

**JAWAHARLAL NEHRU UNIVERSITY
NEW MEHRAULI ROAD,
NEW DELHI – 110067**

**Notice No.01/Estate/EoI/FC/2019
for Expression of Interest (EoI) for Food Courts
At different locations in JNU Campus**

Online Expressions of Interest (EoI) are hereby invited from well known food chain proprietors/Firms with multiple outlets in India for short-listing of agencies for running of food shops on operational contract basis at different locations inside JNU Campus, for 5 (five) years and renewable on yearly basis. The interested parties may be sole Proprietor/Firm/Partnership Firm/Indian Company registered under the Companies Act, 2013 or erstwhile Companies Act/Registered NGO/Trust/PSU or Statutory Body or Cooperative Society registered with appropriate authority having a running business dealing with food item.

The EoI document along with detailed guidelines can be viewed on/downloaded from the website www.jnu.ac.in/tender & at CPPP portal <https://eprocure.gov.in/eprocure/app>.

The interested parties are requested to submit the complete EoI with copies of valid GST Registration Certificate, PAN card, FSSAI Certificate, Trade License, Food & Beverage License from the appropriate authority.

Salient features of EoI are as under:

1.	Name of work	:	Installation, maintenance and operation of pre fabricated structure food shops at designated places in JNU Campus, New Delhi on operational contract basis.
2.	Nature of work	:	Sale of prepared food items
3.	Period of operation	:	5 (five) years initially and renewable on yearly basis on satisfactory performance.
4.	No. and the area of outlets at the designated Food Court	:	20-25 food shops measuring about 15X15 sq. ft. area each
5.	Minimum eligibility criteria	:	Sole Proprietorship Firm/Partnership Firm/Indian Company with valid experience in the field.
6.	Last date of submission of EoI	:	26-02-2019 upto 3:00 P.M.
7.	Date of opening of EoI	:	27-02-2019 at 3:00 P.M.
8.	For site visit & clarification, if any	:	Upto 22-02-2019 on any working day during official hours i.e. between 9.00 A.M. upto 5.30 P.M. Assistant Registrar (Estate), Room No.116, Estate Branch, Administrative Block, JNU (Contact No. 011-26704024)

**Expression of Interest (EoI) for running the Food Shops at JNU Campus,
New Delhi
on operational contract basis.**

I. Eligibility of Applicant

- a. Acceptable ownership pattern of the interested parties are sole Proprietorship Firm/Partnership Firm/Indian Company registered under the Companies Act, 2013 or erstwhile Companies Act/Registered NGO/Trust/PSU or Statutory Body or Cooperative Society registered with appropriate authority.
- b. The interested parties must submit an undertaking in the form of an affidavit declaring that the agency in the last three years have neither failed to perform on any contract nor has been expelled from any project or contract by any public authority nor have had any contract terminated by any public entity for breach by contract.
- c. If any agency fails to fulfill the eligibility criteria as described above, the EoI will be liable to be cancelled.
- d. The minimum rent will be fixed by the competent authority in JNU. However, the bidder quoting highest rent per square feet would be the deciding factor for the acceptance of financial bid.

II. Mode of application:

The interested parties will have to submit "**EXPRESSION OF INTEREST (EoI) FOR SELECTION OF AGENCY FOR RUNNING THE FOOD COURT AT JNU CAMPUS ON OPERATIONAL CONTRACT BASIS**", online at CPPP portal (<https://eprocure.gov.in/eprocure/app>).

All documents and papers submitted in the EoI have to be online and signed by a competent official on behalf of the agency.

III. General Terms & Conditions

1. The parties will be responsible to install the prefabricated structure to run the catering operations in JNU Campus, with their own employees. The agency should run the food shop with all necessary

equipment/heating, grinding cooking and serving. All sorts of furniture and fixtures including electrical installations and illuminations, have to be jointly created and maintained by respective agencies. Any addition or alteration in the allotted space is not permitted without the written consent of the JNU authority. If violated, it will be considered as breach of the contract. All recurring costs for running and maintenance of the food court and electricity and water consumption will have to be borne by the agency.

2. The license for running the food shops will be initially issued for 5 (five) years, renewable on yearly basis, subject to satisfactory performance of the agency.
3. A provision of a separate exit/entry point to the food shop for ingress and egress of the users may be made.
4. Food shop will remain open and functional on days and for such hours as may be notified by JNU authority from time to time.
5. Night stay inside JNU Campus will not be allowed under any circumstances. However, in case of any urgency, night stay may be allowed temporarily under specific instruction from JNU authority.
6. All the food shop operators will be required to properly manage their waste as per the existing rule of Government/JNU. The agency will be required to keep separate waste bins to store the garbage at their own arrangement. No waste material should be allowed to decompose or disposed off inside the Campus for maintaining ecological balance and no littering will be allowed under any circumstances. The agencies will be responsible for cleaning their premises and the surrounding areas; Any littering will invite penalty and other disciplinary action. JNU authority reserves the right to cancel the agreement in such cases.
7. All the Food shop operators are required to procure all the all raw materials for cooking/ preparing and the food thus cooked/prepared should be in compliance of rules and regulations of FSSAI and concerned local authorities and JNU authority.
8. Sufficient fire safety measures should be arranged by the agency and the agency should obtain Fire License Certificate, if required.

9. The food items should have nutritious value and may be inspected daily by the concerned authority.
10. The selected agency shall be bound to comply with the requisition and direction of the JNU's authorized representative(s).
11. The agency shall ensure that staff engaged for the purpose is well trained, polite and free from communicable diseases. The staff should be well dressed in a uniform whose design shall have prior approval of the designated authority in JNU). Each employee shall wear a photo identity card provided by the agency and approved by the JNU authority.
12. The agency will be solely responsible for all payments and observance and compliance of relevant provision of labour laws/rules/regulations etc. in respect of their employees and the business of running the food shop. JNU authority or its authorized representatives will have no liabilities whatsoever with regard to such statutory compliances and payments.
13. The agency shall maintain a suggestion and complaint book and the suggestion recorded therein will be given due consideration. Notice disclosing existence of this book will have to be displayed in Hindi and English at a prominent point within the food shop. This book must be readily available for inspection by the JNU officials whenever called for.
14. The entire arrangement should be in pollution free manner. The agency will be responsible for maintaining high standards of hygiene and cleanliness in the food shop, dining area and store room and for full observance of all relevant regulations of Government/ JNU authority. The selected agency shall not carry out any business other than running the food shop in the JNU Campus premises under any circumstances. In case of any deviation, the contract shall also be liable to be cancelled.
15. The selected agency shall have to arrange to display conspicuously "*La carte menu*" for general information of the public.
16. The quality of food shall be subject to verification by the authority or its authorized representative(s) at any time. If the quality of food is not found to be satisfactory, the food items shall be liable to be replaced at the cost of caterer. Further, if the food quality is found to be

unsatisfactory repeatedly, the contract will be liable to immediate termination.

17. The stall, store space, equipment/implements etc. including the articles kept by agency for serving of food items shall remain open for inspection by the JNU authority or its authorized representative(s) at any point of time.
18. No sub-agency/sub-leasing/sub-renting will be allowed under any circumstances whatsoever. The agreement will be liable to be cancelled on detection of such circumstances.
19. Settlement of all disputes will be within the jurisdiction of High Court of Delhi.
20. EoI shall be submitted online/by post/by hand. If submission done through post and by hands, one copy should be scanned and sent by email also.
21. All the documents and other information submitted by an applicant to JNU shall remain and/or become the property of JNU. The university will not be liable to return any application(s) or any information provided along therewith.
22. Submission of EoI by a party shall not create any contractual obligation between that party and JNU.
23. JNU reserves the right to invite limited tenders from the shortlisted agencies or invite open tenders.
24. The applicant shall bear all costs associated with the preparation and submission of its EoI. JNU shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the EoI process.
25. All supporting documents enclosed with EoI should be duly signed on each page by the authorized person of the agency.

V. Synopsis of offer from JNU:

Location within JNU	Description	Activities Allowed	Facilities available from JNU	Timings
Food Court JNU	20-25 food shops measuring about 15X15 sq. ft. of prefab structure	Running of food shop on operational contract basis	Leveled open area with fixed cement benches etc	As decided by JNU.

<To be submitted on the letter head of the bidder>

To

Sub: Expression of Interest (EoI) for selection of agency for running the Food Court at JNU Campus on operational contract basis.

Sir,

1. Being duly authorized to represent and act for and on behalf of(herein the Applicant), I, /.....the undersigned hereby submit the Expression of Interest (EoI) for selection of agency for running the food shop at JNU Campus on operational contract basis in response to notice inviting EoI vide No. dated.....

Name of the bidder:

Address of Office :

Contact person :

Name :

Designation:

Mobile No.

E-mail Id :

Address:

2. The copy of relevant documents as detailed below are furnished herewith.
 - a)
 - b)
 - c)
 - d)

(Add additional pages, if necessary. Each page to be signed and online by the Authorized Signatory).

3. JNU is hereby authorized to conduct any inquiry/investigation to verify the statements, documents and information submitted in connection with the bid.

4. JNU and its authorized representatives may contact the following persons for any clarification:

Name of the contact person/s with designation:

Address :

Phone No./Fax No.

E-mail:

5. I/We affirm that we have read & understood the terms and conditions of the offer detailed in the notice inviting EoI vide No..... datedand hereby unequivocally and unconditionally accept the same & we will abide by all the terms and conditions as laid down in the said notice.
6. I/We have submitted the documents as above in Para 2.
7. I/We hereby declare that the statements made & information provided in the duly completed Bid forms enclosed, are complete, true and correct in every aspect and any error or omission therein, accidental or otherwise will be sufficient justification for JNU to reject our bid and / or to cancel the award of the assignment.
8. The decision of JNU concerning this transaction shall be final and binding on us.

Signature.....

Name.....

In the capacity of

Duly authorized to sign Proposal for and on behalf of

(Enclose copy of Power of Attorney, original to be submitted with technical proposal).

FORMAT FOR POWER OF ATTORNEY FOR SIGNING THE LETTER OF INTENT

(On a non-judicial Stamp Paper of Rs.100/- value).

POWER OF ATTORNEY

Know all men by these presents, that I/We..... (Name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms..... (Name and address of residence) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for operating the Food Shop in JNU Campus, New Delhi on monthly rent basis, including signing and submission of all documents and providing information / responses to JNU, representing us in all matters before JNU, and generally dealing with JNU in all matters in connection with our offer and Intent.

I/We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

(Signature)

I/We Accept

..... (Signature)

(Name, Title and Address of the Attorney)