

TENDER DOCUMENT

for

Operating 24 Canteens at District Headquarters of the State (Zone-wise) for providing subsidized food under “Antyodaya Aahar Yojana”.

1. Introduction of the Scheme: -

The Government of Haryana has launched the scheme “अंत्योदय आहार योजना”, a scheme for providing adequate quantity of healthy, nutritional and hygienic food at affordable prices to the construction workers; industrial workers and indigent / destitute / poor people in the State. The Labour Department, Haryana is the nodal department for implementation of the scheme. The Department has undertaken to set-up twenty-four subsidized food canteens initially, one at each District Headquarter of the State except Gurugram and Faridabad, where two such canteens will be established.

These canteens will be established at accessible and convenient places, where foot-fall of construction workers, industrial workers and general public remains high. The meal will be provided to the beneficiaries @ Rs. 10/- only and the balance amount of the cost of the meal will be borne by the HBOCWW Board, Haryana Labour Welfare Board and State Government through Labour Department, in proportion to the services being utilized by the category of beneficiaries.

At present, 10 such canteens have been established and running successfully. The establishment of remaining 14 canteens is under process.

Subsidized Food Canteens already running:-

Sr. No.	District	Address
1.	Sonipat	Adjacent to Sabzi Mandi on Murthal Jathwada Rod, Sonipat.
2.	Gurugram	Bhuteshwar Mandir Chowk, Gurugram.
3.	Yamunanagar	Labour Shed, Industrial Area.
4.	Faridabad	Compound of Women’s Training Centre (Haryana Labour Welfare Board), Dabua Colony.
5.	Hisar	Nagar Sudhar Mandal office land, adjacent to labour shed
6.	Ambala	Office building of HSIIDC in Industrial Area, Ambala Cantt.
7.	Karnal	Near Bus Stand

8.	Bhiwani	In front street of M/s Sanjeet Filling Station (Indian Oil) near Main Bus Stand, Rohtak Road, Bhiwani
9.	Panchkula	Labour Shed at Labour Chowk of Sector-16&17, Panchkula.
10.	Gurugram (II)	Shelter Home of Municipal Corporation at Bheem Nagar, Sector-5, Gurugram.

Note:- The payment against the meals provided will be made from the date on which the canteen will start functioning. The Department can ask the service provider to change the place of the canteen at any point of time. No extra cost shall be payable to the service provider for this change.

2. Purpose of the Tender:

The Department has decided to execute this scheme (in two zones) in partnership with the private/ government service providers engaged in the service of providing food to masses.

The Department invites tenders from competent bidders. The interested bidders must be reputed, reliable, bonafide, experienced and financially sound companies/ societies / firms/ contractors/ organizations (private or government) / N.G.O.s registered under relevant applicable law for rendering the services for operating these 24 canteens at the District Headquarters of the State (Zone-wise). Initially, one meal i.e. lunch, shall be served. The other meal (Breakfast / Dinner) may be added later on, as decided by the Government.

The 24 subsidized food canteens have been divided into two zones as under:-

Zone-1	Zone-2
District Rewari, Mahendragarh, Gurugram (two canteens), Mewat, Faridabad (two canteens), Palwal, Jhajjar, Rohtak, Bhiwani and Charkhi Dadri.	District Hisar, Sirsa, Fatehabad, Jind, Kaithal, Sonipat, Panipat, Karnal, Kurukshetra, Yamunanagar, Ambala and Panchkula.

Note:- A bidder can quote the rates for both zones, but the contract will be awarded to a bidder for one zone only, depending upon the composite bid score (technical bid score + financial bid score) of the respective bidder.

3. Scope of work:

Operation of 24 Canteens (Zone-wise) at District Headquarters of the State for providing subsidized meals (lunch) to the construction workers; industrial workers and indigent / destitute / poor people / general public.

- (i) To make these canteens operational, following facilities will be provided: -
- Canteen building, preferably pre-fabricated structure, with approximate covered area of 2,000 square feet, comprising of dining hall, kitchen, store, office, washing place, toilet and some open space for parking etc.,
 - Complete set of utensils for serving food to atleast 100 persons at a time,
 - The furniture and fixtures for sitting arrangement,
 - The electrical equipment like fans, air coolers, water coolers, lighting etc.
 - The recurring expenses for electricity, water and sewerage facilities.
 - Electrical appliances / equipments as per following list:-

S. No.	Name of Appliance / Equipment	No. of Units	Specification
1.	Roti Making Machine *	1	500 to 1000 Roti per Hour
2.	Vegetable Cutting Machine	1	30 Kg Per Hour (2 HP)
3.	Dish Washer	1	Front Loading 22 Ltr (12 Place settings)
4.	Deep Refrigerator	1	2000 Ltr.
5.	R.O. Water Purification System	1	100 Ltr per Hour
6.	Water Cooler	1	50-100 Litre
7.	Fly Catcher	5	1.5 feet x 2 feet(2 Tubes)
8.	Lighting & Ceiling Fans		As per standards
9.	Exhaust Fans & Chimney (Commercial)		As per standards
10.	Desert Cooler		As required for 1200 sq. ft. area
11.	Electric Water Heater / Geyser	1	25 Ltr.
12.	Monoblock Pump	1	1 HP

***Note -** Roti making machine will be provided on demand of the service provider and after approval from the District Level Canteen Monitoring Committee.

- (ii) The service provider shall have to make arrangement at his own cost for the following: -
- The complete grocery items for preparing and serving food,

- b) Fuel for cooking food,
- c) The kitchen ware and gas stoves for preparing the food,
- d) The washing of the utensils and daily cleaning of the canteen premises,
- e) Round the clock security personnel,
- f) The requisite manpower for all of the above,
- g) Installation of atleast four CCTV cameras with atleast one month's recording facility.
- h) Regular maintenance of the electrical appliances provided by the Department.

4. Quantity and Quality of food items

COMPOSITION OF DIET

Sr. No.	Food Item	Weight	Calories (approx.)
1.	Tawa Chapatti	200 gms. (5 chapattis of 40 gram each)	600
2.	Rice	175 gms.	230
3.	Fried Daal	200 gms.	210
4.	Cooked Seasonal Vegetables	175 gms.	115
7.	Jaggery (Gur)	20 gms.	75
	Total	770 gms.	1230

The service provider shall comply with all the provisions of the Food Safety & Standards Act, 2006 in letter and in spirit.

The service provider shall ensure, that:-

- (i) The wheat flour (Atta) used for making chapattis shall be fortified with Vitamin D and Iron.
- (ii) The ingredients used for the preparation of the various food items by the service provider shall be unadulterated and be of good quality. The supply of food, etc., should also be in hygienic conditions and without disruption. Food should be free from artificial colours.
- (iii) The medium of cooking and frying shall be in standard cooking oil (mustard oil/ refined oil – sunflower / rice bran/ groundnut/ soyabean) as may be approved by the District Level Canteen Monitoring Committee

for canteen and in compliance of the applicable law on food items. Oils once used shall not be reused for any kind of cooking/frying purposes.

- (iv) Only Fresh Foodstuffs should be used for cooking.
- (v) In case the service provider uses curry powder of commodities like chilly, turmeric, coriander etc., all these packed items must be of ISI / FSSAI quality standard or Agmark brands only.
- (vi) Details of items to be served in the standard menu in the canteen are given at page no. 4. The service provider shall prepare a weekly menu containing different type of Daal and Vegetables for the week days and shall display the same at conspicuous location in the canteen. Any change in the menu should be effected only with the prior approval of the District Level Canteen Monitoring Committee (DLCMC). The weight of the diet shall remain fixed for all week days.

5. Selection Criteria for Technical Bid

The bidder should have the capability to operate these canteens in terms of experience and requisite manpower of required skills. The bidder must be registered under Food Safety and Standards Act, 2006. The tender shall be submitted in two covers i.e. technical and financial. The bidder shall not have been blacklisted by the Central Government/ any State Government / State Government Agency /Public Sector Undertaking/Autonomous Bodies etc. The bidders are required to submit a declaration on their letter head to this effect as per Annexure - III.

S. No.	Selection Criteria (s)	Supporting Documents	Maximum Marks
(i)	Bidder should be a company/ society / firm/ contractor/ organization (private or government) / registered NGO / charitable trust registered under relevant applicable law and should be in existence for atleast 3 years. 10 marks shall be awarded for three years' existence and one mark for each extra year, limiting to maximum 20.	Registration Certificate	20

(ii)	<p>Bidder must have an average annual turnover of minimum Rs. 1.0 Crore for last three financial years from food service.</p> <p>10 marks shall be awarded for having an average annual turnover of minimum Rs. 1.0 Crore for last three financial years from food service. One mark shall be awarded for an additional slab of Rs. 20.00 Lakhs, limiting to maximum 15 marks.</p>	<p>Turnover certificate from CA/CS audited certified financial balance sheets for last 3 years i.e. FY 2015-16, 2016-17 and 2017-18.</p>	15
(iii)	<p>Bidder should have minimum 40 employees on its payroll as on or before 01.01.2019.</p> <p>10 marks shall be awarded for 40 employees and 1 additional mark for every additional 8 employees limiting to maximum 15.</p>	<p>Certificate from company/ firm/ agency on letter head for head-count.</p>	15

The bidders securing more than or equal to 50 percent score in technical bid shall be treated as Technically Qualified bidders.

Note:- In respect of point no. (iv) of above table, the competent authority, if satisfied, may relax the criteria in the interest of the work, if the bidder fulfills all other technical requirements.

6. Distribution of Tender Document

A complete set of the tender document is available on the website <https://etenders.hry.nic.in/>. The last date for issue of the tender document is as per the Sr. No. 11. The bidder shall bear the risk of delay in receiving the Tender Documents for any reasons whatsoever.

7. Cost of Bidding

The bidder shall bear all the cost associated with the preparation and submission of bid including presentation, if any. In no case, the Department will be responsible or liable for any costs.

8. Instruction for the Bidder

The bidders are expected to examine all instructions, forms, requirements and other information in the tender documents. Failure to furnish all information required by the tender documents or submission of a bid not substantially responsive to the tender documents in every respect will be at the bidder's risk and may result in rejection of bid.

9. Documents comprising the bidder's bid

The following documents should constitute the bidder's bid:

- a) Bid Submission Letter (Covering Letter) in Annexure-I.
- b) Technical bid alongwith all relevant attachments/ schedules duly completed and signed by the bidder
- c) Technical Bid should address all the requirements specified in the tender document
- d) The Bidder's Financial Bid in Annexure-II.
- e) Any other information that is to be submitted during the course of bid process.

10. Confidentiality

Information relating to the examination, clarification and comparison of the bids and recommendations for the award of the project shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

11. Important Dates

Sr. No.	Event	Date and Time	Location
1	Last Date of Submission of Technical and Financial Bids	15/03/2019 upto 03:00 P.M.	At https://etenders.hry.nic.in for Labour Commissioner, Haryana, Chandigarh, 1 st Floor, 30 Bays Building, Sector 17-C, Chandigarh.
2	Technical Bid Opening	15/03/2019 at 04:00 P.M.	O/o Labour Commissioner, Haryana, Chandigarh, 1 st Floor, 30 Bays Building, Sector 17-C, Chandigarh.

3	Financial Bid Opening	22/03/2019 at 11:00 A.M. Or till the technical bid is finalized (Whichever is later)	O/o Labour Commissioner, Haryana, Chandigarh, 1 st Floor, 30 Bays Building, Sector 17-C, Chandigarh.
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Please note that the dates and times are indicative in nature and the Department reserves the right to change the same at any point of time. The bidders would, however be intimated of the changes on the website as and when it happens.

12. Bid Submission, Format and Signing

Complete proposals must be submitted to <https://etenders.hry.nic.in/> on the specified Date & Time in the Two Bid format i.e.

- I. Technical Bid
- II. Commercial Bid - "Financial Bid".

The bid, consisting of the documents listed in the instructions, shall be typed, uploaded and shall be digitally signed by the bidder or a person or persons duly authorized to bind the bidder to the contract.

All the documents comprising the bid shall be serially page-numbered. Only detailed and complete bids in the form mentioned above, received prior to the closing time and date of the bids shall be taken as valid. The Department can also seek further clarification regarding any document submitted by the bidder.

Note:- The bidder shall also submit a hard copy of the bid in sealed envelope at the Head Office of the Department i.e. O/o Labour Commissioner, Haryana, Chandigarh, 1st Floor, 30 Bays Building, Sector 17-C, Chandigarh.

13. Language of Bid

The Bid and all correspondence & documents related to the bid, exchanged by the bidder shall be written in English language only. Supporting documents and printed literature furnished by the bidder may, however, be in another language provided that they are accompanied by an accurate translation of the relevant passages in English language. Further, in case of any inconsistency in the translation, English translation will be considered valid.

14. Earnest Money Deposit (EMD)

The bids shall be submitted alongwith an **EMD of Rs. 2,50,000 (Rupees Two Lakh and Fifty Thousand Only)**. The bids without this EMD will be summarily rejected. The Demand Draft/Banker's Cheque/Pay Order of Scheduled or Nationalized Banks/Call deposit receipts payable at Chandigarh should be drawn in favour of "**the Secretary, Haryana Building and Other Construction Workers Welfare Board**" Payable at Chandigarh or Panchkula.

The EMD of bidders, whose bids are rejected during the technical evaluation stage, will be returned within one month from the date of opening of technical bid. The EMD of the remaining unsuccessful bidders will be returned within 20 days of the date of signing the agreement with the successful bidder. The EMD of the successful bidder will be returned to the vendor within three months after successful completion of the contract / agreement. The vendor shall not claim any interest on the EMD.

Letter of Intent

A Letter of Intent (LoI) will be issued to the Successful Bidder. However, if the successful bidder is unable to sign the LoI/contract within 30 days from the award of the contract, the EMD may be forfeited and the award will be treated as withdrawn. The Labour Department reserves the right to award the contract to the next successful bidder(s), at the price of L1, who will also be required to sign the LoI/contract as per the terms and conditions of this document. A demand draft of Rs. 5,000/- (Rs. Five Thousand only) should be deposited alongwith the bid as tender document cost. The draft should be in favour of "**the Secretary, Haryana Building and Other Construction Workers Welfare Board**" Payable at Chandigarh or Panchkula.

15. Submission of Bids

Bids must be submitted online at <https://etenders.hry.nic.in/> alongwith a hard copy of the same in sealed envelope.

Note:- The bids submitted online shall only be considered and hard-copies of only those bidders will be opened, who have submitted the bids online.

16. Late Bids

Bids received after the due date and time for any reason whatsoever shall not be opened and shall be returned to the respective bidder.

17. Modification, Substitution & Withdrawal of Bids

The bidder is not permitted to modify, substitute, or withdraw the bid after its submission.

Technical Bid Evaluation

18. Venue of Opening the Technical Bids

The venue of opening of Technical Bids will be:

**Labour Commissioner –cum- Secretary, HBOCWW Board
30 Bays Building, Sector 17 C,
Chandigarh - 160 017**

If the specified date of bid opening is declared a holiday for the Department, the bids shall be opened at the appointed time and location on the next working day/specified date.

19. General Guidelines for Opening of Bids

Bids will be in two parts (Technical and Financial) as indicated in the tender document. There will be two bid-opening events, namely Technical Bid Opening and Financial Bid Opening. The eligibility documents submitted along with the technical bids will be evaluated first and financial bid shall be opened for only those bidders, who are found eligible in technical bid.

20. Opening of Technical Bids

Bids will be opened in the presence of the bidder or the bidder's representative(s) who wishes to be present at the event. The bidder or his representative, who is present at the event, shall sign an attendance register to acknowledge his/ her presence for the same.

21. Correction of errors

Prior to the detailed evaluation, the Department will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. No Correction in the bid shall be entertained after submission of the bid.

The Department may, at its discretion, waive any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. If a bid is not substantially responsive, it will be rejected by the Department and shall not subsequently be made responsive by the bidder by correction of the nonconformity.

22. Evaluation Procedure

Technical bids shall be evaluated using 'Technical Bid Evaluation Criteria'. An indicative list of evaluation criteria is given in item no. 5 of the Tender document as Selection Criteria for technical bid. The bidders securing more than or equal to 50 percent score in technical bid shall be treated as Technically Qualified bidders. The Financial Bids of only the Technically Qualified bidders will be opened for further processing.

The technical and financial scores secured by each bidder will be added using weightage of 50% and 50% respectively to compute a Composite Bid Score.

Financial Bids that are less than 80% of the average bid price will be disqualified [the average bid price is computed by adding all Financial Bid values of **ALL** the technically qualified bidders and dividing the same by the number of technically qualified bidders].

The bidder securing the highest Composite Bid Score will be adjudicated as the Best Value Bidder for award of the contract.

In the event the composite bid scores are 'tied', the bidder securing the highest financial score will be adjudicated as the Best Value Bidder for award of the Project.

Financial Bid Evaluation

23. Venue of Opening of Financial Bids

The venue of opening of Financial Bids will be:

**O/o Labour Commissioner –cum- Secretary, HBOCWW Board
30 Bays Building, Sector 17 C,
Chandigarh - 160 017**

If the specified date of bid opening is declared a holiday for the Department, the bids will be opened at the appointed time and location on the next working day/specified date.

24. Opening of Bids

The Financial Bids of only those bidders, who are technically qualified during the technical evaluation, would be opened. Bids will be opened in the presence of the bidder or the bidder's representative(s), who wishes to be present at the event. The bidder or his representative, who is present at the event, shall sign an attendance register to acknowledge his/ her presence for the same. The bidders names, bid's modifications or deviations, withdrawals, and such other details as the Department's officer at his discretion, may consider appropriate, will be announced at the opening.

25. Clarification of Bids

During evaluation of the bids, the Department may, at its discretion, ask the bidder for clarification of its Financial Bid. The bidder may be required to produce detailed price break-up to demonstrate the internal consistency and justification/ reasonability of those prices.

26. Correction of errors

If there is a discrepancy between the quoted rate in figures and the quoted rates in words, quoted rate in words will take precedence. No Correction in the bid shall be entertained after submission of the bid, in any circumstances.

27. Evaluation Procedure and Criteria

The technically qualified bidders shall quote the cost for one meal as per the scope mentioned at Sr. No. 3 above.

Financial evaluation would be done based on the financial quote made by the bidders.

L1 Calculation shall be done by using following formula:-

- a) The bidder with lowest financial bid (L1) in conformity with provision of item no. 22 above will be awarded 100% financial score.
- b) Financial Scores for other than L1 bidders will be evaluated using the following formula:

Financial Score of a Bidder = $\left\{ \left(\frac{\text{Financial Bid of L1}}{\text{Financial Bid of the Bidder}} \right) \times 100 \right\} \% \text{ (Rounded-off to two decimal places)}$

The technical and financial scores secured by each bidder will be added using weightage of 50% and 50% respectively to compute a Composite Bid Score.

28. Acceptance or Rejection of Bids

The Department reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the contract.

Award of Contract

29. Notification of award

Prior to expiry of the period of the bid validity, the Department will notify the successful bidder in writing that its bid has been accepted. The Department will promptly notify each unsuccessful bidder and will discharge their Earnest Money Deposit (EMD).

30. Signing of contract

At the same time as the Department notifies the successful bidder that its bid has been accepted, the Department will issue the LoI and the bidder / agency will submit a non-judicial stamp paper of Rs 100/- for execution of the contract. In case, the successful bidder fails to sign the contract proposed through the award letter/LoI within 30 days, shall be the sufficient grounds for the annulment of the award, in that event, the Department may award the contract to the next lowest bidder at the cost of L1 or call for new bids.

31. Performance Guarantee

On receipt of notification of award from the Department, the successful bidder shall deposit an irrevocable performance guarantee of Rs. 10.00 Lakhs. The guarantee shall be in the form of Deposit at Call Receipt/Banker's Cheque/Pay Order/Demand Draft/Guarantee Bond from any Nationalized/Scheduled Bank in favour of **"the Secretary, Haryana Building and Other Construction Workers Welfare Board"** Payable at Chandigarh or Panchkula. The performance guarantee shall be valid up to the stipulated date of completion of contract plus 60 days beyond that. After recording of the completion of contract, the Performance Guarantee shall be returned to the vendor, without any interest.

In the event of contract being determined or rescinded under the provision of any of the Clause/Condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Department. The bidder shall not seek any interest or appreciation of the EMD amount deposited with the Department.

Miscellaneous

32. Delays in Performance Schedule

The service provider shall perform the tasks under the project in accordance with the activity schedule specified by the Department as per this Tender document. An unexcused delay by the service provider in the performance of its contract obligations shall render the service provider liable to any of the following sanctions:

- Forfeiture of its Performance Guarantee
- Termination of the contract for default

If at any time during the performance of the contract, the service provider encounters conditions impeding timely completion of the services under the contract and performance of services, the service provider shall promptly notify the Department in writing of the reason for the delay, its likely duration and causes. As soon as practicable, after receipt of the service provider's notice, the Department shall evaluate the situation and may at its discretion extend the service provider's time for performance, in that case the extension shall be ratified by an amendment of the contract.

33. Corrupt, fraudulent and unethical practices

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Department's officials in the process of contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence the tendering process or the execution of a contract detrimental to the interests of the Department and includes collusive practice among Bidders (prior to or after bid submission) designed to establish prices at artificial non-competitive levels and to deprive the Department of the benefits of free and open competition. "Unethical Practice" means any activity on the part of bidder, which tries to circumvent Tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount etc. after opening of first bid will be treated as unethical practice. The Department will reject a bid for award and also may debar the bidder for future tenders in the Department, if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract.

34. Resolution of disputes and jurisdiction

The Department and the service provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract. The Administrative Secretary, labour Department will be the sole arbitrator for all the disputes arising during the contract period. After arbitration, if any dispute or matter remains unresolved, shall be subject to the jurisdiction of the Courts at Panchkula only.

35. Notices

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, email, cable or facsimile to the other party's address, and confirmed in writing by the other party. A notice shall be effective when delivered or tendered to other party, whichever is earlier.

36. Use of documents and Information

The Bidder shall not, without prior written consent from the Department, disclose/ share/ use any document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Department in connection therewith, to any person other than a person employed by the Bidder in the performance of the contract. The Bidder shall not, without prior written consent of the Department, make use of any document or information made available for the contract, except for purposes of performing the Contract. All contract related document (including this Tender document) issued by the Department, other than the contract itself, shall remain the property of the Department and shall be returned (in all copies) to the Department on completion of the Bidder's performance under the contract if so required by the Department.

37. Currency of the bid

Currency of the Bid should be in Indian Rupees only.

38. Period of bid validity

The bid shall be valid for 180 days after date of opening of the bids. If any bidder withdraws his tender before the 'said' period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then the Department shall, without prejudice to any other right or liberty, be at liberty to absolutely forfeit the entire Earnest Money Deposit. In addition to all these, the bidder will not be allowed to tender for any work of the Department for a period of five years.

39. Mode of Payments

The payment shall be made on monthly basis on production of actual bills for the previous month. The bills shall incorporate the details of the registered construction workers, industrial workers and general public who have been provided meals on daily

basis. Presently, the categorization of beneficiaries is being done manually; however, the service provider shall be bound to follow any mechanism devised by the Department for this purpose.

40. Terms and Conditions:

- (i) In case service provider of any one zone, terminate the contract at any stage due to any reason, the Department may allot the operation of canteens under that zone, to the service provider of other zone, at the price on which contract agreement was made with the quitting bidder.
- (ii) The service provider shall maintain the daily record in terms of name and registration number of the registered construction workers, industrial workers and general public to whom the food was served on subsidized rates, in the format to be decided by the Department.
- (iii) The service provider shall ensure the cleanliness in and around canteen area on regular basis. Besides other things satisfactory performance will be measured by the level of cleanliness in and around the canteen.
- (iv) The service provider shall use LPG / Solar power / Bio fuel for the preparation of food in the canteen. The use of coal, kerosene & wood is prohibited.
- (v) The contract will be initially for a period of two years from the date of award of contract and may be renewed by the Department after expiry of two years. The Department may consider enhancement of the unit rates as acceptable to it based on the inflation in the food / grocery items, on yearly basis, subject to satisfactory performance; otherwise contract will stand terminated at the end of the tenure/extended tenure. In case of the termination / expiry of the contract the allocated agency will continue to provide service at the existing rates till the new agency is selected or upto a period of three months after the end of initial contract period, whichever is earlier.
- (vi) Either of the parties can terminate the contract by giving three months' advance notice, in writing.
- (vii) The service provider and his manpower will maintain a high standard of cleanliness in the kitchen area. Consumption of alcohol, smoking, chewing of Pan or Tobacco is strictly prohibited in the canteen premises. The service provider shall keep adequate manpower (No child labour is allowed) with appropriate

training and experience for running the canteen, at his own expense, for the proper discharge of the responsibilities entrusted to him. such persons shall be properly and neatly dressed in proper uniforms and well behaved. They should also be medically fit for employment in the canteen.

- (viii) The service provider should adhere to the provisions of the Provident Fund Act, ESI Act and all such other Labour Laws and Acts applicable. The service provider should have a valid FSSAI license from the appropriate authority of Govt. of India / State Government.
- (ix) The service provider shall, at his cost, maintain adequate stocks of food grain, grocery, and adhere to the standard practices.
- (x) The service provider shall be solely responsible for any mishap / casualty on account of contaminated cooked meal. In such an event, action against the service provider shall be initiated as per provision of law.
- (xi) Security of the premises, equipment, utensils, fittings and fixtures, furniture etc. is the responsibility of the service provider. On completion of the term of the contract the service provider shall return all such property/belongings of the Department in good and sound condition. In case of any deficit in terms of count and repair / maintenance, the actual cost will be recovered from the service provider.
- (xii) Cleaning of utensils, cutlery, crockery, kitchen equipment, furniture is also the responsibility of the service provider.
- (xiii) All solid waste is to be taken out of the canteen and disposed suitably by the service provider at his own cost.
- (xiv) Only pure vegetarian food shall be prepared and served in the canteen.
- (xv) Any of the member of the District Level Canteen Monitoring Committee, comprising of Deputy Commissioner / Additional Deputy Commissioner; Officers of HBOCWW Board; Officers of HLWB; Officers of Labour Department Haryana and Health Officer of Health Department of the State Government would reserve right to check on cleanliness, upkeep of premises, quality of provisions, quality of the food and to pick up the sample of food at any time.
- (xvi) If the food being served by the service provider found sub-standard in quality / quantity / preparation / specifications and otherwise / not fit for consumption, an amount proportionate to the deviation shall be deducted from the bills and

also the Department shall have right to impose the penalty in case any food-sample taken by the State Government Authorities fails.

- (xvii) No accommodation will be provided by the Department to the workmen of the service provider. No workmen, except security personnel, will be allowed to reside in the canteen premises before or after working hours.
- (xviii) The service provider 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 license, required, for running the canteen.
- (xix) The service provider shall also be liable to pay any fees, taxes (Income Tax, GST or any other statutory tax of the State/Central Govt. Local Municipal Body) etc. The service provider shall get the license for running the canteen from the appropriate authorities renewed and the valid license should be exhibited in the canteen premises during the entire contract period for inspection by the competent authorities.
- (xx) The service provider shall remain liable in respect of causes of action, claims, damages, compensation or cost, charges and expenses incurred by the Department arising out of accident or injury sustained by any workman or other person arising out of any act of omission or commission, default or negligence, error in judgment on part of the service provider or its staff.
- (xxi) All the employees, including maintenance and security personnel, employed by the service provider will be the employees of the service provider and the Department shall have nothing to do with their employment. The Department will not be responsible for any injury to any of the personnel / employee engaged by the service provider.
- (xxii) The bidders should submit their offer without any conditions / counter conditions anywhere in the bid document. Conditional bids, if any, shall be summarily rejected.
- (xxiii) The service provider shall maintain cordial relationship with the officers and employees of Department, construction workers, industrial workers and general public and should not give any room for complaints in the behavior of its employees. The service provider shall ensure orderly /disciplined behavior of the workers employed by the service provider in the premises.

Bid Submission Letter

Date:

To,

**Labour Commissioner –cum- Secretary,
Haryana Building and Other Construction Workers Welfare Board.**

Sub: Bid for operating the Canteens.

Dear Sir,

Having examined the Tender Document, the receipt of which is hereby acknowledged, we, the undersigned, offer to operate / run the Subsidized Food Canteens established / to be established in **Zone-1 / Zone-2 / Both Zones**, under the “Antyodaya Aahar Yojana” at District Headquarters of the State for providing subsidized food to the registered construction workers, industrial workers and general public in full conformity with the said tender document. We undertake, if our bid is accepted, to commence work on the project and to achieve operational acceptance within the respective timelines stated in this document. We declare that we have studied the tender document and are making this bid with a stipulation that you shall award us contract for the operation of the Subsidized Food Canteens established / to be established in **Zone-1 / Zone-2 / Both Zones** including the care-taking and security of the set-ups and other services specified in the tender document. We have read the provisions mentioned in the tender document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in the bid shall not be given effect to.

We undertake, if our bid is accepted, to commence the work on the project immediately upon your notification of award to us, and to achieve completion within the time stated in the tender documents. We agree to abide by this bid, consisting of this letter, the technical specifications, the price schedules. Until the formal final contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.

Dated this [insert day] of [insert month], [insert year]

Signed:

In the capacity of [insert Title of Position]

Duly authorized to sign this bid and on behalf of [insert Name of bidder]

Attachments: 1.
2.

LABOUR DEPARTMENT, HARYANA**TENDER FOR RUNNING THE SUBSIDIZED FOOD CANTEENS**

FINANCIAL BID FORMAT			
S. No.	Description of the service	Rate (in Rs.)	
1.	Cost of one meal as per composition of diet given at item no. 4 of the tender document. (inclusive of all taxes and duties, as applicable)	For Zone-1	For Zone-2

Note:- For the purpose of Evaluation Procedure and criteria at Sr. No. 27, “Cost of one meal as per composition of diet given at item no. 4 of the EoI document” only shall be considered.

(On the letter head of Applicant)

DECLARATION

Date:

To

Labour Commissioner –cum- Secretary,
Haryana Building and Other Construction Workers'
Welfare Board, Chandigarh.

I/We, authorized signatory of <write name of the Applicant / legal entity> (hereinafter referred to as “Applicant”), and hereby declare and confirm that the Applicant do not face any sanction or any pending disciplinary action from any authority against it. Further, it is also declared and confirmed that the Applicant has never been blacklisted by the Central Government/ any State Government / State Government Agency /Public Sector Undertaking / Autonomous Bodies etc..

In case of any further changes which affect this declaration at a later date, we would inform the Labour Department, Haryana.

For <write name of applicant>

Name & Designation:

Authorized Signatory

(with seal)