the security deposit amount in full and may terminate the contract.

**23. Emergency:**

- i. In case of any critical situation declared by Travancore Devaswom Board, the Contractor has to suspend all his/her activities in the canteen and make arrangements for evacuation of his workers immediately to a safe place

**(D) PRICE BID**

Quote rates for the food items to be served.

MENU				
Item Code	Name of items	Quantity	Unit	Rates quoted inclusive of tax (Rs)
<b>Hot Beverages</b>				
1.	Tea	150 ml	1 cup	
2.	Coffee	150 ml	1 cup	
3.	Black Tea	150 ml	1 cup	
4.	Black Coffee	150 ml	1 cup	
5.	Milk	150 ml	1 cup	
<b>Breakfast &amp; Dinner</b>				
6.	Idli	50 gm (with sambar & chutney)	1No	
7.	Plain Dosa	50 gm (with sambar & chutney)	1No	
8.	Masala Dosa	100 gm (with sambar & chutney)	1No	
9.	Ghee Dosa	75 gm (with sambar & chutney)	1No	
10.	Appam	50 gm	1No	
11.	Idiappam	50 gm	1No	
12.	Puttu and curry	300 gm	1No	
13.	Uppuma	300 gm	1 plate	
14.	Poori(2 No) and Masala	250 gm	1 plate	
15.	Poori only	50 gm	1No	



Item Code	Name of items	Quantity	Unit	Rates quoted inclusive of tax (Rs)
16.	Chappathi(2 No) and Veg curry	300 gm	1 plate	
17.	Chappathi only	50 gm	1No	
18.	Parotta	100 gm	1No	
<b>Snacks</b>				
19.	Banana Fry	50 gm	1No	
20.	Uzhunnu Vada	50 gm	1No	
21.	Parippu Vada	50 gm	1No	
22.	Onion Vada	50 gm	1No	
23.	Rasa Vada	50 gm	1No	
24.	Unniyappam	20 gm	1No	
25.	Potato Bonda	50 gm	1No	
26.	Valsan in rice (Ilayappam)	50 gm	1No	
27.	Samosa Veg	50 gm	1No	
28.	Cutlet Veg	50 gm	1No	
29.	Cutlet Non-veg	50 gm	1No	
30.	Sandwich Veg (2 slices of bread and vegetables)	2 slices	1No	
<b>Lunch</b>				
31.	Meals*	500 gm	1 plate	
32.	Biriyani Veg **	400 gm	1 plate	
33.	Biriyani Non-Veg **	400 gm	1 plate	
34.	Curd	200 gm	1 bowl	
35.	Pappad	20 gm	1No	
36.	Butter Milk	300 ml	1 glass	

Item Code	Name of items	Quantity	Unit	Rates quoted inclusive of tax
37.	Chappathi(2 No)and Veg curry	300 gm	1 plate	
38.	Chappathi only	50 gm	1No	
39.	Green Salad	125 gm	1 plate	
40.	Fruit plate	250 gm	1 plate	
41.	Mineral water	1 Litre	1 bottle	
<b>Vegetarian dishes</b>				
42.	Kadala curry	200 gm	1 plate	
43.	Veg Kuruma	200 gm	1 plate	
44.	Gobi Manchurian	200 gm	1 plate	
45.	Tomato Roast	200 gm	1 plate	
46.	Mixed Veg curry	200 gm	1 plate	
47.	Dal curry	200 gm	1 plate	
48.	Paneer Masala	200 gm	1 plate	
49.	All other curries	200 gm	1 plate	
<b>Non-Vegetarian dishes</b>				
50.	Chicken curry	200 gm	1 plate	
51.	Chicken Fry	100 gm	1 plate	
52.	Fish curry	200 gm	1 plate	
53.	Fish Fry	100 gm	1 plate	
54.	Egg curry(1 egg plus masala)	200 gm	1 bowl	
55.	Omlettee (1 egg)	50 gm	1 No	



Item Code	Name of items	Quantity	Unit	Rates quoted inclusive of tax
<b>Cold Beverages</b>				
56.	Soft Drinks	MRP or less		
57.	Fresh lemon juice	300 ml	1 glass	
58.	Fruit juice	300 ml	1 glass	
59.	Shakes	300 ml	1 glass	
<b>Sweets</b>				
60.	Payasam	250 gm	1 cup	
61.	Ice cream	100 gm MRP or less	1 cup	
62.	Fruit salad	250 gm	1 Bowl	
<b>Special</b>				
63.	Batoora with curry	250 gm	1 plate	
64.	Veg Noodles	250 gm	1 plate	
	<b>Grand Total</b>			

\* Meals include the following items:

- Rice -Chemba and white- 400 gm
- Curry preparation– Sambar and parippu curry
- Semi-solid preparation – Avial and Theeyal/Erissery
- Thoran and Mezhukkuvaratti
- Additional preparation – Rasam/Moru/Pulissery
- Pickle and pappad

\*\* Biryani should include pappad, pickle and salad

**I agree to supply the above items at the above rates, quantity and quality.**

- Note:** (1) The bidder has to quote the prices for all the items mentioned above and the contract shall be awarded to the tenderer whose quoted rate is lowest in comparison to the other tenderers and is eligible/qualified as per the tender conditions.
- (2) In case of L-1 becomes more than one, then the past performance will be the criteria for selection and it would be at the sole discretion of the Board in selecting the canteen service provider.
- (3) If any tenderer is willing to quote any other item other than mentioned in the above table can do so with quantity and price. Such items if any, can sold with the prior approval of TDB



**Undertaking**

(To be submitted on Rs. 100/ non judicial stamp paper)

I/We undersigned is /are authorized signatory/signatories of the

firm M/s \_\_\_\_\_

Address \_\_\_\_\_

do here by undertake that

1. I, the undersigned certify that I have gone through the Terms & conditions mentioned in the tender document and undertake to comply with them. The rates quoted by me/us are valid and binding on me/us for the entire period of contract and it is certified that rate quoted by me are the **lowest quoted** rates. The earnest money of Rs.....  
(Rupees \_\_\_\_\_ only) deposited by me has been enclosed herewith  
\_\_\_\_\_ vide Demand Draft No Dt .....  
Drawn on bank .....  
.....Branch .....
2. I/we give the rights to TDB authority to forfeit the Security money deposited by me/us if any delay occurs on my part for failure to supply the food items within the appointed time or the food items of desired quality.
3. There is neither any vigilance CBI case nor court case pending against the firm nor has the firm been even black listed by any Government or private organization.
4. I / we understand that Travancore Devaswom Board Official has the right to accept or reject any or all the tenders without assigning any reasons (s) thereof.

Date:

**Signature of the tenderer**

Place:

**Full Name****Designation**

(Office seal of the tenderer)