



सत्यमेव जयते

राष्ट्रीय वनस्पति स्वास्थ्य प्रबंधन संस्थान
National Institute of Plant Health Management
Department of Agriculture, Cooperation & Farmers Welfare
Ministry of Agriculture & Farmers Welfare
Government of India



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F. No: SGA-SERV0CS/1/2020-LDC_STR2 /4

Date: 22.02.2021

इ-निविदा सूचना
e-TENDER NOTICE

Sub: Invitation of **Online bids through e-procurement system in Two bid** for “**Providing Catering Services at NIPHM, Rajendranagar, Hyderabad**” – Reg.

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Sir/Madam,

National Institute of Plant Health Management (NIPHM) an autonomous Institute under Ministry of Agriculture & Farmers Welfare, Govt. of India invites ‘**Online bids through e-procurement system (<https://eprocure.gov.in/eprocure/>)** for “**Providing Catering Services at NIPHM, Rajendranagar, Hyderabad**” in ‘**Two bid**’ system from the reputed catering agencies for a period of one year initially, the services of which cover both National and International participants/students.

The details of Scope of work, Eligibility criteria and other general terms and conditions of the contract are enclosed.

The schedule of receipt and opening of quotations is as under:-

- | | |
|---|-------------------------|
| 1. Last Date & Time for submission of online bids | 14:00 hrs on 15.03.2021 |
| 2. Date & Time for Opening online bids (Technical bids) | 15:00 hrs on 16.03.2021 |

Note:

1. Copy of Tender document is available in CPP Portal (URL: <https://eprocure.gov.in/eprocure/>) and NIPHM, Hyderabad website (URL: <https://niphm.gov.in>). Corrigendum/addendum, if any, will be published only in the website and separate communication will not be sent for the same.
2. Instructions regarding submission of online bids are available at URL: <https://eprocure.gov.in/eprocure/>
3. **Bids should be submitted through online only. Manual/Physical bids will not be accepted.**
4. On submission of online bid, please intimate the same to the e-mail ID: niphm@nic.in

Sd/-
REGISTRAR I/c

1. SUBMISSION OF TENDER THROUGH ONLINE:

The Tender proposes two stage tender systems viz. (1) **Technical Bid** and (2) **Price Bid**.

I Technical Bid : Bidders are requested to upload the required scanned copies of files as per the following:

File-1 : Profile of the Company – stating whether the firm is partnership/registered under the Companies Act along with its necessary enclosures.

Scanned copy of Company Information (filled & signed) as per Clause-15

File-2 : **Proofs in support of eligibility criteria as per the tender.**

Scanned copies of the documents / information (filled & signed) as per the ‘Eligibility Criteria’ Clause – 14

File-3 : Scanned copy of Technical compliance sheet (filled & signed) for the items listed as per Clause-13

File-4 : Scanned copy of “Bid Security Declaration” format as per Annexure-II.

File-5 : Authorization letter and undertaking (as per Annexure-I and Annexure-II) from the Competent Authority of the Company to sign this Tender document. Documents received without such authorization will not be considered for further processing. This is not applicable if the proprietor signs himself as competent authority.

Scanned copy of letters (filled & signed) as per Annexure –I & II.

Details to be furnished in the Envelope-B i.e., Price Bid

I	Price Bid (Cover-2)	:	BoQ Document
	File-1	:	Bidders are required to download the BOQ file, open it and fill the data in cells with their respective commercial quotes and name of the bidder. No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

Note:

1. The Bidders should furnish the location with addresses and license details of the firm.
2. The Bidders shall furnish as part of the bid, documents establishing the Bidders eligibility to bid and its qualifications to perform the Contract if their tender is accepted.
3. The documentary evidence of the Bidder's qualifications shall be established to the satisfaction of NIPHM. However, the decision of Director General, NIPHM will be final in this regard.

2. CLARIFICATIONS IN THE TENDER

- a. A prospective Bidder requiring any clarification regarding the Tender may address the Tender Inviting Authority by letter or by Fax upto 6 days prior to the last date. NIPHM will respond in writing to any request for clarification in the Tender.
- b. The responses to the clarifications will also be notified on NIPHM's website <http://niphm.gov.in> and <https://eprocure.gov.in/eprocure/>

I. Amendments to the Tender

- a. NIPHM may amend the Tender Conditions up to 5 days prior to the time fixed for receipt of the Tender.
 - b. Amendment to the tender, in response to clarifications sought by prospective Bidders, is solely at the discretion of NIPHM. Such amendments will be notified on NIPHM's website and CPP Portal <https://eprocure.gov.in/eprocure/>
 - c. NIPHM, at its discretion, may or may not extend the due date and time for the submission of bids on account of amendments. Extension of time will be notified on NIPHM's website and CPP Portal <https://eprocure.gov.in/eprocure/>
 - d. All the Bidders are advised to periodically browse NIPHM website <http://niphm.gov.in> and CPP Portal <https://eprocure.gov.in/eprocure/> for any amendments or corrigenda issued in connection with this Tender. NIPHM will not be responsible for any misinterpretation of the provisions of this tender document on account of the Bidders' failure to update the bid documents based on changes announced through the website.
- II.** Any offer made in response to this tender when accepted by NIPHM will constitute a contract between the parties.
- III.** The supplier shall not be entitled to any increase in the rates.
- IV.** The agency shall not transfer or assign sub-contract to any other party.
- V.** The Price should be quoted only in Indian Rupees.

3. **SIGNING OF BIDS**

Individual signing the tender or other documents connected with contract must specify whether he / she signs as:

- i) *A "Sole proprietor" of the concern or constituted attorney of such sole proprietor;*
- ii) *A partner of the firm, if it is a partnership firm in which case he must have authority to execute on behalf of the firm.*
- iii) *Director or a Principal Officer duly authorized by the Board of Directors of the Company, if it is a Company.*

- a. The bids shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. **Bidders are requested to sign each and every page of the tender document including Annexure(s) attached thereto.**
- b. Any alterations, erasures shall be treated valid only if they are authenticated by full signature by the person or persons authorised to sign the bid. Tender documents should be free from over writing.

4. **ACCEPTANCE OF TENDER / CONDITIONS OF THE CONTRACT**

- a. The final acceptance of the Tender is entirely vested with NIPHM which reserves the right to accept or reject any or all of the Tenders in full or in part.
- b. After acceptance of the Tender by NIPHM, the Bidder shall have no right to withdraw his Tender and **Prices payable to the Supplier as stated in the Contract shall be final and are not subject to any adjustment during performance of the Contract.**

- c. If a Tenderer withdraws the tender after the closing date specified in the tender (or) in the case of the Successful Tenderer failing to supply the items as per specification mentioned in the purchase order or does not accept the purchase order for any reason, whatsoever, the firm/agency will be disqualified from bidding for any contract with you for a period of **TWO years** without further intimation.

5. Liquidated Damages

If the Supplier fails to deliver any or all of the Goods or to perform the Services within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, at the rate of 0.5% of the contract price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery, submission of documents and performance, up to a maximum deduction is 10% of the contract price. The delivery of goods means delivery of goods/services within the delivery period including installation. Once the maximum is reached, the Purchaser may consider termination of the Contract.

6. REJECTION OF TENDER:

NIPHM also reserves the right to reject/cancel the tender without assigning any reason thereof.

7. PAYMENT OF PERFORMANCE SECURITY (PS):

The Successful firm(s) shall require to deposit 3% of the order value as Security deposit/Performance Security in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form. However preferably in Fixed Deposit Receipt/ Term Deposit Receipt (TDR) obtained from any nationalized/Scheduled banks in favour of National Institute of Plant Health Management (NIPHM), Hyderabad which should be valid beyond 60 days from the date of completion of all contractual obligations of the supplier including warranty obligation. The security deposit will be released/discharged after 60 days of completion all contractual obligations of the supplier including warranty obligation.

8. Bid Security:

In terms of OM No. F.9/4/2020-PPD dated 12th November, 2020 issued by Ministry of Finance, Govt. of India, bidders are requested to sign "Bid Security Declaration" Format (**Annexure-II**) accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.

- a) The envelope containing the original "Bid Security Declaration" should bear tender details (Name of bidder, tender no., tender name etc.).
- b) The "Bid Security Declaration" is required to protect the Purchaser against risk of Bidder's conduct.
- c) The bidders claiming exemption from submission of "Bid Security Declaration" shall submit valid NSIC/DIPP/MSEs certificate and such certificate shall be valid on the date of submission of bid and as per Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012.

- d) The bidders who are **Micro and Small Enterprises** participating in the tender shall enclose with their Bid a copy of **Udyog Aadhar Memorandum (UAM)** along with their valid registration certificate with District Industries Centres or NSIC or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE. Such bidders will be exempted from submission of “Bid Security Declaration”.

9. EXECUTION OF AGREEMENT:

- a) The successful Bidder is required to execute enter into an Agreement on non-judicial stamp paper of Rs.100/- for fulfilment of the contract. Along with the Agreement the required Security Deposit shall be remitted.
- b) The successful Bidders shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or Body Corporate for the execution of the contract or any part thereof.

10. SCOPE OF SERVICES:

- (i) The contractor/agency shall arrange for cooking and serving of food on daily basis for any number of executives/students depending upon the attendance/occasion as decided by the Institute’s representative, from time to time. There may be variation in number depending upon the programmes conducted in the institute. The charges for catering services by the caterer shall be on per head per day basis for the Executives, students and guests staying for an entire day; where a guest stays for only a part of the day or only avails catering services, the catering charges shall be on per head per meal basis.
- (ii) The details of daily schedule of the Dinning Hall timing will be normally as follows; however they may be changed as per requirement.

Bed Tea / Coffee	-	Between 6:00 am and 7:00 am
Breakfast	-	Between 7:45 am and 9:00 am
Forenoon Tea / Coffee / Milk Along with two biscuits (in class rooms)	-	Between 10:45 am and 11:30 am
Lunch	-	Between 1:00 pm and 2:30 pm
Afternoon Tea / Coffee / Milk Along with two biscuits (in class rooms)	-	Between 3:30 pm and 4:00 pm
Evening tea and snacks	-	Between 5:30 pm and 6:30 pm
Dinner	-	Between 8:00 pm and 9:30 pm

11. SERVICE OF THE FOOD:

- (i) The service of the food is normally done in the respective dining halls of the hostels or any other designated place.
- (ii) The contractor/agency shall have to arrange for service of forenoon and afternoon tea/coffee / milk in the tea lounge of the conference hall or at any other place specified as per the instructions given by NIPHM representative. For this purpose, the contractor has to use his/her own crockery/cutlery, tea/coffee vending machines/drums, flasks, shamiyana, pipe pandal etc., as per requirement.
- (iii) The contractor/agency shall arrange for service of tea/coffee / milk with snacks, to be served in thermos flask in the meeting rooms of the Director General, Directors, Registrar of the Institute.
- (iv) The service of the meals, breakfast, tea etc., to VIPs / senior officers / sick persons etc., should be done in the rooms, on request made by the Hostel Warden.
- (v) Service of special lunch/dinner, high tea, tea or coffee with snacks etc., is to be organized in the lawns or any other place specified in the campus or as directed from time to time.
- (vi) Normally, the service is a buffet service, however, at times, on instructions, service as per specifications is to be provided i.e. sit-down service, banquet or any other form.
- (vii) **There shall be no re-chauffing i.e. left over food of one meal shall not be served at the next meal. Re-chauffing will be viewed seriously and will result in termination of the services of the contractor instantly along with forfeiture of Security Deposit and other consequences as deemed fit by NIPHM.**

12. STANDARD MENU SCHEDULE :

- (i) The service of all food items/beverages should be “**UNLIMITED**” as per the requirement of the Students/Executives/Guests from the spread available. **NO PRE-PORTIONING** of any food/beverages including sweet, ice-cream etc., is permitted.
- (ii) The ingredients used for cooking should be branded i.e. ISI marked, Agmark. The expiry date of the products used should be checked before usage. Similarly, rice, dal etc., should be of good quality and insect free. All food grains should be kept inside air tight buckets. Atta should be of good quality such as Shakti Bhog, Ashirvad etc. Cooking oil should be of reputed brands such as Sun Flower, Gold Drop, Fortune, and Nature Fresh only. Similarly, vegetables should be fresh and of good quality.
- (iii) If expired products or unbranded ingredients are found in the kitchen or store during inspection, the contract is liable to be terminated.
- (iv) Since the Executives/Guests visiting NIPHM are from different parts of the country as also from abroad, two separate menus have to be provided i.e., one for Indian participants and the other for international participants.
- (v) **The menu for Indian participants shall consist of South Indian / North Indian / Chinese / Continental cuisine and the menu for International executives shall consist of Chinese / Continental or any other cuisine as may be prescribed by the competent authority from time to time, and will have to be provided at no extra cost.** Meat and chicken certified by the municipal or other authorities concerned should only be used. The sizing of meat and chicken should be appropriate (too big size to be avoided). **Meticulous care shall be taken by the contractor/agency to avoid usage of stale/decomposed meat, chicken and fish.**
- (vi) The authorized officer will decide the menu schedule in advance on weekly basis and the same will be intimated to the caterer well in time for service accordingly.

13. TECHNICAL SPECIFICATIONS FOR PROVIDING CATERING SERVICES :

S.NO	Regular DAILY MENU SCHEDULE
A.	Bed - Tea & Coffee & Milk
B.	Breakfast
i.	<p>One South Indian Idly with Coconut/Groundnut Chutney or Uttapam with Coconut/Groundnut Chutney or Vada/Dosa with Sambar and Coconut Chutney or Pongal with Chutney</p> <p>With One North Indian Aloo/gobi/paneer Parathas with Sabji, Pickle & curd or Khulcha/Poori with Sabji or Chole Batura</p>
ii.	Sandwich Brown / plain Bread with Jam and butter
iii.	Cornflakes/Muesli with hot / cold milk
iv.	Tea & coffee
C.	Forenoon Tea & Coffee with one salty and one sweet cookie (From reputed bakery such as Karachi Bakery/Bikanerwala/Niloufer/Shubaan Bakery)
D.	Lunch/Dinner with following items
i.	One Fresh Vegetable Salad (combination of Carrot, Beetroot, Cucumber, Tomato, Coriander, lettuce and onion)
ii.	Papad of good brand like Lizzat / Appalam/ or similar brand
iii.	Pickle (Mango/ Mixed) or Chutney (Gongoora/ Tomato/ Cucumber/ Ridge Gourd)
iv.	One of the following Breads: Poori/ Phulka/ Chapathi
v.	Plain Rice of good quality (Kurnool Sona / Sona Masoori)
vi.	First Vegetarian Dish, wet curry from among the following: Shahi Paneer/ Mutter Paneer/ Khadai Paneer/ Paneer Butter Masala/ Chole Masala/ Dal Makhani/ Kadai Vegetable/ Rajma

vii.	Sambhar/ Rasam
viii.	Second Vegetarian dish, Dry curry from among the following Seasonal Vegetables: Bhendi / Brinjal / Mixed vegetable curry/ Mutter Aloo/ Baby corn/ Cauliflower/ Ridge Gourd/ Bitter Gourd/ Ivy Gourd/ Capsicum etc.
ix.	Lentil Items- One among the following like: Palak (Spinach) dal/ Tomato dal/ Dal fry/ Thota kura dal (Amaranthus)/ Red sorrel leaf dal (gongooora)/ Ridge gourd dal/ fenugreek dal (methi)
x.	Plain Curd (Branded cups such as Heritage/ Jersey/ Vijaya)
xi.	Dessert (Only one Dessert item per meal) a) Mixed Fresh Fruits: any of the following 3 : Papaya/ Apple/ Pineapple/ Banana/ Grapes/Water melon/Muskmelon/Mango) Or b) Indian Sweets: Gulab Jmoon / Rasgullas/ Basamdi Or c) Ice Creams: Kwality/Amul (Vanila/ Butter Scotch)
E.	Afternoon Tea & Coffee with one salty and one sweet cookie (Should be of a reputed bakery such as Karachi Bakery, Bikanerwala/ Niloufer/ Shubaan Bakery)
F.	Evening Tea & Coffee with one of the following snacks Vegetable cutlet/ Pakoda (Aloo, Onion, Palak, mix pakodas) / Samosa / Aloo Bonda/ Masala vada/ Mirchi Bajji/ Punugulu/Grilled Sandwich with appropriate sauce or chutney
G.	Special Rice on Wednesday Afternoon: One Vegetarian special rice (Fried Rice/ Peas Pulao/ Vegetable Pulao/ Vegetable Biryani/ Zeera rice/ Bisibellabath) with Chicken Biryani with Mirchi ka Salan and raitha
H.	Special Curry on Thursday Afternoon: Chicken Wet curry and One Special Vegetarian Curry (Aloo Palak/ Aloo Dum curry/ Palak Paneer/ Methi Chaman/ Butter Kaju Masala)
I.	Egg Curry and Corn Palak Curry on Sunday Lunch and Tuesday Dinner

Note:

1. Same dessert item shall not be served twice on the same day and on the subsequent day too
2. Special Rice should be cooked only with basmati rice
3. The prices for special rice and curry should be included in the price of Lunch and Dinner only

S.NO	INTERNATIONAL/VIP DAILY MENU SCHEDULE [IM]
H.	Bed Tea & Coffee & Milk
I.	Breakfast
i.	1) Brown & Plain Bread Butter & Jam; Toasted Bread 2) Corn flakes with Milk 3) Cut-fruits 4) Boiled Egg 5) Idli /Dosa/Vada/Uttapam/Pongal with Coconut/ Groundnut Chutney / appropriate chutney and sambhar 6) Tea and Coffee with separate tea bags(Lemon, Ginger, Green tea bags of reputed firms and Coffee satchets with brown sugar satchets and Sugar Free satchets)
ii.	Forenoon Tea and Coffee with salt and sweet cookies with potato chips (Should be of a reputed bakery such as Karachi Bakery, Bikanerwala, Niloufer/Shubaan Bakery etc.)
J.	Lunch & Dinner with following items:
i.	One Fresh Vegetable Salad (Green Salad/ Russian Salad/ Sprouts/ Aloo Chana Chat etc.)
ii.	Fresh Juice/ Butter Milk/ Lassi
iii.	Soup (Sweet Corn Veg. soup/Hot and Sour Soup/ Cantonese Soup/ Veg. Manchow Soup/ Chicken Soup/ Tomato soup with Bread sticks/Lemon Coriander soup)
iv.	Papad of good brand like Lizzat / Appalam/ or similar brand
v.	One of the following Breads: Phulka/ Chapathi/ Poori
vi.	Special Rice (Veg Fried Rice/Peas fried rice/Egg fried rice/Corn fried rice/Veg. noodles/ Jeera fried rice/ Egg noodles/ Chicken fried rice/ Chicken Biryani/ Pongal Rice/ Bisibela Bhaath)
vii.	French Fries/ American Corn
viii.	One Wet Curry - Veg Stew/ Buttered vegetables/ Buttered Chicken/ Butter Pepper Mutton/ Shahi paneer/ Mutter Paneer/ Paneer butter masala/ Chicken Curry
ix.	Plain Rice of good quality (Kurnool Sona/ Sona Masoori)
x.	Butter Dal/ Rajma/Plain Dal/ Dal Makhani/ Dal fry/ Dal Tadka/ Lemon Dal/ Tomato Dal/ Palak Dal
xi.	One Dry Curry - Grilled Potatoes/Continental Lady Finger/ Aloo 65/ Veg Manchuria/ Baby Corn/ Crispy Veg/ Carrot Beans/ Chicken fry/ Boneless Fish fry/ Roast Chicken/ Mutton Roast / Khadai paneer
xii.	Sambhar/ Rasam

xiii.	Ice Cream/Fruit Salad with any three fruits: Banana/Water melon/Cut Apple/ Grapes/Pine Apple/Papaya.
xiiiiv	Plain Curd (Branded cups such as Heritage/ Jersey/ Vijaya)
K.	Afternoon
i.	Tea & Coffee with salt and sweet cookies with potato chips (Should be of a reputed bakery such as Karachi Bakery, Bikaneerwala, Niloufer/ Shubaan Bakery)
ii.	Evening Tea & Coffee with snacks items (any one of the following) Aloo Cutlet / Plum Cake with Potato chips/ Veg. Sandwich/Grilled Sandwich / Egg puff / Mirchi/ Aloo Bajji / Pakoda (Spinach/ Onion/ Aloo/Mix) / Dokla / Dahi Wada with appropriate sauce or chutney

L. Special ADDITIONAL ITEMS whenever required:

S.NO	BRIEF DESCRIPTION OF ITEM
1.	Vegetable Soup per person – 150 ml
2.	Fresh Fruit juice – 100 ml
3.	Cool / Soft Drink – 100 ml
4.	Lemon Juice – 100 ml
5.	Vegetable Curry for the items indicated at S. No. vii of lunch menu
6.	Non-Veg. Curry [Chicken/Fish (Dry or Gravy)] – 250gm
7.	Non-Veg. Curry (Mutton)- 250gm
8.	Non-Veg. Curry (Bone less) [Chicken/Fish (Dry or Gravy)] - 250gm
9.	Non-Veg. Curry (Bone less) Mutton- 250gm
10.	Prawn curry- 250gm
11.	Biryani (Chicken)- for 1 person
12.	Biryani (Mutton)- for 1 person
13.	PAN Sada (Plain)-Special
14.	PAN Sweet- (Special)
15.	Ice-cream rate (Kwality / Amul) - Vanilla/ Butter Scotch /Chocolate (80 ml)

16.	Kaju Fry – 1 kg rate (Good quality) (Minimum Rate of Kaju considered is Rs.500/- per kg.)
17.	Kaju Cookies / Biscuits – 1 kg rate (Minimum rate Rs.300/- per kg.)
18.	Butter Milk– 100 ml
19.	Indian Sweet (one piece) (Good quality)
20.	Mineral water bottle (Bisleri / Kinley / Oxyrich) – 1 lit.
21.	Mineral water bottle (Bisleri / Kinley / Oxirich)– ½ lit
22.	Mineral water bottle (Bisleri / Kinley / Oxirich)– 200 ml
23.	Fruit bowl (contains Banana, Sapota-2, Apple-1, Orange-1, Seedless grapes - 200 gms)
24.	Indian Sweets – 1 Kg (Minimum Rs.300/- per kg.)

Note:

- All the Curries Non Veg/ Veg, Dal, Roti, Rice, curd etc. should be served unlimited.
- The Jam and Butter is to be provided in sachets to the participants and should be of reputed brand.
- The Ice-cream cup should be of reputed brand and is to be served in branded cup in 80 ml and different flavours are to be served.
- The same type of seasonal fruit is not to be served and there should be variation in every alternative meal.
- The list of brands for materials proposed to be used for preparation of food at NIPHM (See details at Annexure-I).
- The Rice (each lot) shall be used with prior approval of NIPHM only (i.e. in each instance of new lot of rice purchased by agency).
- No food should be served on or beyond its expiry.

14 **Eligibility Criteria for Catering Services by reputed agencies:** -

- a) Must be a reputed Caterer/Firm/Organization having proven track record and registered/licensed for providing catering services. GST implication must be kept in mind while registering for the services so that only minimum applicable rates are attracted to the employer.
- b) The bidder should have provided catering services for a period of at least three calendar years. The bidder should submit the copies of purchase orders, agreements/contracts etc. for each calendar year separately to establish the experience of the bidder.
- c) The bidder should have turnover of Rs. 12,00,000/- (i.e. 30% of bid value) for each of the previous three financial years (2017-18 to 2019-20).
- d) The bidder should have a valid FSSAI License, bidders not having FSSAI License shall be disqualified.
- e) The tenderer should quote rates on “per head per day” basis (Financial Bid) in case of catering services.
- f) Bidders must submit all relevant documentary evidence required to demonstrate their eligibility for the proposed tender.
- g) The Institute reserves the right to terminate the contract, if the performance of the contractor is found to be unsatisfactory during the validity of the contract period.
- h) The Earnest Money Deposit of successful tenderer will be forfeited if he does not fulfill any of the following conditions.
 - Furnishing of Security Deposit 3% of the contract value in the form of a Demand Draft or equivalent bank guarantee drawn on any commercial bank in favour of “NIPHM”, Rajendranagar, Hyderabad and Execution of the agreement within 10 days of the receipt of the letter awarding the contract.
 - Commencement of the contract within 10 days of the signing of the agreement or as decided by the Institute.
 - To comply with all the terms and conditions of the letter of award of contract and agreement of contract.
- i) Director General NIPHM reserves the right to accept or reject all the tender(s) without assigning any reasons whatsoever.

15.

TECHNICAL EVALUTION
(To be filled by the bidder)

The bid prepared by the bidder shall include the following as per the requirement of the Tender Document:

1.	Name and address of the Agency	:
2.	Registration of the Firm	:
3.	In terms of OM No. F.9/4/2020-PPD dated 12th November, 2020 issued by Ministry of Finance, Govt. of India, bidders are requested to sign "Bid Security Declaration" Format (Annexure-II) accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.	:
4.	SECURITY DEPOSIT (SD) 3% of contract value (To be deposited at the time of acceptance of contract by the successful bidder in the form of DD/Bank guarantee) (No bank interest will be paid for this deposit by the Institute).	
5.	ESI Registration No.	:
6.	EPF Registration No.	:
7.	GST Registration No.	:
8.	Valid fssai License no. and Valid up to (FSSAI License is mandatory)	
9.	Labour License (Central/State) Registration No.	
10.	PAN card No.	:
11.	Turnover of the Firm/ Company duly certified by Chartered Accountant (last three Financial years i.e. FY 2017-18 to FY 2019-20)	:
12.	Income tax returns (last three Assessment years i.e. AY 2017-18 to AY 2019-20)	:
13.	The bidder should have provided catering services for a period of at least three calendar years. The bidder should submit the copies of PO, Agreements/contracts etc for each calendar year separately to establish the experience of the bidder	
14.	Information regarding any current litigation in which the Bidder is involved (i.e. Blacklisting / penalty/ fine imposed/ Court cases pending against Firm/ Company).	
15.	Any other relevant information	:

16. **GENERAL TERMS AND CONDITIONS**

1. NIPHM reserves the right to award contracts for Catering Services. Decision of the Director General in this regard will be final.
2. The contract will be valid for a period of one year initially and extendable based on performance. If the Institute finds the services of the agency satisfactory and if mutually agreeable, the Competent Authority (Director General, NIPHM) can extend the contract for further period on the same terms and conditions. On expiry of the contract period the contractor shall be liable to provide the services to the institute till the new contractor resumes the services at the NIPHM campus.
3. Director General, NIPHM reserves the right to reject any or all the tenders received without assigning any reasons whatsoever.
4. The agreement is terminable by NIPHM with one month notice.
5. The contractor shall not transfer or sub lease his rights under the contract to any other agency.
6. The contractor or his workers/staff shall not use the premises allotted to him for any purpose other than the purpose for which the contract is awarded.
7. The contractor shall devote his attention in the work of purchases, preparation and service and discharge his obligations under the contract most diligently and honestly.
8. The contractor shall at all times during the existence of contract abide by all directions and instructions which may be given by the institute concerning any aspect of the catering, housekeeping and maintenance services.
9. The contractor shall be responsible for allotting duties and timings to the workers engaged in the Catering Service.
10. The remuneration payable to the workers engaged in the catering service shall be borne by the contractor and comply with all statutory and mandatory obligations like labour law or other provisions under law for engagement of such workers by his/her firm. The Institute will not have any liability, whatsoever for any injury caused to any of his worker/workers in course of discharge of duties under contract. The contractor will indemnify the Institute from any loss caused to any third party due to acts of his firm or workers in execution of the contract.
11. The contractor should be registered with the Registrar of concerned state body and furnish the details of registration number. He shall abide by the Government of India (Ministry of Labour & Employment) rules and regulations and all other statutory acts and regulations and rules relevant to this contract.
12. The cost towards providing uniforms to the workers to be borne by the contractor.
13. Since the Institute is tendering for food items, it will be the sole responsibility of the contractor to pay minimum wages and variable DA inclusive of EPF and ESI to their workers.
14. The contractor will have no rights to request for increase in rate of food items due to increase in minimum wage and variable DA as notified by the Ministry of Labour from time to time.
15. The contractor shall indemnify the principal employer (NIPHM) against any risks and damages arising out of the default on the part of contractor due to his negligence or that of his employee or noncompliance of any of statutory rules, regulations etc., as laid down by the government and other statutory authorities from time to time.

16. It is the duty and responsibility of the contractor to obtain the requisite license for running the establishment. The Institute shall not be responsible in any way for any breach by the agency of any rules and regulations governing the running of such establishment.
17. The contractor should take all precautionary measures to ensure the safety of the workers employed by him and NIPHM will not be responsible in case of any eventuality.
18. In case of any disputes between contractor & workers, it is the responsibility of the contractor to settle them amicably and the Institute will not be a party to them and will not be responsible for any lapses, etc., on the part of the contractor vis-à-vis his workers. If under any circumstances a court awards decree against the Institute in cases relating to the workers employed by the contractor at the Institute, the contractor shall himself make all necessary action in fulfilment of the decree and the Institute as such shall not be liable to take any action. The workers engaged by the contractor will not have any type of claim against NIPHM and the contractor shall be liable and responsible for compliance of all Labour/statutory laws.
19. The contractor should deploy medically/physically fit workers. The workers (i.e. only food handlers such as cooks, waiters, washerups etc.) will be subject to periodical medical check-ups (i.e. on a monthly basis before 5th of every month and a written endorsement to this effect be displayed prominently in the Dining Hall) by the Institute's Medical Officer or an authorised Doctor. The contractor will withdraw any person who is not found medically fit by the Institute's Medical Officer or an authorised Doctor for the job and provide an appropriate substitute. **The contractor shall also compulsorily arrange for health check of their workers once in six months at his own cost.**
20. A list of workers engaged by the contractor for the Institute's work should be provided giving their names, addresses. The contractor should submit photos to the Institute within a week from the date of acceptance of the offer and issue an identity card under the signature of authorized representative of contractor. Any changes from time to time should be informed to the Institute, immediately.
21. The workers will be issued identity cards by the contractor and only those workers for whom identity cards are issued will be allowed into the premises of the Institute. A copy of the identity card along with name, photograph and address will be made available to the institute for record. The contractor should provide only those workers whose police verification for character and antecedents was strictly done.
22. The contractor will not provide food/catering services to any private person without approval of the competent authority and the same shall be subject to payment of charges at the rate as prescribed in this contract.
23. **A floating minimum balance of Rs.1,50,000/-(Rupees One Lakh Fifty thousand only) should be made available in the savings bank account at State Bank of India, Rajendranagar Branch and should be operated by the Manager of the Unit. It should not be a joint account. Payments of NIPHM will be transferred to the above said account. A cash imprest of Rs.30,000/- (Rupees Thirty thousand only) should also be maintained with the unit manager or in his absence, any representative of the contractor.**
24. **The contractor has to submit Security Deposit of 3% of contract value in the form of a Demand Draft or equivalent bank guarantee drawn on any commercial bank in favour of "NIPHM", Rajendranagar, Hyderabad. No interest whatsoever will be payable on the security deposit. It will be refunded after completion/termination of contract, subject to condition that there is no amount due/pending against contractor due to loss caused to Institute's property or otherwise.**

25. The contractor should ensure that workers engaged by him shall bear good conduct, character, and integrity and their antecedents are to be checked up thoroughly before engaging them.
26. The Director General, NIPHM reserves the right to oversee the quality of food and maintenance services being provided by the contractor. He also reserves the right to ask the contractor to remove and replace any of the workers engaged by him to ensure quality service and the contractor shall have to replace workers concerned within a week from the date of such communication.
27. The contractor shall be provided a suitable place during the validity of the contract period to store the material received to provide the catering services to the Institute. The contractor shall, however, not use the allotted place for any other purpose than the purpose indicated above.
28. The Unit Managers and Supervisors and the staff of the contractor who have to stay in the campus will be provided hostel accommodation for which the contractor shall pay rent as fixed by the Institute on monthly basis.
29. The contractor shall not have any kind of tenancy rights on the place so provided to him in the Institute. He shall have to vacate the place allotted immediately on expiry/termination of the contract or when requisitioned by the Institute.
30. The contractor will take over the hostel canteen of Old and New Hostel of NIPHM along with the furniture, fixtures and fittings and other equipment and material as may be provided by the Institute, where he is supposed to provide the catering services. He shall have to hand over the premises hostel canteen of Old and New Hostel of NIPHM along with the furniture, fixtures and fittings and other equipment and material provided by the Institute, on expiry/termination of the contract.
31. If there is any variation in the quality of material used as against the branded items specified in the contract, suitable penalty as may be decided and determined by NIPHM will be levied while settling the monthly bills.
32. In case it is found that the kitchen/dining halls/rooms/public areas/stores/surrounding areas are not kept in clean and hygienic condition, a penalty of Rs. 2000/- on each occasion will be levied and recovered from the bills of the contractor.
33. In the event of any incident of food poisoning, the charges incurred on account of hospitalization of participants/guests/staff members will have to be borne by the contractor.
34. In the event of expired food items used for cooking purpose, a penalty of Rs.2000/- on each occasion will be levied and recovered from the bills of the contractor.
35. The contractor shall submit the bill for the catering services provided by him on the first working day of following month, duly signed by him or his authorized signatory and countersigned by the authorized representative of NIPHM. NIPHM will pay the charges on submission of the bill.
36. The Institute shall take the feedback through a Register kept for the purpose, from the participants/guests/dignitaries regarding catering services with a view to offer prompt and efficient services. The Institute will conduct periodical reviews of the complaints/suggestions given by the participants/guests/ dignitaries both in the registers kept in the Hostels and the Course Feedback Reports and the contractor will be informed about the shortcomings, if any, for remedial action. Suitable penalty will also be levied as per the orders of the Director General, NIPHM on case to case basis for deficiency in catering services.
37. Any other aspect/point arising out of the catering services to be provided by the contractor, the same has to be resolved through mutual discussions by both the parties.

38. Where a doubt arises as regards the applicability of the contractual terms and conditions so as to the interpretation or application of any of the provisions of this agreement during the validity of the contract period, the decision of the Director General, NIPHM thereon shall be final and binding on the contractor.
39. Preservation of Food Samples: Food samples for all meals viz. B/Fast, Lunch and Dinner should be collected in containers and labelled with details such as date and time of collection, type of meal etc. These samples shall be preserved in a Refrigerator for 24 hours which shall be used for obtaining Bacteriological/Chemical analysis in the event of any occurrence of Food and Water Borne Diseases such as Food Poisoning etc.
40. The contractor should ensure 100% serviceability of Pest-O-Flash' at all times to avoid Fly Nuisance in both Cook House and Dining Hall.

17. Terms of Payment:

- a) Payment will be released within **30 days** after completion of the work and final acceptance by the officer to that effect subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.
- b) All the payment shall be made by Cheque/DD/RTGS/NEFT after supply and final acceptance by the designated officer.
- c) 100% payment of the contract price shall be paid on completion of services and delivery at the consignee premises and Certification of goods/services to be issued by the consignees subject to recoveries, if any, either on account of defects/ deficiencies not attended by the supplier or otherwise and upon the submission of the following documents:
- d) The Supplier/firm should submit the invoice in triplicate. The invoice should contain the GST registration number and there should not be any overwriting/cuttings/corrections. An advance stamped receipt should be enclosed along with invoice.
- e) The supplier shall not claim any interest on payment under the contract.
- f) Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the supplier rates as notified from time to time.
- g) The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfilment of other obligations stipulated in the contract.
- h) While claiming the payment, the supplier should certify in the bill/invoice that the payment being claimed strictly in terms of the contract and all obligations on the part of the supplier for claiming the payment have been fulfilled as required under the contract.
- i) Payment shall be made in currency as indicated in the contract.

18. PENALTY CLAUSE:

- (i) The contractor/agency will be liable for penalty for deficiency in quality of service and for shortcomings in catering service, e.g., poor quality of the food prepared, supply of insufficient food to the participants, etc. The monthly catering bill raised by the contractor will be reduced by 0.5% (i.e. 0.5% of the monthly bill payable) for every deficiency, based on the recommendations of the Authorized persons and as decided by the Competent Authority after considering contractor's view.

- (ii) In the event of not providing adequate number of the workers engaged by the contractor/agency which hinders performance of the mess, a penalty of Rs.1000/- (Rupees one thousand only) per day per worker so absented will be imposed and the same will be recovered out of the monthly catering bill raised by the contractor for payment when no immediate substitution is made. The Institute reserves the right to check the muster rolls as well as the wage-sheets maintained by the contractor at any point of time.
- (iii) In case of deficiency or delay in providing the service by the contractor/ agency and in case the Institute on its own provides material or manpower to run the catering service satisfactorily, the cost of such material/manpower will be recovered from the contractor/agency including supervision charges.
- (iv) The contractor/agency should not indulge in providing free food/ catering services to any official either in office or at residential areas without the approval of the Competent Authority. In case of such incidents, the recommendation of Registrar is binding on the Contractor and commensurate amount will be deducted from the monthly catering bill of the Contractor. The contractor should serve the food to the officers/staff/contractual employees/Outsourced manpower employees working in the institute only on production of prepaid tokens authorized by the institute.
- (v) If there is any variation in the quality of material used as against the brand items, suitable penalty, as may be decided and determined by NIPHM, will be levied while settling the monthly bills.
- (vi) In the event of any incident of food poisoning, the charges incurred on account of hospitalization of Students/Executive Trainees/Guests/Staff members will have to be borne by the contractor/agency, in addition to penalty and legal action by the concerned authority.
- (vii) The contractor shall comply with the provisions of Contract Labour (Regulation and Abolition) Act 1970. He shall obtain license from Labour Department (Central) after getting the work order from NIPHM. The Contractor shall be solely responsible for liabilities arising out of such compliance, non-compliance or implementation or non-implementation. The contractor/agency shall pay applicable minimum wages including statutory payments ESI, PF to the staff/workers engaged although the tender is item rate tender.

19. Details:

Sl. No.	Particulars	Number
1	Number of expected Participants for National Training Programmes for a period of 12 months with training programme of duration 2 days to 20 days (Average participants per day in lean season: Approx.20, Average participants per day in peak season: Approx. 120)	2000
2	Number of expected farmers for Training Programme at NIPHM for a period of 12 months (Average no. of farmers in a month for a duration of 2-3 days: Approx.40)	1500
3	Total Number of Students of NIPHM for a period of 12 months	25

	(Average number per day: Approx. 20)	
4	Total Number of regular & contractual staff of NIPHM for a period of 12 months (Average number per day: Approx.20)	30
5	Number of expected participants for International Training Programmes and VIPs for a period of 12 months (VIPs Avg. number in a month for a duration of 2-3 days: 10) (International participants: Avg. number two times in a year for a duration of 15 days: Approx. 22)	200

20. **Arbitration:** In the event of any question, dispute or difference arising under these conditions or any conditions contained in the order or in connection with this contract, the same shall be referred to the sole arbitration of the Director General or any other person authorized by him. The award of the arbitrator in such cases shall be final and binding on the parties to this contract.
21. **Applicable Law:** The contract shall be interpreted in accordance with Laws applicable in India and subject to jurisdiction of the court in Hyderabad only.

PRICE BID**PRICE BID:**

- a. PRICE BID / BOQ (In xls. Format only). Financial Bid as BoQ_XXXX.xls to be filled online & submitted. Please note that the file name should not be changed.
- b. **Price Bid Evaluation:** Opening of Price Bid: Bidders who are qualified in Technical Bid only will be called for Price Bid opening. The technically qualified bidders alone will be informed about the date and time of opening of the Price Bid and their Price Bids alone will be opened on the due date and time in the e-procurement portal. The contract will be entrusted to the Bidder, whose bid has been determined as L1. **L1 will be awarded after considering overall basic price except GST. GST will be paid as applicable at the time of supply on submission of Tax Invoice.** In case the L1 agency who has been awarded the e-tender fails to execute the contract, NIPHM reserves the right to take legal action to get such firms black listed.
- c. The contract will be entrusted to the bidder whose bid has been determined as L1. In case the L1 agency who has been awarded the e-tender fails to execute the contract, NIPHM will have the right to choose L2. NIPHM further reserves the right to take legal action to get such firms black listed.
- d. If the two bidders are evaluated as L1 (L1 bidders) on quoting the same price, the bidder with high turnover for 2019-20 will be awarded the contract.

Note:

- 1) The catering services should be provided at NIPHM.
- 2) Prices should be quoted only in Indian rupees
- 3) The tenderer should quote rates on “per head per day” basis.

We are herewith undertaking that the details provided above are true and to abide by the terms and conditions contained in the bid document of NIPHM.

Signature of authorised official
(With seal and stamp)

23 **General Terms and Conditions of contract:**

All the bidders are requested to please note that this document is available at www.niphm.gov.in where the details relating to the General Conditions of Contract of tender issued by the Stores Section of NIPHM is a part and parcel of the tender document for all Open Tender Enquiry (OTE) and Global Tender Enquiry (GTE). Consequently the individual OTE/GTE shall not contain this chapter called as General Conditions of Contract (GCC).

This General Conditions of Contract (GCC) shall be valid for all Open and Global tender Enquiry being issued by NIPHM and is valid till further notice.

CONDITIONS OF CONTRACT

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1. Definitions:

In this Contract, the following terms shall be interpreted as indicated:-

- a) **“The Contract”** means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b) **“The Contract Price”** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) **“The Goods”** means all the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract;
- d) **“The Services”** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- e) **“ITB”** means Instructions to Bidders;
- f) **“GCC”** means the General Conditions of Contract contained in this section;

- g) **“Consignee”** means the person to whom the Goods are required to be delivered and final acceptance certificate to be issue on behalf of Purchaser.
- h) **“The Purchaser”** means the Organization purchasing the Goods “National Institute of Plant Health Management, Ministry of Agriculture & Farmer’s Welfare, Govt of India, Hyderabad”.
- i) **“The Supplier”** means the individual or firm supplying the Goods under this Contract;
- j) **“Effective date”** of contract shall mean the date of Notice of Award.
- k) **“Government”** means Government of India.

2. Contract Documents

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Code of Integrity

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions, as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Purchaser may take appropriate measures including one or more of the following:

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the Purchaser along with interest thereon, at the prevailing rate.

Provisions in addition to above:

- 1) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
- 2) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- 3) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

4. Joint Venture, Consortium or Association

If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

5. Scope of Supply

The specifications and allied technical details of the Goods and Related Services to be supplied shall be as specified in NIT document.

6. Suppliers' Responsibilities

The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Scope of Supply Clause of the GCC, and the Delivery and Completion Schedule, as per GCC Clause relating to delivery and document.

7. Contract price

Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

8. Copy Right

The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

9. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

10. Standards

The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

11. Use of Contract Documents and Information

The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.

Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser

12. Patent Indemnity

a) The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 12 (3) indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

1. the installation of the Goods by the Supplier or the use of the Goods in India; and
2. the sale in any country of the products produced by the Goods.
3. If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

13. Performance Security (PS)

- a) Within 10 days of receipt of the notification of award/PO, the Supplier shall furnish performance security as specified in NIT and should remain valid for a period of sixty (60) days beyond all contractual obligations of the supplier including warranty obligation.
- b) The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- c) The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries or in equivalent Indian Rupees in case the Performance Security is submitted by the Indian Agent.
- d) In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.

The Performance security shall be in one of the following forms:

- a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents.
Or
- b) A Banker's cheque or Account Payee demand draft in favour of the purchaser.
Or
- c) A Fixed Deposit Receipt from a commercial bank pledged in favour of the Purchaser.
- d) The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, without levy of any interest.
- e) In the event of any contract amendment, the supplier shall, within 07 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.
- f) The order confirmation must be received **within 7 days**. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, the contract shall be cancelled.
- g) Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

14. Indemnifying against damages to Persons, Property & Status

- a) The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work.
- b) The contractor shall be responsible for ail injury to persons, animals or things, and for all damage, whether such injury or damage arises from carelessness or accident in any way connected therewith. This clause shall be he'd to include interalia any damage due to causes as aforesaid to work, building (whether immediately adjacent or otherwise) and to roads, streets,

foot paths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract by inclemency of weather. The contractor indemnifies the Employer and holds him harmless in respect of ail expenses arising from such injury or damages as aforesaid and also in respect of any award of compensation or damage consequent upon such claim including legal costs.

- c) The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contracted works complete and perfect in every respect and so as to make good and otherwise satisfy all claims for damage as aforesaid to the property of third parties.
- d) The contractor also indemnifies the Employer against all claim which may be made upon the Employer for acts during the currency of this contract by any employee or representative of an employee of the contractor or any sub-contractors, employed by him, for any injury to or loss of life, of such employees, or for compensation payable under any law for the time being in force to any workmen or to the representative of arty deceased or incapacitated workmen.
- e) The contractor also indemnifies the Employer against all claims which may be made upon the Employer for acts during the currency of this contract by the Central/State Government or local Municipal authorities for the non Compliance of any laws, regulations, rules pertaining to wages act, safety act in force and any amendments thereof in respect of all labour and apprentices directly or indirectly employed in the work Under this contract.
- f) The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation cost, charges and/or expenses arising or accruing from or in respect of any such claim and / or damages as aforesaid from any sum or sums due or to become due to the contractor or security deposit.
- g) The contractor shall indemnify the Employer against any action, claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against the Employer in respect of any such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom. Provided that the contractor shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the said Employer or his authorized representative.

15. Change Orders and Contract Amendments

The Purchaser may at any time, by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:

- (a) Increase or decrease in the quantity required, exercise of quantity opinion clause;
- (b) Changes in schedule of deliveries and terms of delivery;
- (c) The changes in inspection arrangements;
- (d) Changes in terms of payments and statutory levies;
- (e) Changes due to any other situation not anticipated;

No changes in the price quoted shall be permitted after the purchase order has been issued except on account of statutory variations.

No variation or modification in the terms of the contract shall be made except by written

amendment signed by the parties.

16. Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

17. Subcontracts

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the contract.

18. Extension of time.

Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.

If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to liquidated damages Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

19. Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part

(a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or

(b) If the Supplier fails to perform any other obligation(s) under the Contract.

(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices etc as defined in GCC Clause and ITB clause on code of integrity in competing for or in executing the Contract.

In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

- (a) The Performance Security is to be forfeited;
- (b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
- (c) However, the supplier shall continue to perform the contract to the extent not terminated.

20. Force Majeure

Notwithstanding the provisions of GCC Clauses relating to extension of time, Liquidated damages and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

21. Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

22. Termination for Convenience

The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

23. Settlement of Disputes

The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after ten (10) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

(a) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to an Arbitral Bench consisting of three Arbitrators, one each to be appointed by each party and the two Arbitrators shall appoint a third Arbitrator who shall be the presiding Arbitrator. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder for the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrators otherwise decides in the Award.

(b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be

settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

The venue of the arbitration shall be the place from where the purchase order or contract is issued. Notwithstanding, any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

24. Governing Language

The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

25. Notices

Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or and confirmed in writing to the other party's address.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

26. Taxes and Duties

For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.

If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

All payments due under the contract shall be paid after deduction of statutory levies (at source) (like IT, etc.) wherever applicable.

Customs Duty – If the supply is from abroad this Institute is permitted to import goods as per notification No.51/96 – Customs and pay a concessional duty up to 5% as per notification 24/2002 – Customs on all imports.

27. Risk Purchase Clause

If the supplier fails to deliver the goods within the maximum delivery period specified in the contract or Purchase Order, the purchaser may procure, upon such terms and in such a manner as it deems appropriate, Goods or Services similar to those undelivered and the Supplier shall be liable to the purchaser for any excess costs incurred for such similar goods or services.

28. Order Acceptance

The successful bidder should submit Order acceptance **within 7 days** from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited.

29. Conflict of Interest among Bidders/Agents

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (i) they have controlling partner (s) in common; or
- (ii) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
- (iii) they have the same legal representative/agent for purposes of this bid; or
- (iv) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- (v) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.
- (vi) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal.
- (vii) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- (viii) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

30. Correction of Errors:

Arithmetical errors will be rectified as follows. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit or subtotal price shall prevail. If there is a discrepancy between subtotals and the total price, the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

31. Contacting the Purchaser

- (i) From the time of bid opening to the time of contract award, if any bidder wishes to contact the purchaser on any matter related to the bid, he should do so in writing.
- (ii) Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award decisions shall result in rejection of the Bidder's bid.

32. Award of Contract

- (i) Post-qualification
- (ii) The Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the eligibility criteria.
- (iii) The determination will take into account the Bidder's commercial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- (iv) An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next higher evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

33. Award Criteria:-

The Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

34. Notification of Award

- (i) Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing (by registered letter or by email or fax) that its bid has been accepted.
- (ii) The Notification of Award (NOA) will constitute the formation of the Contract.
- (iii) Upon the successful Bidder's furnishing of performance security, the Purchaser will promptly notify the name of the winning bidder to each unsuccessful Bidder and will discharge its bid security.
- (iv) If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

35. Signing of Contract

- (i) At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.
- (ii) Within Ten (10) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

36. General Instructions:

- (a) The Bidders are requested to examine the instructions, terms & conditions and specifications given in the Tender. Failure to furnish requisite information in all respects may result in rejection of the bid.
- (b) Any offer made in responses to this tender when accepted by NIPHM will constitute a contract between the parties.
- (c) The supplier will be fully responsible for any loss in transit and will also be responsible for safe delivery of the goods/stores in good conditions at NIPHM.
- (d) The supplier shall not be entitled to any increase in the rates.
- (e) The Price should be quoted only in Indian Rupees.

- (f) **NIPHM not bound by any personal representation:** The supplier shall not be entitled to any increase in the rates or any other right or claim whatsoever by any representation, explanation or statement or alleged representation, promise or guarantee give or alleged to have been given to him by any person of the NIPHM.
- (g) **The employees of the NIPHM and their near relatives** *i.e.*(*(i) spouse of the individual; (ii) brother or sister of the individual; (iii) brother or sister of the spouse of the individual; (iv) brother or sister of either of the parents of the individual; (v) any lineal ascendant or descendant of the individual; (vi) any lineal ascendant or descendant of the spouse of the individual; (vii) spouse of the person referred to in above (ii) to (vi);]*) are not entitled to participate in this tender. If it is noticed at a later date that this condition is violated, the agreement in consequence of this tender is liable to be cancelled forthwith apart from legal action.
- (h) **Corrupt or Fraudulent Practices:** It is the Government of India policy that Bidders/Suppliers/Contractors under the contracts, observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Purchaser: (a) defines, for the purposes of this provision, the terms set forth below as follows:-
1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
 2. “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a commercial or other benefit or to avoid an obligation;
 3. “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 4. “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 5. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent or collusive or coercive practices in competing for, or in executing, the contract.
 6. After the Public Opening of bids, information related to the examination, clarification, evaluation and comparison of bids and recommendations concerning to the award of contract shall be confidential and shall not be disclosed to other persons not officially concerned with such process.

37. Rates and Prices:

- a. Bidders should quote the rates in the BoQ Document (Price Bid). Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers shall have to be signed in full by the Bidder with date. Price quoted shall be firm and any variation in rates, prices or terms during validity of the bid shall result in forfeiture of EMD.
- b. The rates quoted should be inclusive of all other charges associated with the completion of the services **(excluding GST)**.
- c. **GST applicable will be paid based on the prevailing rates of Govt. of India from time to time with respect to above items upon submission of Tax Invoice by the agency after supply of the items.**
- d. The GST taxes where legally leviable and intended to be claimed should be distinctly shown in the Tax Invoice submitted by the Seller after supply of the items. Where this is not done it will be treated that the price is inclusive of GST. GST registration No. and date of its validity

should be indicated. The firm must quote their TIN No., PAN No., (IT returns) etc. in the quotation (attested copies to be enclosed).

- e. The percentage of GST, surcharge, if applicable and other levies legally leviable and intended to be claimed should be clearly indicated in the tax invoice submitted by the agencies after supply of the items. Where this is not done, no claim on these accounts would be admissible later.
- f. Price quoted in the price bid shall be final and no further claims over and above the price quoted by the bidder shall be payable by NIPHM unless and otherwise agreed mutually in writing and bidder should undertake to supply goods at NIPHM at his cost.
- g. The rates should be mentioned clearly in both figures and words for each item in the quotation. If there is any variation in figures and words, rates quoted in words will be taken in to consideration. The overwriting, cutting, erasing, if any should clearly be indicated duly attested.
- h. The Price should be quoted only in Indian Rupees.

38. Terms of Payment:

- j) Payment will be released within **30 days** after completion of the work and final acceptance by the officer to that effect subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.
- k) All the payment shall be made by Cheque/DD/RTGS/NEFT after supply and final acceptance by the designated officer.
- l) 100% payment of the contract price shall be paid on completion of services and delivery at the consignee premises and Certification of goods to be issued by the consignees subject to recoveries, if any, either on account of defects/ deficiencies not attended by the supplier or otherwise and upon the submission of the following documents:
- m) The Supplier/firm should submit the invoice in triplicate. The invoice should contain the GST registration number and there should not be any overwriting/cuttings/corrections. An advance stamped receipt should be enclosed along with invoice.
- n) Two copies of packing list identifying contents of each package.
- o) The supplier shall not claim any interest on payment under the contract.
- p) Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the supplier rates as notified from time to time.
- q) The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfilment of other obligations stipulated in the contract.
- r) While claiming the payment, the supplier should certify in the bill/invoice that the payment being claimed strictly in terms of the contract and all obligations on the part of the supplier for claiming the payment have been fulfilled as required under the contract.
- s) Payment shall be made in currency as indicated in the contract.

24. Statement showing the list of branded items to be used

SNo	Name of the Item	Compliance Yes/No
1	Atta Aashirvaad	
2	Atta Pillsbury	
3	Atta Patanjali	
4	Atta Annapurna	
5	Corn Flakeskelloggs	
6	Ragi flakes soulfull	
7	Wheat flakes kelloggs	
8	Oats kelloggs	
9	Oats pantanjali	
10	Oats Quaker	
11	Oats Bagrrys	
12	Oats saffola	
13	Basmati Rice Kohinoor	
14	Basmati Rice Alwisam	
15	Basmati Rice Patanjali Shaki XXL	
16	Basmati Rice Patanjali Tiber	
17	Basmati Rice India Gate	
18	Basmati RiceFortune Every Day	
19	Basmati RiceDaawat Dubar	
20	Sona Masoori Rice (one year old)	
21	Kissan Mixed Fruit Jam	
22	Urad Panjabi papad	
23	Tomato Ketchup Maggi	
24	Tomato Ketchup Patanjali	
25	Tomato Ketchup Kissan	
26	Metro Milk Bread	
27	Britannia bread	
28	Britannia bread	
29	Amul Butter	
30	Heritage Butter	
31	Britannia Butter	
32	Milk Mist paneer	

33	Jersey Curd	
34	Amul Fresh Cream	
35	Amul ice Cream Vanilla/strawberry	
36	Amul ice Cream Vanilla/strawberry	
37	Amul ice cream butter scotch	
38	Kwality ice cream vanilla/strawberry	
39	Kwality ice cream butter scotch	
40	Baskin robbins i/C vanilla	
41	Baskin robbins i/C Strawberri	
42	Masquati I/C vanilla/strawberry/butterscotch	
43	Scoops I/C butter scotch	
44	Scoops I/C vanilla /strawberry	
45	Heritage I/C vanilla /strawberry	
46	Heritage I/C butterscotch	
47	Cream Pot Butterscotch i/C	
48	Aro Chocolate I/C	
49	Chef Kesar pista I/C	
50	Everest garam masala	
51	Eastern Garam masala	
52	catch Garam masal	
53	MTR- garam masala	
54	BSf- garam masala	
55	BSF Coriander powder	
56	BSF Chilly powder	
57	BSF Turmeric powder	
58	BSF sambar Powder	
59	BSF Chat Powder	
60	Red label Tea	
61	Tata Tea Gold	
62	Fine Life Tea Powder	
63	Taj Mahal Tea Bag	
64	Nes Café	
65	Bru Coffee	
66	Everyday Milk Powder	
67	Everyday Dairy Creamer (3g pk)	
68	Amul Everyday Creamer (3g Pk)	

69	Natural sun Flower Oil	
70	Fortune/Freedom Sun Flower Oil	
71	Vijaya sunflower oil	
72	Gold Drop sunflower oil	
73	Healty Heart sunflower oil	
74	Jersey Ghee	
75	Durga Ghee	
76	Soya Sauce- Meal Time	
77	Chilli Sauce meal time	
78	Fine Life Soya Sauce	
79	Sunfeast moms magic rich butter	
80	Karachi/Bikaner/Nilofer/Shalimar/ Subhan bakery Biscuits	
81	Milletts biscuits of reputed brands	
82	Harpic	
83	Sanifresh	
84	Domex	
85	Aro Disintectant (surface cleaner)	
86	Lysol Disintectant (surface cleaner)	
87	Mr Muscle (kitchen Claner)	
88	Aro Utensil Cleaner	
89	Vim Dish Wash	
90	Fine Life hand wash	
91	Dettol Hand wash	

The agency shall submit the above (i.e. compliance yes/no) along with technical bid document with signature and stamp.

26.

Sample Menu

Break Fast								
Sl. No.	Item / Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	Tea/Coffee	Bed-Tea, Coffee @ 06.00 to 07.00 A.M on all days						
2	South Indian	Idly with Coconut / Groundnut Chutney	Uttapam with Coconut/ Groundnut Chutney	Idli Coconut /Groundnut Chutney	Pongal with chutney	Idli Coconut /Groundnut Chutney	Uttapam with Coconut/ Groundnut Chutney	Vada / Dosa with Sambar and Coconut Chutney
3	North Indian	Aloo Paratha with Sabji, Pickle and Curd	Khulcha with Sabji	Choley Batura	Gobi Paratha with Sabji, Pickle and curd	Poori with Sabji	Chole Batura	Paneer Paratha with Sabji, Pickle and curd
4	Bread Item	Sandwich Brown Bread/ plain Bread with Jam and butter on all days						
5	Cornflakes	Cornflakes/Muesli with hot/cold milk on all days						
6	Tea/Coffee	Tea & Coffee on all days						
Evening Snacks								
Sl. No.	Item / Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	Tea/Coffee	Tea & Coffee on all days						
2	Snacks	Vegetable cutlet	Aloo Pakoda/Onion Pakoda/Palak Pakoda/Mix Pakodas	Masala Vada	Aloo Bonda	Mirchi Bajji/ Punugulu	Samosa	Grilled Sandwich with appropriate sauce or chutney

Lunch

Sl. No	Item / Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	Salad	One fresh Vegetable Salad :Cucumber, Carrot, Beertroot, Tomato, Corainder, Lettue, Onion on all days						
2	Bread Item	Chapati	Poori	Phulka	Poori	Phulka	Phulka	Poori
3	Papad	Papad on all days						
4	Pickle / Chutney	Gongoora Chutney	Mango Pickle	Cucumber Chutney	Mixed Pickle	Tomato Chutney	Gongoora Chutney	Ridge Gourd Chutney
5	Plain Rice	Plain Rice on all days						
6	Wet Curry	Dal Makhani	Mutter Paneer	Paneer Butter Masala	Choley Masala	Shahi Paneer	Palak Paneer	Kadai vegetable (wet)
7	Dry Curry	Brinjal	Bhendi	Bitter Gourd	Mixed Veg	Mutter Aloo	Baby Corn	Cauliflower
8	Sambhar/ Rasam	Sambhar	Sambhar		Sambhar	Rasam	Sambhar	Sambhar
9	Special Rice/ Special Curry			Chicken Biryani + Mirchi ka Salan + Raitha + One Vegetarian Special Rice*	Chicken Wet Curry + Vegetarian special curry **			Egg curry + Corn Palak Curry
10	Lentil Items	Palak Dal (Spinach)	Tomato Dal	Dal Fry	Methi Dal	Thota kora Dal (Amaranthus)	Tomato Dal	Red Sorrel leaf Dal/Gongoora Dal
11	Plain Curd	Plain Curd on all days						
12	Dessert	Banana+Apple+ Pine apple	Gulab Jamun	Butter Scotch	Banana+Grapes+Apple + Water melon	Basamdi	Vanilla	Banana+Muskmelon +Watermelon

* Fried Rice/Peas Pulao/Vegetable Pulao/Vegetable Biryani/Zeera rice/Bisibellabath
** Aloo Palak/Aloo Dum curry /Kadai Paneer/Methi Chaman/Butter Kaju Masala

Dinner								
Sl. No.	Item / Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	Salad- One fresh Vegetable Salad	Cucumber, Carrot, Beertroot, Tomato, Corainder, Lettue, Onion on all days						
2	Bread Item	Phulka	Phulka	Chapati	Phulka	Chapati	Phulka	Phulka
3	Papad	Papad on all days						
4	Pickle / Chutney	Gongoora Chutney	Mango Pickle	Cucumber Chutney	Mixed Pickle	Tomato Chutney	Gongoora Chutney	Ridge Gourd Chutney
5	Plain Rice	Plain Rice on all days						
6	Wet Curry	Rajma	Paneer Butter Masala	Kadai Paneer	Mutter Paneer	Rajma	Choley Masala	Dal Makhani
7	Dry Curry	Mutter Aloo	Baby Corn	Cauliflower	Bhendi/ Capsicum	Ivy Gourd	Brinjal	Ridge Gourd/ Ivy Gourd
8	Sambhar/ Rasam	Rasam	Sambhar	Sambhar	Rasam	Sambhar	Sambhar	Rasam
9	Special Curry		Egg Curry + Corn Palak Curry					
10	Lentil Items	Ridge Gourd Dal	Fenugreek leaves Dal	Palak Dal	Amaranthus Dal	Dal Fry	Palak Dal	Amaranthus Dal
11	Plain Curd	Plain Curd on all days						

12	Dessert	Gulab Jamun	Watermelon+ Muskmelon+Papaya	Mango+Grapes+ Banana	Rasgullas	Vanilla	Grapes+ Watermelon+ Papaya	Butter Scotch
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STANDAR FORMATS**ANNEXURE – II****BID SECURITY DECLARATION FORM**

Date: _____

Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of **TWO years** from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

PERFORMANCE SECURITY BANK GUARANTEE

(unconditional) Date: [*insert: date*]

IFB: [*insert: name or number of IFB*]

Contract: [*insert: name or number of NOA/Contract*]

To: [*insert: name and address of Purchaser*]

Dear Sir or Madam:

We refer to the Contract Agreement (“the Contract”) signed on [*insert: date*] between you and [*insert: name of Supplier*] (“the Supplier”) concerning the supply and delivery of [*insert: a brief description of the Goods*]. By this letter we, the undersigned, [*insert: name of bank*], a bank (or company) organized under the laws of [*insert: country of bank*] and having its registered/principal office at [*insert: address of bank*], (hereinafter, “the Bank”) do hereby jointly and severally with the Supplier irrevocably guarantee payment owed to you by the Supplier, pursuant to the Contract, up to the sum of [*insert: amount in numbers and words*].

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Supplier to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Supplier to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Contract. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

This guarantee shall expire no later than the ____ day of _____, 2____, and any demand for payment under it must be received by us at this office on or before that date (***Valid for 60 days beyond all contractual obligations including warranty obligation***)

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Supplier, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

Signed: _____

Date: _____ in the capacity of: [*insert: title or other appropriate designation*]

Common Seal of the Bank:

CONTRACT AGREEMENT FORM

THIS AGREEMENT made the Day of..... , 20... Between(Name of purchaser)of ... (Country of Purchaser) (hereinafter called “the Purchaser”) of the one part and ... (Name of Supplier) of ... (City and Country of Supplier) (hereinafter called “the Supplier”) of the other part :

WHEREAS the Purchaser is desirous of engaging the services provider in respect of catering services at hostels of Purchaser at Rajendranagar for consideration to be mutually agree upon by the parties. Whereas the Institute is desirous of appointing (Name of supplier) as its service provider to provide catering services as per the contract document and the contractor is desirous of being appointed thus. Now this agreement witnesses that in consideration of the above and of the covenants of the parties contained herein, the Institute hereby engages (Name of Supplier) as its contractor for providing the services, the scope of which is specified in the contract document which is accepted by the contractor on the mutual terms and conditions

The period of contract is commencing from _____ to _____. The agreement shall automatically ceases from _____ unless further on mutual agreement by NIPHM and the Service provider.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) Instruction to bidder
- (c) General Conditions of Contract
- (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
- (e) The Supplier’s Bid and original Price Schedules
- (f) The Schedule of Requirements
- (g) The Purchaser’s Notification of Award

2. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars (i.e. terms & conditions of the contract, rates etc.) of the services which shall be supplied/ provided by the Supplier are **enclosed at Annexure-I.**

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signature on behalf of (Name of Supplier)
Designation

Signature on behalf of (Purchaser name)
Name & Designation.....

Witness: Name & Address

- 1.
- 2.

28.

FORMAT FOR AUTHORISATION LETTER

सेवा में/To,

रजिस्ट्रार/ The Registrar,
 राष्ट्रीय वनस्पति स्वास्थ्य प्रबंधन संस्थान
 National Institute of Plant Health Management,
 राजेन्द्रनगर/ Rajendranagar,
हैदराबाद/Hyderabad-500 030.
 तेलंगाना /Telangana,

महोदय/महोदया
 Sir/Madam,

हम एतद्वारा ----- को बोली(बिड)
 प्रस्तुत करने एवं भाग लेने हेतु तथा प्रस्तुत किए गए संविदा संदर्भ ----- पर हस्ताक्षर करने
 के लिए प्राधिकृत करते हैं। इस संबंध में उनके द्वारा लिया गया कोई भी निर्णय हमें स्वीकृत है।

We hereby authorise _____ to submit a Bid and subsequently
 participate and sign the contract submitted against the Ref.:
 _____. We hereby accept his decision taken, if any, in this
 regard.

(कंपनी के मोहर सहित निविदाकार के हस्ताक्षर एवं दिनांक)
 (Signature for and on behalf of the Company)

Place:

दिनांक/Date :

29.

FORMAT FOR UNDER TAKING

UNDERTAKING

- a. मैं/हम वचन देता हूं /देते हैं कि मैंने/हमने सभी निबंधन एवं शर्तों को सावधानीपूर्वक अध्ययन कर लिया है एवं रावस्वाप्रसं (एनआईपीएचएम) के प्रस्तावित आपूर्ति संबंधी मानदण्डों को समझ लिया है तथा उल्लिखित सभी मानदंडों का अनुपालन करूंगा/करेंगे।

I/We undertake that I/We have carefully studied all the terms and conditions and understood the parameters of the proposed supplies of the NIPHM and shall abide by them.

- b. मैं/हम यह भी वचन देता हूं/ देते हैं कि मैंने/हमने “दिनांक----- के निविदा के संलग्नक-IIमें उल्लिखित आपूर्ति करने संबंधी मानदण्डों एवं तकनीकी विनिर्देशन विशिष्टि” को समझ लिया है एवं “आपूर्ति संबंधी मानदण्डों एवं विनिर्देशन विशिष्टि” के अनुसार आपूर्ति करूंगा/करेंगे”।

I/We also undertake that I/We have understood “Parameters and Technical Specifications for making the supplies” mentioned in Annexure-IIof the Tender dated _____ and shall make the supplies strictly as per these “Parameters and Technical Specifications for the supplies”.

- c. मैं/हम आगे यह भी वचन देता हूं / देते हैं कि इस निविदा में सभी संदर्भों में दी गई सूचनाएं मेरी अधिकतम जानकारी के अनुसार सही और सत्य है एवं मैं/ हम इसके प्रति पूरी जिम्मेदारी लेता हूं /लेते हैं। तथा फर्म/ कंपनी किसी भी सरकार कार्यालय / मंत्रालय / विभाग / पीएसयू / प्रतिष्ठित संगठन और बैंक आदि द्वारा काली सूची में सूचीबद्ध नहीं किया गया है।

I/We further undertake that the information given in this tender is true and correct in all respect and we hold the responsibility for the same and the firm/ Company has not been black listed by any Govt. office/ministry/Department/PSUs/ reputed organization and Banks etc.

दिनांक :

(कंपनी के मोहर सहित निविदाकार के हस्ताक्षर एवं दिनांक)

Dated at (Dated signature of Bidder with stamp of the firm)

Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION :

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Click here to Enroll**" on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address **and** mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sift' / TCS / nCode / eMudhraetc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS:

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

PREPARATION OF BIDS : 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard

documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS :

1) Bidder should log into the e-procure website well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details(such as name of the bidder). No other cells should be changed. Once the

Details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

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

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.