

ICAR - SUGARCANE BREEDING INSTITUTE COIMBATORE - 641007 - 641007 TAMILNADU



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E-Mail: director.sbi@icar.gov.in

Web: https://sugarcane.icar.gov.in

NOTICE INVITING TENDER THROUGH E-PROCUREMENT TOWARDS THE CONTRACT FOR PROVIDING CATERING SERVICES AT ICAR- SUGARCANE BREEDING INSTITUTE, COIMBATORE – 641007 (TAMILNADU)

Online Bids, under two bid systems, on behalf of the Director, ICAR - Sugarcane Breeding Institute, Coimbatore - 641007 are invited from interested registered/well-established/reputed manpower service providers through e-Tender enquiry for awarding of contract for outsourcing of catering services at ICAR- Sugarcane Breeding Institute, Coimbatore - 641007, Tamilnadu. The details of tender is enumerated in the following annexure. Please read the annexure attached herewith before bidding.

Annexure-1 : Instructions and invitation of tender

Annexure-2 : Acceptance of terms and conditions by bidder

Annexure-3 : Technical bid

Annexure-4 : Checklist for technical bid Annexure-5 : Bidder's Experience

Annexure-6 : General Information and terms and conditions of the tender

Anneuxre-7 : List of food items

Annexure-8 : Draft Specimen Agreement

Annexure-9 : Instructions for online bid submission

Name of Organization	ICAR-Sugarcane Breeding Institute Coimbatore - 641007	
Date and Time for Issue/Publishing	08.06.2023 at 06.00 PM	
Document Download Date and Time	08.06.2023 at 06.00 PM	
Bid Submission start Date and Time	08.06.2023 at 06.00 PM	
Bid Submission End Date and Time	04.07.2023 at 02.00 PM	
Date and Time for Opening of Technical Bids	05.07.2023 at 02.00 PM	
Address for Communication	The Administrative Officer,	
remain him summer relation and in his hours with	ICAR- Sugarcane Breeding Institute,	
	Coimbatore - 641007	
	Tel: 0422-2472621	

- 1. The tender form/bidder document may be downloaded from the Website: http://sugarcane.icar.gov.in and https://eprocure.gov.in/eprocure/app. Online Submission of Bids only through Central public procurement portal (https://eprocure.gov.in/eprocure/app) is mandatory. Manual bids shall not be accepted. Tenderers/bidders are requested to visit the website: (https://eprocure.gov.in/eprocure/app) regularly. Any changes/modifications in the tender inquiry will be intimated by corrigendum through this website only.
- In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Institute reserves the right to accept or reject any or all the tenders.

- 3. Earnest Money Deposit: The interested firms are required to deposit (in original) an Earnest Money Deposit (EMD) of Rs.3,000/- (Rupees Three thousand only) in the form of Demand Draft along with the Tender Documents from any of the Nationalized Bank in favour of the Director, ICAR SBI payable at Coimbatore may be sent to Administrative Officer, ICAR SBI, Coimbatore 641007 on or before bids submission closing date. EMD will be refunded after award of contract without any interest thereon and the forfeiture of the same will be as per the rules. Quotations received without EMD will not be considered.
- 4. ICAR SBI reserves the right to accept / reject any or all the tenders in part / full without assigning any reason thereof.
- ICAR SBI will not be responsible for any delay in enrollment / registration as bidder for submitting/uploading the offer on e-tender portal. Hence, bidders are advised to register in etendering website <u>www.eprocure.gov.in</u> and enroll their Digital Signature Certificate and upload their quotation well in advance.
- 6. Any change / corrigendum/ extension of opening date etc. in respect of this tender shall be issued through websites only and no press notification will be issued in this regard. Tenders/bidders are requested to visit the website https://eprocure.gov.in/eprocure/app regularly.
- The tender form/bidder documents may be downloaded from the website: https://eprocure.gov.in/eprocure/app.Online submission of Bids through Central Public Procurement Portal (https://eprocure.gov.in/eprocure/app) is mandatory. Manual bids shall not be accepted.

The Firms are required to furnish / upload copies of the following documents:

- 1. Signed & scanned copy of Firm's registration and GST No.
- II. RTGS detail of the firm.
- III. Scanned copy of similar contracts to Government Departments.
- IV. Signed and Scanned Copy of Completely filled Technical Verification data sheet (Technical Compliance Statement) must be submitted for each quoted configuration
- V. Signed and Scanned Copy of Make and model of all systems, sub systems and additional items should be mentioned in the technical bid and complete technical details should be provided in the form of Brochures and write-ups.

We agree to supply the above goods and allied services. We confirm that the same will meet the description, specification and other technical details as required in the tender enquiry.

We confirm that we agree to all other terms and conditions of your tender enquiry including the terms of delivery, period of delivery and warranty provision.

We have furnished all the information, as required in the tender enquiry and attached the relevant documents.

We confirm that our offer will remain valid for acceptance for <u>180 days</u> after the date of opening of tenders.

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\$ 6/2 Addr.

Schedule for Price Bid Submission:

The below mentioned Financial Proposal/Commercial bid format is provided as BOQ_cateringservice.xls along with this tender document at https://eprocure.gov.in/eprocure/app. Bidders are advised to download this BOQ_cateringservice.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with ICAR-Sugarcane Breeding Institute, Coimbatore.

ADMINISTRATIVE OFFICER

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F.No. 15-3/2022-2023/Estate

ICAR- SUGARCANE BREEDING INSTITUTE COIMBATORE - 641007 TAMILNADU

INVITATION TO E-TENDER NOTICE AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR PROVIDING CATERING SERVICES AT ICAR-SUGARCANE BREEDING INSTITUTE, COIMBATORE-7, TAMILNADU

Administrative Officer
ICAR - SBI,
Coimbatore – 641007.
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Го:
Dear Sir(s),

From:

Online Bids are hereby invited on behalf of the Director, ICAR - SBI for contract of PROVIDING CONTRACT FOR CATERING SERVICES AT ICAR-SUGARCANE BREEDING INSTITUTE, COIMBATORE - 641007.

- The terms and conditions of the contract are those contained in the general conditions of
 contract applicable to the contracts placed by the ICAR- SBI as detailed in the tender
 forms and its schedules. Please submit your rates in the tenders form if you are in a
 position to furnish the requisite services in accordance with the requirements stated in
 the attached schedules.
- An earnest money of Rs. 3,000/- (Rupees three thousand only) in the form of demand draft in favour of Director, ICAR- SBI payable at Coimbatore - 641007 must be enclosed with the bids. Conditional bids shall not be considered. No overwriting or cutting is permitted in the tender documents. Such bids will be rejected out rightly.
- 3. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resile from his offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulations the aforesaid amount of EMD will be forfeited and he will not be allowed to participate in any tender floated by the ICAR- SBI for 2 years. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the Council.
- 4. The schedules/annexures of the tender form should be duly filled in all respect. In the event of the space provided on the schedule/annexures form being insufficient for the required purposes, additional pages may be added and/or uploaded. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the tender form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along with the tenders.

- 5. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules/annexure to the tenders are not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm of constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case, he must have authority to refer to arbitration dispute concerning the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
- If a tenderer does not accept the offer, after issue of letter of award by ICAR- SBI within 15 (Fifteen) days, the offer made shall be deemed to be withdrawn without any notice & earnest money will be forfeited.
- 7. In case of partnership firms, where no authority has been given to any partner to execute the contract/ agreement concerning the business of the partnership, the tenders and all other related document must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the ICAR- SBI shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure(s), if any, should be signed by the tenderer.
- Bids are invited under two-bid system (Technical bids and financial bids). Both technical
 and financial bids may be uploaded. After evaluation of technical bid, the financial bid
 will be opened. Financial bid will be opened only to those tenderer whose qualify
 technically.
- The rates quoted by each firm for job/service contract in tenders are given both in words and figure failing which the same is liable to be rejected. Tenders will be opened on the schedule date and time.
- 10. An amount of Rs.50,000/- (Rupees fifty thousand only) is to be deposited by the selected agency/ successful tenderer as Performance Security Deposit only after receiving a communication from the ICAR- SBI. In the event of non-deposition of the same, the earnest money will be forfeited. The selected agency should serve for an entire contract period of one year, failing of which, the security deposit will be forfeited.
- 11. No interest on security deposit and earnest money deposit shall be paid by the ICAR- SBI to the tenderer.
- 12. The cooking materials like steam boiler, stoves, gas, cooking vessels etc., should be arranged by the caterer only and the tenderer has to make his own arrangement for safe custody of the cooking and other materials. The vessels should be rust free 316 or 308 stainless steel grade.
- 13. Stainless steel plates should be provided for serving the food with stainless steel water jug and tumbler for each table. Dinning plates, cups, spoons and other vessels should be washed with soap water and hot water frequently.
- 14. The existing kitchen, dining hall in the ground floor and store room in Scientist Home and canteen building near Entomology section will be provided by ICAR-SBI, Coimbatore.

- 15. The rates for menu items should be quoted in BOQ sheet separately. The rates quoted once in the tender will be valid for one year from the date of acceptance of the same and no change will be allowed during this period.
- 16. The GST, Income tax or any other tax which is as per the rules of the Govt. of India be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.
- Two percent (2.0%) of the total billed amount will be deducted towards TDS on GST and the same will be remitted to the GST Department concerned.
- 18. In accordance with O.M. No. 29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, bids quoting 'Nil' charges/consideration shall be treated as unresponsive bid and it will not be considered. If service charges are quoted less than or equal to the TDS it will be treated as nil charges/consideration.
- 19. The Director, ICAR- SBI reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the ICAR- SBI, for any justifiable reasons and it is not mandatory to be communicated to the tenderer.
- 20. Decision of the Director, ICAR- SBI shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any, on the contract will be settled at his level by mutual consultation and in case of failure or settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, ICAR- SBI. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.
- 21. Acceptance by the ICAR- SBI will be communicated by fax/email, express letter or any other form of communication or uploaded on the portal. Formal letter of acceptance and work order of the tenderer will be forwarded as soon as possible, but the earlier instructions in the fax/email, express letter etc. should be acted upon immediately.
- 22. The ICAR- SBI does not pledge itself to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders whole or in part keeping in view valid reasons. Conditional tenders will not be accepted.
- 23. The ICAR-SBI reserves the right to modify any of the terms and conditions of the contract as mentioned in further annexures of this document, at its discretion, in the interest of the job/work.
- 24. The following document/vouchers are required to be uploaded with the technical bid: -
 - (a) Registration certificate of the firm under the Shops & Establishment act of the Government of Tamil Nadu.
 - (b) Valid FSSAI license obtained from the concerned Authority.
 - (c) Minimum turnover of the firm not less than Rs. 3,00,000/- (Rupees three lakhs only) during the last financial year. Certified balance sheet & Profit and Loss Account of the firm for last year certified by chartered accountant may be provided in support.
 - (d) Two year's experience of the firm in the field of providing such services in Central Govt. establishments/ autonomous bodies of Govt. of India/corporations of Govt. of India/ reputed public or private organizations, with details in enclosed tabular form.
 - (e) Duly certified copies of the satisfactory services where the tenderer is providing the services for the two years.

(f) The company/firm/agency should be registered with appropriate authorities under EPF & ESIC Act as per rules.

(g) If applicable, provide the details of number of staff/ supervisors registered under ESI & EPF separately. Documentary proof of vouchers for remittance of ESI & EPF may be attached separately.

The firm/agency/company should be registered with Income Tax and GST if any applicable (PAN and GST registration no. may be furnished and a copy should be

uploaded).

- Annexure 4 of the tender document is required to be filled in prescribed format only.
- Successful tenderer will have to enter into a detailed contract agreement with ICAR-SBI on non-judicial stamp paper of Rs. 100/- (One hundred only) for work.
- 26. Only those firms will be considered for financial bid who will qualify in the technical bid.

Yours faithfully,

Administrative Officer

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TENDER FOR PROVIDING JOB/WORK CONTRACT FOR CATERING SERVICES AT ICAR- SUGARCANE BREEDING INSTITUTE, COIMBATORE - 641007.

Full Name & Address of the tenderer in addition to Post Box No., if any, should be quoted

in all communications to this office:

Telephone No.:	
FAX/ Cellular No: E-Mail Address:	
E-Mail Address:	
From	
Te	
To The Administrative Officer, ICAR- SBI, Coimbatore - 641007	
and conditions of the contract for PI SERVICES AT ICAR- SUGARCANE BR agree to provide the services as deta portion thereof as you may specify i hold this offer open till 180 days. The	egarding the general information and other terms ROVIDING JOB/WORK CONTRACT FOR CATERING REEDING INSTITUTE, COIMBATORE - 641007 and ailed in the schedule/annexures herein or to such in the acceptance of the tender and I/we agree to e rates quoted will be valid for a period of one year tract. I/we shall be bound by a communication ribed time.
I/we have understood these terms are best services strictly in accordance wi	nd conditions for the contract and shall provide the ith these requirements.
	ded & uploaded to and form a part of this tender y this tender are at pages
b. Every page so attached with this te	nder bears my/our signature(s) and the office seal.
c. DD No of Rs payable at Coimbatore has been sen	drawn in favour of Director , ICAR- SBI and at to ICAR- SBI.
	Yours faithfully,
Date:	Signature & Seal of the Tenderer
Signature of witness:	Telephone No.:
	Office:
N 0 D /:	
Name & Designation: Address:	Res.: Mobile:

Technical Bid

F.No.15-3/2022-2023/Estate

(Documents should be uploaded)

- 1. Name of the Firm/Agency
- Full address with Post Box No and Telephone : No. if any
- Constitution of the Firm / Agency (Attached copy)
 Indian Companies Act,1956
 Indian Partnership Act,1932
 (Please give names of partners)
- 4. Any other Act, If not, the owners, For Partnership firms whether registered under the Indian Partnership Act,1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender.
- (i) If answer to the above is in negative whether : there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the Tenders to refer dispute condemning business of the partnership to arbitration.
- (ii) If the answer to above is in point one and two : the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper (Rs.100) by all partner(s)
- Name and Full Address of your Banker's
- Your Permanent Income Tax No./ Circle/Ward(copies of PAN and GST registration to be submitted)

- Date of establishment of the agency/firm/company
- 8. Whether registered with all concerned :
 Government authorities (EPF/ESI etc.) and registered with office of Central Labour Commissioner under Contract Labour (Regulation & Abolition), Act 1970 (Copies of all certificates of registration to be enclosed)
- 9. Any other relevant information

PART-II

10. Earnest Money Deposited : Yes/No

PART-III

- Name and address of the firm's representative and whether the firm would be representing at the opening of the tender.
- Name of the permanent representative to be visiting ICAR -SBI regarding the contract

Date: Place:

Authorized Signatory

Please add supplementary pages to be numbered wherever needed by the Tenderer

Check-list for Technical Bids (these documents may be uploaded on CPP portal)

Sl. No.	Particulars	Whether enclosed (Yes/No)	Page No.
1.	Registration certificate of the firm under the Shops & Establishment act of the Government of Tamil Nadu.		
2.	Valid FSSAI license obtained from the concerned Authority.		
3.	Minimum turnover of the firm not less than Rs. 3,00,000/- (Rupees three lakhs only) during the last financial year. Certified balance sheet & Profit and Loss Account of the firm for last year certified by chartered accountant may be provided in support.		
4.	Two year's experience of the firm in the field of providing such services in Central Govt. establishments/ autonomous bodies of Govt. of India/corporations of Govt. of India/ reputed public or private organizations, with details in enclosed tabular form.		
5.	Duly certified copies of the satisfactory services where the tenderer is providing the services for the two years.		
6.	The company/firm/agency should be registered with appropriate authorities under EPF & ESIC Act as per rules.		
7.	If applicable, provide the details of number of staff/ supervisors registered under ESI & EPF separately. Documentary proof of vouchers for remittance of ESI & EPF may be attached separately.		
8.	The firm/agency/company should be registered with Income Tax and GST if any applicable (PAN and GST registration no. may be furnished and a copy should be uploaded).		
9.	Annexure – 4 of the tender document is required to be filled in prescribed format only.		
10.	EMD of Rs/-		
11.	Signed & stamped copy of tender documents on each page or a certificate thereof.		

F.No. 15-3/2022-2023/Estate

Details of the Minimum 1 year experience/work done.

S.	Name of the Dept./	Per	iod	No. of staff	Remarks	
No. Organization & Name Contact person with I No.	No.	Organization & Name of Contact person with Ph.	From	То	deployed	
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(Authorized Signatory)

(F. No. 15-3/2022-2023/Estate)

GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF PROVIDING CATERING SERVCIES AT ICAR-SBI, COIMBATORE - 641007.

A. Scope of Work:

On behalf of the Director, ICAR-Sugarcane Breeding Institute, Coimbatore, tenders are invited for running catering service at Institute Guest House – Scientist Home (Near east gate) and Canteen (Near Entomology Section) in ICAR-Sugarcane Breeding Institute, Coimbatore as detailed in the schedule attached herewith. The terms and conditions of the contract which will govern any contract applicable to the contracts placed by the ICAR-Sugarcane Breeding Institute, Coimbatore and the special conditions detailed in the Tender Form and those attached herewith. Please submit your tenders if you are in a position to run Canteen in ICAR-Sugarcane Breeding Institute, Coimbatore in accordance with the requirement stated in the attached schedule.

1. Profile of SBI

ICAR-Sugarcane Breeding Institute, Coimbatore is a premier Institute conducting research on various aspects of sugarcane agriculture and varietal improvements since its inception in 1912. It is situated 8 km from the Coimbatore railway junction and 19 km from Coimbatore Airport. It has a staff strength of about 210 and a resident student population of around 50.

Guest House - Scientist Home

In Scientist Home, there are 22 rooms with a capacity to accommodate 44 persons at a time and 4 VIP suites. In every year, during October – December, research work – sugarcane crossing is conducting at the Institute. Around 15-20 scientists from other ICAR Institutes are coming to attend this process. Apart from that on regular basis, staff's retirement / promotion parties are been conducted at the Scientist Home and hosting lunch to the attendees. The Institute is imparting various training programmes to the sugarcane farmers from the different parts of the country. During training, the breakfast, tea/snacks, lunch and dinner are been arranged from the Scientist Home for the participants. A student strength around 30-35 are taking food from Scientist Home.

Canteen

Near Entomology section of the Institute, a canteen is situated with a seating capacity of 20 persons. Food, tea and snacks from 8.00 AM can be arranged at this canteen. Mini lunch, Variety rice, Chapati etc. can also be prepared and disbursed during the lunch time.

The main function of Scientist Home/Canteen is to cater to the needs of staff, students and visitors with impeccable taste of quality food.

II. Terms & Conditions:

- The selected agency should have minimum 2 year's experience of running a restaurant/canteen of a reputed organization. Address of current operations to be provided to enable the Committee to verify.
- The selected agency should supply quality Tea/Coffee/Soft Drinks, Fast foods and other specialized foods as per demand of clientele at reasonable and market rates.

- The selected agency will arrange for Refrigerator Deep Freezer, Cooking and serving utensils, crockery etc.
- The selected agency should maintain high standards of cleanliness and hygiene as per FSSAI standards. For any breach of the rules, the responsibility shall lie on the contractor.
- 5. The contract will be initially valid for one year from the date of agreement. The contract may be further extended on the same terms and conditions for further one year as decided by the ICAR-Sugarcane Breeding Institute, Coimbatore based on the mutual consent and satisfactory performance of the contractor.
- Biscuits, Chips, Cold drinks and any packed/food items etc. will not be sold above the MRP.
- 7. RO water should be supplied in both Scientist Home & Canteen.
- 8. Contractor will have to inform number of persons attended by him in the canteen.
- The committee or the officer nominated by the Competent Authority will visit canteen and survey the quality of items supplied by the contractor.
- Smoking and drinking is not allowed either in Scientist Home or in canteen of the Institute.
- 11. Outsiders are not allowed to be entertained by Canteen contractor.
- 12. The Contractor have to provide the details of the employees. He will not employ any child labour in Canteen.
- 13. A monthly licence fee of Rs.5,000/- for Scientist Home and Canteen including and water will be charged from the contractor and the same may be remitted into the Institute account on 5th of every month positively by the contractor and informed to the Audit in writing.
- 14. Suitable furniture, fans, tube lights and ACs will be provided by the Institute.
- 15. Electricity will be supplied and will be charged at actual.
- 16. The timing of these canteens shall be as under:
 - (a) Scientists Home Round-the-clock (24X7).
 - (b) Canteen 6.30 AM to 5:30 PM on working days.
- 17. The rates quoted once in the tender will be valid for one year from the date of acceptance of the same and no change will be allowed during this period.
- 18. SBI will not undertake the responsibility for recovery of any outstanding dues in case the contractor sells material on credit.
- 19. The Canteen staff will be neat and clean, free from any communicable disease and responsible to the contractor and the SBI undertakes absolutely no responsibility with regard to any terms and conditions of their services.

- 20. Canteen shall function within the suitable limit's of discipline. Cases of indiscipline on the part of any employees or students of this Institute with the Canteen staff or vice versa shall be brought to the notice of the canteen committee in writing.
- 21. All the Canteen staff shall behave courteously with staff and guests and the contractor shall be responsible for proper personnel personation and ensuring their good behaviour.
- 22. No alcoholic drinks/smoking items will be stored or sold in Scientist Home/ Canteen.
- 23. Performance of service provider in Scientist Home/Canteen will be reviewed on regular basis.
- 24. On the expiry of contract, the items of furniture, electricity fittings including fans and tube lights, water cooler etc. shall be returned to SBI in working order. If any damages will be recovered from the firm.
- 25. The contract shall be terminated with one month notice on either side. However, the Director, ICAR-SBI, Coimbatore, reserves the right to terminate the contract without any notice or without assigning any reason.
- 26. The contractor shall have to sign an agreement on stamp paper of appropriate value incorporating all terms mentioned above.
- 27. The canteen will not be used for residential purposes. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- 28. For any legal proceedings, the jurisdiction will be Coimbatore.
- 29. The canteen committee or the Officer nominated by the Competent Authority will have free access to check the quality of material at any time.
- 30. The committee may check his credential by visiting the bidder's office/work-place, if required before taking decision to award the contract.
- 31. The Director, ICAR- SBI reserves the right to reject any or all quotations in whole or in part assigning reasons therefore. The decision of the Director, ICAR- SBI shall be final and binding on the contractor/ agency in respect of clauses covered under the contract.
- 32. In case, the successful tenderer fails to work within stipulated period/time, and in accordance with entire satisfaction to the Director, ICAR-SBI, Coimbatore; EMD shall be forfeited and no correspondence in this regard will be made.
- The staff provided shall maintain discipline in the premises of ICAR- SBI, Coimbatore -641007.
- 34. The rates to be quoted should include cost of each and every item i.e. manpower cost, taxes and other statutory payments, etc.
- 35. The agreement is terminable with one month notice on either side. In case of termination of this contract on its expiry or otherwise, the personnel deployed by the service provider shall not be entitled to and have no claim for any absorption in the regular/otherwise capacity in ICAR-SBI.

- 36. The contractor shall not sublet the work.
- 37. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- 38. The selected agency shall provide the necessary personnel at ICAR- SBI as per labour laws prevalent in Govt. of India. The agency shall employ adults only who are good and reliable persons with good health. In case any of the personnel so provided is not found suitable by the ICAR- SBI, the ICAR- SBI shall have the right to ask for his/her replacement without giving any reason thereof and the agency shall have to replace such personnel immediately.
- 39. The personnel so provided by the agency under this contract will not be the regular / temporary employees of the ICAR- SBI and there will be no employer-employee relationship between the ICAR- SBI and the persons so engaged by the contractor in the aforesaid services. They shall be employees of the contractor for all purposes.
- 40. The contractor will discharge all his legal obligations in respect of the workers/ supervisors to be employed/deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations, provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the ICAR- SBI from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, ICAR- SBI shall be final and binding on the contractor.
- 41. TDS in respect of contractor will be deducted as per rules applicable from time to time.
- 42. In case of tie in the lowest financial bids, the bidder scoring highest mark as per item 59 will be preferred.
- 43. Risk Clause: ICAR- SBI reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.
- 44. The service provider agency shall be solely responsible for the redressal of grievances/resolution of dispute related to personnel deployed and ICAR- SBI shall in no way be responsible for settlement of such issues whatsoever.
- 45. The contractor/agency will furnish to the ICAR- SBI the full particulars of the personnel sponsored, including details like name, father's name, age, photograph, permanent address, telephone number etc. and will also ensure the verification of the antecedents of such personnel from police and also ensure that they possess the requisite academic/technical qualifications and experience for rendering the requisite services to the ICAR- SBI.
- 46. The tendering agency shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Institute to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 47. The personnel provided shall be under the direct control and supervision of the contractor/agency. However, they shall comply with the oral and written instructions

given on day to day basis, by the officer(s) authorized by the ICAR- SBI from time to time.

- 48. Any loss, theft or damage to the life and/or property of the employees of the ICAR- SBI and/or property of the ICAR- SBI shall be compensated by the contractor/agency if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the personnel deployed by the contractor/agency.
- 49. In case of breach of any terms and conditions attached to this contract, the security deposit of the contracting agency will be liable to be forfeited by the ICAR- SBI besides annulment of the contract.
- 50. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.
- 51. The minimum wages rate of Govt. of India should be paid for the staff employed in the ICAR- SBI.
- 52. If any staff left the office / work for longer period, it is required to inform ICAR-SBI well in advance and suitable replacement should be arranged in advance. If any staff so deployed in the office is prepare to leave permanently, the staff as well as contractor should inform the office in advance and suitable replacement should be sent by the contractor.
- 53. The staff so deployed in the office, will not damage/manipulate any of the official property failing which appropriate penalty/action as decided by the competent authority will be imposed upon contractor.
- 54. EPF/ESIC etc. will be applicable as per the regulation of EPF/ESIC department.

Contract period:

- 55. The contract will be initially valid for one year from the date of agreement. The contract may be further extended on the same terms and conditions for further one year as decided by the ICAR- SBI based on the mutual consent and satisfactory performance of the contractor.
- 56. The agreement (annexure-7) is the part of the tender and its terms and conditions is also part of the tender.

LIQUIDATED DAMAGES CLAUSES:

- (i) Any damage / or financial loss caused to the Institute due to negligence or dereliction of duty or the part of the contractor and / or his staff deployed at the premises shall be made good by the Contractor by effecting recovery from his monthly bill or from security deposit or by raising a separate claim.
- (ii) Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
- (iii) If the required number of workers / supervisor are less than the minimum required as a penalty of Rs.300/- per worker per day will be deducted from the bills.

The Director, ICAR-SBI, Coimbatore reserves the right to reject any or all tenders in whole or in part assigning reasons therefore. The decision of the Director, ICAR-SBI shall be final and binding on the contractor / agency in respect of any clause covered under the Contract.

- 57. Damage Charges: A realization of only two days will be allowed to the deployed staff based on the genuine health reason for self and subject to production of genuine medical certificate. This relaxation should not become a practice. This will be allowed in rare circumstances and subject to prior information, consideration and approval of Competent Authority of ICAR- SBI. If above fulfilled, the damage clause for 02 days will be relaxed. Within these 02 days the firm is liable to send replacement. If replacement not joins within two days, the damage clause @ Rs. 300/- per day per worker will be imposed for whole absence period without relaxing two days and will be deducted from the bill.
- 58. Commission from the deployed staff: The firm shall not levy any commission in any form by any name from the deployed staff. If it is noticed that the firm is levying the commission from the staff the action will be taken accordingly which include legal action, forfeiture of performance security, cancellation of tender and blacklisting of the firm.
- 59. In case the service charges quoted by 2 or more bidder is same, the bidder scoring highest marks as given below will be awarded the contract:

1. Turnover

11- 12 Lakhs : 05 marks Above 12-15 Lakhs : 10 marks Above 15 Lakhs : 15 marks

2. Experience in Govt./Autonomous (excluding Private companies)

3-5 year : 05 marks 5- 7 year : 10 marks 7-10 year : 15 marks Above 10 years : 20 marks

3. Employee registered with ESI/EPF with documentary proof of ESI

25 - 50 : 05 marks 51- 75 : 10 marks 76- 100 : 15 marks Above 100 : 20 marks

4. Quality

ISO or equivalent : 10 marks

L.NO		WEIGHT/QUANTITY
1.	and the state of t	150g
	Pongal	175g
	Veg Rava Kitchadi	150g
4.		100g
5.	Chappathi (2 Nos)	120g
6.	Roast	150g
7.	Masal Roast	200g
8.	Onion Roast	200g
9.	Cauliflower Dosai	225g
10.	Vegetable Dosai	225g
11.		200g
12.		200g
13.	Parota (2 Nos)	75g
14.	Chilly Parota	100g
	Snack Item & Beverages	
15.	Medhuvadai	40g
16.	After and a second	50g
17.		40g
	Veg Puf	50g
19.		50g
20.		70g
21.	Tea	100ml
22.	Coffee	100ml
23.	Milk	100ml
24.	Fruit Juice (fresh)	200mi
25.	Bottled Juice/Pouch	100ml
26.	Sweet (Kesari/Jamoon)	50g
27.	Ice cream	50g
28.	Tea cake	50g
29.	Plum Cake	50g
30.	Cream donut	50g
31.	Coconut Bun	40g
32.	Salt Biscuit	30g
33.		30g
34.	Masal Poori	8 Nos
35.		
36.	Dahi poori	200g 8 Nos
37.		
37.	Pani poori	8 Nos
20	Lunch items	150
38.	Meals (limited)	450g
	Lacto Vegetarian food (Jain)	-
40.	Meals (Unlimited)	-
41.	Curd	100g
42.	Vegetables Biriyani	250g
43.	Tomato Rice	250g
44.	Lemon rice	250g
45.	Curd rice	250g
46.	Bissibellah Bath	250g
47.	Fried rice (Veg)	250g
48.	Noodles (Veg)	250g
49.		250g
50.	Kuska	250g
51.	Chilly Gobi	150g
52.		150g
		150g
53.		

A

	Non Vegetarian item	
55.	Egg Bonda	60g
56.	Egg puf	50g
	Chicken puf	50g
58.	Boiled egg	One number
59.	Omlet	One number
60.	Egg roast	225g
61.	Chicken Biriyani	Rice – 250g Chicken - 100g
62.	Chicken Manjurian	130g
63.	Chicken 65	130g
64.	Pepper chicken	130g
65.	Chicken gravy	130g
66.	Chilli chicken	130g
67.	Chilli fish	130g
68.	Vanjaram fish fry	80g
69.	Seasonal fish fry	80g
70.	Fish curry	120g
71.	Mutton Biriyani	Rice – 250g Mutton – 75g
72.	Mutton Chukka	120g
73.	Mutton gravy	120g
74.	9 7 7 8	
75.	Special meals: Chappathi (2 Nos.), Vegetable biriyani / Pulav, Unlimited meals with Sambar, Karakolambu, Rasam, Poriyal, Kootu, Appalam, Chilly Gobi, Chicken gravy, Payasam, Curd, Ice Cream, Beeda, Banana & pickle.	
76.	High Tea: Tea / Coffee / Green Tea Tea Cake / Plum cake, Fried Cashewnut (25gm.)	

DRAFT SPECIMEN AGREEMENT

This agreement is made at
ofbetween ICAR- SBI through (designation of the competent authority in ICAR-
SBI)which term shall include its successors, assignees etc. on the first part and
(name& address of the firm) (hereinafter called the firm) which term shall
include its authorized representatives, successor, assignees etc. on the other part. Whereas
the ICAR- SBI has decided to assign the annual job work contract for providing catering
services at ICAR- SBI, Coimbatore - 641007 to the firm on the terms and conditions
hereinafter contained.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

- 2. The firm shall be responsible for annual job work contract for providing catering services at ICAR- SBI, Coimbatore 641007
- The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the police authorities.
- All personnel posted at premises shall at all times and for all purposes be deemed to be employees of the firm and the ICAR- SBI shall have no liability on this account in any manner.
- That the Firm shall ensure that all persons deployed at ICAR- SBI premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
- The ICAR- SBI shall have the right to ask for the removal from its premises any personnel considered by them to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the ICAR- SBI.
- The manpower deployed by the agency should work as per the working days, timings and requirement of the ICAR- SBI.
- 8. Wages to be paid to the contractual manpower as per monthly minimum wages prescribed by the Govt. of India.
- Monthly consolidated charges for job/ work contract for catering services at ICAR- SBI is
 as per terms and conditions specified and scope of work as per annexure-6 in the tender
 document including all the taxes viz. GST and other taxes as applicable will be paid by the
 firm to ICAR- SBI.
- 10. In case of dispute between the parties, the matter shall be referred to the sole arbitrator appointed by the Director, ICAR- SBI. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties. The arbitration proceedings shall be governed by Arbitration & Conciliation Act, 1996 as amended from time to time.



- 11. That the firm shall issue identity card to each of the workers engaged for entry in ICAR-SBI premises. The firm will also submit AADHAR CARD, PAN Card and police verification report to ICAR-SBI.
- 12. That the firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
- 13. That in case the firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, ICAR- SBI shall cancel the contract and forfeit the performance security.
- 14. That the firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under Contract labour (Regulation & Abolition) Act. 1970, Employees Compensation Act, 1923, E.P.F., E.S.1. & M.P. Act, 1952 etc. Firm agrees to indemnify and keep indemnified the ICAR- SBI on account of any failure to comply with the obligations under various laws or damage to ICAR- SBI due to acts/omissions of Firm.
- 15. It is also agreed that under no circumstances, the employees/ workmen of the firm shall be treated, regarded or considered or deemed to be the employees of the ICAR- SBI and the firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the ICAR- SBI against any claim that it may have to meet towards the employees/ workmen of the firm. Firm's employees/workmen shall have no claim to absorption/ regularization.
- 16. The contract is subject to the conditions that the firm shall comply with all the laws and bye-laws of Central Govt. as applicable relating to this contract.
- 17. In case of any loss or damage to the property of the ICAR- SBI which is attributable to the firm, the full damages will be recovered from the firm as decided by ICAR- SBI.
- 18. The firm shall not transfer its right or sub- contract to anyone else.
- 19. The firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
- 20. The firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligence and honesty.
- 21. Compensation to the workers in case of any accident, loss of life during discharge of their duties shall be borne by the firm and not by ICAR- SBI in any manner.
- 22. The firm shall provide a Co-ordinator for immediate interaction with the organization.
- 23. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.
- 24. The selected agency shall provide the necessary personnel at the ICAR- SBI. As per labour laws prevalent in the Govt. of India. The agency shall employ reliable persons with good health above the age of 18 years. In case any of the personnel so provided is not found suitable by the ICAR- SBI, the ICAR- SBI shall have the right to ask for replacement without giving any reason thereof and the agency shall have to replace such personnel immediately

25. Tender's terms and conditions will be referred/interpreted if any terms and conditions not referred/reflected in this agreement. This agreement is part of the tender documents.

26. PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE

- (i) Any damage / or financial loss caused to the Institute due to negligence or dereliction of duty or the part of the contractor and / or his staff deployed at the premises shall be made good by the Contractor by effecting recovery from his monthly bill or from security deposit or by raising a separate claim.
- (ii) Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
- 27. Commission from the deployed staff: The firm shall not levy any commission in anyform by any name from the deployed staff. If it is noticed that the firm is levying the commission from the staff the action will be taken accordingly which include legal action, forfeiture of performance security, cancellation of tender and blacklisting of the firm.

The decision of the competent authority at ICAR- SBI shall be final and binding on the contractor/agency in respect of any clause covered under the contract and any matter incidental to the contract.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

(Name & Address of the firm)	(For the ICAR- SBI)
Witness:-	
1	
2	

INSTRUCTION FOR ONLINE BIDS SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: http://eprocure.gov.in). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The Instructions given below are meant to assist the bidders in registration on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CP Portal.

More information useful or submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

REGISTRATION:

- 1) Bidders are required to enrol on the e-procurement module of the Central Public procurement Portal (https://eprocure.gov.in/eprocure/app.) by clicking on the link 'Click here to Enroll'. Enrolment on the CPP portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and Mobile numbers as part of the registration process. These would be used for any communication form the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature certificate Authority recognized by CCA India (e.g., Sify/TCS/nCode/eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their userID/password and the password of the DSC/etoken.

SEARCHING FOR TENDER DOCUMENTS:

- 1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include tender ID, organization name, location, date value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tender' folder. This would enable the CPP Portal to intimate the bidders through SMS/emails in case there is any corrigendum issued to the tender documents.
- 3. The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification/help from the Helpdesk.

Preparation of Bids:

- 1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2. Please go through the tender advertisement and the tender documents carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the name and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3. Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be PDF/XLS/RAR/DWF forms. Bid documents may be scanned with 100 dpi with black and white option.
- 4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again. This will lead to a reduction in the time required for bid submission process.

Submission of Bids:

- 1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2. The bidders has to digitally sign and upload the required bid documents one by one as indicated in the tender documents.
- 3. Bidder has to select the payment option as "offline" to pay the tender fee/EMD as applicable and enter details of the instrument.
- 4. Bidder should prepare the EMD as per the instructions specified in the tender documents. The original should be posted/couriered/given in person to the tender Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5. A standard BoQ format has been provided with the tender documents to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bid in the format provided and no other format is acceptable. Bidders are required to download to BoQ file, open it and complete the while coloured (unprotected) cells with the respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidders should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6. The serve time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidder, opening of bids etc. the bidders should follow this time during bid submission.
- 7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentially of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date of time of submission of the bid with all other relevant details.

10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

Assistance to bidders:

- 1. Any queries relating to the tender document and terms and conditions contained therein should be addressed to the tender inviting authority for a tender or the relevant contact person indicated in the tender.
- 2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002. Mob-+91 8826246593, E-mail Id-support-eproc@nic.in.

Administrative Officer

Administrative office