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भाकृअनुप-भारतीय जल प्रबंधन संस्थान
R-INDIAN INSTITUTE OF WATER MANAGEMENT
(भारतीय कृषि अनुसंधान परिषद /Indian Council of Agricultural
Research)रेल विहार के सामने, चन्द्रशेखरपुर, भुवनेश्वर -751023, ओड़ीशा
Opp. Rail Vihar, Chandrasekharpur, Bhubaneswar-751023, Odisha



F.No.2-104/Store/2018/

Dated:02.11.2018

NOTICE INVITING TENDER THROUGH E-PROCUREMENT

Online Bids are invited from the interested / experienced contractors under **two-bid system for providing Catering Services in institute's canteen at ICAR-Indian Institute of Water Management, SE Rly. Project Complex, Chandrasekharpur, Bhubaneswar-751023, Odisha** for a period of one year from the date of award of contract subject to continuous satisfactory services. Manual bids shall not be entertained at any circumstances.

Tender documents may be downloaded from e-Procurement website of CPP Portal <https://eprocure.gov.in/eprocure/app> as per the schedule as given in **CRITICAL DATE SHEET** as under:

CRITICAL DATE SHEET

Tender No.	No. ICAR-IWMM/ 20 /2018
Date and Time for Issue/Publishing	04.00 P.M. on 09/11/2018
Document Download/Sale Start Date and Time	04.30 P.M. on 09/11/2018
Bid Submission Start Date and Time	05.00 P.M. on 09/11/2018
Pre bid meeting	11.00 A.M. on 14/11/2018
Bid Submission End Date and Time	03.00 P.M. on 29/11/2018
Date and Time for Opening of Technical Bids	04.00 P.M. on 30/11/2018
Address for Communication	Administrative Officer, ICAR-Indian Institute of Water Management, SE Rly. Project Complex, Chandrasekharpur, Bhubaneswar-751023 (Odisha). Email: ao.iwmm@icar.gov.in

Sd/-

(S.K.Singh)
Administrative Officer

INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. The tender form/bid document 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/Offline bids shall not be accepted under any circumstances.
2. Tenderers/bidders are requested to visit website <https://eprocure.gov.in/eprocure/app> regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.
3. 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. This Institute reserves the right to accept or reject any or all the tenders.
4. The interested Firms are required to deposit (in original) Earnest Money Deposit (EMD) of Rs.20000.00 (Rupees twenty thousand) only in the form of Demand Draft from any of the scheduled Bank in favour of **ICAR Unit IIWM payable at Bhubaneswar** and may be addressed to the **Administrative Officer, ICAR-Indian Institute of Water Management, SE Rly. Project Complex, Chandrasekharpur, Bhubaneswar-751023 (Odisha)** to reach on or before bid opening date and time as mentioned in the Critical Date Sheet. The DD must reach the undersigned before the date and time of opening of technical proposal otherwise the tender will not be considered. If the firm is seeking exemption, they should upload the concerned certificate of exemption issued from the competent authority.
5. **An amount of Rs.50,000.00 (Rupees Fifty thousand) only as a security deposit** for the contract is to be deposited by the selected agency/successful tenderer only after receiving a communication from the ICAR-IIWM, Bhubaneswar. In the event of non-deposition of the same, the earnest money will be forfeited. The security deposit will be refunded on successful completion of the contract. The dues if any, not settled by the agency will be recovered from the security deposit.
6. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.
7. Bidder need not to come at the time of Technical as well as Financial bid opening at ICAR-IIWM. They can view live bid opening after login on CPP e-Procurement Portal at their remote end. If bidder wants to join bid opening event at ICAR-IIWM then they have to come with bid acknowledge slip that generates after successfully submission of online bid.

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

TECHNICAL BID:

- a. Scanned Copy of the Registration certificate of the firm under food and safety & standard act of India – 2006 from the competent authority.
- b. **Scanned copy of Last 3 years experience (at least one)** 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. Provide the **details in tabular form as per Annexure – I**.
- c. Scanned copy of Income Tax Return (ITR) for the last three years i.e. for Assessment Year 2016-17, 2017-18 & 2018-19.
- d. Scanned copy of certified balance sheet/certificate from chartered Account of the firm for last three years i.e. for Assessment Year 2016-17, 2017-18 & 2018-19 showing annual turnover of Rs.5.0 lakhs or more.
- e. Scanned Copy of Duly certified copies of the satisfactory services / work orders (minimum one order) where the tenderer is providing such services in the last three years.
- f. Scanned copy of PAN CARD.

- g. Scanned copy of ISO Certificate in the relevant field. (Optional)
- h. Scanned copy of GST registration certificate.
- i. Scanned copy of Earnest Money Deposit (EMD) / its exemption, if any. If the firm is seeking exemption, they have to upload the concerned certificate of exemption issued from the competent authority.
- j. Scanned Copy of Annexure – II and Tender Acceptance Letter Annexure-III (on firm's letterhead.
- k. Scanned copy of the Affidavit to the effect that the firm has not been black-listed by any Govt. Office/Institute/ICAR for any reason. The Affidavit so provided should not be more than 6 months old otherwise the tender will be rejected.

All necessary documents in support of the details for Sl. No. a to k must accompany the technical bid. The bid is liable to be rejected in case documents are not uploaded in the technical bid on CPP Portal, documents are incomplete or in case any certification / registration has already expired but is yet to be renewed. Only essential and necessary valid documents are to be uploaded in the technical bid. Please avoid uploading extraneous and irrelevant documents which unnecessary cause confusion. The ICAR-IIWM reserve the right to ask shortfall documents through the CPP Portal as provided under e-procurement/GFR.

- **FINANCIAL BID:**

- (a) Price Bid as BoQ_XXXX.xls

In the financial bid format, bidder has to quote the amount for fee for running the canteen in the office campus as license fee and the tender will be awarded to that firm who has quoted the highest license fee. In case of two or more firms have quoted the same license fee, in such situation the tender will be awarded to that firm who has more experience in this relevant field. The number of years or experience will be seen from the experience mentioned in the tender Annexure – I and the documents uploaded to the effect. The tenderer must upload all the documents work orders in order to determine the working experience in catering services. Older firm will be given weightage in deciding the highest quote in such case.

Scope of Work:

To prepare and serve/provide breakfast, lunch, refreshment and dinner to the Guests of institutes guest house / training hostel and Trainees of various training programmes/Workshop/Krishi Mela etc. of IIWM, Bhubaneswar as per the menu suggested by Food Committee, IIWM after taking into account the availability of seasonal vegetables and fruits, eating habits of the Guests / Trainees who have come from different parts of the country / Globe. Care should be taken to prescribe a balanced diet at a reasonable price. Besides, the contractor shall also provide tea/snacks/food arrangement for the various office meeting/annual functions/ training programmes, Krishi Mela (sangoshthi)/annual functions/farewell party etc. Lunch and Dinner may also be provided to staff and students of the institute.

Validity of the contract:

This contract will be valid for a period of 1 year initially and liable to be extended for further periods not more than one year subject to the satisfactory services and on the same terms and conditions on mutual agreements.

Validity of Tender:

A minimum of 90 days validity to be provided from the date of receipt of Tender. Decision of the Director, reserves the right to extend the validity period of the Tender.

Sd/-

S.K.Singh
Administrative Officer

TERMS AND CONDITIONS

1. The terms and conditions of the contract which will govern any contract made are those contained in the General conditions of contract applicable to the contracts and the special terms and conditions are detailed in the tender forms and its schedules. Please submit your rates online if you are in a position to render the requisite services in accordance with the requirements stated in the attached annexure/schedules.
2. **An earnest money of Rs.20,000.00 (Rupees twenty thousand only) must be deposited in the form of demand draft payable to “ICAR Unit - IIWM” payable at Bhubaneswar. The particulars of the earnest money deposited must also be super scribed on the top of the envelope by indicating the Tender Reference Number and date.** The tenders will not be considered if earnest money is not submitted before the date and time of opening of bids. The EMD will be refunded to the unsuccessful tenderers as promptly as possible where as in the case of successful tenderer EMD will be refunded after deposition of Security deposit of Rs.50000.00 in form of Demand Draft. If the firm is seeking exemption, they should upload the concerned certificate of exemption issued from the competent authority.
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 resale from his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the Institute. 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 Institute.
4. If tenderer does not accept the offer, after issue of letter of award by the Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice & earnest money will be forfeited.
5. The ICAR-IIWM is not bound to accept the highest or any other tenders and also reserves to itself the right of accepting the tenders in whole or in part.
6. An amount of Rs.50000.00 (Rupees fifty thousand) only as a security deposit for the contract is to be deposited by the selected agency/successful tenderer only after receiving a communication from the ICAR-IIWM, Bhubaneswar. In the event of non-deposition of the same, the earnest money will be forfeited. The security deposit will be refunded on successfully completion of the contract. The dues if any, not settled by the agency will be recovered from the security deposit.
7. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.

General Terms & Conditions for Catering Service on Contract Basis

1. The office shall provide free water for cooking/drinking and washing of the utensils and free electricity for general illumination, refrigeration and aeration of the kitchen / Canteen / store but no electricity will be permitted for cooking.
2. The office will provide suitable space for Kitchen & dinning space with furniture within the office campus. While the Utensils for cooking, serving and crockery for the canteen has to be provided by the firm/contractor conforming to the status of Guest/meeting as instructed by the office.
3. Canteen shall be meant for serving breakfast, refreshments, snacks, tea, meals etc. and other items like Namkeen, Biscuits and cold Drink etc. on reasonable rates and not more than MRP/print rates. Rates for other eatable items (whose rate is not mentioned in the attached sheet in **Schedule – I**) like samosa/kachodi/pakoda/mathi/sweets/fast food items etc. may also be decided in consultation with Guest House in-charge / Food Committee. Besides, the contractor shall also provide tea/snacks/food arrangement for the various office meeting/annual functions/ training programmes, Krishi Mela (sangoshthi)/annual functions/farewell party etc. In the event if there is disagreement, the decision of the Director will be binding to the contractor.

4. The services of Institute Canteen will be at the disposal of the staff of this office including officers etc. and bona fide visitors. The users of the Canteen shall be paying for the services directly to the contractor.
5. The Institute Canteen will run on all days (Monday to Sunday from 7:00AM to 10:00 PM) and shall remain open during such days/hours as may be decided by the office. Besides, the office, the firm/contractor of Canteen will also provide Tea/Snack/Breakfast/meals to the guests staying in Guest House/Trainees Hostel, in this respect the contractor will issue the Cash Receipt to the Guest staying in Guest House/Trainees Hostel.
6. The contractor selected for Institute Canteen service, will be required to maintain highest level of cleanliness and standard of hygiene with regard to the persons under his employment and utensils for serving the food.
7. The personnel appointed by the contractor must have proper and clean uniform for their identification. The personnel so appointed should have the basic knowledge of personal hygiene and safe & clean methods of food handling.
8. The quality of the raw materials to be used for preparation of food in the Institute canteen should be of highest standard and fresh. The surprise checks will be made by the duly Constituted Food Committee.
9. The food has to be prepared in clean, hygienic and safe conditions as per the menu.
10. The kitchen, dining-hall, hand wash area, dish wash area, etc. will be washed with water and Soap solution and mopped after every meal (breakfast, lunch and dinner) and will be disinfected once in a week or as and when required.
11. The fuel to be used for cooking will only be LPG and shall be arranged by the contractor and all safety measures are to be taken by contractor/firms. All types of license required for running of canteen will be liable with contractor/firm.
12. The contractor will be responsible for maintaining adequate number of persons engaged in cooking, distribution of food and disposal of garbage and left over food. The services in the various sections of the office are mandatory.
13. The contractor should keep the Institute canteen complex clean. If, at any point the Institute canteen & it's premises are found to be unclean, the contractor shall be held responsible and action deemed fit shall be taken by the competent authority.
14. The contractor shall bear all the expenses for running the Institute Canteen and the Office shall not in any manner be liable for any damage caused on incidents like theft, burn, fire, electric shock or bear any compensation for damage or injury or injury caused to its workmen during discharging their duty.
15. The contractor shall not be entitled to use the accommodation/place allotted by the office for any other purpose other than Institute canteen.
16. The contractor shall not use the name of the office in business dealing with other persons or traders.
17. The contractor must possess the requisite valid license issued by the competent authority for carrying out the business and shall be responsible for complying all laws pertaining to the services in question as well as those pertaining to employment of persons under him.
18. The persons associated with preparation and distribution of food will be required to undergo periodical medical checkups to rule out the possibilities of communicable disease / infection diseases and anybody found suffering from such has to be kept out of engagement till he / she is fully recovered.
19. The list of personnel deployed for food preparation, handling and serving have to be intimated to the authority from time to time.
20. There shall be no compromise on the quality of food supplied by the contractor and if any such incidence or food adulteration is found, action deemed fit, including termination of the contract/

black listing of the firm/ forfeiting of the security money shall be taken by the Competent Authority and all the rules of Prevention of Food Adulteration Act (PFA Act) will apply.

21. In case of failing to fulfill any of the obligations of the contract at any time during the contract period, action deemed fit including termination of the contract/ black listing of the firm/ forfeiting of the security money shall be taken against the contractor.
22. The contractor will be responsible for complying with payment of minimum wages (State or Central whichever is higher) and other Social Security benefits including prescribed number of leave / holidays and prescribed hours of work Schedule as per Labour Laws in force from time to time to its employees deployed in the office, all laws related to Social Security (ESI & E.P.F,etc.), Goods & Service Tax wherever applicable & other Labour legislations, pollution control and such statutory orders from time to time as regards to treatment & disposal of garbage, and the contractor will be liable for any consequences resulting from violation of any such rule / provision.
23. The contractor will be responsible for such conduct of the persons engaged by him in the office, which will be conducive for maintaining the harmonious atmosphere in the office and will be responsible for any act commission & omission of such persons. The police verification of all the engaged persons is desirable.
24. The contractor while submitting their offer/tender shall upload certified copies of experience, trade license essential for carrying out the activities under reference, license under contract Labour Act, and any other documents as mentioned in the tender in support of carrying out the activities under reference from Competent Authority.
25. Security Money Rs.50,000/- shall be deposited in the form of Demand Draft in favour of "ICAR UNIT IIWM" Payable at Bhubaneswar within 10 days from the date of issue of contract order. In the event of non-deposition of the same, the earnest money will be forfeited. No interest shall be paid on security deposit.
26. EMD and Security Money will not be linked to any pending amount in the Institute.
27. The contract, if awarded, will be initially for one year from the date of award of Contract subject to continuous satisfactory performance and on failure on this aspect, the Institute reserves the right to terminate the contract. The period of one year can be extended for a further period not more than one year at the discretion of the office authority.
28. The Institute's Campus is a "NO SMOKING ZONE", hence sale and use of tobacco and alcohol is prohibited.
29. The day-to-day working of the Institute canteen will be watched by the duly constituted Food Committee.
30. Alcoholic drink / intoxication are prohibited in Institute's canteen/Guest House campus.
31. The contract for catering services will be awarded to the Firm/Contractor quoting highest License Fee/Rent (Minimum Office License Fee/Rent is Rs.2000.00 per month), subject to fulfilling the criteria.
32. In case of two or more firms have quoted the same license fee, in such situation the tender will be awarded to that firm who has more experience in these catering services. The number of years or experience will be seen from the experience mentioned in the tender annexure and the documents uploaded to the effect. The tenderer must upload all the documents work orders in order to determine the working experience in catering services. Older firm will be given weightage in deciding the highest quote in such case.
33. The Director, IIWM, Bhubaneswar reserves all right to accept or reject any or all tender without assigning any reasons thereof at any stage.

Special Terms and Conditions of the Contract.

1. **Agreement:-**The successful bidder will have to execute an agreement of the contract on non-judicial stamp paper of Rs.100/- before undertaking the awarded contract.

2. **Enhancement of quoted License Fee:-**After the expiry of one year period of the initial award of the contract, the Contractor may have to pay increased quoted monthly license fee up to 10% for the extended period.
3. **Space for canteen:-**The contractor shall confine its operations for running the Canteen in the space earmarked to it. The contractor will have no ownership rights on the premises of the IIWM and will not use the IIWM premises as office address.
4. **Approved rates:-**The contractor will not increase the rates of serving items during the period of contract without prior permission of Competent Authority i.e. Director, IIWM. Any addition to the serving items as per list and its rate will only be decided /fixed by the Director, IIWM and also the contractor will display the approved rates of all the eatable items to be sold by him in the canteen. The rates for different items shall be as per list enclosed at **Schedule – I**.
5. **Credit Facility:** - The contractor will serve the food items during the various official meetings/training programme/workshop/seminars/krishi melas etc., as and when required on the rates approved by the Institute on credit basis subject to written order only. The credit bills will be raised in the name of Director for its early payment. No responsibility will be taken by the IIWM for credit sales to guests/staff/students and others.
6. **Payment of License fee:** - The contractor has to deposit the monthly charges so offered as license fees for running the canteen in IIWM in the first week of every month with C&B section. It is also mentioned that the license fee will be accepted only in digital mode.
7. **Crockery:-**The contractor will arrange crockery, cutlery, kitchen utensils, Gas stove, cylinder, Refrigerator etc. at his own cost. The crockery should be properly cleaned and used in good conditions & will keep the kitchen, dining hall always in a neat & clean conditions. Eatables will be prepared under hygienic conditions.
8. **Inspection:-**The Food Committee of IIWM will have right to inspect the facilities maintained and food items sold/served by the vendor in presence of representative of the agency/contractor. Inspection report of such inspection shall be shared for taking appropriate remedial measure. No. prior notice will be given to contractor before such inspection by the food committee.
9. **Food quality standard:-**For the preparation of eatables only healthy cooking oil will be used. The quality of the food items prepared and served by the contractor in the Canteen shall confirm to the standards as prescribed. Further contractor shall also ensure the following:-
 - i. Monosodium glutamate shall not be used in any of the food preparations
 - ii. All fruits and vegetables and other ingredients shall be of standard quality.
 - iii. Fruits and vegetables are to be washed in potassium permanganate solution.
 - iv. Chipped crockery/ stained cutlery shall not be used.
 - v. Any other item which is banned by the Government of India/Government of Odisha/ Food Standard & Safety/ Dept./Authority/ Statutory Authority will not be used /sold at canteen.
10. **Infrastructure Facility:-**The IIWM will provide infrastructure facilities including Air Conditioners, Water Cooler and necessary furniture, free of cost and the same shall be cleaned daily and should be maintained in the good condition by the Contractor during the contract and the same will be returned to this office in workable condition at the time of the completion of contract, maintenance of same will be the responsibility of contractor. Any loss or damage in this regard will be recovered from the contractor from time to time.
11. **Unlawful activities:-**No unlawful activities will be run by the contractor or his worker in the canteen and in the Institute premises. Drinking of alcohol etc. and smoking will not be allowed by the contractor in the Canteen. Narcotics, etc. will not be sold by the contractor.
12. **Deployment of Staff:-**The contractor shall ensure deployment of sufficient staff and replenishment of their strength for the smooth functioning of the Canteen as well as for serving of food items in the Canteen. The contractor shall provide proper uniform to its staff for identification.

13. **Canteen Timings:-** An authorized executive of the contractor shall be present for managing the catering services at all times during the operational timings from 8.00 A.M. to 10.00 P.M. in the Canteen, unless services are required by Director, IIWM beyond that time for which information will be provided in advance. Night stay in the Canteen premises of the staff/ workers deputed by the vendor is not allowed. Only a few labourers (2 or 3) may stay in the late evening or by such time), if required, for seminars, meetings and other official activities etc. by order of IIWM.
14. **Statutory Obligations:-**
- (a) The vendor will be responsible to observe the provisions of the labour law and food laws as applicable and in force. The IIWM will not entertain any representation or bear any liability in this regard. The contractor/vendor shall indemnify and keep indemnified IIWM/ICAR against all suits/ libel of whatsoever in nature. The Contractor/vendor shall comply with all the statutory obligations in force without any liability being carried over on IIWM / ICAR.
 - (b) Contractor will bear the cost for a comprehensive general liability insurance covering injury to or death of any person(s) occurring in the areas of operation whether caused by negligence on the part of contractor or not throughout the term of the contract. In case of failure of the contractor/vendor to perform their obligations/duties under the agreement including obtaining insurance policy, IIWM shall not be responsible for any consequence due to default of the contractor/vendor in this regard.
 - (c) The contractor will be solely and exclusively responsible to adhere to meet out all statutory obligations under Indian law in respect of compliance of all the rules, regulations and directions given by a statutory authority with regard to safety, labour laws, EPF & ESI remittance or any other prevalent laws both of Central & State Enactments.
 - (d) The Contractor shall not engage any minor as per the Child Labour Act, 1986 at the canteen.
 - (e) The Contractor shall abide by all laws of the land including labour laws, tax deduction liabilities, and welfare measures of its employees and shall possess / obtain all necessary licenses for running a canteen.
15. **Menu:-**The schedules issued with the form of tender listing the menu etc. for Canteen services to be rendered, must not be altered by the tenderer. **(As per schedule-I)**
16. **Detail of Worker:-**The contractor will have to provide a list of workers who will be working in IIWM Canteen and provide complete details about them. The contractor will also make police verification and medical report of all his/her workers working within IIWM Canteen.
17. **Identity and Uniform:-**The contractor will ensure neat and clean dress/clothes and aprons used by his/her employees handling food at all times. Every employee so appointed by the contractor shall wear the prescribed uniform. The said uniform shall be provided by the Contractor at his own cost.
18. **Restriction on Sale:-**Breakfast/Refreshments/Meals etc. should not be supplied outside the IIWM by the contractor. However, it will be permissible for seminars, meetings, annual functions/farewell parties etc. being held in the campus.
19. **Loss to IIWM Property:-**The contractor will ensure that his/her employees do not loiter around in the campus. In case of any loss of IIWM caused by the employees of the contractor, the contractor will be responsible to make good the loss so sustained.
20. **Hygiene:**
- (a) The contractor will make the arrangements for keeping all eatables in covered showcase, free from flies and insects. Adequate numbers of dustbins will be provided by the contractor and shall ensure proper disposal of garbage. There should not be any littering of unused food or any other articles within the canteen. The contractor will ensure that the cooks have proper shave and clipped nails while cooking food and should wear apron and head gear. The Contractor will ensure that the cooked and uncooked food is stored

properly and no stale food is served. In case of any food poisoning, the contractor will be held solely responsible and will be penalized besides legal action.

- (b) The raw materials used for cooking can be checked by IIWM officials at any time and if substandard/unauthorized materials are found, the contractor will be penalized at the discretion of IIWM and contractor will have to abide by it. In case of any food poisoning, the contractor will be held solely responsible and will be penalized besides legal action. The penalty will include at least Rs.5000/- in case if it is found using sub standard material.

21. **Safety Measures:-**The Contractor should take all safety measures while running Canteen. He will keep Fire Extinguisher, First-Aid box for the persons deployed to work in canteen.
22. **Legal Right:-**No legal right shall vest in the contractor's workers to claim employment or otherwise absorption neither in IIWM nor the contractor's workers shall have any right whatsoever to claim the benefit and / or emoluments that may be permissible or paid to the employees of IIWM. The person engaged by the firm will not be an employee of IIWM/ICAR and there will be no employer-employee relationship between the IIWM/ICAR and the personnel so engaged by the contractor. The workers will remain the employees of the contractor and this should be the sole responsibility of the contractor to make it clear to its workers in writing before deputing them to work at IIWM.
23. **Sub-letting:-**The contractor shall not engage the services of any sub contractor or transfer the contract to any other person. If, it is found at any time that the contractor is unable to provide the canteen services and has sub contracted to any other party, the IIWM has right to terminate the contract and to forfeit all security deposits by giving one months notice.
24. **Undertaking & Affidavit:-**Firms submitting tender would be considered to have read & accepted all terms & conditions and submit duly signed undertaking/consent with the tender document (**Annexure- III**).
25. **Termination of Contract:-**
- (a) Without prejudice to right under any other Clause of the contract, the Director IIWM may in the event of any breach of the conditions on the part of the Contractor cancel the Contract and charge the Contractor with any loss arising from such cancellation.
- (b) Decision of Director, IIWM 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/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, IIWM. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996.
- (c) The Director, IIWM reserves the right to cancel contract at any time or before the contract agreement by giving one month notice without assigning any reasons thereof.
26. **Disclaimer:-**The tender published on this site are for public dissemination of the tendering activities of ICAR-IIWM. The bidders who download the tender documents should not edit or modify the documents in any manner. If any discrepancy is observed between the submitted bids and the master documents of IIWM, the same will amount to tampering of the documents and a breach. Such bids will be rejected.
27. **Legal Jurisdiction:-**All Legal disputes arising under this contract shall be subject to jurisdiction of Bhubaneswar/Cuttack only.
28. The Director, IIWM, reserve the right to accept or reject any or all tenders without assigning any reason thereof.

(On the letterhead of the Firm)

MANDATE FORM FOR BANKING DETAILS

Dated:

Name of the Firm :

Registered /Postal Address :

1	Permanent Account Number (PAN) No		
2	Service Tax/GST Registration No. if applicable		
3	BANK DETAILS:		
	a	Bank Name	
	b	Branch Address	
	c	Account No	
	d	Type of Account (Current/Savings)	
	e	MICR No	
	f	RTGS/NEFT Code	

Date:

Name of the Authorized Signatory

Place:

Stamp & Signature

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,
The Director,
ICAR-Indian Institute of Water Management,
Chandrasekharpur,
Bhubaneswar-751023.

Sub: Acceptance of terms and conditions of tender.

Tender Reference No.: ICAR-IIWM/ 20 /2018

Name of tender/work: Providing Catering Services in institute's canteen at ICAR-Indian Institute of Water Management, SE Rly. Project Complex, Chandrasekharpur, Bhubaneswar-751023, Odisha.

Dear Sir,

1. I/we have downloaded / obtained the tender documents(s) for the above-mentioned 'Tender/work' from the web site(s) namely: **Providing Catering Services in institute's canteen at ICAR-Indian Institute of Water Management, SE Rly. Project Complex, Chandrasekharpur, Bhubaneswar-751023, Odisha** as per your advertisement, given above-.
2. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. 1 to 19(including all documents like annexure(s), schedules(s), etc.) which form part of the contract agreement and I/we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I/we hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality / entirety.
5. I/we do hereby declare that our Firm has not been blacklisted/debarred by any Govt. Department/Public Sector Undertaking.
6. I/we certify that all information furnished by the our Firm is true and correct and in the event the information is found to be incorrect/untrue or found violated, then your department/organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.
7. I agree to Sell the eatables on rate mentioned in the tender document at **SCHEDULE- I**. I have also understood that I have to maintain standards of hygiene and quality of eatables served through canteen.
8. We have carefully read the terms and conditions of the Tender and agree to abide by these in letter and spirit

Date:

Yours faithfully,

Place:

(Signature of the Bidder, with Official Seal)

Penalty Clause

Following penalties shall be imposed on the Contractor for infringement of different parameters as detailed below:-

Sl.No.	For infringement of	Penalty
1.	Late Deposit of License Fee	@5% per day of the quoted amount.
2.	Misuse of Water & Electricity	Rs.500 Per Occasion
3.	Not providing adequate cleanliness & sanitation	Rs.500 Per Occasion
4.	Cooking with adulterated/prohibited/hazardous oil/masalas/raw materials	Rs.1500 Per Occasion
5.	Encouraging unlawful activities like drinking/gambling/smoking etc. within the canteen premises.	Rs.2000 Per Occasion for each act
6.	Not opening/ closing canteen in stipulated time schedule	Rs.500 Per Occasion for each act
7.	Misbehavior by canteen staff	Rs.500 Per Occasion for each act
8.	Disposal of Garbage within the Campus	Rs.1500 Per Occasion

In addition to the above, Food committee reserves the right to impose sufficient penalty on any other infringement of clause of the tender which are not covered above. This will have to be paid by the Contractor within a week on communication from the IIWM failing which it will be adjusted against the Security Deposit. Under no circumstances, the canteen shall be closed during the prescribed hours of the working day and the closure of on any account will be treated as breach of the contract.

Format for financial bid / Bill of Quantity (BOQ)

Sl.No.	Particulars	Amount quoted
1.	License Fee quoted over the value of Rs.2000 Per Month to be paid in favour of “ICAR – Unit, IIWM” for running departmental canteen at IIWM, Bhubaneswar.	

NOTE:

1. Any amount quote below Rs.2000 per Month will be treated as non-responsive and will be rejected.
2. The Bidder quoting maximum amount of License Fee per month to be paid for running this canteen will win the bid and the contract will be awarded to them under the terms and conditions of the tender.
3. In case, two or more bidders have quoted the same rate, the bidder having more experience in the field of catering services will win the bid and will be awarded the contract.

Schedule - I**(Details of items required)**

The rates of various items (fixed as on 01.08.2018) are given below. If required by this department, the Rates may be revised time to time keeping in view of price rise in Commodities and AICPI in consultation with Food Committee / Management Committee.

Schedule of quantities/items and rates to be served in the IWM canteen

Sl.No.	Name of the Items	Weight / Volume	Rate (INR)
1.	Soft Drink / Juice / Cold Drinks	Standard Size	MRP
2.	Mineral Water Bottle	Standard Size	MRP
3.	Biscuits & Chips	Standard Size	MRP
4.	Hot Tea / Soup	60 ml	10
5.	Hot Coffee	60 ml	15
6.	High Tea	Tea/Coffee (hot or cold), bakery biscuits, variety of veg snacks, pastry + fruit juice/soft drinks	50
7.	Cocktail Reception for delegates	with non-veg snacks (chicken tikka, mutton seekh kabab/cutlet)	150
8.	Veg. Fried Rice	200 gm	25
9.	Mixture / Namkeen	Standard Size	MRP
10.	Chholey	150 gm	20
11.	Daal	150 gm	15
12.	Mix Vegetable	150 gm	20
13.	Rajma	150 gm	20
14.	Chhole Chawal	Chhole + Chawal 150 gm each	35
15.	Rajma Chawal	Chhole + Chawal 150 gm each	35
16.	Daalma Chawal	Daalma + Chawal 150 gm each	35
17.	idly Sambhar	4 Idly (100 gm) + 150 gm Sambhar, 50 gm Chatney	30
18.	Sambhar	150 gm	10
19.	Vada Sambhar	4 bada (100 gm) + 150 gm Sambhar, 50 gm Chatney	30
20.	Fruit Juice (200 ml) [Real/Tropicana]	As per Size	MRP
21.	Veg/Paneer Patties (1Pc)	Standard Size	10
22.	Veg Cutlet (2Pc)	Standard Size	10
23.	Veg Momos/Chicken Momos	6 pieces	30
24.	Bread slice (2 pcs)	Standard Size	10
25.	Dosa with Sambhar & chutney (plain/masala/paneer/onion)	Standard Size	40
26.	One-egg omelette		10
27.	Two-egg omelette		15
28.	Egg Curry (2 pcs)		25
29.	Chicken curry (2 pcs)		40
30.	Ordinary Lunch	2 Roti + 150 gm Dal + Seasonal veg. (2 items) +100gm Rice + 50 gm curd	60
31.	Special Lunch (Veg.)	2 Luchcha Paratha + + 150 gm Daal + Seasonal veg. (2 items) +100 gm Rice + 50 gm curd + One Sweet + pickle + 150 gm Salad + 1	90

		papad	
32.	Special Lunch (non-veg)	2 Luchcha Paratha + + 150 gm Daal + 100 gm Seasonal veg. +100 gm veg fry + 100 gm Rice + 50 gm curd + One Sweet + pickle + 150 gm Salad + 1 papad + Fish/Chicken/Mutton etc. (2 Pieces of standard size)	150
33.	Basic Packed Lunch	100gm Rice, 2 Roti, 150 gm daal, 1 veg items/panner, ,achhar, gulab jamoon and packed water 200ml	50
34.	Buffet Lunch / Dinner (Veg.)	Soup, salad,100 gm Rice, 2-Roti, 150 gm daal, 2 veg items/panner,raita/curd, achhar, desert,	160
35.	Special Buffet Lunch (Non-veg)	Basic Buffet Lunch + one non-veg main dish (butter chicken/masala chicken/Mughlai chicken or meat curry/fish fried/fish curry)	200
36.	Executive Lunch/Dinner (Partial Buffet/Sit down)	Basic Buffet Lunch + Starter with non veg fry + two non-veg main dishes + cut fruits + charges for table services	300
37.	Sit Down Lunch/Dinner following Drinks & Snacks	Item No. 20 + Item No. 4	600

INSTRUCTIONS FOR ONLINE BID SUBMISSION:

The bidders are requested 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 registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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

REGISTRATION:

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link **“Online Bidder Enrolment”** on the CPP Portal which is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 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 from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority Recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 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 DSC’s to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC /e-Token.

SEARCHING FOR TENDER DOCUMENTS:

- 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.
- 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 Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 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:

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender advertisement and the tender document 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 names and content of each of the document that need to be submitted. Any deviation from these may lead to rejection of the bid.

- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF / JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 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” or “Other Important Documents” 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 and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:

- Bidder should log into the site well in advance for bid submission so that they can 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.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder has to select the payment option as “Offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- Bidder should prepare the EMD as per the instructions specified in the tender document. The Original should be posted / couriered / given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. 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.
- Bidders are requested to note that they should necessary submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changes. Once the details have been completed, the bidder 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.
- The server 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 bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 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 confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorised bid openers.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- 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:

- Any queries relating to the tender document and the 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.
- 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.
