



#### NATIONAL CENTRE FOR DISEASE INFORMATICS AND RESEARCH (Indian Council of Medical Research)

Department of Health Research, Ministry of Health and Family Welfare, Government of India, Nirmal Bhawan-ICMR Complex (II Floor), Poojanahalli, N.H–7, B. B. Road, Kannamangala Post, Bengaluru–562 110 (India)

(Visit us at <u>www.ncdirindia.org</u>)

Tender No. NCDIR/ICMR/329/2019-20

## TENDER FOR PROCUREMENT OF CANTEEN AND GUEST HOUSE MANAGEMENT SERVICES AT NIRMAL BHAWAN ICMR COMPLEX, BENGALURU

Name of the tenderer\_\_\_\_\_

Cost of Tender Document - Rs. 500/-





## PART I – TECHNICAL BID

## TABLE OF CONTENTS

Sl. No	Particulars	Page No
1.	Cover page	1
2.	Table of contents	2
3.	Tender Notice 'A' and 'B'	3-4
4.	Bid Form	5
5.	Technical Bid	6-25
6.	Declaration 1, 2 & 3 and Undertaking	26
7.	Tender fee & Earnest Money Deposit Payment Particulars & Certificate for Documents Downloaded from NCDIR Website	28
8.	Details of Major Contract	29
9.	Performance Security bond	30-31
10.	Separation Page for Financial Bid	32
11.	Financial Bid (Annexure III 'A' and Annexure III 'B')	33-34





## **Tender Notice-A**

#### Tender No. NCDIR/ICMR/329/2019-20

Date: 16.01.2020

# Subject:Tender for Engagement of Agency on Contract Basis for Canteen and Guest<br/>House Management Services at Nirmal Bhawan, ICMR Complex, Bengaluru

Sir/Madam,

The ICMR-NCDIR, Bengaluru intends to engage a registered agency for supply of manpower for Canteen and Guest House. Agencies are requested to submit the tender in the prescribed format under **"Two Bid Systems in separate sealed covers i.e. Part –I Technical Bid Part-II Commercial Bid."** Both these sealed covers should be kept in a bigger cover which should also be sealed & duly super scribed as **"TENDER FOR CANTEEN AND GUEST HOUSE MANAGEMENT SERVICES at Nirmal Bhawan, ICMR Complex, BENGALURU".** The sealed tender document must me dropped in the tender box kept at Administration Department so as to reach this Centre well before the due date and time.

Tender may be submitted after inspection of the site any time between **09:00** to **16:00 hrs** on any working days. Additional charges whatsoever shall not be payable by NCDIR, Bengaluru for non-awareness of the site conditions and constraints.

Sl. No	Particulars and Description	Approximate Manpower Requirement	Remarks
1.	Annual Contractual Services for Skilled Semi Skilled and Unskilled workers at Nirmal Bhawan, ICMR, Complex, Bengaluru as per the Terms and Conditions	4 Nos. (This may vary)	

Yours faithfully,

**Administrative Officer** 





#### NATIONAL CENTRE FOR DISEASE INFORMATICS AND RESEARCH (Indian Council of Medical Research), Bengaluru

#### **TENDER NOTICE-B**

Sealed tenders are invited under two bid systems for tender for Canteen and Guest House Management Services at Nirmal Bhawan, ICMR Complex, Bengaluru

	SCHEDULE				
S.No.	Activity Description	Schedule			
1.	Tender No	No. NCDIR/ICMR/329 /2019-20.			
2.	Sale or downloading of Tender Document	16.01.2020 to 12.02.2020			
		Tender document can be collected from NCDIR office or downloaded from our website www.ncdirindia.org			
3.	Time and date of pre bid meeting of prospective tenderers	11 AM on 24.01.2020			
4.	Time and last date of depositing Tender / Bid	14.02.2020 up to 5:00 PM			
5.	Time. Date and venue of Opening of Technical Bid	17.02.2020 at 2:30 PM in the meeting room on 2 <sup>nd</sup> floor at NCDIR			
6.	Time and Date of Opening of Financial Bid	The Financial bid will be opened after evaluation of technical bid, which will be announced later.			
7.	Minimum Validity of tender offer	180 days from the date of Opening of tender.			
8.	Estimated cost of tender	Rs.10,00,000/- per annum			
9.	Amount of EMD to be Deposited	Rs. 25,000/-			
10.	Duration of contract	In the beginning, the contract shall be on a trial basis for three months only, and thereafter, it would be extended for a further period of nine months. If the services are found to be satisfactory during the trial period of the Agency, the contract may be renewed at the discretion of NCDIR on year to year basis for a maximum period of three years, including the trial period.			
11.	Cost of Tender Document	Rs. 500/-			

## DIRECTOR NCDIR (ICMR) BENGALURU





#### **BID FORM**

То

The Director, National Centre for Disease Informatics and Research (Indian Council of Medical Research) Department of Health Research, Ministry of Health and Family Welfare Government of India, Nirmal Bhawan-ICMR Complex (II Floor), Poojanahalli, N.H–7, B. B. Road, Kannamangala Post, Bengaluru–562 110 (India)

Dear Sir,

- 1. Having read and understood the conditions of contract and services to be provided, including addenda Nos...... (if any), the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide Canteen and Guest House Management Services in conformity with the conditions of the contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 2. We undertake to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and the agreement will be binding on us.
- 3. If our Bid is accepted, we shall furnish all required Security Deposit by way of a Banker's Cheque/ Demand Draft from a Nationalized Bank or we shall obtain Bank Guarantee from Nationalized Bank for an equivalent amount for due performance after contract as may be agreed upon.
- 4. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof, in your notification of award shall constitute a binding contract between us.
- 6. We understand that you are not bound to accept the lowest or any bid, you may receive in response to this Tender Notice.

Dated this ......day of ..... 2019.

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of	
Witness	••••
Address	
Signature	





#### <u> Technical Bid – Part 1</u>

The Director, NCDIR invites tenders in two-bid system (Technical & Financial from reputable catering-cum-manpower providing agencies for outsourcing canteen and guest house management services on contract basis as per the terms and conditions detailed in the tender document for its offices located at Poojanahalli, Bangalore-562110.

#### A. INTRODUCITON: -

- 1. EMD in the form of Banker's Cheque/Demand Draft for an amount of Rs.25,000/- (Rupees Twenty-Five Thousand only) drawn in favour of Director, National Centre for Disease Informatics and Research from any Nationalized Bank must be furnished along with the Technical Bid failing, which the tender will be summarily rejected. Service provider having *MSME/NSIC registration from the Ministry will also NOT be exempted from deposit of EMD.*
- 2. Director, NCDIR reserves the right to accept or reject any tender without assigning any reason thereof.
- 3. In all matters of dispute relating to the contract, the decision of the Director shall be final and binding upon the agency.
- 4. EMD of unsuccessful bidders will be released within 45 days of award of contract to successful bidder. The EMD of the successful bidder, after acceptance of tender and signing of contract, will be released after he/she furnishes the performance guarantee as prescribed in the terms and conditions. In case, the successful bidder backs out and/or fails, the amount of EMD shall be forfeited by the competent authority.

#### B. SCOPE OF CONTRACT: -

(i) Supply of manpower fulfilling the eligibility criteria prescribed against each category of posts for (i) Procurement /Outsourcing of Guest House Management. (ii) Running the canteen in the premises of at ICMR Complex, Nirmal Bhavan, Poojanahalli Road, Bengaluru 562110.

#### C. PERIOD OF THE CONTRACT: -

- 1. The contract will be initially on a trial basis for 3 months and on satisfactory performance, it may be extended for a period of 9 months and thereafter, the contract may be extended on satisfactory performance of the agency for a further period of 2 years, on year to year basis, at the discretion of the Director, NCDIR.
- 2. The contract is liable to be terminated after giving two months' notice in writing with reasons from either side in the normal course.





- 3. In case of unsatisfactory performance, the contract may be terminated at any time at the discretion of the Director, NCDIR.
- 4. Agreement shall be executed by the service provider immediately upon acceptance of the tender and receipt of orders from the Director, NCDIR.

#### D. TYPE OF TENDER, BIDDING SYSTEM & CONDITIONS: -

The above tender is Quality Cum Cost Based Tender. The tender documents shall be uploaded in NCDIR website http://www.ncdirindia.org The terms and conditions of the tender shall be as follows

#### I. Technical Bid-

 Submit "Technical Bid for OUTSOURCING OF MANPOWER FOR GUEST HOUSE AND CANTEEN MANAGEMENT SERVICES IN RESEPCT OF NCDIR, BENGALURU and it shall contain the technical specifications along with EMD amount of Rs.25,000/- in the form of Demand Draft/ Banker's Cheque drawn in favour of the Director, NCDIR and payable at Bangalore ICMR, New Delhi, EMD dropped in the drop box kept for this purpose at the Reception counter of Office of the Director, National Centre for Disease Informatics and Research (Indian Council of Medical Research) II Floor of Nirmal Bhawan, ICMR Complex, Poojanhalli Road, Off NH-7, Adjacent to Trumpet Flyover of BIAL Kannamangala, Bengaluru - 562110 or under Registered/Speed Post with EMD solely at the risk and responsibility of the tenderer.

#### II. Financial Bid-

- 1. Submit "Financial Bid for OUTSOURCING OF MANPOWER FOR GUEST HOUSE AND CANTEEN MANAGEMENT SERVICES IN RESEPCT OF NCDIR, BENGALURU.
- 2. Both these documents (Technical and Financial Bid) should be submitted in two separate sealed covers by superscribing "Technical Bid for Guest House/Canteen Management services" and "Financial Bid for Guest House/Canteen Management Services". Both these covers shall be put in a bigger cover/envelope superscribing "Tender for Outsourcing of Manpower for Guest House and Canteen Management Services in respect of NCDIR, Bengaluru" and submitted in the tender box kept on the second floor of NCDIR building.
- 3. The tender document and other details submitted by the participating tenderers should mention all the details in the Index and all pages should be numbered and signed by the Tenderer.
- 4. The technical Bids will be opened first in the office of the Director, National Centre for Disease Informatics and Research (Indian Council of Medical Research) II Floor of Nirmal Bhawan, ICMR Complex, Poojanhalli Road, Off NH-7, Adjacent to Trumpet Flyover of BIAL Kannamangala, Bengaluru - 562110 by the tender committee authorized by the Director, NCDIR

Page 7 of 34





in the presence of the tenderer or their authorized representatives, who may wish to be present. During opening of Technical Bids, the name of bidders, who have submitted their offers along with details of EMD will only be read out and no other information/details whatsoever will be read out. The Technical Bids will be evaluated and the Financial Bids of only those bidders, who qualify in the technical bid alone will be opened on the same day or a date which may be notified separately to the successful bidders. A Pre-Bid meeting will be conducted at the office of the Director, National Centre for Disease Informatics and Research (Indian Council of Medical Research) II Floor of Nirmal Bhawan, ICMR Complex, Poojanhalli Road, Off NH-7, Adjacent to Trumpet Flyover of BIAL Kannamagala, Bengaluru - 562110 at 11 AM on 24-01-2020. The tenderers may seek clarifications on the tender, if any, accordingly during the pre-bid meeting.

5. The tender will remain valid for six months from the last date of receipt of the tenders.

#### 6. **Opening and Evaluation of Tenders**

- a) The tender Committee appointed by the Director, NCDIR will open the tenders in the first instance on the appointed date & time.
- b) During evaluation of the tenders, NCDIR may at its discretion, ask the tenderers for clarification of his/their tender(s).
- c) No tenderer shall contact NCDIR on any matter relating to his tender from the time of the tender opening to the time the contract is awarded. If the tenderer wishes to bring additional information to the notice of NCDIR is shall be done in writing. However, all tenderers are strictly advised to furnish all material information in the tender itself.
- d) Any effort by a tenderer to influence NCDIR in its decision on tender evaluation, tender comparison or purchase order decision will result in rejection of the tenderer.
- e) The tender shall comprise the price component for all the services. The price quoted by the tenderer shall include all taxes, wherever applicable. The tenderer shall include GST, as applicable, on the services that are provided under this contact in the lump sum rates quoted and Centre would not bear any additional liability on this account.
- f) NCDIR shall however, effect recovery of TDS as per the rules in force. The prices once accepted by NCDIR shall remain valid throughout the currency of the contact. NCDIR shall not entertain any increase in the price during the period, unless otherwise provided in this tender.

#### 7. <u>Rates quoted shall be in conformity and compliance of under noted statutory obligations:</u>

- a) Contact Labour (Regulation & Abolition) Act, 1970 (Central Labour).
- b) Licence for operating Canteen services at ICMR Complex, Nirmal Bhavan, Bengaluru-562110
- c) Licence/registration certificates issued by the state labour department for providing labour for various services.
- d) Employee's State Insurance Act 1948 and rules made there under.
- e) Minimum Wages Act, 1948 and payment Bonus Act, 1965, payment of wages Act, 1936 and rules made there under.

Page 8 of 34





- f) EPF (Misc. Provisions) Act 1952 and rules made there under.
- g) Any other Labour Legislation that may be applicable or may become applicable from Workman's compensation Act 1923.
- h) GSTN Registration
- i) Industrial Safety Rules

#### **E. PRE-QUALIFICATION**

- 1. The Agency (Service Provider) must be a registered legal entity, like a company, society, LLP (limited liability partnership), etc. The following documents must be submitted along with the technical bid.
  - i) A copy of valid registration certificate for running the business of providing housekeeping, catering, hospitality related staff and operation and maintenance of cafeteria/canteen issued by the competent authority.
  - ii) Self -attested copy of CA certificate with last three years' balance sheet, Income Tax Returns and turnovers i.e. 2016-17, 2017-18 and 2018-19.
  - Detailed company profile with at least 3 (Three) years' experience in supply of manpower to Central Government / State Government organizations/ Government of PSUs/ Undertaking/ Organizations with documentary evidence.
  - iv) The bidders should have successfully completed at least one contract having average annual value of not less than Rs.40 lakhs each (Rupees Forty lakh) in Central Government/ State Government organizations / Government PSUs/ Undertaking/ Organizations each in the last three years i.e. 2016-17, 2017-18 and 2018-19 OR at least Two contracts having average annual value of not less than Rs.30 lakhs each (Rupees twenty lakh each) in the last three years i.e. 2016-17, 2017-18 and 2018-19 OR at least Three contracts having average annual value of not less than Rs.25 Rupees lakh each in the last three years i.e. 2016-17, 2017-18 and 2019-20 in providing housekeeping, catering, hospitality related staff etc., The experience shown should be for providing continuous service for at least one year for each client. This should be given in the following format and it should be submitted on the Letter Head of Bidder: -





Sl. No.	YEAR	Name of the client where the experience in providing Housekeeping Services is claimed (One year or more)	Brief nature of work	Whether the minimum period of one year completed (yes/no)	Amo- unt of work order for one year	Copy of performance certification submitted (yes/no)
1	2018-2019					
2	2017-2018					
3	2016-2017					

2. The sample performance certificate to be attached by the bidder is given below and it should be issued by the client of the bidder (on client's letter head)

#### **PERFORMANCE CERTIFICATE**

It is certified that M/S (bidder) had provided Manpower Services (Details of service provided .....) to our firm/office for the premises located at

for the period from				
(date) to	(date). The annual financial component of			
the House Keeping work contacts the above	e said work is			
Rs(in we	ords).			

Signature of the client (of the bidder) With Seal of the client firm of the bidder

NOTE: - The Technical Evaluation Committee may also accept performance certificate containing the requisite details in other similar Proforma and its decisions shall be and binding.

- 3. The bidder, should have at least a minimum staff strength of 50 (fifty only) for the financial year 2018-19 on their rolls with similar prescribed qualifications and experience for the posts as mentioned in Annexure-I (Challan/ Returns showing the deposit of EPF/ESI etc., and Return filed with Labour Department are to be submitted as proof.)
- 4. The bidders should have valid registration from the ESI, EPF and under GST. (Proof to be enclosed)
- 5. Copy of up to date remittance to ESI, PF and GST authorities for the financials year.
- 6. PAN/TAN registration certificate, as applicable.

Page 10 of 34





- 7. The bidder should have a licence for providing canteen service and shall obtain a specific licence for operating canteen at ICMR Complex, Nirmal Bhavan, once the contract for this purpose is awarded to him.
- 8. A bidder should be registered with/have requested license form the labour Dept. pf Karnataka and should be valid at least for six months as on date of opening of bid tender.
- 9. The bidder should not have been black- listed by any Central Government/State Government organizations/Government PSUs/ Undertaking /Organizations or allies' agencies. A certificate to be given to this effect on plain paper (Certified on Agencies own letter head).
- 10. All qualifications as mentioned in clauses 1 to 10 should be supported by sufficient documentary proof without which the claim of Tenderer for the prescribed qualification shall not be considered.
- 11. The tenderers are required to furnish information with documentary proof in the format given in **Annexure I** along with the Technical Bid.

## F. MARKING SCHEME FOR TECHNICAL & FINANCIAL BIDS

- 1. Technical bid will be given weightage of 70% while 30% weightage will be for Financial Bid. Marking system for Technical Bid will comprise of the following criteria -
  - Amount of payment of EPF for last 5 months that is August 2020 to December 2020 (proof should be PF returns and challans for past 5 months i.e. August 2020 to December 2020 in the name of Service provider. (20 Marks)
  - Amount of payment of ESI for last 5 months that is August 2020 to December 2020 (proof should be PF returns and challans for past 5 months i.e August 2020 to December 2020 in the name of Service provider (20 Marks)
  - iii) Timeliness of payment of EPF. (10 marks)
  - iv) Timeliness of payment of ESI. (10 marks)
  - v) Total number of Manpower deployed in 2018-19 at Government and allied organizations, PSU-JS etc., in and around Bengaluru. (10 Marks)
  - vi) Number of Contracts in financial year 2016-17,2017-18 and 2018-19 and still continuing with minimum Manpower of 30. (20 Marks)
  - vii) Amount of turnover for financial year 2016-17, 2017-18 and 2018-19. (10 Marks)
  - viii) Minimum cut off marks for qualifying in Technical Bid: 60 marks out of 100marks.





#### G. FINANCIAL BID- SPECIFICATIONS: - (ANNEXURE-III-A & ANNEXURE III-B)

1. Annexure-III (A) specifies the financial emoluments/wages of all categories of Staff. NCDIR will bear all increases in minimum wages as and when increased by the relevant statutory authority. Simultaneously, commensurate increase in fixed amount of salary in percentage terms in higher post will be borne by NCDIR as and when minimum wages are increased by the concerned statutory authority. Also employers' contributions to statutory dues like EPF/ ESI will be borne by NCDIR. Service provider must simply quote his financial bid in the form of administrative charge/service charge in Indian Rupees per month in numerical and words.

2. The malpractice of illegal deduction from wages of staff deployed for the service is strictly forbidden.

3. Entire salary/wages/employers' contribution of statutory dues will be paid by NCDIR on presenting challan of deposit of the same by the service provider, bank transfer statements.

4. Annexure III (B) is a list of food items to be prepared and served by the agency in the canteen, guest house and also at meetings/conferences. Due weightage will be given for quoting competitive rates for the food items.

5. Financial bid shall remain valid for six months from the last day of receipt of bids.

#### H. PERFORMANCE GUARANTEE: -

The successful tenderer should furnish an unconditional and irrevocable Bank Guarantee/Fixed Deposit for a sum equivalent to 1/10th of the Annual Tender Value as Performance Guarantee on receipt of the Work Order which will be forfeited in case the supply of manpower or commencement of operation of the canteen and guest house management services is delayed beyond the requisite period and/or in case of penalties being imposed due to "unsatisfactory services" beyond 10 days.

#### I. BID EVALYUATION CRITERIA AND SELECTION PROCESS

1. The Tender Committee as appointed by the Director, NCDIR shall evaluate the Technical Bids based on the fulfilment of technical qualifications, and recommendations of the Tender Committee subject to the approval of the Director, NCDIR. The decision of the Director, NCDIR in this regard shall be binding and final. The tenderers will then be informed about the date of opening of their Financial Bids, if required.

2. The financial bids of those bidders, whose technical bids have been approved, will be opened on the prescribed date and place in the presence of the bidders or their representatives of such bidders by the above mentioned committee and the rates quoted by the bidders will be read out.





The committee after evaluation of these financial bids shall give its final recommendations on the successful bidder, to the Director, NCDIR. The successful bidder shall be declared after approval of the Director whose decision in this regard shall be final and binding on the Agency.

#### J. GENERAL TERMS AND CONDITIONS: -

1. The service provider shall make payment to the staff provided by him. All payment is to be credited directly into the bank account of the employees by RTGS/ any other agreed modus by 10th of every month. Any delay in payment will be penalized by Rs 2000/- (Two thousand) per day, EPF/ESI/all statutory dues/ taxes are to be deposited by 15th of succeeding month (or an earlier date if so specified by the statute). Payment Return and Challan will be presented to ICMR, on presentment of which the amount will be reimbursed to the service provider.

2. The service provider should cover his employees/establishment under EPF, Minimum Wages Act, ESI and any other relevant statutory provisions in force as per laws/rules/currently notifications at his responsibility which will be subsequently reimbursed by NCDIR. Any penalties levies, fines, costs imposed due to late deposit, any other violation of Act/Rules etc., will not be reimbursed by ICMR. Also ICMR will stand technically & statutorily identified against any costs imposed by any Court, Tribunal, Statutory Authority on Labour issues.

3. The Director, NCDIR shall be under no obligation in respect of the affairs of such staff and employees, including their appointment, conduct, discipline, termination, wages, etc. These issues will be the sole responsibility of the service provider.

4. The service provider shall ensure that staffs deployed by him are properly and neatly dressed and shall behave in a disciplined and polite manner while handling the assigned work and their actions shall promote goodwill and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him. The service provider shall enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

5. NCDIR will provide the specifications of uniform to the service provider including colour/material of uniform and types of shoes etc. The service provider shall ensure that all staff are attired in the same except Receptionist/Housekeeping supervisor. Every person in the above categories engaged by the service provider shall wear the prescribed uniform according to season (i.e summer uniform in summer and winter uniform in winter season) and badge bearing his name and designation while on duty. The said uniform and badge shall be provided and maintained by the service provider at its own cost.

6. The service provider shall furnish medical fitness certificate for all his employees issued by a qualified R.M.P. periodically once in 6 months.





7. The Manpower supplied by agency should not have any police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending.

8. The service provider shall furnish Local Police verification certificate for all the employees, deputed by him to NCDIR. This has to be furnished at the time of execution of contract and subsequently as and When he deploys new staff. No staff of the service provider will be allowed access to ICMR without the local Police verification certificate.

9. The service provider shall be held responsible for any case of theft, damage or misappropriation of the property of NCDIR or of the guests staying therein by the staff of the service provider.

10. Unattended belongings of the guests should be reported and handed over to the concerned officials of NCDIR.

11. The service provider shall indemnify the Director General against all claims arising out of his action under the Contract Act, Labor Act, Workmen Compensation Act, or any other Labor, Civil or Criminal laws in force, in so far as they relate to the staff employed by the service provider in the premises of the NCDIR or claims arising out of such employment.

12. The service provider shall issue appointment letters to all the persons employed by him in connection with performance of his contract for Manpower supply, and furnish proof by submitting copies of such letters received by his employees is the employee of the service provider only and Director, NCDIR, where services are rendered, has no obligation or any relationship to employment or otherwise whatsoever with him/them. The service provider shall also furnish undertakings from the staff deployed to the effect and that they will not claim regularization of services etc. with NCDIR.

13. The Agency will pay salary/allowances etc. to his employees as per rules in force and Director, NCDIR will not be responsible for payment to the employees of the Agency.

14. Any change of staff shall be discussed in advance with the designated nominee of NCDIR.

15. The number of Personnel may be increased/decreased depending upon the requirement.

16. The outsourcing of services will be purely of temporary nature and may be dispensed with any time if not required or found unsatisfactory with one month's notice.

17. The Director, NCDIR may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/their misconduct and service provider shall forthwith comply with such requirement.





18. The service provider has to provide the Photo Identify Card to the persons employed by him for carrying out the work. These cards are to be constantly displayed and their loss reported immediately.

19. All services shall be performed by persons qualified and skilled in performing such services.

20. The services provider shall replace immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.

21. Office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service providers.

22. The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.

23. The service provider shall also, out of the same process, maintain a reserve panel of 1:1 so as to ensure replacement of staff as per timelines mentioned in Annexure.

24. FOR RUNNING THE CANTEEN, THE SUCCESSFUL BIDDER SHALL BE PROVIDED WITH THE FOLLOWING FACILITIES BY ICMR-NCDIR.

- i. Space: Canteen area in three parts (i) kitchen (ii) service area (iii) sitting area; will be provided to the service provider free of cost.
- ii. Electricity: Electricity will be provided at the existing points in the canteen for day to day operation of the canteen and canteen services.
- iii. Water: Water will be provided at the existing points in the canteen for day to day operation of the canteen and canteen services.
- iv. Linens and laundry services for maintenance of guest house(s) will be arranged by the institute i.e. NCDIR

#### 25. **<u>1. Requirements from Service providers:</u>**

- i. The service provider will make arrangement for cleanliness of canteen and its surroundings in a proper and hygienic manner to the satisfaction of the ICMR-NCDIR. The service provider shall also be responsible for the safe and hygienic disposal of the canteen waste. The garbage of the canteen shall also be disposed of by the service provider on daily basis in the designated area only.
- The service provider shall arrange for items i.e. cooking gas cylinders, cooking stove, oven, etc., and items of similar nature of high quality as approved by the Director, NCDIR at his own cost. Crockery, utensils, mixture, refrigerator, etc., will be provided by NCDIR. The service provider shall maintain the said items in proper and hygienic conditions for





due discharge of obligations in respect of running of canteen. No disposable plastic items shall be used for serving food and drink items.

- The service provider will have to provide in proper uniforms to its employees for service in the canteen as also for the service in rooms. iv. The canteen shall normally be opened for catering during office hours from Monday to Friday from 09:00 HRS to 17:30 HRS. The canteen may also be required to be opened on Saturday and other holidays and beyond office hours, if necessary. However, the canteen will remain closed on Saturdays, Sundays and other Govt. holidays, unless specifically told to be opened by Director, NCDIR.
- iv. Catering service to the guest houses in the ICMR Complex will be have to be provided round the clock, including on holidays as per requirements of ICMR Complex.
- v. The service provider shall employ only such persons as are declared medically fit as certified by the Govt. hospital in Bangalore. No such employees will be under the age of 18 years. Documentary evidence of above age of its employees will be provided by the service provider. The identification of the employees will be provided by service provider (Aadhar, Voter Id, etc.). The service provider will ensure proper sanitation/ hygienic conditions in the premises and deploy persons free from infectious diseases.
- vi. The service provider will be fully responsible for the repair/maintenance, cleanliness, fittings and fixtures installed in the space provided to him by the NCDIR for the purpose of preparing lunch, tea and coffee. Furniture provided to the service provider will be maintained properly. Any loss/damage (including repairs) to the same will have to be made good by the service provider, at his cost.
- vii. The service provider will ensure that raw materials to be used for cooking purpose (tea, coffee, spices, food stuffs, vegetable etc.) are of very good quality, safe for human consumption and conform to the standards laid down by the Govt. of India and acceptable to the Director, NCDIR in this regard. The Director, NCDIR reserves the right to inspect the materials at any time. In the event of any food poisoning/ contamination, the service provider will be held fully responsible and will be liable to penal actions under the law. If the quality of the food found of inferior quality, NCDIR has right to impose penalty including termination of the contract.
- viii. The service provider will have to employ required/sufficient staff at his own cost and bear all the statutory and other liabilities for running the canteen. The service provider will have to pay the minimum wages as per Govt. orders/Notifications issued from time to time, EPF and Bonus etc. as per Employees Provident Fund Act. The service provider shall be responsible for compliance of labour laws in respect of personnel employed by them. The service provider shall be the employer for his workers and NCDIR will not be held responsible fully or partially for any dispute that may arise in between the service provider and his workers.
- ix. The service provider would be responsible for verifying antecedents of the persons deployed by him and a certificate to this effect shall be provided by him to the NCDIR in





respect of each staff member. The caterer shall not employee any worker whose track record is not good. He should not have involved in any crime/offence/police case.

- x. The liability/ responsibility in case of any accidents causing injury/death to canteen worker or any of his staff shall be of the service provider. The NCDIR shall not be responsible in any means in such cases.
- xi. The staff of the firm will comply with all the security regulations in the office premises. The staff will serve the Tea, Coffee, Snacks and other eatables in neat and clean utensils and the staff will wear proper neat and clean dress/ uniform as approved by NCDIR, including clean gloves. For International meetings the neatness/ gloves, etc. is essential.
- xii. Some snacks should be mandatorily ready during the office hours especially from 9 AM to 6.00 PM.
- xiii. The service provider will submit the bills relating to officials' tea, lunch, and material supplied on monthly basis, after completion of the month and the payment will be processed accordingly. No advance payment will be made to the service provider.
- xiv. The approved price of the eatables should be prominently displayed at the counter / notice board in canteen. Tentative list of the items to be provided by the service provider are listed in the Annexure – III-B. However, service provider can add items as per demand/ consumption, etc. at prices to be fixed with the approval of Director, NCDIR.
- xv. It shall be the sole responsibility of the service provider to obtain and keep ready the necessary license/ permissions from various Govt. bodies and or Municipal Corporation for running catering services and produce the same before the concerned authority as and when asked for to do so. An undertaking in this regard has to be given by the service provider.
- xvi. The service provider shall not stock any inflammable or otherwise dangerous material, goods, narcotics, or drugs in any part of this allotted space which are fire and health hazard to the property or personnel of NCDIR.

#### 2. Services

- i. The service provider will be required to provide canteen service in the canteen premises and also in various rooms/Conference Room/Meeting Room of NCDIR.
- ii. The service provider will have to supply items like tea, coffee, milk, mineral water (bottle, jars) and those eatable items which are not under the contract in case of demand from Director's office and other Senior Officers in the ICMR Complex, but cost of such items shall not exceed MRP rates.
- iii. In case the service provider is already providing food items to a Ministry/Department of Central Government, details thereof may also be furnished along with the quotations. The rates quoted should be valid for 2 years from the date of acceptance of the award of contract and may be considered for revision thereafter with the approval of Director, NCDIR.





- iv. The contract will be initially awarded for 3 months on trial basis and thereafter, the contract may be extended by 9 months, subject to satisfactory performance and thereafter, upto 2 years on a year to year basis from the date of signing the agreement and the agreement may be renewed by the Director, NCDIR on such terms and conditions as may mutually be agreed upon between the parties. The service provider shall execute an agreement incorporating the various terms and conditions. The rates quoted will remain in force for the full period of contract. No demand for revision of rate on any account shall be entertained during the contract period. The Director, NCDIR reserves the right to terminate the contract at any time, if the Director, NCDIR is not satisfied with the working of the said service provider. The decision of the Director, NCDIR in this regard shall be final and binding on the service provider. The service provider, if so desires, may seek termination of the contract by giving written notice of not less than three months duration during the agreement period. The service provider shall vacate the premises and shall handover the same to a duly authorized representative of Director, NCDIR along with all articles that have been provided. The decision of the Competent Authority in NCDIR shall be final and binding on the service provider.
- v. The NCDIR reserves the right to reject any or all the bids in full or part or not to award the contract to the lowest bidder without assigning any reason therefore and giving any compensation. The decision of the Director, NCDIR in this regard shall be final and binding to all.
- vi. The service provider has to provide rates of all the items mentioned at Annexure II-B. These rates are ordinarily valid for two (2) years and may be revised once in 2 years with the approval of the Director, NCDIR.
- vii. NCDIR may, in order to satisfy itself, may conduct a spot enquiry to verify soundness, capability and viability with regard to capacity to execute the order placed on the firm(s).
- viii. A copy of the terms and conditions duly signed by the tenderer in token of having understood and agreed to the same, should be attached along with the bid.

I accept the above conditions

(Full signature of the Tenderer with seal of the Agency)





#### K. OTHER TERMS AND CONDITIONS: -

1. The service provider shall comply with all the requirements under the Central/Local Tax, Service Tax and any other statutory payments to the respective authorities.

2. Disputes & Arbitration: - The Director, NCDIR and the service provider shall make every effort to resolve amicable by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

3. In case of any outstanding/unresolved dispute arising out of this contract between the NCDIR and the Agency, the matter shall be referred to the sole arbitration of a person to be appointed by the DIRECTOR, NATIONAL CENTRE FOR DISEASE INFORMATICS AND RESEARCH (ICMR), SECOND FLOOR, POOJANAHALLI, N.H-7, B.B ROAD, KANNAMANGALA POST, BENGALURU-562 110, on receipt of an official request with details of the dispute, from either the NCDIR or the Agency. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the contract. The submission shall be deemed to be submission to arbitration under the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and of the rules made there under for the time being in force.

4. The service provider shall maintain regular and proper books/registers of accounts/ staff details/ payments etc., and the same shall be made available. for inspection by any officer authorized by the Director, NCDIR. Updated EPF pass books of staff deployed shall be made available for inspection once in 3 months by the officer authorized by Director, NCDIR.

5. In the first and third week of every month, the Proprietor of the Agency shall call on the designated representative of NCDIR to get the feedback on complaints, lapses, shortcomings noticed in the performance of the contract for improvement in the performance, at mutually acceptable time.

6. The agency will pay the workmen, wages as per the minimum wages act approved by the competent authority from time to time for posts so designated in Table. In addition to the minimum wages the agency will have to pay statutory benefits to all the workmen such as ESI, EPF etc. as per prevalent requirements. The agency should submit particulars of each workman such ESI number, PF A/C Number etc. to the management. Compliance in this regard is the sole responsibility of the agency and any deviation noticed by management or other regulatory bodies will attract penalty as per the extant laws. Payment will ordinarily be made once a month within a week of submission of bill along with prescribed documents. While submitting the bill the service provider will submit proof of having made statutory payment of the employees for the previous month, without which no service charges will be payable to the agency.





#### L. DAMAGES/PENALTIES CLAUSES

#### (A) Penalty of unsatisfactory service

1. In case the services are found deficient on any one particular day in a month, a penalty of 1% (one percent) of the monthly contract amount for unsatisfactory service.

2. In case Services are found deficient for 2 to 4 days in a month, penalty of 2% of the monthly contract amount will be levied for each deficient day. If deficiency found more than 4 day and up to 7 days a penalty of 3% of the monthly contract amount will be levied for each deficient day. If deficiency found more than 7 days up to 10 days, a penalty of 5% of the monthly contract amount will be levied for each deficient day.

3. If unsatisfactory performance continues for more than a period of 10 days, the Director, NCDIR reserves the right to terminate the contract without any further notice. In such an event, the Security Deposit of the Agency shall be liable to be forfeited.

4. Unsatisfactory services/Deficiency in services includes, but is not limited to the following:

- i. Late coming.
- ii. Coming in shoddy, dirty uniform.
- iii. Reporting drunk/ill/unkempt.
- iv. Leave without 1-day prior information.
- v. Fudging/Tampering attendance register/biometric machine.
- vi. Rude, impolite behaviour
- vii. Lazy, uncooperative in rendering duty
- viii. Damage to property of NCDIR
- ix. Any act so as to cause damage to prestige reputation of NCDIR
- x. Smoking/pan/bidi during working hours.
- xi. Attending personal phone calls during working hours.
- xii. Violence of any kind, infighting, groupism with fellow staff
- xiii. Insubordination
- xiv. Financial irregularity/impropriety
- xv. Bringing/allowing unauthorized person into NCDIR premises.
- xvi. Coming without badge/ I card to be issued by the Agency
- xvii. Refusing to attend training course designated by NCDIR etc.

(B) Penalty for shortage of manpower.

- 1. The vendor should ensure to maintain adequate number of manpower as mentioned in ICMR Complex. In case of shortage of manpower, the deduction will be made on pro-rata basis from the total contract amount.
- 2. Apart from pro-rata deduction as mentioned above, a penalty @ Rs, 500/- per worker per day will be deducted for the shortage upto three occasion/days in a month. If the manpower

Page 20 of 34





shortage is more than three occasion/days in a month and upto seven occasion/days, a penalty@ Rs. 1,000/- per worker per day will be deducted. If shortage of manpower is more than seven occasion/ days in a month, a penalty @ Rs. 2,000/- per worker day will be deducted.

3. If it is observed any time during the period of contract that the contractor has demanded bribe from the candidates for enjoining them or any complaint received in this regard, the contract shall be terminated immediately at the cost and risk of the contractor and no earnest money/bank guarantee shall be refunded.

#### M. Force Majeure

1. Director, NCDIR or the Agency, as the case may be, in case of any failure or omission to complete the contractual liability or having delayed the performance of its work on account of natural calamities such as fires, floods, earthquake, hurricanes etc. and reasons beyond one's control such as civil strikes, lockouts, strikes, riots, civil war etc, shall not be held responsible for such omission, failure or delay and shall be relieved of their respective obligations to perform provided either party gives to the other party a notice within 21 days of the occurrence of such incidence.

2. Either party, as and when it gives notice of force majeure shall provide confirmation such events in the form of certificate from the Government Department or agency or Chamber of Commerce. The parties shall be relieved of their respective obligation to perform hereunder for so long as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the event of force Majeure is established as provided herein above. However, Director, NCDIR reserves the right to terminate the contract if the performance against the contract is prevented by the event of strike, lockout etc. for a period exceeding 60 days.

#### N. Governing Laws and Settlement of Dispute:

Any claims, disputes and or differences (including dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorized representative of the concerned parties. However, if the disputes are not resolved by the discussion as aforesaid within a period of thirty days, then the matter will be referred to the Director, NCDIR. His decision shall be final in that regard.

#### O. Jurisdiction of Court:

This contract is governed by the laws of Republic of India and shall be subject to be exclusive Jurisdiction of the Court in Bengaluru.

Page 21 of 34





### OFFICE OF THE DIRECTOR NATIONAL CENTRE FOR DISEASE INFORMATICS & RESEARCH (INDIAN COUNCIL OF MEDICAL RESEARCH) GOVERNMENT OF INDIA, BEGALURU

#### Manpower Details for Office of Director, NCDIR, Bengaluru

#### 1. Canteen Manager (Semi Skilled) - 01 No.

The person deployed should be 10+2 pass and having knowledge of computer operation and minimum 5 years' experience for manger and 3-year experience for supervisor as Manager/Canteen supervisor in any Government organization/PSU/Autonomous Body/ private Firm. A desirable requirement would be a diploma in housekeeping from any Hospitality Management Institute.

#### 2. Cook Skilled (1) and Unskilled (2) – Total 03 Nos.

The person deployed should be 10th Class Pass with minimum 5 years' experience as cook in any Government Organization/PSU/Autonomous Body/Private Firm, Skill test will be taken of cooks. The Assistant Cook shall also be the Halwai.

The candidates must be skilled in various cuisines such as South Indian, North India, Bengali, , etc.

Information about ICMR Complex -

- I. ICMR Complex Nirmal Bhavan houses 3 Institutes of ICMR –
- 1. National Centre for Disease Informatics & Research On the 2<sup>nd</sup> Floor and Ground Floor
- 2. Regional Occupational Health Research (Southern) On the Ground Floor and 1<sup>st</sup> floor
- 3. National Institute of Malaria Research (Field Unit) On the 1<sup>st</sup> Floor
- II. Total staff working at ICMR Complex at a given point of time 225 (Including Security and Houskeeping Personnel)
- III. Guest House(s) 3 buildings
- IV. In addition, the Canteen service is needed for catering to guests, who are invited for meetings, seminars and conferences throughout the year.





#### **ANNEXURE-I Technical Bid for**

#### (i) Procurement / Outsourcing of Guest House Management and (ii) Running the canteen in the premises of ICMR Complex, Bengaluru

Affix duly Attested P.P. Size recent photograph of the prospective Bidder

Sl. No	Information Sought	Proof Requires Yes/No	Page No
1.	Name of the Firm		
2.	Date of Establishment/Incorporation		
3.	Registration No. for registration under Companies Act 1956. (Please enclose self-attested photocopy of Certificates)		
4.	Correspondence Address, Telephone No. Email ID. & Mobile No. Website ID, if any		
5.	Address of Head Office (If separate) and Telephone Number.		
6.	StatusProprietary/Partnership/PrivateLimitedCompany/Public Limited Company		
7.	Name of the Proprietor/Partners, Address, Mobile No.		
8.	Banker of Agency with full address (Attach Bankers certificate of account maintenance for the last two years) Telephone number of Banker		
9.	PAN No. of the Firm (Please enclose self-attested photocopy)		
10.	GST Registration No. (Please enclose self-attested photocopy of certificate)		
11.	Labour License no. and validity under various section of Labour laws (of state & Central Govt.) (please enclose self-attested photocopy of certificate/ Registration)		
12.	EPF Registration No (please enclose self-attested photocopy of certificate)		





	Licence for providing canteen/catering service in	
13.	Kanataka	
14.	ESI Registration No. (Please enclose self-attested	
14.	photocopy of certificate)	
15.	Professional Tax Enrolment Certificates (Please enclose	
15.	self-attested photocopy of certificate)	
	Certificate of satisfactory performance from the	
16.	Government/Banks/PSUs and/or organizations to whom	
	the service was provided.	
	Income Tax Return (I.T.R) copies of last 3years, Balance	
17.	Sheet & Revenue Account for last 3years (Please enclose	
	self-attested photocopy of certificate) paid during 2016-	
	17, 2017-18, 2018-19.	
18.	Turnover for the last three financial years 2016-17,2017- 18,2018-19	
	Whether holding certificate under shops and	
19.	Establishment Act. (If yes, enclose self-attested copy of	
17.	last renewal certificate.	
• •	If the firm registered under the factories Act, Details of	
20.	license No. (if Yes, enclose self-attested last renewed copy	
21.	Certificate — Not blacklisted etc.	
22.	Total No. of Canteen Staff employed as on 31.08.2019	
	Whether police verification, address verification &	
23.	Character verification of canteen employees has been done	
23.	by the agency (it has to be provided at the time of	
	deployment)	
24.	Details of the Draft of EMD (Name of the Bank, D.D. No,	
<i>2</i> 4.	Date, Amount.	
25.	Details of bank Draft for tender fees ((Name of the Bank,	
23.	D.D. No, Date, Amount.	

Signature of the authorized person :

Name : Seal :

Date: Place:





#### Acceptance from the agency/ Contactor:

I have gone through the terms and conditions of the tender documents and the same acceptable to me. I know that the Liveries/ Uniforms of goods quality are to be provided by me at my cost to all the staffs engaged in this contract. I have given the price bid/ tender after visiting/ confirming the nature of work in NCDIR, Bengaluru.

Place:

Signature:

Name of the Proprietor:

Date:

Seal:

#### **Enclosures:**

Copies of the documents tick marked as ( ) hereunder, have been attached:

- () 1. Copy of valid registration/licence under Contract Labour (R&A) Act, 1970 & Central Rules, 1971 License (Central Labour).
- () 2. Copy of valid shop Act License/ Establishment Certificate.
- () 3. Copy of E.P.F. Registration with Code No.
- () 4. Copy of E.S.I. Registration with Code No.
- () 5. Copy of valid GST Registration Certificate.
- () 6. Copy of valid professional Tax Enrolment Certificates.
- () 7. Copy of Agency and Proprietor PAN Cards.
- () 8. Copy of three years latest Income Tax Return/ Clearance Certificate.
- () 9. List of clients list along with contact details and copies of agreement.
- () 10. Copy of relevant notification of Chief Commissioner of Labour (Central) reg wages
- () 11. Copies of credentials such as Letter of Intents, work completion certificates for security services rendered by the agency for the past 5 years

\_\_\_\_\_

- () Declarations 1, 2 & 3 and Undertaking
- () 12. Others. (Please Specify).





#### Annexure - II

{Format for Declarations & Undertaking to be typed on bidder agency's letterhead and to be submitted in Part –I (TECHNICAL BID) of the tender document}

#### **DECLARATION -1**

This is to certify that neither we/any of us/ are/is in anyway related to any employee in the Indian Council of Medical Research or any of its centres/institutes/units including NCDIR

Date: Place:

(Signature of the tenderer with agency seal/rubber stamp)

#### **DECLARATION-2**

We hereby declare that we have not stipulated any extra condition along with the Part-II (COMMERCIAL BID) of the tender and the terms and conditions in Part I and Part II of the NIT shall prevail under all circumstances.

Date: Place: (Signature of the tenderer with agency seal/rubber stamp)

#### **DECLARATION-3**

I/We having our office as mentioned below and declare that I/we have never been blacklisted by any State Government/Central Government or any State/Central PSU.

(Signature of the tenderer with agency seal/rubber stamp)

Date : Place :

#### **UNDERTAKING**

This is to certify that I/we have carefully gone through the job requirement, terms and conditions given in the tender documents & have clearly understood the terms & conditions of the tender and have accordingly quoted our balanced rates after going through all details. I/We hereby give an undertaking that I/we shall provide canteen and guest house management services strictly as per the terms and conditions containing in Part I and Part II of this tender during the entire period of contract. We further undertake to obtain and keep ready the necessary licence/permission from various Govt., bodies or Municipal Corporation for running catering services and produce the same before the concerned authority as and when asked to so.

(Signature of the tenderer with agency seal/rubber stamp)

Date Place

Page 26 of 34





#### **TENDER FEE & EARNEST MONEY DEPOSIT PAYMENT PARTICUALRS**

Particulars of Demand Drafts enclosed towards EMD and tender fee :

Sl. No.	D.D. No.	Date	Name of the Bank / Branch and Place	Amount
1				Rs,25,000 towards EMD
2				Rs.500 towards Tender Fee

Signature	:
Name & Designation	:
Date:	

#### <u>CERTIFICATE FOR THE DOCUMENTS DOWNLOADED FROM THE NCDIR, BENGALURU</u> <u>WEBSITE.</u>

In case the tender document is downloaded from the website a declaration in the following Performa has to be furnished.

In case at any stage, it is found that the information given above is false / incorrect, NCDIR Bengaluru shall have the absolute right to take any action as deemed fit/without any prior intimation.

#### SIGNATURE OF THE BIDDER WITH SEAL





#### **DETAILS OF MAJOR CONTACTS**

Details of major contracts with Central Government, State Governments, PSUs/ Nationalized Banks/Reputed Private Firms handled by the tendering Agency for providing hiring of taxi services during the last two years in the following format (attested copies of the last two years work award may be enclosed).

	Details of client along with address,	Amount of	Duration of contract			
Sl. No	telephone and Fax numbers			То		
1.						
2.						
3.						

(If the space provided is insufficient, a separate sheet may be attached)

Signature of authorized person

Date:

Name:

Place:

Seal:

Page 28 of 34





#### PERFORMANCE SECURITY BOND FORM

- 1. In consideration of National Centre for Disease Informatics and Research (ICMR) Bengaluru (here after in called the NCDIR Bengaluru) having agreed to exempt (here in after called the Agency from the demand of security deposit/earnest money of Rs \_\_\_\_\_ on production of Bank Guarantee for Rs. for the due fulfillment by the said agency of the terms & conditions to be contained in an Agreement in connection with the contract for canteen and Guest house management services at ICMR Complex, Nirmal Bhavan, (name of the Bank) (herein after referred to as "the Bank") at the request of \_\_\_\_\_, the Agency, do hereby undertake to pay the NCDIR Bengaluru an amount of not exceeding \_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the NCDIR Bengaluru reason breach by the said agency of any of the terms & conditions contained in the said agreement.
- 2. We (Name of the Bank) \_\_\_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the NCDIR Bengaluru stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NCDIR Bengaluru reason of breach by the said agency of any of terms & conditions contained in the said agreement or by reason of the agency failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, where the decision of the NCDIR Bengaluru in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.\_\_\_\_\_\_\_.
- 3. We undertake to pay to the NCDIR Bengaluru any money so demanded not withstanding any disputes raised by the agency in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the agency shall have no claim against us for making such payment.
- 4. We (Name of the bank) \_\_\_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the NCDIR Bengaluru, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till NCDIR Bengaluru certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said agency and accordingly discharges guarantee.
- 5. We (name of the bank) further agree with the NCDIR Bengaluru that the NCDIR Bengaluru shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & condition of said agreement or to extend time of performance by the said agency from time to time or to postpone for any time to time any of the powers exercisable

Page 29 of 34





by the NCDIR Bengaluru against the said agency and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said agency or for any forbearance, and or any omission on the part of the NCDIR Bengaluru or any indulgence by the NCDIR Bengaluru to the said agency or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- 6. The guarantee will not be discharged due to the change in the constitution of the Bank or the agency.
- 7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by NCDIR Bengaluru.

Dated : \_\_\_\_\_

For \_\_\_\_\_\_(Indicating the name of the bank)

**N.B.** This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.





## PART -II (COMMERCIAL BID) (Separation Page)

This part should be detached from the tender document and may be submitted separately as per instructions given in the tender as Part-II Commercial Bid for Canteen and Guest House Management Services at Nirmal Bhawan, ICMR Complex, Bengaluru





## **Annexure III-A**

## Part-II Financial Bid

#### (Financial Bid should be sealed in a separate cover duly superscribed)

#### Name of the work: "Canteen and Guest House Management services at Nirmal Bhawan ICMR Complex, NCDIR, Bengaluru"

SI. No	Particulars		Rates per Day/person				
			&Un-Skilled	@S	emi-Skilled		\$Skilled
a)	Basic Pay (per day)	₹	per day	₹	per day	₹	per day
b)	VDA (per day)	₹	per day	₹	per day	₹	per day
c)	#Sub Total $\{(a) + (b)\}$ per day	₹	per day	₹	per day	₹	per day
d)	*Bonus (8.33%) per day (on pro rata basis) on Basic + VDA, subject to the prescribed ceiling.	₹	per day	₹	per day	₹	per day
e)	EPF (13%) on Basic + VDA	₹	per day	₹	per day	₹	per day
f)	ESI (3.25%) on Basic + VDA	₹	per day	₹	per day	₹	per day
g)	Total cost per day excluding service charges	₹	per day	₹	per day	₹	per day
h)	<b>%age</b> of Service Charges of the Agency on Sl. (g)	%	per day	%	per day	%	per day

#### (Please read carefully before filling up Financial Bid)

NB : Sl. (g) shall be indicated only on percentage basis failing which the commercial bid is liable to be rejected.

#### Note:

- 1. Any other payments likewise Uniforms, Leave Salary, etc., should be met by the service provider only, ICMR-NCDIR, has no liability towards the above.
- 2. &Junior Cook, @ Housekeeping/Canteen Manager, \$Senior Cook.
- 3. The service charges shall be filled up in percentage. Payments shall be made on the basis of the rates in price bid quoted by the Agency.
- 4. #Strictly as per the Minimum Wage Notification of CLC (Central) w.e.f. 1.10.2019.
- 5. The payment will be made only for the number of working days in a month.
- 6. \*Bonus as prescribed under the payment of Bonus Act 1965 shall be payable.
- 7. In additional, GST @18% or as applicable is payable.

#### Signature and seal of the Agency/ Contactor





#### ANNEXURE-III-B

## Financial Bid for running the canteen in the premises of ICMR Complex, Bengaluru

S No.	Item Name	Unit	Quantity	Rate in ₹ (In words / Figures)
	LUNCH			
1.	Thali Lunch (Rice + 2 Roti or equivalent + Dal + Veg Sabzi +Raita + Salad)	Grams	500	
	Executive Lunch (Rice/Pulao + Dal/Chana/ Rajma + 1 special curry/Paneer+ 1 Mixed Vegetable + Raita+ Salad + 2 Chapati or equivalent + 1Sweet)	Grams	650	
3.	Puri and Sabzi	Grams	225 (4 pcs)	
4.	Chana Masala	Grams	150	
5.	Seasonal Vegetable	Grams	150	
6.	Veg. biryani	Grams	200	
7.	Plain Rice	Grams	200	
8.	Tawa Roti (each)	Grams	50	
9.	Puri (each)	Grams	30	
10.	Rice with Sabzi or Dal	Grams	400	
11.	Tomato Soup or equivalent	Grams	150	
12.	Vegetable Soup	Grams	150	
13.	Sabzi	Grams	150	
II.	SOUTH INDIAN DISHES			
1.	Dosa (plain) (with Sambar& chutney)	Grams	150	
2.	Masala Dosa (with Sambar& chutney)	Grams	275	
3.	Plain Uthappam (with Sambar& chutney)	Grams	250	
4.	Onion Uthappam (with Sambar& chutney)	Grams	300	
5.	Mix Uthappam (with Sambar& chutney)	Grams	300	
6.	Idli, chutney with Sambar	Grams	225	
7.	Vada, chutney with Sambar	Grams	225	





III.	NON-VEGETARIAN ITEMS / DISHES			
1.	Non Veg Thali Lunch (Rice + 2 Roti or equivalent + Dal + Chicken or Mutton or Fish curry + Raita + Salad)	Grams	500	
2.	Non Veg Executive Lunch (Rice/Pulao + Dal/Chana/Rajma + 1 special Non Veg curry + Veg Curry + Raita+ Salad + 2 Chapati + 1 Sweet)	Grams	650	
3.	Chicken Curry	Grams	150	
4.	Chicken Biryani	Grams	500	
5.	Omlet with onions Green Chilly etc (Single egg)	Grams	100	
6.	Bread Omlet with onions Green Chilly etc (Single Egg)	Grams	125	
7.	Omlet with onions Green Chilly etc (Two Eggs)	Grams	125	
8.	Bread Omlet with onions Green Chilly etc (Two Eggs)	Grams	150	
IV.	TEA & SNACKS			
1.	Теа	Cup	1	
2.	Coffee	Cup	1	
3.	Samosa	Grams	50	
4.	Paneer Pakoda	Grams	60	
5.	Noodles (Veg.)	Grams	200	
6.	Poha	Grams	200	
7.	Upma	Grams	100	
8.	Shira	Grams	100	
9.	Pav Bhaji	Grams	250	
10.	Poori (4 Nos) (Standard Size Poori) with Aloo Curry	Grams	250	
11.	Chole Bhature ese rates shall be valid for 2 years and may be revised there	Medium	2 nos.	

NB: These rates shall be valid for 2 years and may be revised thereafter with the approval of Director, NCDIR as per clause J.25.2. (iv) & (vii) of the Technical Bid. Items may be increased or decreased in the contract. Packaged branded items like biscuits/cold drinks should be provided either below or at par with MRP.

Signature and seal of the Agency/ Contactor

Date

Page 34 of 34