



*Information & Library Network (INFLIBNET) Centre*

*An IUC OF University Grants Commission*

*INFOCITY, Gandhinagar 382 007.*

*☎ 079-23268000, Fax No.23268222*

*E-Mail: [sectionofficer@inflibnet.ac.in](mailto:sectionofficer@inflibnet.ac.in)*

*Website: [inflibnet.ac.in](http://inflibnet.ac.in)*

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TENDER No. INF/PUR/CANTEEN/2016-17

BID DOCUMENT

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**Open Tender for Providing Canteen Services on  
Annual Rate Contract at INFLIBNET Centre,  
Gandhinagar**

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**Yearly Estimated Cost : Rs. 15,00,000.00 (Approx)**

*Bid Validity : 60 days*

*Price of Bid Document: Rs. 200.00*

*Contact Number :*

*For Commercial query: Mrs. S.M. Munshi , Section Officer (P&S) (079-23268141)*

*Mr.ShyamTYadav, Assistant (P&S) (079-23268143)*

*For Technical query: Mr.Devang Roy, Office Assistant - II (079-23268121)*

**INFLIBNET CENTRE**  
**Infocity, Gandhinagar-382 007**

No. INF/PUR/CANTEEN/2016-17

November 28, 2016

**TENDER NOTICE**

**01. INTRODUCTION**

The Information and Library Network Centre (here after will be referred as INFLIBNET), is an autonomous Inter University Centre of the University Grants Commission, MHRD, New Delhi. Sealed bids on behalf of Director, INFLIBNET Centre are invited under Two Bid System i.e. Technical Bid and Financial Bid from bonafide, resourceful and reliable service providers/ Vendors/Suppliers requirements in the INFLIBNET Centre for Providing Canteen Services on Annual Rate Contract.

Desirous vendors may obtain tender documents on request in writing from P&S Section, INFLIBNET Centre, INFOCITY, Gandhinagar on all working days between 10:00 Hrs to 17:00 Hrs before the due date on payment of Rs.200/- (non- refundable) in form of Demand draft from any of the scheduled bank drawn in the favour of "INFLIBNET Centre, Gandhinagar" Payable at Gandhinagar.

Tender documents can also be downloaded from the website [inflibnet.ac.in](http://inflibnet.ac.in) (Tender Section) provided the requisite tender fee/cost i.e. Rs.200/- is enclosed along with the Technical bid as detailed above.

**02. IMPORTANT DATES**

Date of Release of Tender	29.11.2016
Last date of seeking clarifications	12.12.2016 (1200 hrs.)
Pre-bid Meeting	12.12.2016 (1630 hrs.)
Last Date and Time of Submission of bids	23.12.2016 (1600 hrs.)
Date and Time of Opening of Tender	23.12.2016 (1630 hrs.)

**03. EMD**

The interested Companies/firms may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.30,000/- (Thirty thousand only) in the form of Demand draft/ Bank Guarantee/Banker's Cheque/Fixed Deposit of any scheduled bank drawn in favour of "INFLIBNET Centre" payable at Gandhinagar and other requisite documents in the Tender Box kept near Security Cabin of INFLIBNET Centre, INFOCITY, Gandhinagar.

The bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. No interest shall be payable by the Institute on EMD. Successful tenders in the event of the contractor failing to comply with any provision of the contract, EMD/Security Deposit shall stand forfeited. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period.

Bids shall remain valid for 60 days after the date of Bid opening prescribed by INFLIBNET. A Bid valid for a shorter period shall be rejected as non-responsive.

In exceptional circumstances, INFLIBNET may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder granting the request is not required nor permitted to modify the Bid.

**04. PERFORMANCE SECURITY DEPOSIT**

The successful bidder shall have to deposit a Performance Security Deposit of the five percent of the total amount of purchase order within three (3) weeks of the receipt of the LOI/Order. The performance security deposit will be furnished in the form of Demand draft/ Bank Guarantee/Banker's Cheque/Fixed Deposit of any scheduled bank drawn in favour of "INFLIBNET Centre" Payable at Gandhinagar. The performance

security deposit should be valid for six month beyond the date of completion of all contractual obligations. Bid security should be refunded to the successful bidder on receipt of performance security.

## **05. TWO PART TENDER INSTRUCTIONS**

The bids have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested vendors are advised to submit Two separate sealed envelopes super scribing "Technical Bids "and "Financial Bids " to the INFLIBNET Centre, INFOCITY, Gandhinagar. Both sealed envelopes should be kept in a Third envelope of bigger size duly sealed superscripted "Bid for Annual Rate Contract for Canteen Services" at INFLIBNET Centre, INFOCITY, Gandhinagar. and also deposited/ dropped in the tender Box placed at the security cabin, INFLIBNET CENTRE, INFOCITY, GANDHINAGAR-382007 on or before 23.12.2016 at 1600 hrs.

### **Technical Bid (Pre-qualification criteria (Envelop No -1)**

The Bidders are required to submit technical bid enclosing therewith photocopies of following documents, failing which their bids will be summarily rejected and will not be considered any further:-

- I. The bidder must be a company registered under the companies Act, of India. Documentary (Certificate of incorporation) evidence to be submitted Registration Certificate to do the business for this items/work.
- II. The bidder should have their presence in Gandhinagar or Ahmedabad. Valid proof should be submitted along with the bid.
- III. The agency should have Service Tax/PAN/TAN Registration Certificate & Attested photocopies of Income Tax returns for last three years.. Bidder shall have to submit photocopy of the documents.
- IV. Should have at least 3 years' experience of having rendered in catering services in Government Department/PSU/Autonomous establishments. Documentary evidence in support to be enclosed.
- V. The bidder should have a financial turnover of at least Rs. 2 Lakhs each for any two years during the last three years. Bidder should be submit photocopy of audited balance sheet or income tax returns of the above criteria.
- VI. Earnest Money Deposit (EMD) of Rs.30,000/- (Fifty thousand only) in favour of "INFLIBNET Centre" payable at Gandhinagar.
- VII. The Tender document Fee can be deposited with the technical bid of Rs.200/-. Downloaded tender documents will have to be accompanied with a DD/Bankers cheque pledged in favour of "INFLIBNET Centre" payable at Gandhinagar towards the cost of the tender. Tender/Bid received without tender fee is liable to be rejected.
- VIII. Copy of the declaration terms and conditions in Tender Document at Annexure-II with each page duly signed and sealed by the authorized signatory of the firm in token of their acceptance.

### **Price Bid (Envelop No. 2)**

- I. The Price Bid as per Performa given in the tender documents as ANNEXURE-I and then price filled up and submitted in Envelope No -2, duly sealed superscript with name of tender. Any conditions given in the Price Bid may cause rejection of Bid.
- II. The financial bids of only technically qualified bidders will be opened in the presence of their representatives attending bid opening on a specified date and time.
- III. Any effort by a bidder or bidder's agent / consultant or representative whosoever described to influence the INFLIBNET in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
- IV. Price Rates should be quoted separately for each item. Quantities can be increased or decreased by purchaser and bidder has to supply deviated quantities at the rates prescribed and approved by the purchaser in the tender document
- V. The items rates with all taxes and charges should be inclusive.
- VI. The prices should be quoted in Indian Rupees.
- VII. The Incomplete and conditional bids shall not be considered and likely to be rejected in very first instance.

- VIII. All entries in the bid form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid form. The cuttings, if any, in the Bid/ Bid application must be initialed by the person authorized to sign the bid.
- IX. The envelope containing Technical Bid shall be opened first on the scheduled date and time at the Office of INFLIBNET Centre, INFOCITY, Gandhinagar in the presence of the representatives of the Companies, Firms / Agencies, if any, who wish to be present on the bid opening

### **Submission of Bid**

- I. The bid shall be written in English only.
- II. Bid may be submitted in the following manner :

Envelop No. 1- Shall contain all the information and documents in the same serial order as shown in the technical bid. The complete document should be numbered chronologically. On the top of envelope must be superscribed "Technical Bid". Shall also contain the bid EMD.

Envelop No.2- Shall contain the rates/prices of the items duly filled in (schedule of rates) and signed and stamped. On the top of envelope must be superscribed "Price Bid".

(Please note that the price should not be indicated in any of the documents enclosed in envelope 1).

- III. All the envelopes must be superscribed "Bid for ARC of Canteen Services" with due date and time and shall be sealed in third envelope of bigger size addressed to The Section Officer (P&S), INFLIBNET CENTRE, INFOCITY, GANDHINAGAR-382007. The Tender must reach on or before 23.12.2016 at 1600 hrs. OR deposited/ dropped in the tender Box placed at the security cabin.
- IV. All the documents submitted in the bid must be legible and self attested. Otherwise the bid is likely to be rejected. Each page of technical and price bid should be duly signed & stamped.

### **SCOPE OF WORK**

This tender is intended for providing canteen facility for the staff and Guests of INFLIBNET CENTRE, Infocity, Gandhinagar- 382 007. The Contractor is required to run the canteen and serve Tea, Coffee, Lunch and snacks etc to employees/Guests of the INFLIBNET CENTRE. In addition to the regular employees of the INFLIBNET CENTRE, the canteen will also cater to the needs of the Guests of INFLIBNET Centre as well as to the participants in academic, training programmes organized by the Institute from time to time. Tea, Coffee, Milk, Snacks, Cold Drinks, Juice, seasonal fruits, dry fruits, High tea, lunch, Dinner, Special lunch /dinner shall also be served for meetings or other purpose, whenever and wherever required in the premises.

Signature and seal of contractor

**INFORMATION AND LIBRARY NETWORK CENTRE  
INFOCITY, GANDHINAGAR**

**Annexure -I**

**FINANCIAL BID  
(Keep this Financial Bid in Separate Sealed envelope)**

**TEA / COFFEE / COLD DRINKS / MINERAL WATER**

<b>Sr. No</b>	<b>ITEM</b>	<b>RATE(Rs.)</b>	<b>REMARKS</b>
1.	One Cup Tea (Ready Made)-125 ml		
2.	One Cup Tea (Special) – 125 ml		
3.	One Cup Green Tea (Tea Bags) – 125 ml		
7.	One Cup Coffee (ready made) – 125 ml		
8	One Cup Green Coffee – 125 ml		
10	Minaral Water (Any Brand, size / weight)		
11	Cold Drinks (Any Brand, Size / weight)		
12.	Tropicana/Real/any branded juice		
13.	Hot Milk plain – 200 ml		
14.	Hot Milk with Bournvita, Horlicks, etc. – 200 ml		
15.	Biscuits – all good quality		

**SNACKS / BISCUITS**

16.	One Samosa/Puff/Patis or similar item - 70 grams		
17.	One Plate batata Vada -100 grams		
18.	One Plate methi Gota - 100 grams		
19.	One plate Dal Vada – 1000 grams		
20.	One plate Mix Bhajia - 100 grams		
21.	One Gobhi / Aloo / Paneer Pakora – 70 Grams		
22.	One Half –piece Bread Pakora – 70 Grams		
23.	One Muska Bun with butter and jam		
24.	Two piece Dahi vada		
25.	One Piece Sambhar Vada/idli- Vada weight 70 grams		
26.	Two Piece Sambhar Vada/idli One piece each or two piece any item (weight 70 grams each)		
27.	One Vetetable Cutles- 70grams		
28.	One piece bread slice (big Size)		
29.	Two big size bread butter		
30.	Two big size bread buffer with jam		
31.	Two big pieces Aloo mutter Sandwich		
32.	Two big pieces Veg. sandwich		
33.	Two big pieces Cheese sandwich		

34.	One Big Plain Dosa with sambhar & chattni		
35.	One Big Masala Dosa with sambhar & chattani		
36.	One Big Uttapam (Onion/ Tomato)		
37.	One Plate Upma – 100 grams		
38.	One plate Poha – 100 grams		
39.	One plate Paw bhaji		
40.	One plate Chhole and Two puri		
41.	Bread Omlets		

### Lunch

42.	One Roti (Tawa) – 70 grams		
43.	One Roti Tandoori - 100 grams		
44.	One Katori Dal – 100 grams		
45.	One Katori Chhole – 100 grams		
46.	One Katori Rajma – 100 grams		
47.	One Katori kadhi pakora (with 02 piece pakoras)- 100 grams		
48.	One Katori Seasonal Vegetable- 100 grams		
49.	One Katori Kofta Curry with two pieces koftas- 100 grams		
50.	One Katori Aalu Matar- 100 grams		
51.	One Katori Baingan Bharta – 100 grams		
52.	One Katori Mixed Vegetable- 100 grams		
53.	One Katori Dahi-100 grams		
54.	One Glass butter Milk-100 ml		
55.	One Katori Raita-100 grams		
56.	One Katori Dahi Vada (02 Piece vada) – 100 grams		
57.	One Katori Matar paneer- 100 grams		
58.	One Katori Kaju Korma- 100 grams		
59.	One Katori Palak Paneer (with 02 pieces of paneer)- 200 grams		
60.	One Katori Nutri Paneer- 100 grams		
61.	Half Plate Rice (Basmati) / Pulao – 100 grams		
62.	Full Plate Rice (Basmati) / Pulao – 200 grams		

### SWEETS / ICE CREAM

63.	One piece Gulab Jamun – 60 grams		
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64.	One piece Burfi – 60 grams		
65.	One piece Rusgulla- 60 grams		
66.	Ice-cream (Any Brand and Weight) One Scoop		

#### RATES FOR INFLIBNET OFFICIAL MEETINGS / PROGPAMMES

Sr. No	ITEMS	RATE(Rs.)	REMARKS
2.	Ordinary Fix Lunch (Panjabi or Gujarati)		
3.	Special/Director's Lunch / Dinner (Panjabi or Gujarati)		
4	Ordinary Lunch Unlimited (Panjabi or Gujarati)		
5.	High Tea		

#### MENU FOR OFFICIAL LUNCE ETC.

Sr. No.	<u>ORDINARYFIX LUNCH (PANJABI/GUJARATI)</u>		Sr. No.	<u>SPECIAL/DIRECTOR LUNCH/DINNER (PANJABI/GUJARATI)</u> <u>(Menu will be finalize by Office)</u>
1.	Plain Rice	one Katori	1.	Soup
2.	Chapati/ Puri/Nan	4 nos.	2.	Shikand/ Basundi/Aam Ras/Sweet
3.	Dal	One Katori	3.	Poori/Roti/Nan
4.	Seasonal Veg.	One Katori	4.	Seasonal Vag.
5.	Kathol / Paneer sabji	One Katori	5.	Panner dish
6.	Raita/Butter milk/Curd	One Glass/One Katori	6.	Pulao / jeera Rice
7.	Salad	----	7.	Dal fry / Kadhi / Gujarati Dal
8.	papad	One	8.	Raita / Dahivada /
9.	pickle	----	9.	Farsan with chatni or similar other item
			10.	Salad
			11.	Papad
			12.	Pickle
			13.	Dessert / Ice Cream
				Mukhwas

Sr.No.	<u>ORDINARY LUNCH UNLIMITED (PANJABI OR GUJARATI)</u>
1.	Plain Rice
2.	Chapati/Puri/Nan
3.	Dal
4.	Seasonal Veg.
5.	Kathol/Paneer sabji
6.	Raita/Butter milk/Curd
7.	Salad
8.	papad
9.	pickle


<b>Sr.No.</b>	<b>High Tea (Menu will be finalized by Office)</b>
1.	Tea/Coffee
2.	Wafer
3.	Cutlets/ Small samosa / Khaman/ Dhokhla and similar other items.
4.	Pastry / Sweet

#### **PERMISSIBLE BRANDS OF CONSUMABLES**

<b>Sr. No</b>	<b>ITEM</b>	<b>SUGGESTED BRANDS</b>
1.	Salt	Lodised salt such as Tata, Annapurna, Nature Fresh
2.	Spices	MDH, MTR or equivalent quality brands
3.	Ketchup	Maggi, Kissan, Heinz or equivalent quality brands
4.	Oil	Refined oil such as Sundrop, Nature Fresh, Godrej
5.	Pickle	Mother's or Priyaor Tops or equivalent quality brands
6.	Atta	Aashirvad, Pillsbury, Nature Fresh or equivalent quality brands
7.	Butter	Amul, Britannia, Mother Dairy or equivalent quality brands
8.	Bread	Harvest / Britannia Make or equivalent quality brands
9.	Jam	Kissan, Nafed or equivalent quality brands
10.	Milk	Toned milk of Mother Dairy/Amul/Madhuror equivalent quality brands
11.	Paneer	Amul / Mother Dairy or equivalent quality brands
12.	Tea	Brook Bond Lipton Tata or equivalent quality brands
13.	Coffee	Nescafe, Rich Bru or equivalent quality brands
14.	Biscuits	Britannia, Parle Good Day or equivalent quality brands
15.	Ice Cream, Lassi, Curd	Mother Dairy, Amul, Cream Bell- all varieties or equivalent quality brands
16.	Mixtures / Chips	Haldiram / Bikaner or equivalent quality brands
17.	Mineral Water	ISI Marked Kinley / Bisleri / Ganga or equivalent quality brands
18.	Besan, Dal	Rajdhani or equivalent quality brands
19.	Rice	Basmati or equivalent quality brands
20.	Cold Drinks	Pepsi, Coke etc. or equivalent quality brands
21.	Juices	Real, Tropicana or equivalent quality brands
22.	Lemon Water	Hello or equivalent quality brands
23.	Sweet	Bikaner, Haldiram or equivalent quality brands

Any other items to be included by the contractor with the prior approval and approved rates by INFLIBNET management. The Contractor May Use any other brand after obtaining prior Approval from INFLIBNET.

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_



**INSTRUCTION TO BIDDER**

**1. Pre Bid Meeting**

Pre Bid Meeting will be held on 12.12.2016 at 16.30 hrs at premises of INFLIBNET. Bidder can end their queries to Section Officer (Purchase & Store) (shahana@inflibnet.ac.in) and copy to Mr. Harish Chandra, Administrative Officer – (PA&F) and Mr. Devang Roy, Office Assistant - II. Only the queries received within the stipulated date prior to the Pre Bid Meeting will be answered. The entrance to the Pre Bid Meeting will be limited to two persons per bidder and carrying valid authorization letter on official letter head bearing company seal for those who will submit the tender document fee before the Pre Bid Meeting.

**2. AMENDMENT OF BID DOCUMENT**

At any time prior to the deadline for submission of proposals, INFLIBNET Centre reserves the right to add/modify/delete any portion of this document by issuance of an Corrigendum, which would be published on the website and will also be made available to the all the Bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

**3. MODIFICATION AND WITHDRAWAL OF BIDS**

The bidder may modify or withdraw its bid after submission, if written notice of the modification or withdrawal is received by INFLIBNET before the deadline prescribed for bid submission. The bidder's modification shall be prepared, sealed, marked and dispatched as follows:

- The bidders shall provide in original of any modification to its bid, clearly identified as such, in separate envelope duly marked Bid Modification. The envelope shall be duly marked Bid Modifications. Other provisions concerning the marking and dispatch of bid modification shall be in accordance with the bid.
- A bidder wishing to withdraw its bid shall notify INFLIBNET in writing prior to the deadline prescribed for the bid submission.
- A withdrawal notice may be sent by post or the tele fax followed by post confirmation post marked not later than the deadline for submission of bids. The notice of withdrawal shall be addressed to INFLIBNET at the address as mentioned/stated in the documents, bear the tender reference number and the words Bid Withdrawal Notice. Bid Withdrawal Notice received after the bid submission deadline will be ignored and the submitted bid will be deemed to be a validity submitted bid. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the RFP. Withdrawal of the bid during this interval may result in the bidder's forfeiture of its EMD, pursuant to this RFP.

**4. FORFEITURE OF EMD**

EMD made by Bidder may be forfeited under the following conditions: If Bidder withdraw the proposal before the expiry of validity period. During the evaluation process, if a Bidder indulges in any such activity as would jeopardize the process, the decision of INFLIBNET regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances. If Bidder violates any of the provisions of the terms and conditions of the proposal. In the case of a successful Bidder, if Bidder fails to:

- Accept the work order along with the terms and conditions.
- Furnish performance security.
- Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
- To sign the agreement in time. The agreement has to be supplied by the successful vendor/contractor on a 100 rupees non-judicial stamp paper. Format of agreement attached.

- Submitting false/misleading information/declaration/documents/proof/etc. The decision of INFLIBNET regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD even the Bidder will be deferred from participating in any job for a period of one year.

## 5. CONTRACT EXECUTION

Initially the Contract will be for a period of Two years, which may be extended further by one more year on same terms & conditions and rates by mutual consent and understanding of both the parties.

The successful bidder will be intimated by the office whereupon he will enter into agreement with INFLIBNET CENTRE and commence the work immediately thereafter not later than 02 days from issuance of the intimation. The contract shall begin from the date of actual commencement of the work at the site

On receipt of the Letter of Award, the contractor should submit a Performance Bank Guarantee (PBG) equivalent to five to ten percent % of the total contract value within three weeks from the date of receipt of Letter of Award/Order

If after the award of the contract the Bidder does not sign the Agreement or fails to furnish the Performance Bank guarantee within three weeks from the date of receipt of LOI/Order along with the inception report and working schedule as per the tender requirements & if the operation are not started within fifteen (15) working days after submission of P.B.G. as mentioned, INFLIBNET reserves the right to cancel the contract and apply all remedies available under the terms and conditions of this contract.

## 6. TERMS OF PAYMENT

- The Contractor shall pay all taxes, levies, work contract tax etc. of the Government provision of the Income Tax Act or as per the advice of the Income Tax Authority. Deduction of Income tax/Works Contract tax/any other taxes shall be made from payment as per relevant provisions of the Income tax Act or as per the advice of the Income tax Authority/other Competent Authority.
- The contractor has to submit a monthly statement showing the amount to be recovered from staff on or before 5<sup>th</sup> day of the consequent month. Subject to the providing satisfactory services. Contractor has to raise to separate bill for the food supplied to guest house and the payment will be released after receipt of bill & scrutinized.
- No claim for interest will be entertained by the Centre in respect of any payment/deport which will be held with the Centre due to dispute between the Centre & Contractor or due to Admin delay for the reasons beyond the control of the Centre.
- The payment in respect of official hospitality bills of the MEA submitted in duplicate by the Contractor shall be released on receipt basis subject to fulfillment of obligations by the Contractor imposed under various laws, Rules & Regulations, etc. applicable from time to time and after scrutiny of authorization for supply at the prices offered by the contractor.
- Any supply of food items without proper authorization by the designated authority of INFLIBNET will not be paid for. Income Tax, as applicable at the prevailing rates, will be deducted at source.

## 07. SUB-CONTRACT

The purchaser (INFLIBNET) does not recognize the existence of Sub-Contractors. The Contractor's responsibility is not transferable.

## 08. TERMINATION FOR DEFAULT

INFLIBNET may without prejudice to any other remedy or right of claim for breach of contract by giving not less than 30 days written notice of default sent to the contractor, terminate the order in whole or in part. If the contractor materially fails to render any or all the services within the time period specified in the contract or any extension thereof granted by INFLIBNET in writing and fails to remedy its failure

within a period of thirty days after receipt of default notice from INFLIBNET. INFLIBNET will invoke the amount held back from the contractor as PBG.

09. INFLIBNET'S RIGHT TO REJECT ANY OR ALL BIDS

INFLIBNET reserves the right to reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

10. SPLITTING OF THE CONTRACT AND CURTAILMENT OF WORK

INFLIBNET reserve the right to split up and distribute the work among the successful bidders and to curtail any item of work in the schedule partly or fully.

11. RESOLUTION OF DISPUTES

The Court of Gandhinagar/Ahmedabad only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

12. TERMINATION OF THE CONTRACT

The Contract can be terminated by either party, i.e., INFLIBNET or the Contractor, after giving two-months notice to the other party extendable by mutual agreement till alternate arrangements are made. However, INFLIBNET reserves the right to terminate the contract without giving any notice in case the Contractor commits breach of any of the terms of the contract. INFLIBNET's decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.

On termination of the contract, the Contractor will hand over all the equipments/furniture /articles etc., supplied by INFLIBNET, in good working condition, back to INFLIBNET.

If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory (say in a month or so) during the probationary period of three months from the date of taking over charge of the canteen services, MEA reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.

13. PENALTY

The INFLIBNET reserves the right to impose a penalty (to be decided by the INFLIBNET authorities) on the Contractor for any serious lapse in maintaining the quality and the services willfully or otherwise by the Contractor or his staff or for any adulteration.

If the INFLIBNET is not satisfied with the quality of eatables served, services provided or behavior of the contractor or his/her employees, the Contractor will be served with 24-hour notice to improve or rectify the defect(s), failing which the INFLIBNET will be at liberty to take appropriate necessary steps as deemed fit.

14. Indemnity

The contractor shall keep INFLIBNET CENTRE and all officials of these offices indemnified from and against all suits, losses, claims, demands, proceedings, and liability of any nature or kind including costs and expenses, injuries to any person, damages to any property whatsoever, levy of fees or consequences which they may be put to or suffer on account of the services undertaken by the contractor.

The Contractor shall keep the INFLIBNET CENTRE and all officials of these offices indemnified from and against all suits, losses, claims, demands, proceedings, and liability of any nature brought or instituted against them by any of contractors' employees or any other third party in connection with, relating to or arising out of the performance of the services or non- compliance, deficiency, non- implementation of various provisions of statutory requirements.

15. Force Majeure

Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure.

In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other, give a notice of termination.

#### 16. STATUTORY OBLIGATIONS OF THE TENDERER (CONTRACTOR)

- The Contractor shall be responsible for engaging adequate number of trained/semi-trained manpower required for providing good canteen services in INFLIBNET Campus.
- The employees of the Contractor should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases.
- The Contractor will, prior to the commencement of the operation of contract, make available to INFLIBNET the particulars of all the employees who will be deployed at the INFLIBNET's premises for running the Canteen. Such particulars, inter alia, should include age/date of birth, permanent address, police verification report and profile of the health status of the employees.
- The Contractor shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any unlawful activity.
- Employment of child labour is strictly prohibited under the law. Therefore, the Contractor will not employ any child.
- In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the INFLIBNET by any individual, agency or government authority due to acts of the Contractor, the Contractor shall be liable to make good/compensate such claims or damages to the INFLIBNET. As a result of the acts of the Contractor, if the INFLIBNET is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the INFLIBNET or the INFLIBNET reserves the right to recover such amount from the payment(s) due to the Contractor while settling his/her bills or from the amount of Security Deposit of the Contractor lying with the INFLIBNET
- The Contractor 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 around cooking place, dining hall and surrounding etc.
- The contractor shall provide sufficient sets of Uniforms and pair of shoes to his employees and shall ensure that they wear them all times and maintain them properly.
- The Contractor shall be personally responsible for conduct and behaviour of his staff and any loss or damage to INFLIBNET's moveable or immovable property due to the conduct of the Contractor's staff shall be made good by the contractor. If it is found that the conduct or efficiency of any person employed by the Contractor is unsatisfactory, the Contractor shall have to remove the concerned person and engage a new person within 48 hours of intimation by INFLIBNET. The decision of the INFLIBNET's designated officer in this regard shall be final and binding on the Contractor.
- The Contractor shall not appoint any sub-contractor to carry out his obligations under the contract. Subcontracting will lead to immediate termination of contract.
- The Contractor shall keep the Canteen and its surrounding areas clean and up to date sanitation every day after the services are over. The cleaning includes cleaning of utensils, kitchen, canteen hall, floor, counter, benches, tables, chairs, etc. INFLIBNET management will have 24-hour access to inspect the canteen premises at any time for ensuring the cleanliness and hygienic conditions of the canteen's kitchen and dining hall premises
- The INFLIBNET reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold in the canteen. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the Contractor.
- All work shall be carried out with due regard to the convenience of INFLIBNET. The orders of the concerned authority shall be strictly observed.

- The Contractor will deploy adequate manpower for work during late hours and on Saturdays/Sundays, including other holidays, according to the requirement of INFLIBNET and the guests.
- The Contractor will have to supply breakfast/lunch/dinner in the canteen / INFLIBNET premises as per requirement and schedule drawn for the purpose by the concerned authorities of the INFLIBNET.
- Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the INFLIBNET's campus, including Canteen. Any breach of such restrictions by the Canteen Contractor will attract deterrent action against the Contractor as per statutory norms.
- No minimum guarantee will be furnished to the Contractor towards consumption of food items. He/she is advised to maintain the highest quality at the minimum possible prices so as to attract the maximum number of INFLIBNET personnel to avail canteen services.
- The Contractor will bring his own tools, cookers, equipment, utensils, plates, jugs, Disposable water glasses, Crockery etc., in sufficient quantity as needed to maintain the canteen services in addition to what is provided for by INFLIBNET.
- The staff of the contractor should be neat and clean, Cook should wear apron , cap , hand gloves.
- The Contractor is responsible to provide commercial gas, Gas burners, mixture, all type of utensils for cooking (including different type of cookers), serving utensils, dishes (all type of ), bowls , catory, spoons, fork,es, knives, disposable dish, glass etc. \*\*\*\*\*
- The Contractor shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.
- Electricity : Free. But it should not be used for cooking purposes. The agency would use power consumption only for refrigerator, hot-case, Grinding of dal and for such purposes as allowed by the Institute.
- Furniture for use within the canteen premises will be provided by the Institute except almirahs/racks required for storage purpose etc.
- The contractor will be required to provide canteen service in the canteen premises and also in various rooms of the Institute/Guest house/VIP rooms as and when required.
- No rate will be revised without the approval of the Institute.
- Under exceptional circumstances the Institute reserves the right to change any term and condition as and when warranted.
- In case of any dispute arising out of the interpretation of the terms and conditions of the contract, the decision of the Director, INFLIBNET CENTRE, will be final and binding.
- The contractor will be required to execute an agreement in the prescribed form in case the contract is awarded.

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

## INFLIBNET CENTRE, GANNDHINAGAR

Annexure – II

### BID FORM

(Bidders are requested to furnish the Bid Form in the Format given in this section, filling the entire Blank and to be submitted on Letter Head in original)

To  
INFLIBNET CENTRE  
Infocity, Gandhinagar

Sub: ARC of Providing Canteen services for INFLIBNET CENTRE, Gandhinagar

Dear Sir,

We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no. INF/PUR/CANTEEN/2016-17 dated 28.11.2016, do hereby propose to execute the job as per specification as set forth in your Bid documents.

The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.

We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.

We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to ten percent (10%) of the Order value as stipulated in Financial Bid (BOQ).

We agree that INFLIBNET reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, this .....day of .....2016

Thanking you, we remain,

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

# INFLIBNET CENTRE, GANNDHINAGAR

Annexure – III

## Bidder's Details

1	Name of the Firm	
2	Registered Office Address Contact Number Fax Number E –mail	
	Name & address of the person to whom all references shall be made with regard to this tender  Name: Address: Phone Numbers (office & mobile): Email Id: Alt. Email id:	
3	Correspondence / Contact address Name & Designation of contact person Address Contact Number Fax Number E-mail	
4	Is the firm a registered company? If yes, submit documentary proof Year and Place of the establishment of the company	
5	Former name of company, if any	
6	Is the firm A Government / Public Sector undertaking a proprietary firm A partnership firm (if Yes, give partnership deed) A limited company or limited corporation, member of a group of companies,( if yes, give name and address and description of other companies) A subsidiary of a large corporation (if yes give the name and address of the parent organization). If the company is subsidiary, state what involvement if any, will the parent company have in the project.	
7	Is the firm registered with Sales Tax department? If yes, submit valid VAT registration certificate.	
8	Is the firm registered with Sales Tax with Central Excise department ( Service Tax Cell) ? if yes, submit valid service tax registration certificate.	

9	Total number of employees. Attach the organization chart showing the structure of the organization.	
10	Are you registered with any Government Department / Public Sector undertaking (if yes, give detail)	
11	How many years has your organization been in business under your present name? What were your filed when you established your organization	
13	Number of offices in district head quarters in Gandhinager/Ahmedabad	
15	List the major clients with whom your organization has been / is currently associated.	
16	Have you any capacity not completed any work awarded to you? (if so, give the name of project and reason for not completing the work)	
17	Have you ever been denied tendering facilities by any Government / Department/ Public sector undertaking? (Give Detail)	

Authorized Signatory (signature in full) : \_\_\_\_\_

Name and Title of Signatory : \_\_\_\_\_

Company Rubber Stamp : \_\_\_\_\_



FINANCIAL CAPABILITY OF BIDDER

Sl. No.	Name of the Bidder	Turnover (Rs. / Lakhs )		
		2013-14	2014-15	2015-16
1				

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

Note:

Submit the audited financial statement/ audited annual report of the last three financial years.

DECLARATION

I, \_\_\_\_\_ Son/Daughter/Wife of \_\_\_\_\_ Resident  
of \_\_\_\_\_

\_\_\_\_\_  
Proprietor /  
Director / Authorized Signatory of the Company / Firm, mentioned above, is competent to sign this declaration  
and execute this tender document;

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

The information / documents furnished along with the above application are true and authentic to the best of my  
knowledge and belief. I / we are well aware of the fact that furnishing of any false information / fabricated  
document would lead to rejection of my tender at any stage besides liabilities towards prosecution under  
appropriate law.

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

ORDER FOR ARRANGING VARIOUS DOCUMENTS IN TECHNICAL BID (CHECKLIST)

(Unconditional acceptance of Terms and conditions of the tender)

Pl. Tick

Pl use separate sheet for providing complete information.

Sr. No.	Criteria As per tender Clause	Vendor Response/ Remarks	Page No.
01.	Registration Certificate		
02.	Address proof of Gandhinagar or Ahmedabad office.		
03.	Service Tax/ PAN/ TAN Registration Certificate		
04.	Three year Experience Certificate		
05.	Balance sheet or Income tax returns of three years		
08.	Tender document Fee of Rs.200/-.		
09.	Earnest Money Deposit (EMD) of Rs.30,000/-		
13.	Bid form Annexure – III		
14.	Bidder's Details form Annexure – III		
15.	Financial Capability of Bidder Annexure- IV		
16.	Declaration of Bidder Annexure – V		

The bidder is required to enclose self attested photocopies of the following documents along with the Technical Bid, failing which their bids may be summarily/out rightly rejected and may not be considered:

## **INDEMNITY BOND**

We, ....., having a registered office at ....., have entered into a contract with Information & Library Network (INFLIBNET) Centre having registered office at INFOCITY, Opp. DAICT, Gandhinagar 382 007, vide contract dated ....., Annual Rate Contract for Canteen Services at Information & Library Network (INFLIBNET) situated at INFOCITY, Opp. DAICT, Gandhinagar 382 007.

We do hereby indemnify and keep harmless, Information & Library Network (INFLIBNET) Centre, at all times, whether during the continuation of the aforesaid contract and at any time thereafter, in respect of any claim, demand, compensation, liability, penalty, fines, interests, suits etc. of whatsoever nature made, all actions and proceedings taken against the Institute by any party, employee(s), or workman/woman provided by us, on account of any delay, default, lapse, error, or omission on our part, or of rules and regulations, as may be applicable under the said contract from time to time.

We further undertake to indemnify and keep harmless, Information & Library Network (INFLIBNET) Centre against any claim/compensation arising out of any non-payment or short payment of salaries, wages, overtime, or compensation by whatever name called and compensation and claims arising on account of any accident, injury, death, etc. during the course of their engagement by us for the purpose of this contract, or non-fulfillment of any obligation under any of the labour laws as applicable to the class of workers/employees engaged by us for the purpose of this contract.

We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner.

Signature of the Tenderer/Authorized Signatory Name of the

Tenderer -----

Address of the Tenderer-----

Seal of the Company/Firm:

Telephone No/ Mobile No.-----

## BANK GUARANTEE FORM FOR PERFORMANCE SECURITY DEPOSIT

To,

The Director, INFLIBNET Centre

WHEREAS.....

.....

.....

(Name and address of the supplier) (Hereinafter called "the supplier" has undertaken in pursuance of contract no.....Dated..... to supply (description of goods and services) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of .....

(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein,.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to and including the .....Day of.....20.....

(Signature with date of the authorized officer of the Bank)

.....

.....

(Name and designation of the officer)

.....

.....

(Seal, name & address of the Bank and address of the Branch)  
FORMAT FOR EARNEST MONEY DEPOSIT / BID BOND

## LETTER OF GUARANTEE

To,  
The Director,  
INFLIBNET Centre,  
INFOCITY,  
Gandhinagar

IN ACCORDANCE WITH YOUR TENDER for supply of ....., M/s. .... (hereinafter called the "Bidder") having its Registered Office at ....., wish to participate in the said bid for the supply ..... as an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of Rs. .... (Rupees.....) valid up to ..... (180 days from the date of issue of Bank Guarantee), is required to be submitted by the bidder as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Purchaser on (1) the withdrawal or revision of the offer by the bidder within the validity period, (2) Non acceptance of the Letter of Indent / Purchase order by the Bidder when issued within the validity period, (3) failure to execute the contract as per contractual terms and condition within the contractual delivery period and (4) on the happening of any contingencies mentioned in the bid documents.

During the validity of this Bank Guarantee :

We, .....(Bank name) having its registered Office at .....guarantee and undertake to pay immediately on first demand by ..... the amount of Rs..... (Rupees.....) without any reservation, protest, demur and recourse. Any such demand made by the INFLIBNET Centre shall be conclusive and recourse. Any such demand made by the purchaser shall be binding on the Bank irrespective of any dispute or difference raised by the Bidder.

The Guarantee shall be irrevocable and shall remain valid up to .....(180 days from the date of issue of Bank Guarantee) If any further extension is required, the same shall be extended to such required period on receiving instruction from the Bidder, on whose behalf the is Guarantee is issued.

Notwithstanding anything contained herein :

\*Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) .

\* This Bank Guarantee shall be valid up to .....(date).

\* We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and only if you serve upon us a written claim or before ..... (date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at ..... situated at ..... (Address of local branch).

Yours truly,

Name of Bank:

Signature and seal of the guarantor:

Address:

Date:

Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

## FORM OF AGREEMENT

This agreement made the \_\_\_\_\_ day of the month of \_\_\_\_\_ in the year 20.... BETWEEN, The Information and Library Network Centre ( Hereinafter called "INFLIBNET") or Client which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns, having its Head office at INFOCITY, Gandhinagar 382 007, Gujarat, India on the ONE PART; and

\* Shri \_\_\_\_\_ S/D/o \_\_\_\_\_  
resident \_\_\_\_\_ of \_\_\_\_\_ the sole proprietor of  
M/s \_\_\_\_\_ having office at the following address  
\_\_\_\_\_

\* M/s. \_\_\_\_\_ the partnership firm having an administrative/principal office at \_\_\_\_\_ represented by its Managing/duly authorised partner.

\* M/s. \_\_\_\_\_ company/body corporate incorporated under the provisions of the Companies Act 1956 having its registered office at the following address \_\_\_\_\_, duly represented at \_\_\_\_\_ duly represented by its constituted and authorized Managing Director, Shri \_\_\_\_\_ and (hereinafter called the Tenderer which term shall also be called the Supplier or the Contractor ) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns on the other part

WHEREAS THE Client/ INFLIBNET is desirous that certain works should be designed, supplied, installed, tested & commissioned as detailed in the notice inviting tender and their office mentioned and called for invitation to tenderers for the supply, installation and performance of such works has been accepted by the INFLIBNET on the terms and conditions as set out therein and interalia others.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
  - a) Notice inviting Tender
  - b) General rules and Instructions for the guidance of tenderers.
  - c) The Tender, Letter of Acceptance, Letters from & to the tenderer, if any, leading to and prior to acceptance letter.
  - d) General Conditions of contract and clauses of contract along with Annexures thereto.
  - e) Schedules consisting of Technical Specifications, Special Conditions, Compliances, Comprehensive AMC terms, tender drawings if any, etc.
  - f) Schedule of quantities including Prices and tendered amount known as Price - Bid.

g) The details submitted in technical bid, design, site survey and such other commitments like Annual Maintenance Charges for the period mentioned shall be part of the agreement.

**[Note : \* Strike off whichever is not applicable ]**

3. In consideration of the payments to be made by the INFLIBNET to the tenderer, the tenderer hereby covenants and agrees with the INFLIBNET to complete the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said tenderer, \_\_\_\_\_

\_\_\_\_\_ to the CLIENT(INFLIBNET) \_\_\_\_\_ in the presence of:

Signature of Tenderer (with seal)

Signature of Authorised representative  
of the Client/INFLIBNET Accepting Authority.

Witness ( Signature, Name & Address ):

1).

2).