



सं. राजस्वाअसं/जवप/भंडार/कैटीन/2020/5

दिनांक : 09 OCT 2020

**निविदा आमंत्रण सूचना**

निदेशक, आईसीएमआर-राष्ट्रीय जनजाति स्वास्थ्य अनुसंधान संस्थान, जबलपुर (आईसीएमआर-एनआईआरटीएच) निम्नलिखित निबंधनों एवं शर्तों के अधीन संविदा देने की तारीख से एक (1) वर्ष की अवधि के लिए दिए गए विवरणानुसार (संलग्नक-ए) इस संस्थान में संस्थापित कैटीन (कैफेटेरिया) का संचालन हेतु प्रतिष्ठित और अनुभवी कैटरिंग एजेंसी से दोहरी बोली पद्धति (तकनीकी बोली एवं वित्तीय/कीमत बोली) में मोहरबंद निविदाएं आमंत्रित करते हैं :-

**महत्वपूर्ण विवरण**

1.	निविदा सं .	राजस्वाअसं/जवप/भंडार/कैटीन/2020/5
2.	निविदा दस्तावेज शुल्क	निरंक
3.	संविदा की अवधि	संविदा देने की तारीख से एक वर्ष
4.	बोली प्रस्तुति प्रारंभ की तारीख एवं समय	12 अक्टूबर, 2020 (सोमवार) पूर्वान्ह 10.00 बजे
5.	बोली प्रस्तुति समाप्ति की तारीख एवं समय	17 नवंबर, 2020 (संगलवार) पूर्वान्ह 11.00 बजे
6.	तकनीकी बोली खोलने की तारीख	17 नवंबर, 2020 (संगलवार) अपरान्ह 02.00 बजे
7.	तकनीकी रूप से अर्हताप्राप्त बोली लगाने वालों के लिए वित्तीय बोलियां खोलने की तारीख	बाद में सूचित की जाएगी
8.	ई.एम.डी .राशि	₹ 5,000/- (केवल पांच हजार रुपये मात्र)
9.	प्रदाय/सेवा का स्थान	आईसीएमआर-राष्ट्रीय जनजाति स्वास्थ्य अनुसंधान संस्थान, नागपुर रोड, पो.ऑ .गढा, जबलपुर म.प्र.- 482003
10.	निविदा दस्तावेज के पृष्ठों की कुल संख्या	22
11.	निविदा दस्तावेज डाउनलोड करने के लिए वेबसाइट पता	<a href="https://www.nirth.res.in/">https://www.nirth.res.in/</a> CPP epublish पोर्टल
12.	निविदा दस्तावेज प्रस्तुत करने के लिए पता व स्थान	कमरा नं 118 .में रखा गया निविदा बॉक्स, अनुभाग अधिकारी (भंडार) आईसीएमआर-राष्ट्रीय जनजाति स्वास्थ्य अनुसंधान संस्थान, नागपुर रोड, पो.ऑ .गढा, जबलपुर- 482003
13.	निविदा किस प्रकार प्रस्तुत करें	स्पीड पोस्ट/पंजीकृत डाक/कूरियर/हाथों-हाथ देकर

- निदेशक, आईसीएमआर-एनआईआरटीएच को बिना कोई कारण बताए कोई भी अथवा सभी निविदाएं स्वीकार/रद्द करने का अधिकार सुरक्षित है।
- निदेशक, आईसीएमआर-एनआईआरटीएच को किसी भी अवस्था में बिना कोई कारण बताए निविदा को निरस्त करने का अधिकार सुरक्षित है।
- संपूर्ण निविदा प्रक्रिया में अनुशेष/लोप/शुद्धिपत्र/निरस्तीकरण और संविदा देने से संबंधित सूचनाएं केवल संस्थागत वेबसाइट <https://www.nirth.res.in> में ही प्रकाशित की जाएगी। आगे कोई और सूचना समाचार-पत्रों अथवा किसी अन्य वेब पोर्टल पर प्रकाशित नहीं की जाएगी।
- यदि इस दस्तावेज के निबंधनों एवं शर्तों का उल्लंघन पाया जाता है या निविदा दस्तावेज में दी गई कोई जानकारी प्रथम दृष्टया मिथ्या/शलत होना पाई जाती है तो निदेशक, आईसीएमआर-एनआईआरटीएच को यह निविदा वापस लेने/निरस्त करने का अधिकार सुरक्षित है।
- बोली लगाने वालों से अनुरोध है कि कृपया निविदा दस्तावेज के अनुसार अनुदेशों का सावधानीपूर्वक पालन करें।

वरिष्ठ प्रशासनिक अधिकारी



**icmr**  
INDIAN COUNCIL OF  
MEDICAL RESEARCH

**NIRTH**  
NATIONAL INSTITUTE OF  
RESEARCH IN TRIBAL HEALTH

आईसीएमआर-राष्ट्रीय जनजाति स्वास्थ्य अनुसंधान संस्थान  
स्वास्थ्य अनुसंधान विभाग, स्वास्थ्य एवं परिवार  
कल्याण मंत्रालय, भारत सरकार  
ICMR - National Institute of Research in Tribal Health  
Department of Health Research, Ministry of Health  
and Family Welfare, Government of India

Ref: NIRTH/JBP/Stores/Canteen/2020/5

Date:- 09 OCT 2020

**NOTICE INVITING TENDER**

The Director, ICMR-National Institute of Research in Tribal Health (ICMR-NIRTH), Jabalpur invites sealed tenders in **Double Bid System (Technical Bid and Financial/Price Bid)** from the reputed and experienced catering agency for operating/running the Canteen(cafeteria) Services in this Institute as per details (**Annexure — A**) for a period of **one (1) year** from the date of award of contract under the following terms and conditions.

**CRITICAL DETAILS**

1.	Tender No.	NIRTH/JBP/Stores/Canteen/2020/5
2.	Tender document fee	NIL
3.	Duration of Contract	One year from the date of award of the contract.
4.	Bid submission start date and time	12 October, 2020 (Monday) at 10.00 AM
5.	Bid submission end date and time	17 November, 2020 (Tuesday) at 11.00 AM
6.	Date of Opening of Technical Bids	17 November, 2020 (Tuesday) at 02.00 AM
7.	Date of opening of financial bids for technically qualified bidders	To be notified later
8.	EMD Amount	Rs. 5,000/- (Rs. Five thousand only)
9.	Delivery/Service Location	ICMR-National Institute of Research in Tribal Health, Nagpur Road, P.O.-Garha, Jabalpur (M.P.)-482003
10.	Total Number of pages of Tender Document	22
11.	Website Address for downloading tender document	<a href="https://www.nirth.res.in/">https://www.nirth.res.in/</a> CPP epublish Portal
12.	Address and Venue for the submission of Tender document	Tender Box kept at Room No. 118, Section Officer (Stores), ICMR-National Institute of Research in Tribal Health, Nagpur Road, P.O. Garha, Jabalpur – 482003.
13.	Mode of submission of Tender	By Speed Post/Registered Post/Courier/by hand delivery

**NOTES:-**

1. The Director, ICMR-NIRTH reserves the right to accept/reject any or all the Tenders without assigning any reason.
2. The Director, ICMR-NIRTH reserves the right to cancel the tender without assigning any reason at any stage of the tender process.
3. Notifications related to addendum/deletion/corrigendum/cancellation of the entire tender process and award of contract will only be published on the institutional website (<https://www.nirth.res.in>). No further notifications will be published in the news-papers or any other web portal.
4. The Director, ICMR-NIRTH, reserves the right to withdraw/cancel the tender if it is found in violation of terms and conditions of this document or any information given in the tender document which prima facie appears to be false/wrong.
5. Bidders are requested to follow the instructions carefully as per the tender document.

**Sr. Administrative Officer**

### **Instructions to the Bidders**

1. The Director, ICMR-National Institute of Research in Tribal Health, Jabalpur (ICMR-NIRTH) invites sealed tenders in **Double Bid System (Technical Bid and Financial/Price Bid)** from the reputed and experienced catering agencies for operating/running the Canteen(cafeteria) Services in this Institute as per details **(Annexure — A) for a period of one (1) year** from the date of award of contract.
  2. Complete Tender Document can be downloaded from the website of the Central Procurement Portal (<https://eprocure.gov.in/epublish/app>), ICMR Headquarter, New Delhi (<https://main.icmr.nic.in/>) and ICMR-National Institute of Research in Tribal Health, Jabalpur (<https://www.nirth.res.in/>).
  3. The tender is to be submitted in two parts comprising Part-I: Technical Bid & Part-II: Financial/Price Bid. The Part-I (Technical Bid) should contain Annexure-I along with the EMD of Rs. 5,000/- (Rs. Five thousand only) or valid document claiming exemption from paying EMD (as the case may be) and statement showing compliance with the criteria/ detailed technical specifications as per Serial No. 8.1 and 8.2 below and Notice Inviting Tender (NIT). The Part-II (Financial/Price Bid) should contain only the price offered as per attached 'Rate Schedule' (Annexure-II) format. Both the parts should be properly marked and enclosed in separate sealed envelopes for their proper identification. The envelopes superscribed TECHNICAL BID and FINANCIAL/PRICE BID should again be sealed in another envelope superscribing the tender number and **“Operating/running the Canteen (cafeteria) Services”**. The Part-I (Technical Bid) will be opened in presence of the tenderers or their authorized representatives (only one with authority letter from bidder as per Annexure-VI and proof of identification) on the date of tender opening and the Part-II (Financial/Price Bid) after evaluation of Part-I. The Part-II of only those tenderers shall be opened who are found technically qualified to carry out the work, for which prior intimation will be given indicating the date and time of price bid opening.
  4. The interested catering agencies can submit the tender documents by hand/post addressed to the Director, ICMR-National Institute of Research in Tribal Health, Nagpur Road, P.O.-Garha, Jabalpur-482 003 (M.P.) complete in all respect along with Earnest Money Deposit (EMD) of Rs. 5,000/- (Rupees Five thousand only), refundable (without interest) along with other requisite documents and drop the same in the Tender Box kept at the Room No. 118, Section Officer (Stores), ICMR-NIRTH, Nagpur Road, P.O. Garha, Jabalpur-482003 (M.P.).
  5. **The last date of receipt of tender is 17 November, 2020 (Tuesday) at 11.00 AM. No tender will be accepted after 11.00 AM in any circumstances including postal delay.**
  6. The Technical Bids will be opened by the Tender Opening Committee at ICMR-NIRTH, Jabalpur on **17 November, 2020 (Tuesday) at 02.00 PM.**
- 7. GENERAL INSTRUCTIONS**
- 7.1. For the Bidding/Tender document purposes, the ICMR-NIRTH shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor' and/or 'Bidder' or interchangeably.
  - 7.2. While all the efforts have been made to avoid errors in the drafting of the tender document, the Bidders are advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
  - 7.3. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of contract/bids not meeting the minimum eligibility criteria/bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents, are liable to be rejected.
  - 7.4. For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgement to the ICMR-NIRTH. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.
  - 7.5. The contract shall be awarded to the selected bidder(s) for one year from the date of the award of the contract. However, the period of the contract may be further extended provided the requirement of the ICMR-NIRTH, Jabalpur persists at that time or may be curtailed, terminated earlier owing to deficiency in service or substandard quality of work by the selected catering agencies.
  - 7.6. The prospective bidders are free to seek any clarifications/see the kind of requirement ICMR-NIRTH is looking for. For this purpose, Section Officer (Stores), ICMR-NIRTH, Jabalpur (0761-2370800 extn. 331, 0761-2370845) may be contacted with prior appointment on any working day between 2 PM to 4 PM **12/10/2020 to 06/11/2020**.
  - 7.7. The rates may be quoted as per Annexure-II, Taxes if any, may be specifically and separately indicated in the quotation. In case of no separate mention of Tax, Rates will be presumed to be all inclusive & assessment will be made accordingly.
- 8. MINIMUM ELIGIBILITY CRITERIA**
- 8.1. The following shall be the minimum eligibility criteria for selection of bidders at bid stage of the bidding process:
    - a. The Bidder shall have experience in the similar field in the Ministries/Departments/Government/ Semi-Government Organizations / Central Autonomous-bodies/PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ institutes /centres for the last three (3) years.

- 8.2. Documents supporting the Minimum Eligibility Criteria to be attached with Technical Bid (Part I) document:
- a. In proof of having fully adhered to minimum eligibility criteria at 8.1(a), following documents shall be acceptable with the bid documents:
    - i) Self-attested and valid Food license for catering/canteen services in Madhya Pradesh, issued by appropriate authority of Madhya Pradesh State, i.e. License under FSS Act, 2006.
    - ii) Self-attested and valid copy of PAN/TIN number and ITR of last 3 years
    - iii) Self-attested and valid copy of GST Registration Certificate
    - iv) Status: Whether proprietorship, partnership firm/company
    - v) Self-attested and valid copies of the award letter from Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ Institutes /Centres for the last 3 years
    - vi) Self-certification to the effect that the firm has not been banned/black listed by any Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ institutes /centres in the past (Annexure-III).
  - 8.3. Tenderer shall submit a declaration to the effect that his no close/nearest relative working in the client department (Annexure-VII)

**Note:-If any of the above listed documents as mentioned under Sr. No. (i) to (vi) are not submitted, the tender will be rejected without assigning any reason, and no correspondence will be entertained.**

#### **9. EARNEST MONEY DEPOSIT (EMD)**

- 9.1. The EMD amount of Rs. 5,000/- (Rs. Five thousand only) or the proof of the same must accompany Part-I (Technical Bid) failing which the tender shall be rejected outrightly.
- 9.2. EMD of Rs. 5,000/- (Rs. Five thousand only) has to be submitted in a separate cover along with Technical Bid only, in form of banker's cheque / demand draft / fixed deposit receipts/ bank guarantee drawn in favour of the Director, ICMR-National Institute of Research in Tribal Health, Jabalpur payable at Jabalpur (having validity must be up to 5 months from last date of submission of tender). The EMD may also be remitted electronically through RTGS / NEFT to Account Name: Director, ICMR-NIRTH, Jabalpur (Miscellaneous A/c) Account No. 38989533545, State Bank of India, Jabalpur, IFSC Code SBIN001445 (Copy of proof for having transfer EMD amount to be enclosed).While transferring the EMD through RTGS/NEFT, please mention the name of catering agency in the narration.
- 9.3. The EMD shall be refunded to unsuccessful tenderer after finalization of the tender.
- 9.4. The Bidders, who want to claim exemption from paying EMD should submit copies of valid documents issued by concerned & appropriate government authorities. In case where, EMD or Valid Documents in support of claiming exemption for paying EMD are not found, bids will be rejected at the time of opening of technical bid of the tenders.
- 9.5. The EMD shall be forfeited if any tenderer withdraws his offer before finalization of the tender or fails to submit work order acceptance. Any request by the bidders to consider their EMD or security deposit or payment of any pending bill furnished by them to ICMR-NIRTH, Jabalpur for any other contract/tender cannot be considered as EMD for this tender.
- 9.6. The EMD shall be forfeited in the following case:
  - a. If the bidder withdraws his/her bid during the period of validity of the bids specified by the bidder in the bid form; or
  - b. In case of successful bidder; if the bidder
    - i) Fails to accept the award letter based on his/her offer (bid);
    - ii) Fails to furnish required Performance Security Deposit in accordance with the terms of Tender Document within the time frame specified by the client; or
    - iii) Fails or refuses to honour his/her own quoted prices for the services of part thereof
- 9.7. No claim shall lie against the ICMR-NIRTH, Jabalpur in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable in EMD.
- 9.8. Tenders received after due date and time, without EMD or DD/TDR incorrectly addressed or Valid Exemption Documents and incomplete tenders shall be summarily rejected.

#### **10. PERFORMANCE SECURITY**

- 10.1. The catering agency (successful Bidder) will be required to furnish performance bank guarantee (Annexure-V) through a nationalized / scheduled bank for a sum equal to Rs. 10,000/- (Rs. Ten thousand only) within 30 days of award of contract valid for a period of 60 days beyond the contractual period (expiry date of contract). In case the contract is extended beyond the initial period of one year, the performance bank guarantee will have to be accordingly renewed by the successful bidder.
- 10.2. The 'Bank Guarantee for Performance Security' will be forfeited by order of the Competent Authority of the ICMR-NIRTH, in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance.

## **11. VALIDITY OF BIDS**

- 11.1. The bid shall be valid for a period of 90 days from the date of opening of the tenders. In exceptional circumstances the ICMR-NIRTH may ask the bidder to extend the validity of Bid. The validity of bid security shall also be suitably extended. However, a bidder will not be permitted to modify its bid. In case, client call the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder;
- 11.2. In case, client call the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder;
- 11.3. The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.
- 11.4. No representation for the enhancement of the prices of the accepted tender or alteration of the terms and conditions will be entertained.

## **12. PREPARATION OF BIDS**

- 12.1. Language: Bids and all accompanying documents shall be in English or in Hindi.
- 12.2. No overwriting or correction of any type either using white fluid will be accepted.
- 12.3. All the pages of tender documents should be signed and properly numbered and total number of pages must be indicated on the forwarding letter.
- 12.4. Bidder should sign and stamp on all pages of this tender document as a token of acceptance of all terms and conditions stated therein.
- 12.5. **TECHNICAL BID:** Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount.
  - i) Technical Bid Submission Form duly signed by the person authorized to sign the tender bids;
  - ii) Earnest Money Deposit of Rs. 5,000/- (Rs. Five thousand only);
  - iii) All self-attested and valid supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in Section -8 above.
- 12.6. **FINANCIAL BID:** Bidder shall prepare the financial Bid in the Price Schedule as provided in the Tender Document.
  - i) The tenderer shall quote rates both in figures and words. The tenderer shall also work out the amount for each item of work and write in both figures and words. On check if there is difference between the rates quoted by the tenderer in words and in figures or in the amount worked out by them, the following procedure shall be followed.
    - a) When there is difference between the rates in figures and in words, the rates, which correspond to the amount worked out by the tenderer, shall be taken as correct.
    - b) When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figure or in words the rate quoted by the tenderer in words shall be taken as correct.
    - c) When the rate quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly the rate quoted by the tenderer shall be taken as correct and not the amount.
- 12.7. Except writing rates and amount, the tenderer should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders. Tenderers who are desirous to offer rebate, should mention it separately in the covering letter submitted along with the tender.
- 12.8. All the pages of quotations including the supportive documents submitted therein must be duly signed and stamped failing which the offer shall be liable for rejection.

## **13. BID OPENING PROCEDURE**

- 13.1. The Technical Bids will be opened by the Tender Opening Committee at ICMR-NIRTH, Jabalpur **17 November, 2020 (Tuesday) at 02.00 PM** in the presence of such bidders, who may wish to be present themselves personally or through their representatives.
- 13.2. The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the Financial Bids shall be intimated to the technically qualified bidders in due course.
- 13.3. Absence of bidder or their representative shall not impair the legality of the opening procedures.
- 13.4. After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.
- 13.5. Bids shall be declared as valid or invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of valid Bid.
- 13.6. The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, and time remaining unaltered.

#### **14. CLARIFICATION ON TECHNICAL BID EVALUATION**

- 14.1. The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.
- 14.2. If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.
- 14.3. Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 8.

#### **15. TECHNICAL BID EVALUATION (SEGREGATED TYPE)**

- 15.1. The bidder(s) who will qualify in the technical evaluation stage shall only be called for opening of Financial Bids. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.

#### **16. FINANCIAL BID OPENING PROCEDURE**

- 16.1. The Financial Bids of all the technically qualified bidders shall be opened on the appointed date and time in the presence of the qualified bidders/their representatives, who choose to be present at the time of opening of the financial bids.
- 16.2. Absence of bidders or their representatives shall not impair the legality of the process.
- 16.3. The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.

#### **17. RETURNING OF EARNEST MONEY DEPOSIT (EMD)**

- 17.1. The EMD of the unsuccessful bidders in the Technical Bid evaluation stage shall be returned at the earliest after opening of the eligible Financial Bids.
- 17.2. The EMD of the unsuccessful bidders in the Financial Bid evaluation stage shall be returned on award of contract to the successful bidder.
- 17.3. The EMD of all the bidders shall be returned, in case of cancellation of Tender after the opening of Technical Bids and prior to opening of financial bids.

#### **18. COMMENCEMENT OF SERVICES**

The contract shall become legally binding and in force only upon:

- 18.1. Submission of Performance Security Deposit
- 18.2. The successful firm/agency/company will be required to start working immediately from the date of award of the Contract. The ICMR-NIRTH, Jabalpur shall, however, has the right to terminate the contract at any time.

#### **19. PAYMENTS**

- b) Payment of the tea/coffee/snacks/lunch during the official meetings will be done by the ICMR-NIRTH.
- c) All payments shall be made in Indian currency by means of Electronic Clearance service (ECS) or Cheque in the name of the firm.
- d) The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this ICMR-NIRTH, Jabalpur.
- e) No advance payment(s) will be made in any-case whatsoever.
- f) The payment will be made on submission of the following documents, whichever applicable by the Firm/Agency (successful bidder) to the paying authority (DIRECTOR, ICMR-NIRTH, Jabalpur) along-with the bill.
  - a) Ink-signed copy of commercial invoice/bill of the agency (successful bidder).
  - b) Details for electronic payment viz account holder's name, bank name, branch name and address account type, account number, IFSC Code, MICR Code (if these details are not incorporated in contract).
  - c) Any other document/certificate that may be provided for in the contract.
  - d) User acceptance where applicable.

#### **20. VALIDITY OF CONTRACT**

- 20.1. The period of contract will be one (1) year from the date of the award of the Contract.
- 20.2. The contract shall automatically expire unless extended further by the mutual consent of contracting agency and client.
- 20.3. The period of the contract may be curtailed/ terminated earlier owing to deficiency in service or substandard quality of work by the selected Firm. The ICMR-NIRTH, however, reserves right to terminate this initial contract at any time after giving one-month notice to the selected Firm.

#### **21. TERMINATION**

- 21.1. In case of breach of any of terms and conditions of the contract by the selected firm, the competent Authority of the client shall have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by the client in that event and the Performance Security deposit in the form of Fixed Deposit Receipt shall be forfeited and en-cashed. The decision of the Director, ICMR-NIRTH, Jabalpur will be the final.
- 21.2. The contractor goes bankrupt and becomes insolvent.

21.3. The ICMR-NIRTH reserves right to withdraw/relax any of the terms and conditions mentioned in the tender document so as to overcome the problem encountered by the contracting parties.

#### **OTHER TERMS AND CONDITIONS**

22. Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
23. The tenderer who is found successful and awarded the contract shall have to execute an Agreement with ICMR-NIRTH on a Non-Judicial Stamp Paper of Rs.100/- (As per Annexure-IV).
24. The successful tenderer/agency shall not engage any sub-agency or sublet any other work or any part of its or transfer the contract to any other person/firm/agency in any manner. The agency shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
25. The tender is not transferable. Only one tender shall be submitted by one bidder.
26. Canvassing in any form is prohibited and the tenders submitted by the contractor who resort to canvassing is liable for rejection.
27. The contract shall normally be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible/qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document.
28. The Director, ICMR-NIRTH reserves the right to accept or reject any or all the offers without assigning any reason.
29. The Director, ICMR-NIRTH does not bind himself to accept the lowest tender and reserves the right to accept or reject, in part or full, any or all the tenders received without assigning any reasons.
30. The Director, ICMR-NIRTH reserves the right to alter/ modify any or all conditions of this tender notice.
31. The period of contract shall be initially for one year, and can be terminated by the Director, ICMR-NIRTH by giving one-month notice to the agency.
32. The first 03 months of the contract period will be considered as trial period and contract will be continued only after satisfactory completion of the trial period.
33. The agency may discontinue the contract at any point of time by giving a notice at least 30 days before the intended date for discontinuation. However, the agency will forfeit the security deposit submitted by it, in case of discontinuation without a notice or a notice less than 30 days prior to the intended date of discontinuation. The ICMR-NIRTH, Jabalpur reserves the right to claim the damages and recover them from the payments due to the agency or by any other means, in addition to forfeiting the security deposit of the agency.
34. The Contractor shall be responsible for payment of wages/settlement of dues with workers engaged by the firm as prevailing labour/wage laws in force as per Government of India norms and ICMR-NIRTH shall not be a party to any dispute between the contractor and their workers.
35. No increase in amount shall be considered at all during the currency of the Annual Contract. No other charges like transportation fare etc., will be payable.
36. Name of the proprietor, Residential and official Address and Telephone numbers of the firm to be given on the letterhead of the firm.
37. The rates quoted shall remain in force for the full period of contract.
38. The Annual Contract shall be operative immediately after award of the contract. The ICMR-NIRTH shall, however, has right to terminate the contract at any time if the service of the firm is found unsatisfactory. In this respect the decision of ICMR-NIRTH will be final and binding on the contractor.
39. The tenderer should enclose a signed copy of the terms and condition stipulated for award of the contract conveying his acceptance of the same. (Annexure-I-A).
40. In case it is found that the selected firm is engaged in malpractices, the contract will be terminated, and they will be banned from having business relations with the ICMR-NIRTH, Jabalpur.
41. If the firm commits breach of any of the terms and conditions or is not able to complete the work in time or the quality of work is not of the desired level, the contract will be cancelled, and security deposit shall be forfeited, and the work will be assigned to another firm at the risk and cost of the firm.
42. The rates quoted must be, in whole rupee. It may specifically be noted that the quotations having unrealistic, impractical and non-serious prices i.e. "free" or "complementary" just for the sake of vitiating the whole Tender Process and for grabbing the contract, are liable to be ignored/rejected.
43. The contractor shall not sub-contract or sub-let, transfer or assigns the contract or any other part thereof. In the event of the contractor contravening this condition, the client shall be entitled to place the contract elsewhere on the contractor's risk and cost and the contractor shall be liable for any loss or damage, which the client may sustain in consequence or arising out of such replacing of the contract.
44. Any claims, disputes and or differences (including a 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 representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication of the arbitration of a sole arbitrator to be appointed by the Director, ICMR-NIRTH, Jabalpur in accordance with the provisions of the Arbitration and Conciliation Act 1996 and Rules made thereunder including any modifications, amendments and

future enactments thereto. The venue of the arbitration will be Madhya Pradesh and the decision of the arbitrator shall be final and binding on the parties.

45. Jurisdiction of Court: This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the Hon'ble High-Court of Madhya Pradesh, Principal bench Jabalpur.
46. All the tenderers are requested to read and understand the terms and conditions of the contract as detailed out in the foregoing paragraphs before sending their quotations, as no change or violation of the aforesaid terms & conditions are permissible once the quotation is accepted by ICMR-NIRTH, Jabalpur.
47. No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.
48. The competent authority of the Institute shall be at liberty to withhold any of payment in full or in part subject for recovery of penalties mentioned in preceding paragraph.
49. Any matter for which no specific instruction has been given shall be decided by ICMR-NIRTH, Jabalpur and the decision shall be final and binding on all bidders.

**Sr. Administrative Officer**



**ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID**

1. Self-attested and valid Food license for catering/canteen services in Madhya Pradesh, issued by appropriate authority of Madhya Pradesh State, i.e. License under FSS Act, 2006.
2. Self-attested and valid copy of PAN/TIN number and ITR of last 3 years
3. Self-attested and valid copy of GST Registration Certificate
4. Status: Whether proprietorship, partnership firm/company
5. Self-attested and valid copies of the award letter from Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR/ NIRTH or its laboratories/ Institutes /Centres for the last 3 years
6. Self-certification to the effect that the firm has not been banned/black listed by any Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ institutes /centres in the past (Annexure-III).
7. EMD amount or proof of same (Please see page 4).

## Annexure-A

Details of the Canteen service requirement are given below:-

1. Canteen/Cafeteria will be open from 07.00 A.M. to 07.00 P.M on all working days.
2. To provide snacks, lunch, dinner, tea/coffee etc. on demand basis at ICMR-NIRTH premises. List of essential items that are to be provided are enclosed for quoting the rates (Annexure-II).
3. To cater to the Meetings, Seminars/conference etc. held in the Institute's premises on occasions.
4. Institute shall only provide free canteen premises, electricity (not for cooking) and water as subsidy. All other materials & Man power are to be provided by the operator/Vendor. Hence the rates should be quoted accordingly.
5. Electricity use is restricted strictly for existing illumination, water cooler, fans, mixer, refrigerator and deep freezer.
6. Electricity should not be utilized for any heating or any additional equipment before obtaining prior permission.
7. The tenderer should assess the volume of business by himself. The Institute will not guarantee any minimum/maximum business.
8. Any dues against the customers will be at the risk of the contractor and the Institute will not be responsible in any case.

### STATUTORY OBLIGATIONS OF THE TENDERER (CONTRACTOR)

1. The contractor shall be solely and wholly responsible for the procurement at its expenses of all the articles of food and provisions. The contractor shall bear complete financial responsibility for all purchases its effect and financial commitments it may enter into for fulfilling the contract.
2. The contractor should maintain the canteen and canteen premises clean at its own cost.
3. The contractor shall be responsible for engaging adequate number of trained/semi-trained manpower required for providing good canteen services in ICMR-NIRTH campus.
4. The employees of the contractor should possess good health and free from any diseases, especially contagious and frequently recurring diseases.
5. The contractor will, prior to the commencement of the operation of contract, make available to ICMR-NIRTH the particulars of all the employees who will be deployed at the ICMR-NIRTH's premises for running the Canteen and Mess. Such particulars, inter alia, should include age/date of birth, permanent address, police verification report and profile of the health status of the employees.
6. The contractor shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act of Madhya Pradesh.
7. The contractor shall fulfil all other statutory obligations, such as, Provident Fund, ESI, Service Tax etc. in force from time to time, as applicable.
8. The contractor shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any unlawful activity.
9. Employment of child labour is strictly prohibited under the law. Therefore, the Contractor will not employ any child.
10. In the event of violation of any contractual or statutory obligations by the contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the ICMR-NIRTH by any individual, agency or government authority due to acts of the contractor, the contractor shall be liable to make good/compensate such claims or damages to the ICMR-NIRTH. As a result of the acts of the contractor, if the ICMR-NIRTH is required to pay any damages to any individual, agency or government authority, the contractor would be required to reimburse such amount to the ICMR-NIRTH or the ICMR-NIRTH reserves the right to recover such amount from the payment(s) due to the contractor while settling his/her bills or from the amount of Security Deposit of the contractor lying with the ICMR-NIRTH.
11. The contractor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc.
12. The contractor shall at all times keep indemnified the principal employer, namely, ICMR-NIRTH and designated concerned staff for and against all third party claims whatsoever (including property loss and damage, personal accident, injury or death of any person) and/or the owner and the Contractor shall at his/her own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act / Fatal Accident Act, Personal Injuries, Employees State Insurance Act, PF Act, etc. in force from time to time.
13. All employees engaged by the agency shall be comprehensively insured for accidents and injuries by the agency at his cost.
14. The verification of the antecedents of the staff will be responsibility of the contractor. The contractor shall provide sufficient sets of uniforms and pair of shoes to his employees and shall ensure that they wear them all times and maintain them properly.
15. The contractor shall be personally responsible for conduct and behaviour of his staff and any loss or damage to ICMR-NIRTH's moveable or immovable property due to the conduct of the contractor's staff shall be made good by the contractor. If it is found that the conduct or efficiency of any person employed by the contractor is

unsatisfactory, the contractor shall have to remove the concerned person and engage a new person within 48 hours of intimation by ICMR-NIRTH. The decision of the ICMR-NIRTH's designated officer in this regard shall be final and binding on the contractor.

16. Sexual Harassment Act –
  - a. The vendor shall be solely responsible for full compliance with the provisions of “The Sexual Harassment at work place (Prevention, Prohibition and Redressal Act, 2013)”. In case of any complaint of sexual harassment against its employee within the premises of the Institute, the complaint will be filed before the Sexual Harassment Committee constituted by the Institute and the vendor shall ensure appropriate action under the said Act in respect to the complaint.
  - b. Any complaint of sexual harassment from any aggrieved employee of the vendor against any employee of the Institute shall be taken cognizance of by the complaint committee constituted by the Institute.
17. The contractor shall keep the Canteen and its surrounding areas clean and up to date sanitation every day after the services are over. The cleaning includes cleaning of utensils, kitchen, canteen and mess hall, floor, counter, benches, tables, chairs, etc. ICMR-NIRTH management will have 24-hour access to inspect the canteen premises at any time for ensuring the cleanliness and hygienic conditions of the canteen's kitchen and dining hall premises.
18. The ICMR-NIRTH reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold in the canteen. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the contractor.
19. The contractor shall get the prices of all items approved by the ICMR-NIRTH and no changes, what-so-ever shall be made without prior written approval of the ICMR-NIRTH.

#### **OTHER OBLIGATIONS OF THE CONTRACTOR**

20. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipments provided by the ICMR-NIRTH are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the Contractor, failing which the same will be got done by ICMR-NIRTH at the contractor's risk and cost. In this regard, the decision of the designated officer of ICMR-NIRTH shall be final and binding on the contractor.
21. All work shall be carried out with due regard to the convenience of ICMR-NIRTH. The orders of the concerned authority shall be strictly observed.
22. The contractor will deploy adequate manpower for work during late hours and on Saturdays/Sundays, including other holidays, according to the requirement of ICMR-NIRTH and the guests.
23. The contractor will have to supply breakfast/lunch/dinner in the canteen/guest house at ICMR-NIRTH premises as per requirement and schedule drawn for the purpose by the concerned authorities of the ICMR-NIRTH.
24. Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the ICMR-NIRTH's campus, including Canteen. Any breach of such restrictions by the Canteen contractor will attract deterrent action against the contractor as per statutory norms.
25. The workers employed by the contractor shall be directly under the supervision, control and employment of the contractor and they shall have no connection what-so-ever with Foreign Service Institute, Ministry of External Affairs. Ministry of External Affairs shall have no obligation to control/supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against ICMR-NIRTH for employment, pension, or any other statutory claim, or regularization of their services by virtue of being employed by the Canteen Contractor, against any temporary or permanent posts in ICMR-NIRTH. In case of any untoward incident/fire/death/injury of any employee of canteen ICMR-NIRTH will not be liable to pay any damages.
26. The contractor shall ensure that either he/she himself/herself or his/ her representative is available for proper administration and supervision at the works to the entire satisfaction of the ICMR-NIRTH.
27. The contractor will bring his own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs etc., in sufficient quantity as needed to maintain the canteen services in addition to what is provided for by ICMR-NIRTH Jabalpur.
28. The contractor shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.

**Annexure I**  
**APPLICATION - TECHNICAL BID**

**Tender reference no.** .....

For operating/running canteen services in the ICMR-NIRTH premises

1. Name of Tendering Agency :  
(Attach certificate of registration)
2. Name of proprietor/Director of Company/  
Firm/ Agency :
3. Full Address of Reg. Office :
  
- Telephone No :  
FAX No :  
E-Mail Address :
4. Full Address of Operating/ Branch Office :
  
- Telephone No :  
FAX No :  
E-Mail Address :
5. PAN / TIN number :  
(Attach self-attested copy)
6. GST No. :  
(Attach self-attested copy)
7. Self-certification to the effect that the firm has not been banned/black listed by any  
Ministry/Department in the past (Annexure-III).
8. Give details of the major similar contracts handled by the tendering Company / Firm /  
Agency during the last three years from Ministries/ Departments/ Government/ Semi-  
Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities  
and/or for ICMR/NIRTH or its laboratories/ institutes /centres in the following format:

<u>Sr. No.</u>	<u>Details of client along with address, telephone and FAX numbers</u>	<u>Duration of Contract</u>	
		<b>From</b>	<b>To</b>
<b>1.</b>			
<b>2.</b>			
<b>3.</b>			

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

9. Additional information, if any (Attach separate sheet, if required)
10. Details of Earnest Money Deposit: Rs. 5,000/- (Rupees Five thousand only) D.D.  
No.....Date.....Drawn of Bank.....

Date:  
Place:

Signature of authorized person  
Name:  
Seal:

**(Annexure-I-A)**

**DECLARATION**

1. I.....Son / Daughter / Wife of Shri .....Proprietor/Director/authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this document;
2. I have carefully read and understood all the terms and conditions of the tender for annual contract for operating/running the Canteen in ICMR-NIRTH, Jabalpur and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date

Signature of authorized person

Place

with Stamp

**Annexure II**  
**APPLICATION - FINANCIAL BID**

**Tender reference no.**.....

For operating/running the canteen services

1: Name of Firm/company/Agency.....

**Items to be served at the time of breakfast, lunch, dinner, evening snacks, tea-time, etc.:-**

Sr. No.	Particulars	Rate in Rs. (Each No.)	Rate in words
1.	Tea per cup (150 ml) with sugar		
2.	Tea per cup (150 ml) without sugar		
3.	Coffee per cup (150 ml) with sugar		
4.	Coffee per cup (150 ml) without sugar		
<b>Total Rupees (in figure)</b>			
<b>Total Rupees (in words) T1</b>			

Sr. No.	Particulars	Rate in Rs. (Each No.)	Rate in words
1.	Toasted Bread-Two slices		
2.	2 Idilis/ Wada (50 gm each) with sambar and chatni		
3.	One plate Bhajiya/Pakoda/Chivada (150 gm)		
4.	Sabudana Wada- 02 Pieces (50 gm each)/ Bread Pakoda – 02 pcs, Aalubanda – 02 pcs., 2 Samose (50 gm each) with chatni/tomato sauce		
<b>Total Rupees (in figure)</b>			
<b>Total Rupees (in words) S1</b>			

Sr. No.	Particulars	Rate in Rs. (Each No.)	Rate in words
1.	One plain dosa with chatani and sambar		
2.	One masala dosa with chatani and sambar		
3.	One uttappam with chatani and sambar		
4.	One plate Poha (100 gm) with lemon/chatani or Upma (100 gm) with Chatani		
5.	Sabudana Khichadi (150 gm) with Dahi (curd)		
6.	Cheese Sandwich (2 pcs)		
7.	Veg. Sandwich (2 pcs)		
8.	2 pieces Aloo Paratha/ Methi Paratha/ (100 gm each)		
9.	2 pieces Plain Paratha (100 gm each)		
10.	Chhole Bhatore (1 Plate – 02 pieces)		
<b>Total Rupees (in figure)</b>			
<b>Total Rupees (in words) B1</b>			

\*Amount to be quoted both in words and figures

**ITEMS TO BE INCLUDED IN THALI SERVED AT THE TIME OF LUNCH & DINNER:**

SI. No.	Description of Items	Rate
<b>1.</b>	<b>THALI MEAL/LUNCH/DINNER (Special Veg)</b>	
	Thali Meal Including a. Paratha (2 Nos)/Chapati (04 Nos) or Poori (05 Nos) (150 gm) b. Vegetables of sufficient quantity-Dry (150 gm) c. Rice (150 gm) d. Curd/Raita (100 gm) e. Dal/Sambar thick consistency (150 gm) f. Papad, Pickle & Dry Chutney g. Vegetable of sufficient quantity with gravy (150 gm) h. Salad/Sprouts (40 gm) i. Sweet/Fruit (40 gm)	
	<b>Total Amount (in figure) SV1:</b>	
	<b>Amount (in words) SV1:</b>	
<b>2..</b>	<b>THALI MEAL/LUNCH/DINNER (Ordinary Veg)</b>	
	<b>Thali Meal Including</b> a. Chapati (04 Nos) (150 gm) b. Vegetables of sufficient quantity-Dry/Gravy (150 gm) c. Rice (150 gm) d. Dal thick consistency (150 gm) e. Papad, Pickle & Dry Chutney (40 gm) f. Salad/Sprouts (40 gm)	
	<b>Total Amount (in figure) OV1:</b>	
	<b>Total Amount (in words) OV1:</b>	

Menu should have variety of vegetables to avoid monotony. (Repetition not more than twice a week)

**Please quote the rates for following items separately:**

SI. No.	Description of Other Items	Rate in Rs. (Each No.)
1.	Chapati (40 gm)	
2.	Rice (150 gm)	
3.	Dal/Sambar thick consistency (150 gm)	
4.	Vegetable of sufficient quantity with dry/gravy (150 gm)	
5.	Curd/Raita (100 gm)	
6.	Papad (15 gm)	
7.	Salad/Sprouts (40 gm)	
	<b>Total Amount (in figure) O1:</b>	
	<b>Total Amount (in words) O1:</b>	

\*Amount to be quoted both in words and figures

Date

Signature of authorized person

Place

with Stamp

**Annexure-III**

Declaration of Clean Track Record (On Company / Firm's Letterhead)

Date:

**Tender reference no.**,.....

For operating/running the canteen services

1: Name of Firm/company/Agency.....

To,

The Director  
National Institute of Research in Tribal Health  
Nagpur Road, P.O.-Garha, Jabalpur- 482003

Sir,

Sub: Tender Ref No..... for operating/running the Canteen (cafeteria) Services in the ICMR-NIRTH, Jabalpur

I/We carefully gone through the Terms & Conditions contained in the above referred tender. I/We hereby declare that my Company/Firm is not currently debarred / black listed by any Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ institutes /centres in India or abroad. I /We further certify that I'm competent officer in my Company / Firm to make this declaration.

Or

I/we declare the following

<b>Sl. No.</b>	<b>Country/State in which the company is debarred / blacklisted / case is pending</b>	<b>Black listed / debarred by Government / Semi Government Organizations / Institutions</b>	<b>Reason</b>	<b>Since when and for how long</b>

(NOTE: In case the company / firm was blacklisted previously, please provide the details regarding Period for which the company / firm was blacklisted and the reason/s for the same).

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal



## Annexure-IV

### MAINTENANCE CONTRACT AGREEMENT

**(Specimen to be executed in Rs.100/- non-judicial stamp paper)**

This Agreement is made at Jabalpur on \_\_\_\_\_ (Date and place of agreement) for the period of one year from \_\_\_\_\_ to \_\_\_\_\_ between the ICMR-NIRTH, JABALPUR hereinafter referred to as "Client" which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office and assigns on the one party and M/s \_\_\_\_\_ with its registered office at \_\_\_\_\_ which expression shall unless excluded by or repugnant to the context shall include its representative administrator, executives and assign on the "Contractor".

Whereas ICMR-NIRTH, JABALPUR has requirement for operating/running canteen services as per terms and conditions specified in the tender document and where as M/s \_\_\_\_\_ has agreed to provide services for operating/running the canteen at ICMR-NIRTH, premises, Jabalpur as mentioned in this agreement. The terms and conditions mentioned hereinafter, it is hereby confirmed as having been agreed to between the respective parties as under:

1. That the caterer has been granted the contract to run canteen in the premises of the ICMR-NIRTH, Nagpur Road, P.O. Garha, Jabalpur, 482003, initially for a period of one years w.e.f. .... 2020 on the terms & conditions contained in the Tender Document, client's Letter of Award of the Contract and this agreement read together. If during this period, the performance is found satisfactory, the contract may be renewed for further specified period on the existing or mutually agreed to terms & conditions.
2. That the items served by the caterer shall be wholesome and hygienic prepared in the clean atmosphere. The client and/or their authorized nominees may at any time enter the kitchen area allotted to the caterer for the purpose of this contract and take away samples of raw material, semi-prepared or fully prepared eatable items free of cost for the purpose of inspection, trial or analysis, and the decision of the authorities of the client with regard to the desirability or quality of the food articles offered for consumption shall be final. If any item of the menu/provision of food is found defective or not fit for use/consumption, the client's authorities may - (i) issue warning; and / or (ii) get the said raw material/items destroyed and ask the caterer to purchase fresh stocks, without any payment of compensation to the contractor for the discarded material/items.
3. If, however, this problem recurs in spite of warning having been issued, the Director, ICMR-NIRTH reserves the right to impose financial penalty or the contract may be cancelled without giving any notice.
4. The items of menu, which the caterer would be expected to supply in the canteen, are indicated in the Annexure- II. The rates of items to be served by the caterer shall be valid for one year from the date of award of contract. The ICMR-NIRTH may, if considered necessary, revise the rates only after one year of the contract in regard to the items of food/eatables and drinks. Till such time that the revised rates become operative, the caterer shall charge the existing rates.
5. That the caterer shall not make any additions or alterations in the premises allotted to him for providing canteen services.
6. That the caterer has agreed to keep the premises and its surrounding area neat, clean and tidy at all times and according to the Health/Hygienic conditions bye-laws of the Municipal Corporation of Jabalpur or any other government/statutory body. In the event of violation of any of the aforesaid bye-laws in and around the Canteen Kitchen/cooking area or dining hall, the caterer shall be responsible for any penalty/fine imposed by the concerned authorities.
7. That in the event, Health Department or any other government/statutory body authorities taking samples of raw material used by the caterer and those samples are not found fit/up to the mark for human consumption, the caterer shall be fully responsible for any fine/penalty imposed or legal recourse taken by such authorities.
8. That the caterer has agreed to provide sufficient number of cooks, waiters and other support staff in the kitchen and dining hall and shall take all reasonable precautions to ensure that these workers attire themselves properly while on duty and are civil, polite, sober and honest in their dealings with the staff, students, visitors and guests. The caterer shall also employ only those workers whose antecedents have been verified by the police and are medically fit in all respects.
9. That any employee deployed by the caterer in the premises becomes liable for suspension or dismissal by the ICMR-NIRTH due to his actions, disobedience or misconduct, the caterer shall accept the decision of the Director, ICMR-NIRTH as final and abide by such decision. In such an event, the client shall not in any way be liable for any claim made by the concerned employee of the caterer for wages or damages and the caterer shall keep the client's authorities indemnified.
10. The client will have the right to review the working of this contract from time to time and if at any time it is found that the caterer has not fulfilled any of the conditions of this contract or that his working is unsatisfactory, the client may terminate the contract after giving the caterer one-month notice, but no such notice will be necessary if the contract is terminated on the ground of service of any undesirable commodity.

11. That the caterer will not transfer or assign any part of his interest under this contract and that this contract shall also be liable to be terminated by the death or insolvency of the caterer before the expiry of the period of this contract.
12. That it is agreed between the parties that no interest whatsoever in the premises has been assigned by the client to the contractor and the possession of the premises will always that of ICMR-NIRTH, even when the premises are in use or occupation of the caterer.
13. The client shall provide to the caterer necessary equipments (list will be provided), furniture & fixtures, and contractor shall maintain them in good condition. The contractor shall be responsible for their maintenance.
14. The caterer shall provide all other implements for running the canteen like crockery, cutlery, and these shall be of good quality and standard.
15. The caterer shall be required to procure cooking equipments, gas cylinder etc. in sufficient quantity for cooking purposes at his cost. The caterer shall be responsible for any loss/theft of the other equipment provided to him by the client.
16. The caterer shall also be responsible for the upkeep of equipments provided by the client. In case of any damage to the furniture and equipments (list will be provided) by any person, the caterer will immediately inform in writing the concerned authorities of the ICMR-NIRTH for recovery of such losses/damages from the defaulters, failing which the caterer shall himself be liable to pay the cost as decided by the ICMR-NIRTH.
17. In case of breach of any conditions of the contract and for all type of losses caused on the part of contractor, the Director, ICMR-NIRTH, Jabalpur shall make deductions, as deemed fit, from the bills preferred by the contractor or that may become due to the contractor under this or any other contract or from the security deposit.
18. In case of any dispute arising between the contract holder and the ICMR-NIRTH or any constituent being party of the contract the sole authority for settlement of such disputes, will rest with the Arbitrator, appointed by the Director, ICMR-NIRTH, Jabalpur.
19. In case the service is not found satisfactory the Director, ICMR-NIRTH, Jabalpur reserves right to cancel the award at any time, without assigning any reason.

For and on behalf of  
ICMR-National Institute of Research in Tribal Health,  
Nagpur Road, Jabalpur-482 003.

For and on behalf of the contractor \_\_\_\_\_

WITNESSES

1. Name: \_\_\_\_\_  
Address & Contact

Sign.: \_\_\_\_\_

Date:

2. Name: \_\_\_\_\_  
Address & Contact

Sign.: \_\_\_\_\_

Date:

**Annexure-V**

(To be typed on 100 Rupees Stamp Paper)

**Performance Bank Security**

Bank Guarantee No.: \_\_\_\_\_

Amount of Guarantee: Rs. \_\_\_\_\_

Valid Upto: \_\_\_\_\_

Guarantee Coverfrom: \_\_\_\_\_ to \_\_\_\_\_

**The Director,  
ICMR-National Institute of Research in Tribal Health,  
(Indian Council of Medical Research)  
Ministry of Health, Govt. of India  
Nagpur Road, P.O. Garha, Jabalpur –482003**

This deed of guarantee executed by (Name of Bank) ..... Constituted under the (Bank Act) ..... having its Corporate Centre at ..... and amongst other places a Branch, ..... (hereinafter referred to as “the Bank”) in favour of **ICMR-National Institute of Research in Tribal Health – Jabalpur-482003**. (hereinafter referred to as “**the Beneficiary**”) for an amount not exceeding Rs.

.....(Rupees ..... ) at the request of (Name of Firm) ..... (hereinafter referred to as “the Contractors”).

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs. .... (Rupees ..... ) and the Guarantee shall remain in full force upto ..... and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the bank on or before.....

Where as you have entered in to a contract reference No. .... Dated ..... With (Name of Firm) .....

for the “Operating/Running the Canteen (Cafeteria)” and whereas (Name of Firm)..... has undertaken to produce Bank Guarantee for Rs.10000/- (Rs. Ten thousand only) to secure its obligations to **ICMR-National Institute of Research in Tribal Health – Jabalpur – 482003**. for the contract period from \_\_\_\_\_ to \_\_\_\_\_.

We, (Name of Bank) ..... hereby expressly irrevocably and unreservedly undertake and guarantee as Principal obliges on behalf of (Name of Firm) ..... that in the event **ICMR-National Institute of Research in Tribal Health, Jabalpur–482003** declares to us through you that (Name of Firm) ..... has not fulfilled the obligations under the said contract to pay you on demand without any reference to M/s ..... an amount of Rs. .... (Rupees ..... ) Notwithstanding any right/disputes raised by (Name of Firm) ..... or any said or proceedings pending in any competent Indian Court or before any arbitration tribunal, your written demand shall be conclusive evidence to us that such payment is payable under the terms of the said contract and shall be binding in all respect onus.

We shall not be discharged or released from the aforesaid undertaking and guarantee by any arrangements, variations made between you and (Name of Firm) ..... indulgence to (Name of Firm) ..... by you with or without our consent and knowledge or by alterations in the obligations of (Name of Firm) ..... by any forbearance whether as to payment time performance or otherwise.

We further agree and undertake not to revoke this guarantee before the same is discharged in writing by you. This guarantee shall remain valid until ..... Notwithstanding anything contained herein.

Our liability under this guarantee is restricted to Rs. .... (Rupees .....  
.....).

This Bank Guarantee shall be valid up to.....

We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand and received by us or before ..... i.e. the date of expiry of this bank guarantee. The Bank Guarantee should be returned to us after the expiry date for cancellation purpose, even if the original guarantee is not returned, our liability on this guarantee ceased to exist.

Dated at ..... at this ..... Day of.....

Dated:

Place:

Bank)

Witness (Name, Address &Signature)

1.

2.

**Annexure-VI**

(To be submitted on Agency's Letter Head)

To,

The Director  
ICMR-National Institute of Research in Tribal Health,  
Nagpur Road, P.O.-Garha,  
Jabalpur – 482 003.

**Sub: Authority letter for attending tender opening for tender ref. no. \_\_\_\_\_.**

Sir,

I hereby authorized Mr. \_\_\_\_\_ having Aadhar no./Voter Id/ Pan card (copy enclosed) \_\_\_\_\_ to attend tender opening on \_\_\_\_\_ at ICMR-National Institute of Research in Tribal Health, Jabalpur.

Name:

Seal:

Date:

Place:

**Annexure-VII**

**Certificate on Non-Participation of near Relatives in the Tender**  
(Operating/running canteen service at ICMR-NIRTH, Jabalpur)

**Tender reference no.**.....

**CERTIFICATE**

I \_\_\_\_\_ S/o \_\_\_\_\_ hereby certify that none of my relative(s) is/are employed in ICMR-NIRTH, Jabalpur. In case at any stage, it is found that the information given by me is false/in-correct, ICMR-NIRTH, Jabalpur shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signed \_\_\_\_\_

For and on behalf of the Contractor

Name (caps) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

Note: In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and bid security/security deposit shall be forfeited at any stage whenever it is so noticed. The department shall not pay any damages to the company or firm or the concerned person. The company or firm or the persons shall also be debarred for further participation in the concerned unit.

**Signature of the Bidder**