



Tender for Selection of Contractor to Setup and Operate Canteen at ICP Jogbani

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## Bid Data Sheet

Item	Description
<b>Tender Reference Number</b>	Tender/Jogbani/Canteen/2022/.....
<b>Tender Submission Mode</b>	Offline
<b>Bid submission Date/Time</b>	.....
<b>Nature of Project Work</b>	Tender for Selection of Service Provider for setting up and operating Canteen at ICP Jogbani
<b>Tender Inviting Authority</b>	Land Ports Authority of India
<b>Contact details of client</b>	Land Ports Authority of India 1 <sup>st</sup> floor, Lok Nayak Bhawan, Khan Market, New Delhi-110511 Email: <a href="mailto:dir.opr-lpai@gov.in">dir.opr-lpai@gov.in</a>
<b>Name and address for communication and seeking clarifications regarding this Tender</b>	Shri. Vishal Mishra Manager, Integrated Check Post Jogbani ..... ....., Bihar, Pin- .....
<b>Method of Selection</b>	The bidder(s) quoting the maximum sum of monthly rent for the Canteen Facility will be selected as the successful bidder
<b>Threshold Annual value of the contract</b>	Rs ...../- per year
<b>EMD (Earnest Money Deposit (in Rs))</b>	Rs 2000/-
<b>Security Deposit (in Rs)</b>	Rs 30,000/- in the form of Demand Draft in favor of Land Ports Authority of India, Khan Market, New Delhi
<b>Tender validity</b>	3 months from date of publishing

## **1. Introduction**

### **1.1 About Land Ports Authority of India**

Land Ports Authority of India (LPAI) is a statutory body established under Land Ports Authority of India Act, 2010. The provisions of the Act came into force w.e.f., 1st March 2012. Section 11 of the Act gives powers to LPAI to develop, sanitize and manage the facilities for cross-border movement of passengers and goods at designated points along the international borders of India.

### **1.2 Project Background**

At present, LPAI has nine operational ICPs across India bordering countries of Bangladesh, Myanmar, Nepal, and Pakistan. To provide enhanced facilities to ICP users and stakeholders, LPAI is desirous of providing canteen facilities at ICP Jogbani, district Araria, Bihar. For this purpose, LPAI intends to select a service provider to Develop, Setup, Operate and Maintain Canteen facility at the ICP Jogbani through a transparent selection process.

## **2. Eligibility for the bidder**

2.1 The Bidder could be:

- A company incorporated in India under the Companies Act, 1956 or Companies Act 2013 (as amended till date), and subsequent amendments thereto. OR
- An entity registered under LLP Act 2008 and subsequent amendments thereto. OR
- Partnership firm registered under Indian Partnership Act, 1932. OR
- The firm should be incorporated outside India but should have a registered office before the submission of the bid. OR
- Proprietorship

2.2 The Bidder should not be blacklisted or banned or declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period by any Government/ PSU/ Autonomous Body (Under Any government law) in India or abroad as on last date of submission of the Bid

## **3. Scope of Work and responsibilities of Service Provider**

### **3.1 Setting up of Canteen**

**3.1.1** LPAI shall provide a space within the premises of Jogbani land port for setting up of Canteen for preparation, sale and serving of food items for a period of 11 months on non-exclusive basis.

3.1.2 The Contractor/Service provider shall be required to set up the temporary infrastructure for the Canteen at its own cost. Such set up shall be in consultation and approval of the ICP Manager- Jogbani.

3.1.3 The contractor shall design, install, and commission kitchen equipment including gas bank as per specified kitchen space (Annexure 4) for the Canteen.

3.1.4 The contractor shall also install adequate number of fire fighting equipments in the kitchen and Canteen area.

3.1.5 The Contractor/Service provider shall be responsible for payment charges for electricity, water and other utilities at the outlets in advance and LPAI reserves the right to impose penalty on non-payment of such charges as deemed fit.

3.1.6 The Contractor/Service provider shall not sublease the property or any part of it.

### **3.2 Operation and Maintenance**

3.2.1 The service provider shall operate & maintain the Canteen facility. The sale and serving of packed food items will be carried out only within the Canteen area.

3.2.2 The service provider must not use the facilities for any other commercial purpose including advertisement, calling outsiders, hosting meetings, use of Canteen facility for flexi /vinyl banners, online / offline food serving platforms, no delivery services outside the premises of Jogbani land port by any means etc.

3.2.3 Canteen timings: The Canteen facilities shall remain during the operations hours of the ICP on all days every week (except weekly holiday, if any). However, depending on exigencies, the service provider may be required to keep the Canteen open or close on any of the gazette/closed holidays as per requirement of the Authority. The timings are further subjected to instructions from the ICP Manager, Jogbani.

3.2.4 ICP Manager reserves complete right to inspect the Canteen any time without any prior intimation and issue notice in case of any non-compliance.

### **3.3 Quality and Standards**

3.3.1 Serving of expired, leftover or stale food will be strictly prohibited and in case any such incident is brought to the notice of the Authorized Person, the matter will be viewed seriously, and the service provider will be penalized accordingly.

3.3.2 LPAI reserves the right to check the quality in any approved laboratory at any time. In case the material/stuff is found to be substandard quality the Authority reserves the right to impose penalty on the service provider.

3.3.3 The service provider shall maintain a feedback/suggestion/complaint register at the counter of the Canteen. The feedback shall be reviewed by ICP Manager or LPAI representative on regular basis.

3.3.4 Cleaning and housekeeping of the Canteen facility and any other area used by the service provider shall be the responsibility of the service provider.

- 3.3.5 The service provider shall, prior to the commencement of the operation of contract, make available the list of all the personnel who shall be deployed at Jogbani land port premises for running the Canteen facility. The service provider shall furnish their proof of photo identity, current and permanent address, education qualification details, training details.
- 3.3.6 The personnel engaged by the service provider should have their antecedents verified from the local police station.
- 3.3.7 Minimum age of the personnel shall not be less than 18 years as on 31.08.2022 and maximum age shall not be more than 50 years as on 31.08.2022.
- 3.3.8 The service provider shall not employ any child labour under any of the specified services.
- 3.3.9 The personnel employed by the service provider shall be directly under the supervision, control and employment of the service provider and they shall have no connection what- so-ever with the LPAI.
- 3.3.10 The service provider shall obtain necessary licenses required for the running of prescribed Canteen facility at the Jogbani land port at his own cost.
- 3.3.11 The service provider shall also comply with all other acts and rules including Food License / Weight and Measurement Certification/premises specific license etc. which are applicable or made applicable in future and shall maintain all such records as required under these acts and rules. The Service Provider shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment.
- 3.3.12 The service provider shall abide by all laws of Government of India and Government of Bihar pertaining to tax, employee and labour welfare, food, commercial activity and all other obligation that are not essentially enumerated and defined herein.

#### **3.4 Safety Regulations:**

- 3.4.1 The service provider must comply with all safety regulations as applicable by the Government of India, State Legislations, Local Body Rules & regulations required for execution of specified services / for health & safety of his personnel etc. The service provider must indemnify the Authority for any loss due to the non- compliance to any of the safety regulations.
- 3.4.2 The Service Provider shall make himself fully aware of the specific fire & safety regulations and all other rules of the Jogbani land port and shall strictly adhere to the same.

#### **3.5 Use of facilities provided by the department:**

- 3.5.1 The Service Provider shall not use the premises for any other activity except for the purpose for which it has been provided. Preparation and storage of goods in the Canteen for supply outside the land port premises is strictly prohibited.

3.5.2 The service provider shall not make any alterations or additions or use the Canteen space provided for any other purposes.

### **3.6 Other Responsibilities:**

3.6.1 The service provider shall perform the specified services as per the scope of work and with due regard to the convenience of the Authority. The orders of the authorized person shall be strictly observed.

3.6.2 The service provider shall display product/item-rate list and other schedule/checklist at prominent areas. The prices of the packed or branded items sold shall not be more than the MRP.

3.6.3 The service provider shall ensure that either he or his representative is available for proper administration and supervision at the works to the entire satisfaction of the Authority.

## **4. Terms and Conditions of Contract**

### **4.1 Bidding process**

- i. The bidders shall submit their bids in the formats specified in Annexures 1 to 3, before the specified due date and time, in hard copy and in sealed envelopes at the specified address as per the bid data sheet.
- ii. The bidders can contact the ICP Manager Jogbani for any clarification required on the bidding process.
- iii. Subject to the terms of this tender, LPAI shall select the bidder offering the highest monthly rent for individual facilities.
- iv. LPAI reserves the right to cancel the tender without assigning any reason whatsoever.
- v. LPAI will issue LoA to the selected bidder to establish the facility and start operation within 15 days of issue of LoA. The rent for the facility shall start from 16<sup>th</sup> day of the issue of LoA or start of operation whichever is earlier.

### **4.2 Security Deposit**

The selected bidder will be required to submit a security deposit of Rs 30,000/- for Canteen facility awarded to him/her in the form of a demand draft with the Authority at the time of signing of the contract. This amount of security deposit shall be returned back to the selected bidder without any interest and after deduction of the amount receivable by the authority from the bidder, within two months of termination or expiry of the contract.

### **4.3 Monthly Rent**

- i. The service provider shall pay the agreed rent as per the tender terms along with the applicable GST or any other taxes by 7th of every month in advance. Failure to pay the rent by due date will levy a penalty of Rs 500/- per day for every day beyond the first 7 days of the month.
- ii. The rent will be increased by 10% with respect to current year at the end of every eleven months from the date of signing of contract.

### **4.4 Tenure of the Contract**

- i. The contract is valid initially for a period of 11 months from date of start of Canteen operation. However, in order to evaluate the performance and services of the service provider, the contract shall have probationary period of three months. The contract for the remaining contract period shall be confirmed only if the qualities of services/works performed by the service provider are found satisfactory during the probationary period.
- ii. The Contract period ending after 11 months is subject to renewal by the Authority on satisfactory performance on mutually agreed terms and conditions for a further period of 11 months at a time subject to maximum extension of 2 years.
- iii. The Authority reserves the right to terminate the contract with a notice of 7 days without assigning any reason thereof.



## Schedule A: Description of location and area for the Canteen

Locations to be handed over after Execution of Service Agreement

S. No	Premises	Location
1	Canteen Facility at Jogbani Land Port	.....
<ul style="list-style-type: none"><li>• Area Allotment - Location to be allotted as per the requirement of service provider, subject to technical and operational restrictions imposed by Authority. Allotted area to be used only for Permitted activities.</li></ul>		

## **Annexure 1: Acceptance Format**

To

Manager, Jogbani,

Land Ports Authority of India

Sub:

Name of Work:

Tender No:

Dear Sir,

Having examined the conditions of contract and specifications including addenda, I/we, the undersigned, offer to Develop, Build, Finance, Operate and Maintain the Canteen facility (the “Concession”) at Jogbani land port in conformity with the specifications, terms & conditions of Tender.

1. I/We agree to abide by the terms and provisions of the said conditions of the contract and provisions contained in the notice inviting tender and Price Bid. I/We hereby unconditionally accept the tender conditions of LPAI’s tender documents in its entirety for the above work. It is certified that I/we have not stipulated any condition(s) in our Price offer. In case any condition(s) are found in our tender offer, the same may be treated as withdrawn.
2. The Bid response submitted by us is prepared as per the tender document.
3. It is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks / conditions (except unconditional rebates on quoted rates if any) in the tender enclosed in the envelopes- for Canteen at Jogbani land port. In case any provisions of this tender are found violated after opening envelopes, I / we agree that the tender shall be rejected and LPAI shall without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.
4. We understand that LPAI is not bound to accept the lowest or any bid. LPAI may change, at its discretion tendered quantities maximum by  $\pm 30$  percent.
6. That, I/We declare that I/We have not paid and shall not pay bribe to any officer of LPAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of LPAI asks for bribe/gratification, I shall immediately report it to the Appropriate Authority in LPAI.
7. That, I/We undertake that LPAI’s tender document shall form part of contract agreement.

8. We understand that only the Prices quotes available to LPAI on opening of Price Bid (without conditions and options) shall be taken for Price Comparison.

9. Bid submitted are as per the instructions contained in the Tender and we also understand that if it is found to be contrary our Bid offer stands summarily rejected by LPAI.

11. I /We declare that I/we have received and read through all tender documents, corrigendum and clarifications issued by LPAI.

Yours Faithfully,

(Signature of the Bidder)

with rubber stamp

Date: \_\_\_\_\_

## Annexure 2: Bidder Profile

Bidder Profile				
S. No	Particulars	Description/Details	Reference Documents	Page No
1.	Name of the Bidder			
2.	Contact Details			
	Address			
	Phone Numbers			
	Email			
	Website			
3	Incorporation Details			
	Incorporation Number		Certified copy of incorporation under Indian Companies Act, 1956 Or Equivalent Copy of Certificate of Incorporation	
	Incorporation Date			
	Authority			
4	GST Details			
	GST No.		Certified copy of valid GST Registration in India	
	Date			
5	Legal Status of Company			
6	Name of Authorized Signatory		Special Power of Attorney, duly authorizing the person signing the bid documents to sign on behalf of the Bidder and thereby binding the Bidder	
	Position			
	Telephone			
	Mobile			
	Email			
7	Number and Address of Offices in India			
	Full Name and Signature of the Authorized Representative:			

Bidder:

Signature -----

Name -----

Designation -----

Company -----

Date -----

### Annexure 3: Financial Bid Formats

The Bidder shall submit the financial bid in the format provided in this section.

- The bid value shall exclude all taxes and shall be in Indian Rupees (₹).
- The taxes should be mentioned under relevant sections
- The bid value shall be mentioned in words and figures. If there is a discrepancy between words and figures, the amount in words will prevail.

	For Canteen
Labelling on the Envelop	Financial Bid for Food outlet at Jogbani Land Port
Monthly Rent *	
GST (as applicable)	
Total (Sum)	

\*Quoted Monthly rent shall be above **Rs 10.000/-** excluding taxes (Rupees **Ten Thousand only** excluding taxes).

# Annexure 4: Layout of Kitchen and Canteen at ICP Jogbani

