

BID DOCUMENT

CATEGORY – CATERING

Providing and Facilitating the Catering Services

In

**Indian Institute of Science Education and Research-Kolkata
(IISER-K)**



**INDIAN INSTITUTE OF SCIENCE EDUCATION AND
RESEARCH-KOLKATA (IISER-K)**

*Mohanpur Campus, PO, BCKV Campus Main Office,
Mohanpur, 741252, Dist. Nadia, West Bengal*

Tel. No.033-25873019, Fax No.033-25873020

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH- KOLKATA (IISER-K)

*Mohanpur Campus, PO, BCKV Campus Main Office,
Mohanpur, 741252, Dist. Nadia,*

TENDER DOCUMENTS

NO.IISER-K/CS/02/2011/: Catering services including day-to-day supply of food in breakfast, lunch, dinner etc. to be cooked and served in the Institute's canteens at IISER-K.

Name of Work	Catering services including day-to-day supply of food in breakfast, lunch, dinner etc. to be cooked and served in the Institute's canteens at IISER-K on contract yearly/monthly basis.
Period of sale of Bidding Document	From 20/05/2011 to 10/06/2011
Last Date and Time for receipt of Bids	10/06/2011 up to 01.00 PM.
Date and Time of Opening of Bid	10/06/2011 at 05.00 PM.
Place of Opening of Bid	Indian Institute of Science Education & Research (IISER-Kolkata) Mohanpur Campus, PO,BCKV Campus Main Office,Mohanpur-741252,Dist.Nadia, WB
Officer Inviting Bid	Registrar, IISER-Kolkata



INVITATION FOR BID

Bid No. : IISER-K/CS/02/2011

Date: 20/05/2011

The Institute invites bids from experienced Service Providers for providing & facilitating Catering Services of Indian Institute of Science Education and Research-Kolkata (IISER Kolkata) at Mohanpur on Contract basis.

Interested Service Providers are requested to download the tender document from Institute's website at www.iiserkol.ac.in and submit sealed bid along with Tender Fee of Rs.500/- & EMD of Rs.25,000/- in the form of DD in favour of IISER-Kolkata payable at Kolkata addressed to the Registrar, IISER-Kolkata within 10/06/2010 on or before 01.00 PM.

INFORMATION TO BIDDER FOR OBTAINING BID DOCUMENT

1. Bidding document can be obtained by the prospective bidder on payment of Rs.500/- through Demand Draft only in favour of "IISER-Kolkata" payable at Kolkata from the Institute (IISER-Kolkata, Mohanpur Campus, PO, BCKV Campus Main Office, Mohanpur, 741252, Dist. Nadia) from 20/05/2011 during working hours (Institute observes Saturday & Sunday as weekly holiday.) or can be downloaded from our website www.iiserkol.ac.in.
2. Bid must be delivered to Institute on or before 01.00 P.M. on 10/06/2011 at the aforesaid address and will be opened on the same day at 05.00 PM, in the presence of the bidders who wish to attend.
3. Other details can be seen on Bid document.
4. The Institute has the right to reject any or all Bids without assigning any reason.

**Registrar
IISER-Kolkata**

TECHNICAL BID

“A”

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH- KOLKATA (IISER-K)

*Mohanpur Campus, PO, BCKV Campus Main Office,
Mohanpur, 741252, Dist. Nadia,*

Indian Institute of Science Education & Research-Kolkata, invites bids from qualified and experienced caterers, sealed item rate tender for providing "**Day to day catering services**" at its Hostels/Office Canteens at IISER-K.

Qualification of the Bidder

- a. The bidder having qualification and experience in catering services in reputed offices, hostels, resorts, Govt. / public / private sector or corporate guest houses etc. for a period of not less than three years shall only be considered.
- b. The Bidder must have Valid Trade License for executing Catering Services in the State of West Bengal.
- c. The annual turnover of the Bidder shall not be less than Rs.2 lakhs per annum during the last 3 years (2008-09 to 2010-11).
- d. The Bidder who meets the requirements/conditions as defined in BID document shall only be qualified.

PROFILE OF ORGANISATION

1. Name and address of Firm/ Organization with telephone, fax and email :
2. Status of the Firm / Organization (support the documents) : Proprietary / Partnership/Private/ Government / Joint Venture / Other (specify)

3. Valid Trade License Certificate No. :
4. P.F.Code No. :
5. Service Tax Registration :
6. EPF & ESI No. :
7. Year of Establishment :
8. Activities/ Services Offered :
9. Name of the Proprietor/ Head of Organization :
- 10 The Bidder having experience in catering services in prestigious, reputed Govt./Public sector offices a for a period of not less than 3 years. (use additional sheet if required)

Sl. No.	Work Order, Location of the work and name of the organisation/institute	Period	Total Value of work	Name & contact of the client

11. Value of Services

Particular	Financial Year	Value (Rs lac)
Total value of work performed in the last three years	2008-09	
	2009-10	
	2010-11	

Date:
Place:

Seal

“B”

Instruction to Bidder

B.1 Submission of Bid

B.1.1 One complete set of Bid Document including specification and proposed forms is issued to each bidder. Bid / offer shall be prepared by typing or printing/writing with indelible black ink in the proposal forms. The tender in original forms only shall be submitted by the bidder.

B.1.2 Bidder is advised to submit the BID strictly in accordance with the terms and conditions and specifications contained in the BID DOCUMENT and not to stipulate any deviation or condition. The Institute reserves the right to reject any BID containing deviations to the terms, conditions and requirements stipulated in the BID document.

B.1.3 BID shall be submitted in a sealed envelope superscribing “Tender for Catering Services” Ref. No. IISER/CS/02/2011. The full name, postal address and telephone number, FAX number & Email (if available) of the Bidder shall be written on the bottom left hand corner of the sealed cover. The bidder has the option of sending the BID by registered post, or submitting the BID in person, so as to be delivered on or before the date and time set out for the same. Bids submitted by FAX will not be accepted. The Institute will be not responsible for the loss of BID or delay in postal transit. Late receipts of BID shall not be considered.

B.1.4 **The BID, so submitted shall contain the following:**

- i) Completed Tender Document (as per format “C” and Schedule of Rates).
- ii) Earnest Money Deposit.
- iii) Details like monetary value, clients, and proof of satisfactory completion should be submitted for establishing eligibility.
- iv) PAN Registration Copy (PAN), Latest Income-Tax clearance certificate & Service Tax Registration.
- v) Valid Registration with concerned Local body/Govt. agencies like certificate of registration, trade license etc.
- vi) Performance certificate from the past & present employers.
- vii) The Bidder having experience in catering services in prestigious, reputed Govt./Public sector offices a for a period of not less than 2 years.
- viii) The Bidder must be registered under EPF & ESI Regulations.
- ix) The annual turnover details for the last 3 years with documentary evidence of adequate financial standing i.e. Profit & Loss Account Statement/Income Expenditure Statement, Balance Sheet with supporting schedules, if any, etc.

B.1.5. The BID will be opened at the time and date so fixed, in the presence of authorized representatives of the bidders. However, only one

representative of each bidder shall be permitted to attend the bid opening.

B.1.6. The BID received after the time and date so fixed for the receipt of BIDs, shall not be considered.

B.2. BIDS

B.2.1. Language of BID(S)

All information in the BID shall be furnished in English. Information in any other language shall be accompanied with its translation in English. Failure to comply with this condition shall disqualify a BID.

B.2.2. Signature on BID(S)

- i. The BID must contain the name, residence and place of business of the person or persons submitting the BID and must be signed and sealed by the bidder with his usual signature. The names of all persons signing should also be typed or printed below their signatures.
- ii. BID by a partnership firm / consortium of firms must furnish names of all partners and be signed in the partnership name, followed by signatures and designations of authorized partners or other authorized representatives. The copy of partnership deed / consortium agreement should also be furnished.
- iii. BID by a corporation / company must be signed in the legal name of the corporation / company, by the President / Director or by the Secretary or other person, or persons authorized to bid on behalf of such corporation / company with seal of the corporation / company.
- iv. Satisfactory evidence of authority of the person signing on behalf of the bidder be furnished.
- v. The bidder's name stated in the BID shall be exact legal name of the firm /company / corporation etc. as registered or incorporated.

B.2.3. Correction in BID

All changes / alteration / corrections in the BID shall be signed with date in full by the person or persons signing the BID. **No erasing / or overwriting is allowed.**

B.2.4. Transfer of BID documents / BIDS

Transfer of BID document purchased by one bidder to another is not permissible. In case the bidder transfers the BID or modifies / withdraws during the period of validity, his EMD shall be forfeited.

B.2..5. Validity of BID

Bid submitted by bidder shall remain valid for acceptance for a period of 90 (ninety) days from the date of opening of the BID. Bidders shall not be entitled during the said ninety days' period to revoke or cancel the BID or to vary the same or any term thereof without the consent in writing of the Institute. In the event of the bidder revoking the BID or varying any term in regard thereof the bidder's EMD shall be forfeited.

B.2.6. Right of the Institute to accept or reject the BIDs

The right to accept the BID, in full or in part shall rest with the Institute. However, Institute does not bind itself to accept the lowest BID and reserves to itself the authority to reject any or all the BIDS received without assigning any reason whatsoever. BIDS, in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be summarily rejected. Bids not meeting the BID evaluation criteria as stipulated in the document shall be summarily rejected. In case of any agency that has previously provided to IISER-K, such services should have provided it satisfactorily in the sole opinion of IISER-K, failing which the bid can summarily be rejected.

B.2.7. Signing of the Contract

The successful bidder shall be required to execute a Contract Agreement on a non-judicial stamp paper of Rs. 50.00 (Rs. Fifty only) within fifteen days of the issue of the Letter of acceptance of BID. In the event of failure on the part of the successful bidder to sign the Contract within the above stipulated period, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.

“C”

FORMAT FOR SUBMISSION OF BID:

To:

Indian Institute of Science Education & Research-Kolkata
Mohanpur Campus, PO: BCKV, Campus Main Office
Mohanpur Campus – 741252.
Dist: Nadia

Subject: BID for “Catering Services” on contract yearly/monthly basis at Indian Institute of Science Education & Research-Kolkata,

- 1) Having carefully examined all the BID Documents attached to your invitation to BID no. IISER-K/CS/02/2011 we offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
- 2) We enclose Rs. 25,000/- herewith as Earnest Money Deposit in form of Demand Draft no. _____ dated _____ issued by in favour of **Indian Institute of Science Education & Research-Kolkata**, payable at **Kolkata**
- 3) We certify that we have carefully read each and every conditions and the scope of work given in the BID document and having understood the same we confirm our acceptance in without any condition or deviation.
- 4) We agree to keep the BID valid for 60 (sixty) days from the last date of opening of the BID and the period shall remain binding. We also understand that we shall not withdraw this BID during this period of 60 (Sixty) days and in the event of default the Institute shall have the right to forfeit the EMD.
- 5) Should this BID be accepted we hereby agree to abide by and fulfill all terms and conditions of the BID document and in default thereof to forfeit the earnest money deposit. We understand that the Institute is not bound to accept the lowest BID received, fully or in part thereof.
- 6) Unless and until a formal CONTRACT is prepared and executed, this BID together with written acceptance of tender thereof shall constitute a binding CONTRACT between Institute and Ourselves.
- 7) We hereby submit our offer and enclose two separate sealed envelopes (i) Technical Bid & (ii) Financial Bid.

For and behalf of:

(Name in full)

(Signature of the Contractor)
(Seal)

DEFINITION OF TERMS

In this contract (as hereinafter defined) the following words and expressions shall have meanings hereby assigned to them, except where the context otherwise require.

- C.1 The **Institute** shall mean Indian Institute of Science Education & Research-Kolkata with its premises located at Mohanpur and shall include its authorized representatives, successors and assignees.
- C.2 The **Caterer** shall mean the person or persons, firm or company or corporation or consortia of firms or companies, whose BID has been accepted by the Institute and includes the Caterer's legal representatives, his successors and permitted assignees.
- C.3 The **BID / Tender** shall mean the proposal/offer along with the supporting documents, submitted by the bidder for consideration by the Institute.
- C.4 The **BID / Tender document** shall mean the documents issued by the Institute to prospective bidders, containing various terms and conditions, scope of work, any requirements etc. or generally laid and in various sections spelling out the basis, procedure, modes, methods and formalities of the bidder to prepare their BIDs, for submission to the Institute. The BID documents shall include the invitation to BID, instructions, proposal forms and all addenda / corrigenda / amendments issued by the Institute.
- C.5 The **letter of acceptance of BID** shall mean an official invitation from the Institute to successful bidder to the effect that his / their BID has been accepted in accordance with the provisions contained therein.
- C.6 The **work** shall mean and include all works to be executed, all items and things to be provided / done and service and activities to be performed by the Caterer in accordance with the contract.
- C.7 The **Contract** shall mean the agreement between the Institute and the Caterer, duly signed by the parties to the agreement, through their authorized representatives, for the execution of the work included in the BID document, letter of acceptance of BID, agreed variations to the BID documents if any. Schedule of rates and other relevant documents submitted by the Caterer and as accepted by the Institute.
- C.8 The **Month** shall mean the calendar month according to the Christian calendar. **Day** unless herein expressly defined otherwise shall mean Christian calendar day of twenty four hours.

ARTICLE -1

CATERING SERVICES

- 1.1 To provide breakfast, lunch, evening tea / snacks and dinner at the rates specified in the schedule of rates.
- 1.2 Cooking appliances such as empty large size refrigerators (2 nos.), water cooler, toaster (small), micro-wave oven, spice grinder, servicing utensils, crockery and spoons & forks etc. shall be provided by the Institute.
- 1.3 The Caterer shall provide the consumables such as food articles, cooking gas, cleaning materials etc. No cooking shall be permitted on electrical heaters. The Caterer shall replace immediately all the crockery etc. if the supplied one has been broken, misplaced at his own cost, with the same type, color, brand and quality. In any case, no utensils or crockery is to be replaced by the Institute.
- 1.4 On special occasions, conferences, meetings, seminars, Institute's program etc. the menu will be identified by the Canteen Committee/Program Coordinator/Faculty/ Officer etc. and the rates for the same will be approved by the Competent Authority of the Institute. On approval, the Caterer shall make all necessary arrangements for tea / snacks / lunch / dinner etc.
- 1.5 Coffee / tea / soft drinks shall be provided by the Caterer on demand between 07.00 hrs. to 22.00 hrs. and shall be served in the dining hall only.
- 1.6 The tea spoons, table spoons, forks, knives, stainless steel tumbler glass, bowls etc. should be counted once in a month and details list of items should be provided to the representative of the Institute on quarterly basis.
- 1.7 After every meal (breakfast, lunch, evening tea and dinner) all the plates, cups, bowls, water glass, spoons, forks, knives etc., are to be cleaned in soap solution and hot water and dried and kept ready for next meal. All the vessels used for cooking also should be washed in soap solution and hot water and should be available for use for cooking the next meal. The cleaning material supplied should be of quality approved.
- 1.8 Dining hall should be washed with water and soap solution and mopped, after every meal.
- 1.9 Cooking should be done only in the designated area(s). Kitchen to be kept clean always and should be washed after cooking every meal with water and soap solution.

- 1.10 Water Coolers and purifier should be cleaned and maintained as per the instructions by the authority.
- 1.11 Transport of food from Kitchen/designated area to the dining halls/venue to be arranged by the Caterer at his own cost.

**DEPLOYMENT OF MANPOWER FOR
CATERING AND GENERAL MAINTENANCE**

- 1.12 The Caterer shall provide the required number of personnel of various categories mentioned in the BID documents. [See Clause 2.19].
- 1.13 The Contractor shall fulfill all statutory requirements pertaining to minimum wages and other statutory benefits like ESI, EPF, etc., and proper account of payments including minimum wages being made to the workers of the agency. The Contractor shall be solely responsible for any failure to fulfill the statutory obligations and shall indemnify the Institute against all such liabilities, which are likely to arise out of the agency's failure to fulfill such statutory obligations.
- 1.14 Where counter terms and conditions, printed or cyclostyled conditions have been offered by the Contractor, the same shall not be accepted by the Institute, unless a specific written acceptance thereof is obtained.
- 1.15 If the Contractor fails to carry out the Jobs as per the terms and conditions agreed upon, he is liable for forfeiture of EMD/Security Deposit in additions to penalty.
- 1.16 The Contractor shall be solely responsible either for any injury, damage, accident to the workman employed by the agency or for any loss or damage to the equipment/property in the areas of work as a result of negligence/carelessness of its workers.
- 1.17 The workers employed by the Contractor shall wear clean & properly ironed uniform and name badge, which is provided by the Contractor and the agency, shall be responsible for the discipline of his workers. **The workers are not employees of the Institute** and shall not have any claim whatsoever on the Institute and shall not act detrimental to the interest of the Institute. Workers shall not form union or carry out trade union activities in the campus.
- 1.18 No accommodation will be provided in the campus for the workers and the Contractor shall make their own arrangements.

ARTICLE -2

GENERAL CONDITIONS

- 2.1 **Quality of Food**: The Caterer must ensure categorically that all cooking materials for example, vegetables, eggs, fish, milk, meat, fruits etc. must be fresh for the preparation of every meal (lunch and dinner) and this has to be maintained every day. In no situation the left over food of one meal should be used in the next meal. The cooking oil should comprise Mustard, Sunflower and Soyabean/rice oil and shall be used for respective items of the menu. However, used oil for frying in one item should not be used later.
- 2.2 **Taste of food and Oil used**: Foreigners frequently visit the Institute, and also members of staff/students who would be the daily consumer do not prefer too much spicy food. So, the food should not be too much spicy. Minimum red chili should be used while cooking food. Good quality oil (cholesterol-free) of standard brand such as, Nature Fresh, should be used in all food preparations. [See 2.1]
- 2.3 **Cleaning**: (i) Every morning the Caterer's staff should thoroughly wash and clean the kitchen and the cooking, storage areas as well as the entire Dining Room. The cleaning should be done after every meal. The Institute will not provide any staff for this purpose.
(ii) Every meal should be served with very carefully cleaned and dry plates, glasses, bowls, spoons, forks etc.
- 2.4 **Vegetarian and Non-Vegetarian**: food items should not be mixed up in any case and must be separately served.
- 2.5 **Selection of Personnel**: Selection of canteen staff should be made only after approval of the Competent Authority. The job being sensitive, the Contractor should take appropriate care of selecting his staff in the Canteen.
- 2.6 **Behaviour**: The Canteen staff should try to avoid in all possible ways to be engaged in any altercation / quarrel with the users of the Canteen. Any dissatisfaction should be communicated to the Competent Authority through the Caterer only in writing.
- 2.7 It is the duty of the Caterer's staff to switch off and on the electrical appliances (e.g. lights, fans etc.) in exact times (to be mentioned later) in the Canteen when it will be ready.
- 2.8 Lunch and dinner shall be served in the canteen between 13.00 to 14.30 hrs. and 20.00 to 21.30 hrs. respectively. Any change of timings shall be communicated to the Caterer in advance and the Caterer must make arrangements to serve food at the new timings.
- 2.9 The Caterer shall employ only adult and trained staff with good health and sound mind for catering services. He shall also nominate qualified

and experienced manager / supervisor acceptable to the Institute to take orders, instructions from the Competent Authority of the Institute.

- 2.10 The Caterer will be responsible for all his employees in observing all security and safety regulations and instructions and discipline as may be issued by the Institute from time to time.
- 2.11 Sufficient manpower for smooth functioning of the Canteen shall be provided by the Caterer. In case the Institute observes the deployed canteen staffs are insufficient, the Caterer has to comply immediately the instruction for such deployment of catering staff.
- 2.13 In case the Institute suffers any kind of loss of any nature on account of Caterer or his employees, the Institute shall have the right to recover such losses etc. from security deposit / EMD/ monthly bill etc.
- 2.14 The Institute is in the process of occupying more buildings that may consist of canteen also, to cater the official requirements from time to time, the contractor may be asked to provide their catering services in the additional buildings abiding the same rates and terms & conditions as mentioned in the complete bid document. The IISER-K reserves the right to add and change sites of the Caterer as per requirement of the Institute.
- 2.15 The Contract shall be effective for an initial period of one year, which includes the probation period of two months. This period of Contract may be extended by mutual consent for a further period at the same rate, terms and conditions of the Contract. IISER-K reserves the right to terminate the contract subject to unsatisfactory performance during probation period and further course of action will be at the discretion of the Competent Authority and is binding on the bidders.
- 2.16 The Caterer's staff will not be treated as Institute staff for any purpose whatsoever. The Caterer shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the job. The Institute shall not be liable to any penalty under relevant rules, enactment or related regulations for which the Caterer is responsible under the law.
- 2.17 **Mandatory Clause:** In accordance with the Contract Labour Act, 1970 and Rules 1971:, the Indian Institute of Science Education & Research-Kolkata, is the Principal Employer for all contractors engaged for contractual work on the Campus. The Caterer shall maintain the Minimum Wages Rules set by the Ministry of Labour, Government of India, and in the tender application the categories of the labours to be engaged in the Canteen should be specified as viz. Unskilled, Semi-skilled, Skilled and Highly skilled. The minimum wages rates for these categories, as specified from time to time by the Regional Labour Commissioner (Central), should be taken into consideration at the time of quoting the contract rate.

- 2.18 Sub-Contract: The Caterer shall not appoint any sub-Caterer for the work assigned to him without the written permission of the Institute. No Sub-contracting of the job in full or in part shall be allowed without the official permission from the Competent Authority of the Institute.
- 2.19 The Caterer shall be responsible for fulfilling the requirements of all statutory provisions of relevant enactments viz., Minimum Wages Act, Payment Of Wages Act, Industrial Disputes Act, Payment of Gratuity Act, Contract Labour Act, and all other labour and industrial enactments at his own risk and cost in respect of all staff employed by him and keep the Institute indemnified for any action brought against it for any violation / non-compliance of any of the provisions of any of the acts etc. The Caterer shall maintain all records required to be maintained under the statutory enactment. Competent Authority and his authorized representatives shall be entitled to inspect all such records at any time.
- 2.20 The Caterer shall at his own expenses, take Workman's Compensation Insurance and he shall also obtain from his under writer of such insurance a waiver of subrogation in favour of the Institute. The Caterer shall further at his own expense register claims and pursue realization of all insurance claims. He shall produce proof of such insurance within a reasonable time from the date of issue of letter of acceptance of BID.
- 2.21 The Caterer will purchase and provide the raw materials for various item of good quality for using in the Canteen at his own cost and the Caterer shall abide by the local government bye-laws relating to the sale of food, drinks etc. and shall obtain the necessary license, from the competent authority whenever required.
- 2.22 The Officers/representatives of the Competent Authority along with his authorized representatives will have the right to inspect the kitchen or the place where meals, snacks etc. are prepared and will also have the right to inspect the raw materials to be used for the aforesaid purpose. The Caterer shall keep the kitchen and dining hall always in hygienic order and shall not leave rotten leftover materials inside the kitchen. Caterer's employees shall be prohibited from bathing and washing clothes inside the kitchen.
- 2.23 The Caterer shall obtain specified license from the Regional Labour Commissioner, Kolkata, Govt. of India, within a reasonable time period after the issue of the letter of acceptance of BID for employment of labours in excess of the specified number.
- 2.24 The charges for the food supplied to Guests will be collected by the Caterer from them. In case of official guest(s), the Caterer shall prepare the Bill and get it duly countersigned by the authorized representative of the Institute. Any bill not duly countersigned by the Guest will be liable to be rejected. For official parties the bills are to be countersigned by the Faculty In-charge of the party.

- 2.25 The Caterer shall make his own arrangements for transportation of his employees and goods.

SECURITY DEPOSIT / CONTRACT PERFORMANCE GURANTEE

- 2.26 As part of the Contract the Caterer shall be required to furnish a performance bank guarantee from any nationalized bank in prescribed form, in favor of the Director, Indian Institute of Science Education & Research-Kolkata, within 15 days time from the letter of intent. **The guarantee amount shall be Rs.1,00,000.00 (Rupees One Lakh only).** It shall be the guarantee for the faithful and the due performance of the Contract by the Caterer in accordance with the terms and conditions specified in this Contract. The Institute shall return the performance guarantee to the Caterer without any interest after its expiry subject to the fulfillment of all contractual obligations by the Caterer.

TERMINATION

- 2.27 The Institute shall at any time be entitled to determine and terminate the Contract for any cause including unsatisfactory performance or violation of the terms and conditions of the Contract whatsoever. The notice in writing from the Institute to the Caterer shall be issued giving clear 30 (thirty) days time for such termination without assigning any reason thereof.
- 2.28 The termination of the Contract shall not relieve the Caterer from any of his obligation imposed by the Contract with respect to the work performed by them prior to such termination.

TERMS OF PAYMENT

- 2.29 The Caterer shall deposit the bills of Canteen, Institute's guests or official parties or etc. to the Institute Accounts Section within the seventh day of each month.

TAXES DUTIES AND LEVIES

- 2.30 All taxes, duties levies etc. imposed by the State, Central Govt. and local bodies in connection with this Contract in force at the time of submission of the BID shall be borne by the Caterer.
- 2.31 The Caterer shall be fully responsible regarding the payment of minimum wage. As and when the rate for the minimum wage is changed by the Government the Caterer shall pay the revised rates to his workers as on the date.
- 2.32 The Caterer shall have his own set-up including registration under the relevant laws governing the type of work he is to perform.

- 2.33 The Caterer pay wages directly to the workmen within the 10th day of every month without any intervention of any labor contract. The Caterer shall also ensure that no amount by way of commission or otherwise is deducted from the wages of the workmen which is unjustly.
- 2.34 The Caterer will abide by all the rules and regulations of the labour laws and the rules framed there under and maintain all the registers required under the above mentioned rules and regulations.

PENALTY

- 2.35 Penalty on account of the following shall be levied on the contractor based on the assessment done by the authorised representative/Officer In-charge of the Institute:
- a) Unavailability of complaint register/discouraging the complaints – Rs. 300/-
 - b) Any insect found in the meal would attract fine of Rs. 500/-
 - c) Complaints on account of unclean utensils – Rs. 500/-
 - d) Poor quality of food being served One genuine complaint will attract fine of Rs. 1000/-
 - e) Fine on account of any discrepancy (personal hygiene of workers, kitchen area, dining area etc.) – Rs. 1000/-
 - f) Serving non-branded items or beyond expiry date – Rs 1000/-
 - g) Deduction on account of substandard performance/non-performance of contractual obligation shall be done from regular bills of the Contractor or encashment of the performance bank guarantee.

On frequent supply of poor and sub-standard food, work not done satisfactorily or delay/default in payment to workers etc. the penalty will be imposed by Competent Authority of the Institute. The decision of the CA shall be final and binding on the Caterer.

ARTICLE -3

GENERAL INSTRUCTIONS TO TENDERERS

- 3.1 The bidder prior to quoting may inspect the canteen and apprise himself of the site conditions.
- 3.2 The Institute will not be responsible for any cost or any expenses incurred by the tenderer in connection with the submission and delivery of the tender.
- 3.3 The Institute reserves the right to accept or reject any or all tenders. The Institute reserves the right to award the work to other than the lowest bidder. Also the Institute reserves the right to split the job among one or two successful bidders.

SUBMISSION OF BIDS

- 3.4 The rates quoted in the "**Schedule of Rates**", should be on "**not exceed**" basis. No escalation in prices shall be allowed at a later stage. No conditional discount in the price bid shall be allowed.
- 3.5 The tenders will be opened on the scheduled date & time. In case of un-scheduled holiday on the prescribed date of closing / opening of the tender, the next working day shall be treated as the scheduled date.

EARNEST MONEY DEPOSIT (EMD)

- 3.6 All bidders have to furnish EMD for an amount of **Rs. 25,000.00 (Rs. Twenty five Thousand only)** in the form of Demand Draft in favor of the Indian Institute of Science Education & Research-Kolkata. EMD in the form of cheque / cash shall not be accepted. EMD of the unsuccessful bidders shall be refunded after the finalization of the Contract (within 30 days). Tenders received without EMD shall be summarily rejected.
- 3.7 The Earnest Money deposited with the tender shall be refunded and in the case of successful tenderer, on submission of the contract performance security in the form of performance Bank Guarantee.
- 3.8 No interest shall be paid by the Institute on the Earnest Money deposited by the tenderers.
- 3.9 EMD shall be forfeited in any of the following cases:
 - a. If the tenderer / bidder withdraws or modifies his tender / BID during the validity period.

- b. Having been selected as the successful tenderer, the bidder fails / refuses to accept the work order or refuses to sign the agreement with the Institute within the period of 15 days.
- 3.10. No tender will be accepted on forms other than the one provide by the Institute.
- 3.11. Care should be taken by the bidders to write quoted price in such a way that any misinterpretation is ruled out. Corrections are to be acknowledged by full signature and not initials of the bidder.

SIGNATURE OF BID(S)

- 3.12. The bidder should sign on each page of the tender document while submitting tender as proof of acceptance of all the terms and conditions of the tender as stipulated herein. (Also refer B. 2 above)

SIGNING OF THE CONTRACT

- 3.13. The successful tenderer shall be required to execute an agreement in the non-judicial stamp paper amounting of Rs. 50.00 within 15 days of the receipt of the order or acceptance of the offer. The stamp paper cost is to be borne by tenderer. In the event of failure on the part of the successful tenderer to sign the agreement within the above stipulated period the Earnest Money or his initial security deposit will be forfeited and the acceptance of the tender shall be considered revoked.

SITE VISIT

- 3.14 The bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the nature and intricacies of the works, and obtain all information from the Institute that may be necessary for preparing the bid and entering into a contract for execution of the Work. The cost of visiting the site shall be at the Bidder's own expenses.

CORRECTION OF ERRORS

- 3.15 (i) Bids determined to be responsive will be checked by the Institute for any arithmetic errors. Error will be corrected by the Institute as follows:
- a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
 - b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 3.16 (ii)The amount stated in the Bid will be adjusted by the Institute in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited.

3.17 **Modification and Withdrawal of Bids**

- a) Bidder may modify or withdraw their bids by giving notice in writing before the deadline for submission of bid.
- b) Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered to IISER-Kolkata, Registrar's Office, Mohanpur Campus, with the outer and inner envelopes additionally marked " MODIFICATION" or WITHDRAWAL" as appropriate.
- c) No Bid may be modified after the deadline for submission of bids.
- d) Withdrawal or modification of a bid between the deadline for submission of bids and expiration of the period of bid validity may result in the forfeiture of the Bid Security.
- e) Bidders may only offer discount to, otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause or included in the original bid submission.

EVALUATION AND COMPARISON OF BID

3.18 **Bid Opening**

- a) On the due date and the appointed time the Institute shall first open envelopes – 1 – Technical Bid (original) of all bids received (except those received late) including modifications made in presence of the bidder or their representative who choose to attend. If any Bid does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly. In the event of the specified date for bid opening being declared holiday by the Institute, the Bid will be opened at the appointed time and location on the next working day.
- b) Envelopes – B of all other bids received (except those received late) including modifications will be opened in presence of the Bidders or their representatives who choose to attend. Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 3.17 shall not be opened.
- c) If all Bidders have submitted unconditional Bids together with requisite Bid security, then all bidders will be so informed then and there. If any bid contains any deviation from the Bid Document, then the Bid will be rejected and bidder informed accordingly. The sealed envelope – 2 – Financial Bid (original & copy) containing priced Schedule of Rates will be returned to him without opening.
- d) Upon evaluation of technical bid as per the criterion described in Section – I, the financial bids of only such Bidders shall be fit to be opened who meet the minimum technical requirement.

- e) All financial bids which are to be opened after evaluation of technical bid shall be opened at later date about which all concerned bidders shall be notified in advance.
- f) All valid Financial Bids shall be opened on the notified date and time after declaring the result of Envelope 1- Technical Bid. The Bidder's name, the Bid price, the total amount of each Bid, any discounts, Bid modifications and withdrawals, and such other details as the Institute may consider appropriate, will be announced by the Institute at the opening. Any bid price, discount, or alternative Bid price which is not read out and recorded at Bid opening, will not be taken into account in Bid evaluation

3.19 Clarification of Bid

To assist in the examination and comparison of Bids, the Institute may, at its discretion, ask any bidder for clarification of his bid, including break down of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors, discovered by the Institute in the evaluation of the Bids.

DETERMINATION OF RESPONSIVENESS

3.20 Examination of Bids and Determination of Responsiveness

(i) Prior to detailed evaluation of Bids, the Institute will determine whether each Bid (a) meets the eligibility criteria (b) has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause; (c) is accompanied by the required EMD, Tender fee and; (d) is responsive to the requirements of the Bidding documents.

(ii) A responsive Bid is one that conforms to all the terms, conditions and specification of the Bidding Document, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, the Institute's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids

(iii) If a Bid is not substantially responsive, it will be rejected by the Institute, and may not subsequently be made responsive by correction or withdrawal of the non – conforming deviation or reservation.

3.21 The Institute will evaluate and compare only the Bids determined to be responsive.

3.22 In evaluating the Bids, the Institute will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- a. Making any correction for errors pursuant to Clause “**Correction of Errors**”
 - b. Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with “**Schedule of Rates**” and **supporting Annexure.**
- 3.23 The Institute reserves the right to accept or reject any alternative offer. Alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the Institute shall not be taken into account in Bid evaluation. Conditional tenders shall be straightway rejected and no additional clause will be entertained.
- 3.24 If the Bid of successful bidder is seriously unbalanced in relation to the estimated amount to be performed under the contract, the Institute may require the Bidder to produce detailed price analyses for any or all items of the “Schedule of Rates”, to demonstrate the internal consistency of those prices with the implementation methods and schedule proposed.
- 3.25 The Institute reserves the right to call the bidders for negotiations of rates, if situation arise.

ARTICLE -4

- 4.1 **Period of Contract:** 12 (twelve) months.
- 4.2 **Time of Mobilization:** The work covered by this Contract shall be commenced within the 15 days after the receipt of any communication in the form of letter FAX message.

CATERER'S SUB-ORDINATE STAFF AND THEIR CONDUCT

- 4.3 The Caterer on or after the award of the work shall name and depute a qualified manager having sufficient experience in carrying out work of similar nature, to whom the establishment shall be made over and the instructions of works shall be given. Selection of canteen staff should be made only after approval of the Competent Authority.
- 4.4 If and, whenever any of the Caterer's employee shall in the opinion of the Competent Authority be guilty of any misconduct, insufficiently qualified or the incompetent or negligent in the performance of their duties or that in the opinion of the Competent Authority, it is undesirable for administrative or any other reason for such person / persons to be employed in the works, the Caterer if so directed by the Competent Authority shall remove such person / persons from employment within a reasonable time. Any person / persons so removed from the works shall not again be employed in connection with the works without the written permission of the Competent Authority.

- 4.5 The Caterer shall be responsible for proper behavior of all the staff, employed directly or indirectly by him and shall exercise a proper degree of control over them.
- 4.6 If and when required by the Institute all Caterer's personnel entering upon the Institute's premises shall be properly identified by badges of a type acceptable to the Institute which must be worn by them at all times during the duty hours.

COMPLETION OF CONTRACT

- 4.7 Unless otherwise terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed at the expiration of duration of Contract. Fresh agreement shall have to be drawn if both parties to the Contract agree to extend the period of Contract beyond one year by mutual consent.

PAYMENT OF CATERER'S BILLS

- 4.8 Payment due to the Caterer shall be raised by the Caterer to the Institute within seventh day of every month. The Caterer shall submit the bill complete in all respects to the Accounts Section. However the final bill shall be made to the Caterer within 30 (thirty) days of the submission of bill after completion of all the obligations under the Contract.
- 4.9 Payment of final bill and security deposit shall be released only if it is accompanied by the proof of following:
- a. Having paid due wages to all his workmen engaged on the job for the whole period of contract.
 - b. Having handed over the complete establishment including all materials and equipments in good condition.
 - c. Having vacated the premises that may have been allotted to him for discharge of the contractual obligation.

ACCIDENT OR INJURY TO WORKMEN

- 4.10 The Institute shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contract save and except an accident in injury resulting from any act or default of the Institute. The Caterer shall indemnify and keep indemnified the Institute against all such damage and compensation what so ever in respect or in relation thereto.

DAMAGE TO PROPERTY

4.11 The Caterer shall be responsible for making good to the satisfaction of the Competent Authority any loss or any damage to all structures and properties within Canteen premises. If such loss or damage is due to fault and / or the negligence or willful act or omission of the Caterer, his employees, agents representatives or sub-caterers, he shall make good the loss as assessed by the Competent Authority.

4.12 Labour Laws

- a. No labor below the age of 18 years shall be employed at the work.
- b. The Caterer shall not pay less than what is provided under the Minimum Wage Act engaged by him on the work.
- c. The Caterer shall pay the equal wages for men and women in accordance with applicable labor laws latest by the tenth of every month.
- d. The Caterer shall be registered with the regional labor commissioner (Central) and obtain license as per Contract Labor (R and A) act 1976 within a reasonable time.
- e. The Caterer shall be solely responsible as regards salary / wages and the service conditions and terms extended by the Caterer to his workmen and shall maintain requisite records and comply with all laws / enactments rules and regulations and orders applicable to the Caterer's employees / work men in general and in particular laws / enactments, rules and regulations and orders dealing with employment of contract labor, payment of compensation, contribution under ESI 1948, EPF and PF Act1952. Payment of minimum wages, fire and safety regulations, relating to employment of female work force, security arrangements and such other rules and regulations as may be applicable at present or made applicable here after.

ARBITRATION

4.13 Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before / after completion or abandonment of work or during the extended period, hereafter arises between the parties, as to the meaning, operation or direct of the Contract or out of or relating to the Contractor or breach therefore, shall be referred to Arbitrator to be appointed by the Competent Authority of the Institute at the time of dispute.

- 4.14 It is a term of the Contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of arbitration under the clause.
- 4.15 It is a term of the Contract that the cost of Arbitration will be borne by the parties themselves.
- 4.16 The venue of arbitration shall be at Kolkata.
- 4.17 Subject as aforesaid the provision of Arbitration and conciliation act 1996 and any statutory modification or re-enactment therefore rules made there-under and for the time being in force shall apply to the arbitration proceeding under the clause.

JURISDICTION

- 4.18 The Contract shall be governed by and constructed according to the law in force in India. The Caterer shall hereby submit to the jurisdiction of the Courts situated at Kolkata for the purpose of actions and proceeding arising out of the Contract and the court at Kolkata only will have the jurisdiction to hear and decide such action and proceedings.

GENERAL RULES

- 4.19 Smoking and drinking within the entire area of the Canteen premises is strictly prohibited. Violation of this rules shall be prosecuted as per law and discharged immediately. All the workers engaged for the job shall be wearing clean and ironed uniform to be approved by the Institute while on duty.



FINANCIAL BID

for

Providing and Facilitating the Catering Services

In

**Indian Institute of Science Education and Research-Kolkata
(IISER-K)**

SCHEDULE OF QUANTITIES & RATES

Nature of work: Catering services including day to day supply of food in breakfast, lunch, dinner, etc. to be cooked and served in the canteen of Indian Institute of Science Education & Research, Mohanpur Campus, Dist. Nadia, West Bengal.

Sl.	Items	Quantity	Unit	Rate per unit
1.	Tea	150 ml	One Cup	
2.	Coffee	150 ml	One Cup	
3.	Butter Milk	250 ml	One Glass	
4.	Soft Drink	300 ml.	One	
5.	Lassi	250 ml	One glass	
6.	Breakfast			
	Roti Sabji	04 pieces (Roti+ Sabji)	Per Plate	
	Upma	250 gms.	Per Plate	
	Puri Sabji	04 pieces (Puri + Sabji)	Per Plate	
	Matar Kachuri +Alu Dam/Chola dal	04 pieces +150 gms. Alu Dam/Chola dal	Per plate	
	Bread Butter	04 pieces (10gm.Butter + Bread)	Per Plate	
	Bread Jam	04 pieces (10gm.Jam + Bread)	Per Plate	
	Chowmin - Veg.	200 gm.	Per Plate	
	Chowmin - Non-Veg.	200 gm.	Per Plate	
	Aloo Paratha + Pickle	02 pieces	Per Plate	
	Idli, Sambar + Chutney (Coconut)	02 pieces	Per Plate	
	Dosa Sambar + Chutney (Coconut)	01 piece	Per Plate	
	Uttapam	01 piece	Per Plate	
	Chhola Batura	02 pieces	Per Plate	
	Dahi Vada	02 pieces	Per plate	
7.	LUNCH / DINNER ITEMS			
8.	Veg Thali - Economic	Plain Rice, Roti (2), Dal, Veg Curry, Veg Bhaji , Salad, {Chutney/ pickle} & Papad	Per Thali	
	Veg. Thali - Standard	Fried rice, Roti(2), Dal, Veg. Bhaji, Paneer Curry, Salad, {Chutney/ pickle}, Papad and 2 Sweets (Sandesh/ Rosogula/Gulab Jamun)	Per Thali	
9.	Fish Curry/ Fish Fry	100 gm.	Per Plate	
10.	Egg Curry	One piece	Per Plate	

11.	Paneer Curry (mattar paneer/ shahi paneer/ butter paneer masala/ chilli paneer)	150 gms.	Per Plate	
12.	Omlette	One egg.	Per Plate	
13.	Chicken Curry	150 gms.	Per Plate	
14.	Mutton Curry	150 gms.	Per Plate	
15.	Veg. Pulao	Pulao rice, pickle and curd/ Raita	Per Plate	
16.	Biryani - Veg.	Biryani rice, pickle and curd/ Raita	Per Plate	
17.	Biryani - Non-Veg.	Biryani rice, pickle and curd/ Raita	Per Plate	
18.	Curd /Raita	100 gms.	Per bowl	
19.	Fruit plate (During lunch)	Seasonal fruits, cut into pieces (250 gm)	Per Plate	
20.	Evening Snacks			
	Pakora (Veg.) + Sauce	05 pieces	Per Plate	
	Finger Chips + Sauce	200 gm.	Per Plate	
	Samosa + Chutney	02 pieces	Per Plate	
	Cutlet (Veg.) + Sauce	02 pieces	Per Plate	
	Idli, Sambar + Chutney (Coconut)	02 piece	Per Plate	
	Dosa Sambar + Chutney(Coconut)	01 piece	Per Plate	
	Hakka noodles - Veg./	Noodles, Tomato sauce	Per Plate	
	Hakka noodles - Non Veg.		Per Plate	
	Roll - Veg.		Per roll	
	Roll - Non Veg.		Per roll	
	Roll – Paneer		Per roll	
21.	Dessert			
a.	Gulab Jamun	02 pieces	Per bowl	
b.	Ras Malai	02 pieces	Per bowl	
c.	Kheer	200 gms	Per bowl	
d.	Custard	200 gms.	Per bowl	
e.	Halwa (carrot/suji/dal)	200 gms.	Per bowl	
TOTAL.....				

Average Daily Consumer is 200 persons approximately (which may vary).

Note:

1. **Quote should be made for each item.**
2. **The above rates should be inclusive of all taxes. Please enclose the detailed break up of all cost components of the quoted Rates.**

SCHEDULE OF RATES

1. The schedule of rates should be read with all other sections of this tender.
2. The tenderers shall be deemed to have studied the details of work to be done and have acquainted himself of the conditions prevailing at site.
3. All the items of work mentioned in the 'Schedule of Rates' (SOR) and covered by this contract shall be carried out as per directions of the Competent Authority/ authorised representative of the Institute, and shall include all labour, materials, tools and tackles, etc. required to complete the job.

Sl. No.	ITEM DESCRIPTION	RATE IN FIGURES (RS.)	RATE IN WORDS (RUPEES)
1	Full Day Meal Vegetarian (Breakfast, Lunch, Evening Tea/Snacks, Dinner) North-South Mix details given in Schedule of Quantities		
2	Full Day Meal Non-Veg. (Breakfast, Lunch, Evening Tea/Snacks, Dinner) North-South Mix details given in Schedule of Quantities		
3	Vegetarian Lunch/Dinner as per details given in Schedule of Quantities		
4	Non-Veg. Lunch/Dinner as per details given in Schedule of Quantities		
5	Special Lunch/Dinner (Vegetarian) as per details give in Schedule of Quantities		
6	Special Lunch/Dinner (Non-Veg.) as per details given in Schedule of Quantities		
	TOTAL.....		

Note:

1. Please provide break up of items for each meal.
2. The above rates should be inclusive of all taxes. Please enclose the detailed break up of all cost components of the quoted Rates

4. The Vegetarian lunch / dinner should consist of Chappathi/Roti, plain rice/fried rice, two vegetable (veg. curry + veg. bhaji), salad, papad, pickle, raita and one sweet dish/ fruit salad/ ice-cream.
5. The Non Vegetarian lunch / dinner should consist of Chappathi, plain rice/fried rice, two non-vegetarian items, salad, curds, papad, pickle and one sweet dish/ fruit salad/ ice-cream.
6. For lunch and dinner a variety must be ensured. Dal of different varieties must be served on different days and for lunch and dinner. This may include the following: Moong dhuli, Moong sabut, Moong chilke wali, Masur Dhuli, Masur Sabut, Chana dal, Arhar Dal, Arhar, Kaala chana, Safed chana, Lobia/ raungi, rajma, Urad sabut etc. No dal must be served more than twice during a week. Similarly, the vegetable of different varieties preferably, seasonal vegetables, must be served. The same vegetable must not be served more than twice during a week.
7. **Special Lunch / Dinner** On advance order basis, the contractor should provide special lunch or dinner to the Institute Guests/ programme participants or any other groups (Not less than five persons on one occasion). The special lunch / dinner should consist of vegetarian soup, Chappathi/ Parotta/ poori, plain rice/ pulav/ fried rice/ biriyani, two vegetable and two non-vegetarian items, salad, curds, papad, pickle and one sweet dish/ fruit salad/ ice-cream.
8. **A SEPARATE LIST OF ADDITIONAL ITEMS (for special occasions, conferences, meetings, seminars, Workshops, public lectures, Institute's program, etc.) THAT THE CONTRACTOR CAN PROVIDE, MAY BE ENCLOSED WITH THE PRICES (with break up) PROPOSED TO BE CHARGED FOR EACH OF SUCH ITEMS.**



FORMS

Acceptable forms of securities are annexed. Bidders should not complete the Performance Security forms at this time. Annex A has to be submitted alongwith the bid document by all the bidders. Only the successful Bidder will be required to provide Performance Securities in accordance with format as Annexure B, or in a similar form acceptable to the Institute.

Annex A: Acceptance form

Annex B: Performance Bank Guarantee

Annex - A

(TO BE FILLED IN BY THE TENDERER ONLY)

Acceptance of the terms and conditions of tender submitted by,
M/s. _____

1. Name of the Contractor :-

2. Address :-

3. Whether agree with the terms & conditions of the tender
No. _____ Date _____ Yes / No

4. Whether agreeable to submit Sales Tax / Income Tax clearance
documents as and when called for _____ Yes /
No.

5. Have you got your Income Tax Assessment verified and certified for the
year 2010-11 _____ Yes / No.

6. Please mention your Office Telephone No. or Personal Cell No. for
correspondence if any.

Read, understood & compiled
The Signature of the tenderer with date
along with Seal

Annex - B

PERFORMANCE BANK GUARANTEE

To: _____ [name of Institute]
_____ [address of Institute]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract _____ No. _____ dated _____ to execute _____ [name of Contract and brief description of Services] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee] 1 _____ [In words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand, and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] 1 as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 60 days from the date of expiry of the Contract period.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

1 An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.