



सूचना एवं पुस्तकालय नेटवर्क केन्द्र
Information and Library Network Centre
विश्वविद्यालय अनुदान आयोग का स्वायत्त अंतर विश्वविद्यालय केन्द्र
An Autonomous Inter-University Centre of UGC
गांधीनगर / Gandhinagar

TENDER DOCUMENT

Sr. No.	BID-DATA SHEET	
01.	Name of Work	Annual Rate Contract for Canteen Services at INFLIBNET Centre, Gandhinagar, Gujarat.
02.	Tender Number	INF/PUR/CANTEEN/ARC/2018-19
03.	Yearly Estimated Cost of Tender	Rs.17 Lakhs
04.	Bid validity	120 days
05.	Issue of Tender Forms	Tender Documents / Forms can be Downloaded from the Institute's website www.inflibnet.ac.in or Central Public Procurement Portal (CPPP) www.eprocure.gov.in
06.	Tender Document Delivery Mode	Through Speed Post / Registered Post/ Courier or either by person.
07.	Earnest Money Deposit (EMD)	Earnest Money of Rs. 34,000/- (Rupees thirty four thousand only)
08.	Contact Person	For Technical query: Shri Yatrik Patel, Scientist In-charge – (P&A) Email: adminofficer[at] inflibnet[dot]ac[dot]in and devang[at]inflibnet[dot]ac[dot]in Tel : 079-23268100 For Commercial query: Shri Shyam T Yadav, In-Charge - (Purchase & Store) Email : shyam[at] inflibnet[dot]ac[dot]in Tel: 079-23268141 – 43
09.	Contact Address	INFLIBNET Centre, Infocity, PB No 04, Gandhinagar- 382 007 Website : www.inflibnet.ac.in

INTORDUCTION

*The Information and Library Network Centre (here after will be referred as INFLIBNET), is an autonomous Inter University Centre of the University Grants Commission, MHRD, New Delhi. Sealed bids on behalf of Director, INFLIBNET Centre are invited under **Two Bid System i.e. Technical Bid and Financial Bid for Annual rate contract for Canteen Services at INFLIBNET Centre, Gandhinagar** from bonafide, resourceful and reliable service providers/Vendors/agencies only as per terms and conditions attached.*

Desirous companies may download the tender document form and other details from INFLIBNET Centre's website www.inflibnet.ac.in or Central Public Procurement Portal (CPPP), Govt. of India website www.eprocure.gov.in

Tender document can also be obtained on request in writing from P&S Section, INFLIBNET Centre, INFOCITY, Gandhinagar on all working days between 10:00 Hrs to 17:00 Hrs before the due date. Tender documents can also be downloaded from

IMPORTANT DATES

Publish Date	19.12.2018	05:00 PM
Document Download / Sale start Date	19.12.2018	05:00 PM
Document Download / Sale end Date	10.01.2019	04:00 PM
Pre-Bid Meeting	28.12.2018	03:00 PM
Bid Submission Start Date	29.12.2018	09:00 AM
Bid Submission End Date	10.01.2019	05:30 PM
Bid Opening Date	11.01.2019	12:00 AM

Contents of Tender Document

Sr. No.	Chapter	Description of Contents	Page No.
01.	Chapter - 1	General Instruction to bidders	04-09
02.	Chapter - 2	Terms & Conditions	10-11
03.	Chapter - 3	Scope of Work and Requirement Specifications	12
04.	Chapter-4	Technical Bid-Pre-qualification criteria - Envelope - 1 (Annexure - T-I to T- VII)	
	T-I	Checklist for Technical Bid	13-14
	T-II	Bidder's Details	15
	T-III	Bid form	16
	T- IV	Declaration	17
	T-V	Declaration regarding blacklisting/ non blacklisting	18
	T-VI	Financial capability of bidder	19
	T- VII	Details of works of similar type executed by the bidder	20
05.	Chapter - 5	Financial Bid - Envelope - 2 (Annexure F-1)	21-25
06.	Chapter - 6	Other Forms (To Be Submitted after Award of Contract)	
	C-I	Contract Agreement Form.	26-28
	C-II	Indemnity Bond	29

GENERAL INSTRUCTION FOR BIDDERS

1.1 Eligibility Criteria

The INFLIBNET has set up minimum eligibility criteria for the bidding purpose. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting document photocopies along with the proposal as mentioned in Annexure T-I, failing which their bids will be summarily rejected and will not be considered any further.

- 1.1.1 The bidder must be a company registered under the companies Act, of India/State. Documentary evidence to be submitted registration Certificate to do the business for Canteen Services.
- 1.1.2 Tender should have satisfactorily provided similar services to Government clients/ Autonomous Bodies/ Public sector undertaking during last three years.
- 1.1.3 Tenderer should be registered with income Tax and Goods and Service Tax.
- 1.1.4 Earnest Money Deposit (EMD) of Rs.34,000/-
- 1.1.5 Bidder's Details Annexure T-II
- 1.1.6 Bid form Annexure T-III
- 1.1.7 Declaration of Bidder Annexure T-IV
- 1.1.8 Declaration of blacklisting/Non Blacklisting – Annexure- T-V
- 1.1.9 Annual turnover of the firm for last three years-Annexure T-VI
- 1.1.10 Details of Firm's Experience of Canteen services work T-VII

- 1.2 Contract Period:** The Contract will be initially for period of one year, which may be extended up to maximum further two year one year at a time from award of contract/ signing of agreement, if the performance/ service is found satisfactory in the discretion of INFLIBNET, Gandhinagar. The Centre reserves the right to curtail or extend the validity of Contract. The purchaser (INFLIBNET) does not recognize the existence of Sub-Contractors. The Contractor's responsibility is not transferable.

- 1.3 Period of Validity of Offer:** For the purpose of placing the order, the proposals shall remain valid till 120 days from the date of opening of tender. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, INFLIBNET may ask for extension of the period of validity and such a request shall be binding on Bidders. INFLIBNET's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.

- 1.4 Submission of Bid:** The bids have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested bidders are advised to submit two separate sealed envelopes super scribing "Technical Bids (Annexure T-I to T-VII) "and "Financial Bids (Annexure F-I)". Both sealed envelopes should be kept in a Third envelope of bigger size duly sealed superscribed "Bid for ARC for Canteen Services" to the INFLIBNET Centre, INFOCITY, Gandhinagar And also deposited/ dropped in the tender Box placed at the security cabin, INFLIBNET CENTRE, INFOCITY, GANDHINAGAR-382007 on or before 10th January, 2019 at 5.30 PM.

Bid may be submitted in the following manner:

- 1.4.1 Envelop No. 1: Shall contain all the information and documents in the same serial order as shown in the Pre-qualification criteria Annexure T-I. The complete document should be numbered chronologically. On the top of envelope must be superscribed "Technical Bid". Shall also contain the bid EMD.
- 1.4.2 Envelop No.2: Shall contain the rates/prices of the Services / items duly filled in Chapter 5 (F-I) and signed and stamped. On the top of envelope must be superscribed "Price Bid for ARC for Canteen Services"
- 1.4.3 All the envelopes must be superscribed "Bid for ARC of Canteen Services" with due date and time and shall be sealed in third envelope of bigger size addressed to The Section Officer (P&S),

INFLIBNET CENTRE, INFOCITY, GANDHINAGAR-382007. The Tender must reach on or before 10th January, 2019 at 5.30 PM at 5.30 PM OR deposited/ dropped in the tender Box placed in the security cabin.

- 1.4.4 All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned, if required.
- 1.4.5 Late/ or delayed tenders shall not be considered. Therefore, please ensure that the tender is submitted/ posted well in time to reach us before the due date.
- 1.4.6 Any Incomplete and conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder and shall not be evaluated.
- 1.4.7 The bid shall be written in English only.
- 1.4.8 No other method/means of submission of bid except as stated above shall be acceptable. All entries in the bid form should be legible and filled clearly. Otherwise the bid is likely to be rejected. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid form. The cuttings, if any, in the Bid/ Bid application must be initialed by the person authorized to sign the bid.

- 1.5 Earnest Money Deposit (EMD):** The interested Companies/firms may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.34,000/- in the form of Demand draft / Banker's Cheque / Fixed Deposit of any scheduled bank drawn in favour of "INFLIBNET Centre" payable at Gandhinagar and other requisite documents in the Tender Box kept near Security Cabin of INFLIBNET Centre, INFOCITY, Gandhinagar.

The bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. No interest shall be payable by the Institute on EMD. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period.

The bid security shall be refunded to the successful bidder on receipt of performance security.

In exceptional circumstances, INFLIBNET may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder granting the request is not required nor permitted to modify the Bid.

Exemption of EMD fee will only be given to MSME/NSIC registered bidders.

- 1.6 Forfeiture of EMD:** EMD made by Bidder may be forfeited under the following conditions: If Bidder withdraw the proposal before the expiry of validity period. During the evaluation process, if a Bidder indulges in any such activity as would jeopardize the process, the decision of INFLIBNET regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances. If Bidder violates any of the provisions of the terms and conditions of the proposal. In the case of a successful Bidder, if Bidder fails to:
- 1.6.1 Accept the work order along with the terms and conditions.
 - 1.6.2 Furnish performance security.
 - 1.6.3 Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
 - 1.6.4 Submitting false/misleading information/declaration/documents/proof/etc. The decision of INFLIBNET regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD even the Bidder will be deferred from participating in any job.
 - 1.6.5 In the event of the successful bidder/contractor failing to comply with any provision of the contract.

1.7 Performance Security Deposit: The successful bidder shall have to deposit a Performance Security Deposit of the 5 % of the total amount of work order within three (3) weeks of the receipt of the LOI/Order. The performance security deposit will be furnished in the form of Demand draft/ Bank Guarantee/Banker's Cheque/Fixed Deposit of any scheduled bank drawn in favour of "INFLIBNET Centre" Payable at Gandhinagar. The performance security deposit should be valid for sixty days beyond the date of completion of all contractual obligations. The performance security will be renewed, if the contract is extended.

1.8 Pre Bid Meeting: Pre Bid Meeting will be held on 28th December, 2018 at 03.00 PM at premises of INFLIBNET. Only the queries received within the stipulated date prior to the pre-bid meeting will be answered. Bidder can end their queries to:

For Technical:

Shri Yatrik Patel, Scientist In-Charge (P&A)

Email: yatrik[at]inflibnet.ac.in

For Commercial:

Shri Shyam T Yadav, In-Charge (Purchase & Store)

Email: sectionofficer@inflibnet.ac.in

The Service provider is expected to have visited the site before pre-bid meeting or submitting tender documents so as to have a fair idea of the Canteen Services of the Centre. The costs incurred by the Bidders in making this offer, in providing clarification or attending discussion, conferences or site visits will not be reimbursed by INFLIBNET.

1.9 Price Bid: The price bids shall be opened on the scheduled time and date at INFLIBNET Centre, Infocity, Gandhinagar, in the presence of the representatives of the bidder, if any, who wish to be present on the spot at that time.

1.15.1 The financial bid of only technically qualified bidders whose bids have been found eligible as per the criteria mentioned in the technical bid Annexure – T-I. All eligibility conditions have to be satisfied on the respective dates in such condition and not on a later date.

1.15.2 The Price Bid as per Performa given in the tender documents as ANNEXURE- F-I. Any conditions given in the Price Bid may cause rejection of Bid.

1.15.3 The Price Rates should be quoted separately for each item. Quantities can be increased or decreased by purchaser and bidder has to supply deviated quantities at the rates prescribed and approved by the purchaser in the tender document.

1.15.4 The GST charges should be provide spritely in financial bid.

1.15.5 The prices should be quoted in Indian Rupees.

1.15.6 The Incomplete and conditional bids shall not be considered and likely to be rejected in very first instance.

All entries in the bid form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid form. The cuttings, if any, in the Bid/ Bid application must be initialed by the person authorized to sign the bid.

1.10 Bid Evaluation Criteria & Award Criteria:

1.10.1 After the opening of the technical bid, the same will be evaluated by a committee, In case the committee decided for seeking further information/clarification, the same shall be provided by the bidder. Those bids which technically qualified as per pre-qualification criteria, and completed in all aspects with all annexures (T-I to T-VII) and meeting the requirements as specified in chapter-3, the financial bid of such qualified bidders will be opened on a specified date and time by the committee. The date and time of opening of financial bids will be intimated to the bidders well in advance through phone/email. The bidder is at liberty to be present

either in-person or authorize, not more than one representative to be present at the time of opening of the financial bid. The Bids will be opened by the committee in the presence of the representative of the bidders who may wish to be present on that day.

- 1.10.2 In case it is found that the bidder has not quoted as per the requirement for any specified item that particular item shall be evaluated on the basis of highest quoted rates by the another bidder.
- 1.10.3 Any conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder and shall not be evaluated.
- 1.10.4 The contract will be awarded for technically suitable lowest evaluated bidder whose bid has been found to be responsive and who is found eligible and qualified as per the tender document. In case two or more agencies are found to have quoted the same rates. The Competent authority of INFLIBNET shall decide about the bidder to which the offer shall be granted based on the report of the past performance of the firm, and length of experience etc. the decision of the Competent Authority of INFLIBNET shall be final.
The competent Authority of INFLIBNET is not bound to accept the lowest tender or any tender if found any technical discrepancies in the tender. The Authority reserves the right of accepting the whole or any part of the tender. The decision of the Authority in this regard shall be final and binding on the firm.

1.11 Compensation clause:

- 1.11.1 If the cleanness is not found whenever and wherever in Canteen, a compensation of Rs.200/- will be recoverable from the bill.
- 1.221 The Canteen staff including supervisor must be in proper, full and clean uniform at all times failing which compensation of Rs.200/- per day per person will be payable /recoverable from the agency.
- 1.222 Any deviation in the material/items quality and quantity quoted will be subject to compensation payable to INFLIBNET. If the material as per contract is not received in INFLIBNET, a compensation of Rs.500/- will be recoverable form the bill of defaulting service providing agency.
- 1.223 Agency shall ensure that the staff deployed it does not wonder here and there and sit idle in groups during working hours. Due discipline will have to be maintained by the staff and they shall not hinder the working of other employees/ staff. If any violation to aforementioned is found, compensation of Rs.200/- per worker shall be sought from the agency, for any instance observed of this kind.

1.12 Terms of Payment:

- 1.12.1 The Contractor has submit monthly statement showing the amount to be recovered from staff on or before 5th day of the consequent month. Subject to the providing satisfactory services. Contractor has to raise to separate bill for the food supplied to guest house and the payment will be released after receipt of bill & scrutinized.
- 1.12.2 The payment will be made by e-transfer through RTGS/ NIFT on submission of bill and after completion of the work successfully. Bidders should provide their bank details duly signed by authorized signatories. No advance payment will be made.
- 1.12.3 No claim for interest will be entertained by the Centre in respect of any payment/deport which will be held with the Centre due to dispute between the Centre & Contractor or due to Admin delay for the reasons beyond the control of the Centre.
- 1.12.4 The Centre will deduct Income tax at source under Section 194-C of Income Tax Act from the renderer at the prevailing rates of such sum as income tax on the income comprised therein. All Taxes per applicable rules at time to time will be deducted at applicable rates from all payments made by INFLIBNET Centre.
- 1.12.5 Necessary TDS certificate will be issued by the Centre.

- 1.12.6 Invoice (i.e. Tax invoice as per Service Tax/GST rules clearly indicating Tax registration number, Service Classification, GST number of both parties, rate and amount of Tax shown separately).
- 1.12.7 During the currency of Contract. No increase in rates will be allowed.
- 1.12.8 The payment in respect of official hospitality bills of the MEA submitted in duplicate by the Contractor shall be released on receipt basis subject to fulfillment of obligations by the Contractor imposed under various laws, Rules & Regulations, etc. applicable from time to time and after scrutiny of authorization for supply at the prices offered by the contractor.
- 1.13 Amendment of Bid Document:** At any time prior to the deadline for submission of proposals, INFLIBNET Centre reserves the right to add/modify/delete any portion of this document by issuance of an Corrigendum, which would be published on the website and will also be made available to the all the Bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.
- 1.14 Enforcement of Terms:** The failure of either party to enforce at any time any of the provision of this contract or any rights in respect thereto or to exercise any option here in provided shall in no way be construed to be a waiver to such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.
- 1.15 INFLIBNET Right to reject any of all bids:** The competent Authority of INFLIBNET reserves the right to reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. Any effort by a bidder or bidder's agent / consultant or representative, whosoever described to influence the INFLIBNET/ in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
- 1.15.1 The Director, INFLIBNET reserves the right to terminate the contract without assigning any reason by giving a notice of 15 days to the Tenderer at any point of time during the period of the contract.
- 1.15.2 The competent Authority of the INFLIBNET reserves the right to annul bids or discontinue this tender process, without assigning any reason, at any time prior to signing of agreement with the successful bidder.
- 1.15.3 INFLIBNET reserves the right to vary/alter/amend the eligibility criteria for the Firefighting Service Provider at any time, in its discretion, before the last date submission of proposals.
- 1.15.4 By acceptance of this document, the recipient agree that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient with access to any additional information or to update this document or to correct any inaccuracies, therein, which may become apparent, and INFLIBNET reserves the right at any time and without advance notice, to change the procedure for the selection of service provider.
- 1.15.5 The INFLIBNET reserves right to terminate the contract at any time after giving a one month's notice to the selected contractor with or without assigning any reason and shall be under no obligation whatsoever to continue the contract.
- 1.16 Termination of the Contract:** The contract may be curtailed/terminated before the contract period, inter alia owing to deficiency in services or substandard quality of services by the empanelled agency etc. as may be specified in the contract to be signed between the parties. The INFLIBNET, however, reserves right to terminate this initial contract at any time after giving one month's notice to the selected Service Provider with or without assigning any reasons. Where a contract terminated by INFLIBNET on account of the committed by the agency, it shall have the right to award the contract to any other agency at the cost, risk and responsibilities of contract and

excess expenditure incurred on account of this will be recovered by INFLIBNET from his Security deposit or pending bill or by raising a separate claim.

1.17 Resolution of Disputes:

- 1.17.1 If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing.
- 1.17.2 In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.
- 1.17.3 The place of the arbitration shall be Gandhinagar, Gujarat. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- 1.17.4 The proceedings of arbitration shall be in English language. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- 1.17.5 The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

1.18 Relaxation of Terms and Conditions: The Director, INFLIBNET is empowered to relax any term or condition mentioned herein.

1.19 Agreement: The contractor will have to enter into a written Agreement with this Centre within 15 days of intimation of acceptance of approved rates.

1.20 Disclaimer: The near relatives of employees of the INFLIBNET are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- Member of a INFLIBNET Centre
- Their husband or wife.
- The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

1.21 Splitting of the contract and Curtailment of Work.

INFLIBNET reserve the right to split up and distribute the work among the successful bidders and to curtail any item of work in the schedule partly or fully.

1.22 Indemnity Bond

The contractor shall keep INFLIBNET CENTRE and all officials of these offices indemnified from and against all suits, losses, claims, demands, proceedings, and liability of any nature or kind including costs and expenses, injuries to any person, damages to any property whatsoever, levy of fees or consequences which they may be put to or suffer on account of the services undertaken by the contractor.

The Contractor shall keep the INFLIBNET CENTRE and all officials of these offices indemnified from and against all suits, losses, claims, demands, proceedings, and liability of any nature brought or instituted against them by any of contractors' employees or any other third party in connection with, relating to or arising out of the performance of the services or non-compliance, deficiency, non-implementation of various provisions of statutory requirements.

Chapter - 2

SPECIAL TERMS AND CONDITIONS OF CANTEEN SERVICES

- 2.1** The Contractor shall be responsible for engaging adequate number of trained/semi-trained manpower required for providing good canteen services in INFLIBNET Campus.
- 2.2** The employees of the Contractor should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases.
- 2.3** The Contractor will, prior to the commencement of the operation of contract, make available to INFLIBNET the particulars of all the employees who will be deployed at the INFLIBNET's premises for running the Canteen. Such particulars, inter alia, should include age/date of birth, permanent address, police verification report and profile of the health status of the employees.
- 2.4** The Contractor shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any unlawful activity.
- 2.5** Employment of child labour is strictly prohibited under the law. Therefore, the Contractor will not employ any child.
- 2.6** In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the INFLIBNET by any individual, agency or government authority due to acts of the Contractor, the Contractor shall be liable to make good/compensate such claims or damages to the INFLIBNET. As a result of the acts of the Contractor, if the INFLIBNET is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the INFLIBNET or the INFLIBNET reserves the right to recover such amount from the payment(s) due to the Contractor while settling his/her bills or from the amount of Security Deposit of the Contractor lying with the INFLIBNET
- 2.7** The Contractor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc.
- 2.8** The contractor shall provide sufficient sets of Uniforms and pair of shoes to his employees and shall ensure that they wear them all times and maintain them properly.
- 2.9** The Contractor shall be personally responsible for conduct and behaviour of his staff and any loss or damage to INFLIBNET's moveable or immovable property due to the conduct of the Contractor's staff shall be made good by the contractor. If it is found that the conduct or efficiency of any person employed by the Contractor is unsatisfactory, the Contractor shall have to remove the concerned person and engage a new person within 48 hours of intimation by INFLIBNET. The decision of the INFLIBNET's designated officer in this regard shall be final and binding on the Contractor.
- 2.10** The Contractor shall not appoint any sub-contractor to carry out his obligations under the contract. Subcontracting will lead to immediate termination of contract.
- 2.11** The Contractor shall keep the Canteen and its surrounding areas clean and up to date sanitation every day after the services are over. The cleaning includes cleaning of utensils, kitchen, canteen hall, floor, counter, benches, tables, chairs, etc. INFLIBNET management will have 24-hour access to inspect the canteen premises at any time for ensuring the cleanliness and hygienic conditions of the canteen's kitchen and dining hall premises
- 2.12** The INFLIBNET reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold in the canteen. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the Contractor.
- 2.13** All work shall be carried out with due regard to the convenience of INFLIBNET. The orders of the concerned authority shall be strictly observed.
- 2.14** The Contractor will deploy adequate manpower for work during late hours and on Saturdays/Sundays, including other holidays, according to the requirement of INFLIBNET and the guests.

- 2.15** The Contractor will have to supply breakfast/lunch/dinner in the canteen / INFLIBNET premises as per requirement and schedule drawn for the purpose by the concerned authorities of the INFLIBNET.
- 2.16** Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the INFLIBNET's campus, including Canteen. Any breach of such restrictions by the Canteen Contractor will attract deterrent action against the Contractor as per statutory norms.
- 2.17** No minimum guarantee will be furnished to the Contractor towards consumption of food items. He/she is advised to maintain the highest quality at the minimum possible prices so as to attract the maximum number of INFLIBNET personnel to avail canteen services.
- 2.18** The Contractor will bring his own tools, cookers, equipment, utensils, plates, jugs, Disposable water glasses, Crockery etc., in sufficient quantity as needed to maintain the canteen services in addition to what is provided for by INFLIBNET.
- 2.19** The staff of the contractor should be neat and clean, Cook should wear apron , cap , hand gloves.
- 2.20** The Contractor is responsible to provide commercial gas, Gas burners, mixture, all type of utensils for cooking (including different type of cookers), serving utensils, dishes (all type of), bowls , cutlery, spoons, forks, knives, disposable dish, glass etc.
- 2.21** The Contractor shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.
- 2.22** Electricity: Electric connections are available, but it should not be used for cooking purposes. The agency would use power consumption only for refrigerator, hot-case, Grinding of dal and for such purposes as allowed by the Institute.
- 2.23** Furniture for use within the canteen premises will be provided by the Institute except almirahs/racks required for storage purpose etc.
- 2.24** The contractor will be required to provide canteen service in the canteen premises and also in various rooms of the Institute/Guest house/VIP rooms as and when required.
- 2.25** No rate will be revised without the approval of the Institute.
- 2.26** Under exceptional circumstances the Institute reserves the right to change any term and condition as and when warranted.
- 2.27** In case of any dispute arising out of the interpretation of the terms and conditions of the contract, the decision of the Director, INFLIBNET CENTRE, will be final and binding.
- 2.28** The contractor has to undertake to carry out the above canteen service by engaging trained and skilled manpower diligently, honestly and efficiently and should assist whenever necessary under the instructions of the Shri Yatrik Patel, In-Charge (P&A) or any official nominated by Centre.
- 2.29** The contractor will be required to execute an agreement in the prescribed form in case the contract is awarded.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Chapter – 3

TENTATIVE SCOPE OF WORK OF ARC FOR CANTEEN SERVICES

This tender is intended for providing canteen facility for the staff and Guests of INFLIBNET CENTRE, Infocity, Gandhinagar- 382 007. The Contractor is required to run the canteen and serve Tea, Coffee, Lunch and snacks etc to employees/Guests of the INFLIBNET CENTRE. In addition to the regular employees of the INFLIBNET CENTRE, the canteen will also cater to the needs of the Guests of INFLIBNET Centre as well as to the participants in academic, training programmes organized by the Institute from time to time. Tea, Coffee, Milk, Snacks, Cold Drinks, Juice, seasonal fruits, dry fruits, High tea, lunch, Dinner, Special lunch /dinner shall also be served for meetings or other purpose, whenever and wherever required in the premises.

1. Lunch per day - Daily on and average 20 to 25 persons
2. Tea/coffee per day - Daily on and average 100 tea
3. High Tea/Special lunches etc are arranged during cultural events during the year.
4. Every month there are approx. 40-50 outside guests of different educational institutes staying in Guest House and taking breakfast/lunch/Dinner etc.
5. There will be approx. 20 trainings/workshops during the year. For each training following is the requirement:

Particulars	No of Persons (approx)
High Tea	50 to 60 persons (one time only on first day of training)
Breakfast	20 to 25 persons (daily in the morning for 7days)
Lunch	30 persons (daily during training for 7days)
Dinner	20 to 25 persons (daily during training for 7days)

Chapter – 4

सूचना एवं पुस्तकालय नेटवर्क केन्द्र **Information and Library Network Centre**
(Tender No.INF/PUR/CANTEEN/ARC/2018-19)

Annexure T-I

Technical Bid- Pre-qualification Criteria – Envelope – 1 (Annexure – T-I to T-VII)

Checklist for Technical Bid

Mention Page Numbers

Sr. No.	Pre-qualification criteria	Documents to be provided	Attached (Y/N)	Page No.
01.	The bidder must be a company registered under the companies Act, of India/State. Documentary evidence to be submitted Registration Certificate to do the business for Canteen Services jobs etc. (As per scope of work-Chapter-3)	I. Certificate of Commencement of business (Certificate of incorporation) II. Certificate consequent to change of name, if applicable		
02.	Tenderer should have satisfactorily provided similar services to at least three Government clients/ Autonomous Bodies/ Public sector undertaking during last three years.	Certified documents of Work orders/ Agreements in support of past contracts with Govt/ PSUs/ Other establishments		
03.	They should be registered with Income Tax and Goods and Service Tax.	I. Attested copy of PAN/GIR Card II. Attested copy of GST registration certificate.		
04.	Earnest Money Deposit (EMD) of Rs.34,000/-			
05.	Bidder's Details Annexure T-II [On the letterhead of the Bidder]			
06.	Bid form Annexure T-III [On the letterhead of the Bidder]			
07.	Declaration of Bidder Annexure T-IV [On the letterhead of the Bidder]			
08.	Declaration of blacklisting/Non Blacklisting - Annexure-T-V [On the letterhead of the Bidder]			
09.	Annual turnover of the firm for last three years -Annexure T-VI			

	[On the letterhead of the Bidder]			
10.	Details of Firm's Experience of Canteen Services- T-VII [On the letterhead of the Bidder]			

- Please use separate sheet for providing complete information.
- While evaluating bids, the document required against above eligibility criteria shall be provided as per this tender as Annexures. Firm shall self-certify each page of the tender document in token of its understanding / acceptance by signing it.
- The bidder is required to enclose self-attested photocopies of the following documents along with the Technical Bid, failing which their bids may be summarily/out rightly rejected and may not be considered:

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre
(Tender No.INF/PUR/CANTEEN/ARC/2018-19)

Annexure T-II

Bidder's Details

[On the letterhead of the Bidder]

1	Name of the Firm/ Company	
2	Name and Designation of Authorized Signatory	
	Office Address of the Firm / Communication Address:	
	Office Phone No: Mobile No:	
	Fax: E-Mail ID:	
	Trade License No: GST registration Number: PAN Number: Service Tax No:	
	Firm's Bank Account details	Bank Account No. Name of the Bank: IFSC Code No:
Particular Details of the Bidders Representative'		
3	Contact Person: Designation: Tele Phone / Mobile No: E-Mail ID:	

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and period of extension,

Authorized Signatory (signature in full) : _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____

BID FORM

[On the letterhead of the Bidder]

(Bidders are requested to furnish the Bid Form in the Format given in this section, filling the all details and to be submitted on Letter Head in original)

To
INFLIBNET CENTRE
Infocity, Gandhinagar

Sub: ARC of Canteen Services at INFLIBNET CENTRE, Gandhinagar

Dear Sir,

We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender No.INF/PUR/CANTEEN/ARC/2018-19, do hereby propose to execute the job as per specification as set forth in your Bid documents.

The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 120 (one hundred twenty only) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.

We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.

We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to ten percent (10%) of the Order value as stipulated in Financial Bid.

We agree that INFLIBNET reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, thisday of2018

Thanking you, we remain,

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre
(Tender No.INF/PUR/CANTEEN/ARC/2018-19)

Annexure T-IV

DECLARATION

[On the letterhead of the Bidder]

I, _____ Son/Daughter/Wife of _____ Resident of _____
_____ Proprietor / Director / Authorized Signatory of the Company /
Firm, mentioned above, is competent to sign this declaration and execute this tender document;

I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/We shall abide hereby by the terms / conditions / clauses contained therein.

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration, while submitting this declaration letter.

I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) in it's totally / entirely.

In case any provision of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre
(Tender No.INF/PUR/CANTEEN/ARC/2018-19)

Annexure T-V

CERTIFICATE

DECLARATION REGARDING BLACKLISTING/NON BLACKLISTING

[On the letterhead of the Bidder]

I /We Proprietor / Partner (s) / Director (s) of M/shereby declare that the firm/
company namely M/S. has not been
blacklisted or debarred in the past by any organization from taking part in Government tenders.

Or

I / We proprietor / partner (s) / Director (s) of M/S..... hereby declare that the
firm/ company namely M/S.....Was blacklisted or
debarred by any Government Department from taking part in Government tenders for a period of
.....years w.e.f..... The period over on And now the firm/ company is entitled to
take part in Government tender. In case the above information found false I / we are fully aware
that the tender/ contract will be rejected / cancelled by INFORMATION AND LIBRARY NETWORK CENTRE,
GANDHINAGAR shall be forfeited. In addition to the above INFORMATION AND LIBRARY NETWORK
CENTRE, GANDHINAGAR. Will not be responsible to pay the bills for any completed/ partially completed
work.

Signature:.....

Name:

Capacity in which as signed:

Name & address of the firm:

Seal of the firm should be affixed.
--

.....

Dated:

Signature of Bidder with seal.

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm,
certificate will be given by all the partners and in case of limited company by all the Directors of the
company or company secretary on behalf of all directors.

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre
(Tender No.INF/PUR/CANTEEN/ARC/2018-19)

Annexure T-VI

FINANCIAL CAPABILITY OF BIDDER

[On the letterhead of the Bidder]

Annual turnover details of the Bidder from [insert relevant details]

#	Financial Year	Turnover in Indian Rupees	Document Page No.
A	2015-2016		
B	2016- 2017		
C	2017- 2018		

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre
(Tender No.INF/PUR/CANTEEN/ARC/2018-19)

Annexure T-VII

Details of works of similar type executed by the bidder

[On the letterhead of the Bidder]

Sl.No.	Name of the Company with full address, phone, fax and name of contact person	Work Description	Ref. & Date of the order	Work Order Value	Details of Order	Dates of		Page No
						Start	Completion	

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

- Copies of work orders should be attached with this information. In absence of documentary evidence, bid is liable to rejected.
- If necessary, separate sheet may be used to submit the information.

Chapter - 5

Annexure -F-I

**(Financial Bid, Envelope - II)
[On the letterhead of the Bidder]**

The Director,
INFLIBNET Centre,
Infocity,
Gandhinagar-382007

Sir,

I/we wish to submit our Tender for Annual rate contract of Canteen Services at INFLIBNET Centre, Gandhinagar on the following rates:-

List of Menus for annual rate contract for canteen services

Sr. No.	ITEM	Rate	GST		Total Rate with GST (Rs.)
			%	Rate	
1.	One CupTea (Ready Made)-125 ml				
2.	One CupTea(Special)- 125 ml				
3.	One CupGreenTea (Tea Bags)- 125				
4.	One Cup Coffee (readymade)- 125 ml				
5.	One CupGreenCoffee - 125 ml				
6.	Mineral Water (Reputed Brand, size/ weight)				
7.	ColdDrinks(Any Brand, Size/ weight)				
8.	Tropicana/Real/any branded juice - 1ltr				
9.	Tropicana/Real/any branded juice - 200ml				
10.	HotMilk plain- 200 ml				
11.	Hot Milk with Bournvita, Horlicks, etc. - 200 ml				
12.	Biscuits-good quality				
13.	Parcel Snakes				

SNACKS/ BISCUITS

Sr. No.	ITEM	Rate	GST		Total Rate with GST (Rs.)
			%	Rate	
1.	One Samosa/Patisor similar item- 70 grams				
2.	One Plate batataVada/methiGota/Dal vada or similar -100 grams				
3.	One Plate Gobhi/Aloo /Paneer Pakora -100 Grams				

4.	One Bread Pakora – 100Grams				
5.	One Muska Bun with butter andjam				
6.	Two piecesof Dahivada – each 70 Grams				
7.	One Piece SambharVada/idli-Vada weight70 grams				
8.	Two PiecesSambharVada/idliOne piece each or two piece any item(weight70 grams each)				
9.	One Vegetable Cutlets- 70grams				
10.	One piece breadslice (bigSize)				
11.	Two bigsizebreadbutter				
12.	Two big sizebreadbuffer with jam				
13.	Two big pieces Aloo mutter Sandwich				
14.	Two bigpiecesVeg. Sandwich				
15.	Two big piecesCheese sandwich				
16.	One Big Plain Dosa with sambhar&chattni				
17.	One Big Masala Dosawith sambhar&chattani				
18.	One Big Uttapam(Onion/Tomato)				
19.	One Plate Upma– 100 grams				
20.	One plate Poha –100grams				
21.	One plate Pavbhaji				
22.	One plate Chhole andTwo puri				
23.	Bread Omlets				
24.	Assorted Fruits Plate – 200grams				

Lunch

Sr. No.	ITEM	Rate	GST		Total Rate with GST (Rs.)
			%	Rate	
25.	One Roti(Tawa)– 70 grams				
26.	One RotiTandoori - 100 grams				
27.	One KatoriDal– 100 grams				
28.	One KatoriChhole –100 grams				
29.	One KatoriRajma– 100 grams				
30.	One Katorikadhipakora(with 02 piece pakoras)- 100 grams				
31.	One KatoriSeasonalVegetable- 100 grams				
32.	One KatoriKofta Curry with two pieceskoftas- 100 grams				
33.	One KatoriAloo matter- 100 grams				

34.	One Katori Baingan Bharta – 100 grams				
35.	One Katori Mixed Vegetable- 100 grams				
36.	One Katori Dahi-100 grams				
37.	One Glass of butter Milk-100 ml				
38.	One Katori Raita-100 grams				
39.	One Katori Dahi Vada(02 Piece vada)- 100 grams				
40.	One Katori Matter paneer- 100 grams				
41.	One Katori Kaju Korma- 100 grams				
42.	One Katori Palak Paneer(with 02 pieces of paneer)- 200 grams				
43.	One Katori Nutri Paneer- 100 grams				
44.	Half Plate Rice (Basmati)/Pulao – 100 grams				
45.	Full Plate Rice (Basmati)/Pulao – 200 grams				

SWEETS/ ICECREAM

Sr. No.	ITEM	Rate	GST		Total Rate with GST (Rs.)
			%	Rate	
57.	One piece Gulab Jamun– 60 grams				
58.	One piece Burfi– 60 grams				
59.	One piece Rusgulla-60 grams				
60.	Ice-cream (Any Brand and) One Scoop				

Sr. No.	<u>SPECIAL LUNCH/DIRECTOR LUNCH/DINNER(PUNJABI/GUJARATI)(Menu will be finalized by Office)</u>	Rate	GST		Total Rate with GST (Rs.)
			%	(Rs.)	
1.	Soup				
2.	Shikand/Basundi/Aam Ras/Sweet				
3.	Poori/Roti/Nan				
4.	Seasonal Veg.				
5.	Paneer sabji				
6.	Pulao/jeera Rice				
7.	Dal fry /Kadhi/Gujarati Dal				
8.	Raita/Dahivada				
9.	Farsan with chatni or similar other item				
10.	Salad				
11.	Papad				
12.	Pickle				
13.	Dessert / Ice Cream & Mukhvas				

Sr. No.	Ordinary Lunch Unlimited (Punjabi or Gujarati)	Rate	GST		Total Rate with GST (Rs.)
			%	(Rs.)	
1.	Plain Rice				
2.	Chapati/Puri/Nan				
3.	Dal/Kadhi				
4.	SeasonalVeg.				
5.	Kathol/Paneersabji/liquid sabji				
6.	Raita/Butter milk/Curd				
7.	Salad				
8.	Papad one				
9.	Pickle				

Sr. No.	<u>ORDINARYFIX LUNCH (PANJABI/GUJARATI)</u>		Rate	GST		Total Rate with GST (Rs.)
				%	(Rs.)	
1.	Plain Rice	One Katori (100gram)				
2.	Chapati/ Puri/Nan	4 nos.				
3.	Dal	One Katori(100gram)				
4.	Seasonal Veg.	One Katori(100gram)				
5.	Kathol / Paneer sabji	One Katori(100gram)				
6.	Raita/Butter milk/Curd	One Glass/One Katori				
7.	Salad	----				
8.	papad	One				

Sr. No.	<u>HighTea(Menu will be finalised by our Office)</u>	Rate	GST		Total Rate with GST (Rs.)
			%	(Rs.)	
1.	Tea/Coffee				
2.	Wafer				
3.	Cutlets/Smallsamosa/Khaman/Dhok hla/Sandwich and similar other				
4.	Pastry /Sweet				

Sr. No.	Breakfast for official Guest	Rate	GST		Total Rate with GST (Rs.)
			%	(Rs.)	
1.	Tea/coffee				
2.	Any Indian Breakfast				
3.	Assorted Fruits Plate				

Sr. No.	Breakfast for official Guest	Rate	GST		Total Rate with GST (Rs.)
			%	(Rs.)	
1.	Tea/coffee				
2.	Any Indian Breakfast				

1. The rate should be quoted each as per units for all items.
2. The approximate quantities mentioned are only for the purpose of financial comparative.
3. The actual requirement may vary from the quantities provided as per actual need.
4. At the time of actual billing the amount/ cost will be calculated on pro-rata basis.
5. GST as per applicable rate on the service provided.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

(ON A STAMP PAPER of Rs.100/-)
Contract Agreement Form.
FORM OF AGREEMENT

AGREEMENT BETWEEN INFLIBNET AND CONTRACTOR FOR _____(name of the work(s))

This AGREEMENT made on this _____ day of Two thousand and _____ between The Information and Library Network Centre (Hereinafter called INFLIBNET), an Inter University Centre of University Grants Commission, MHRD, Govt. of India or Client which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns, having its office at INFOCITY, Gandhinagar 382 007, Gujarat, India of the ONE PART.

And

M/s _____ at _____ (hereinafter referred to as Contractor) of the OTHER PART.

AND WHEREAS THE Client/ INFLIBNET is desirous that certain works as detailed in the notice inviting tender of the above works/services and the said terms and conditions, specifications as well as scope of work to be done, as set out in the General Conditions of the Contract have been accepted and signed by the contractor/Service Provider.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
 - a) Notice inviting Tender No _____ dated _____ for _____
 - b) General rules and Instructions for the guidance of tenderers.
 - c) The Tender, Letter of Acceptance, Letters from & to the tenderer, if any, leading to and prior to acceptance letter.
 - d) General Conditions of contract and clauses of contract along with Annexures thereto.
 - e) Schedules consisting of Technical Specifications, Special Conditions, Compliances, Comprehensive AMC/ARC terms, tender drawings if any, etc.
 - f) Schedule of quantities including Prices and tendered amount known as Price - Bid.
 - g) The details submitted in technical bid, design, site survey and such other commitments like Annual Maintenance/Rate Charges for the period mentioned shall be part of the agreement.
3. AND whereas the Service Provider/contractor has agreed to execute, upon and subject to the condition set forth herein, (hereinafter referred to as the said conditions) the work shown in the General Conditions of the Contract.
4. AND whereas the Service Provider has deposited a sum of Rs. _____ (___ lakhs/thousands only) as earnest money in the form of a Demand Draft No. _____ dated _____ issued by _____ in favour of INFLIBNET Centre payable at Gandhinagar as performance guarantee for the said work and has agreed that this be retained by the Institute as part of Security Deposit of Rs. _____ (_____ only)

5. AND whereas the Service Provider/contractor has promised to deposit Rs. _____ (____ lakhs only) as remaining part of the security deposit in the form of a Bank Draft/Guarantee latest by _____
6. AND whereas in pursuance thereof the Service Provider/contractor has commenced the work with effect from _____(Date)
7. In consideration of the payments to be made by the INFLIBNET to the tenderer, the tenderer hereby covenants and agrees with the INFLIBNET to complete the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.
8. The contractor/vendor shall further keep the INFLIBNET indemnified against any loss to the INFLIBNET property and assets. The INFLIBNET shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.
9. That the contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at their risk and cost.
10. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of officer authorized by the Director, INFLIBNET in this behalf, a penalty leading to a deduction unto a maximum of 10% will be imposed.
11. That this AGREEMENT shall come into force w.e.f _____ and shall remain in force for a period of one year. The AGREEMENT may be terminated by the first party on giving the second party thirty days notice. The AGREEMENT may be renewed after one year with mutual consent.

That this agreement may be terminated on any of the following contingencies: -

On the expiry of the contract period as stated above.

By giving one month's notice by INFLIBNET on account of :

- i) for committing breach by the contractor of any of the terms and conditions of this agreement.
 - ii) On assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Director, INFLIBNET.
 - iii) On contractor being declared insolvent by competent Court of Law.
12. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to Director, INFLIBNET or his nominee.
 13. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director, INFLIBNET shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
 14. The expression Director, INFLIBNET shall mean and include an acting/officiating Director, INFLIBNET. The Arbitrator may give interim award(s) and/or directions, as may be required.

15. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said tenderer, _____
_____ to the
CLIENT(INFLIBNET) _____ in the presence of:

Signature of Tenderer (with seal)

Witness (Signature, Name & Address):

- 1)
- 2)

Signature of Authorised representative
of the Client/INFLIBNET Accepting Authority.

Witness (Signature, Name & Address):

- 1)
- 2)

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre
(Tender No.INF/PUR/CANTEEN/ARC/2018-19)

Annexure C-II

INDEMNITY BOND

(ON A STAMP PAPER of Rs.100/-)

We,, having a registered office at, have entered into a contract with Information & Library Network (INFLIBNET) Centre having registered office at INFOCITY, Opp. DAICT, Gandhinagar 382 007, vide contract dated, to provide Taxi services on outsourcing basis at Information & Library Network (INFLIBNET) situated at INFOCITY, Opp. DAICT, Gandhinagar 382 007.

We do hereby indemnify and keep harmless, Information & Library Network (INFLIBNET) Centre, at all times, whether during the continuation of the aforesaid contract and at any time thereafter, in respect of any claim, demand, compensation, liability, penalty, fines, interests, suits etc. of whatsoever nature made, all actions and proceedings taken against the Institute by any party, employee(s), or workman/woman provided by us, on account of any delay, default, lapse, error, or omission on our part, or of rules and regulations, as may be applicable under the said contract from time to time.

We further undertake to indemnify and keep harmless, Information & Library Network (INFLIBNET) Centre against any claim/compensation arising out of any non-payment or short payment of salaries, wages, overtime, or compensation by whatever name called and compensation and claims arising on account of any accident, injury, death, etc. during the course of their engagement by us for the purpose of this contract, or non-fulfillment of any obligation under any of the labour laws as applicable to the class of workers/employees engaged by us for the purpose of this contract.

We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner.

Signature of the Tenderer/Authorized Signatory Name of the Tenderer -----

Address of the Tenderer-----

Seal of the Company/Firm:

Telephone No/ Mobile No.-----