

REGISTERED WITH ACKNOWLEDGEMENT DUE



NOT TRANSFERABLE  
भारतीय कृषि अनुसंधान परिषद का पूर्वी अनुसंधान परिसर  
**ICAR RESEARCH COMPLEX FOR EASTERN REGION**  
(भारतीय कृषि अनुसंधान परिषद INDIAN COUNCIL OF AGRICULTURAL RESEARCH)

आई.सी.ए.आर. परिसर, पोस्ट – बिहार भेटनरी कॉलेज, पटना – 800014 (बिहार), भारत  
ICAR Parisar, P/o - Bihar Veterinary Collage, Patna – 800 014 (Bihar), INDIA  
फोन सं. Phone No. (0612) 2226024, 2228882\*104, फैक्स सं. Fax No.2223956, Web-site: www.icarrcer.in

F.No.IRCER/P&S-53/17-18/DCRFSMLI/

Dated: 05.04.2017

**Invitation for bids and instructions containing terms and conditions for catering services for Krishi Mela to be organised at Motihar (East Champaran) for five days from 15<sup>th</sup> to 19<sup>th</sup> April 2017**

- A Cost of Tender Form **Rs.1,000/- (Rupees one thousand only)**
- B Last date of receipt of Tenders in Office is **3.30 PM on 11.04.2017.**
- C Tenders (technical bids) to be opened at **4.00 PM on 11.04.2017.**
- D Tender to remain open for acceptance up to 30 days from the date of opening.
- E The Tender document is also available at our Web-site: **www.icarrcer.in**

**NOTE:**

1. The Director, ICAR-RCER, ICAR Parisar, P.O. – BVCC, Patna may at his/her discretion to extend this date or cancel this Tender and such extension or cancellation shall be binding on Tenderers.
2. If the date up to which the Tenders is open for acceptance is declared to be a holiday the Tenders shall be deemed to remain open for acceptance till the next working day.



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Dated: 05.04.2017

Note: All the communication must be addressed to the Director, ICAR Research Complex for Eastern Region, ICAR Parisar, P.O. Bihar Veterinary College, Patna – 800 014

**INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS**

**Sub:- Tender for award of catering services for one occasion – reg.**

Sir,

Sealed tender/quotations are invited on behalf of Director, ICAR-RCER, Patna for award of contract for **catering services, for Krishi Mela at Motihari (East Champaran) for five days from 15<sup>th</sup> to 19<sup>th</sup> April 2017**. In case you are interested to undertake the contract, you are requested to send your tender/quotations in a sealed cover and super-scribed as "**Bids for catering services, for Krishi Mela at Motihari (East Champaran) for five days from 15<sup>th</sup> to 19<sup>th</sup> April 2017**" accompanied by a Demand Draft of **Rs. 15,000/-** as earnest money drawn in favour of **ICAR Unit: ICAR-RCER, Patna payable at Patna** which should reach the undersigned latest by 3.30 P.M. on 11.04.2017. The Tender may be dropped in the tender box kept at Room No. 113, ICAR-RCER, Patna in the presence of tenderer who may wish to be present. A copy of the prescribed form showing tentative quantity along with Terms & Conditions is enclosed. This tender will be opened on 11.04.2017 at 4.00 P.M. in the Conference Hall (Room No.203), ICAR-RCER, Patna.

Yours faithfully

For and on behalf of the Director ICAR-RCER



पूर्वी क्षेत्र के लिए भारतीय कृषि अनुसंधान परिषद का अनुसंधान परिसर

**ICAR RESEARCH COMPLEX FOR EASTERN REGION**

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आई.सी.ए.आर. परिसर, पोस्ट – बिहार भेटनरी कॉलेज, पटना – 800014 (बिहार), भारत  
ICAR Parisar, P/o - Bihar Veterinary Collage, Patna – 800 014 (Bihar), INDIA  
फोन सं. Phone No. (0612) 2228805, 2228882\*104, फ़ैक्स सं. Fax No.2223956, Web-site: www.icarrcer.res.in

F.No.IRCER/P&S-53/17-18/DCRFSMLI/

Dated: 05.04.2017

**TERMS & CONDITIONS OF CONTRACT – FOR "CATERING SERVICES, FOR KRISHI MELA AT MOTIHARI (EAST CHAMPARAN) FOR FIVE DAYS FROM 15<sup>TH</sup> TO 19<sup>TH</sup> APRIL 2017"**

1. Bidders are requested to study the terms and conditions of the tender carefully and then submit tenders accordingly. They may, if necessary, visit the Institute to study the layouts.
2. The original copy of the tender document with signature is to be enclosed in double cover. The inner cover should be sealed. The outer cover should be super scribed "**BID FOR "Catering Services, for Krishi Mela at Motihari (East Champaran) for five days from 15<sup>th</sup> to 19<sup>th</sup> April 2017"**" with address of this office and the tenderer shall place two envelopes clearly marked containing technical bid and financial bid separately in the main envelop. All Tenders should be sent by Registered Post. Tenders to be hand delivered should be put in the tenders box, which will be kept in the **Room No.113** Office of the ICAR-RCER, P/O – BVCC, Patna not later than **3.30 PM on 11.04.2017**.
3. The Institute reserves the right to reject any or all of the tenders received without assigning any reason.
4. The essence of the contract is timely supply of sufficient quantity and quality food and maintenance of hygiene and healthy sanitary conditions.
5. The Tender Document must be signed and seal of company on each page to be put by the authorized signatory or by a person holding a Power of Attorney authorizing him/her to do so and such Power of Attorney must be submitted along with the Tender Document. Signed Tender document, in original, must be returned with the bid, placed inside Technical bid, failing which the bid will be summarily rejected.
6. The Institute is under no obligation to accept the lowest or any tender received in response to this tender notice and is entitled to reject any tender without assigning any reason whatsoever.
7. The bidders shall submit documentary evidence in support of the qualification criteria.  
**Mandatory documents to be attached are:**

- i. REGISTRATION CERTIFICATE.**
  - ii. COPY OF VAT/SALES TAX NUMBERS.**
  - iii. COPY OF PAN CARD AND INCOME TAX RETURN OF THE FINANCIAL YEAR 2015-16.**
  - iv. COPY OF REGISTRATION OF SERVICE TAX.**
  - v. COPY OF CERTIFIED BALANCE SHEET OF THE FINANCIAL YEAR 2015-16.**
  - vi. A DECLARATION REGARDING NON BLACK LISTING OF FIRM BY ANY GOVERNMENT ORGANISATION ON ANY GROUNDS.**
  - vii. EXPERIENCE OF HOLDING A MEGA EVENT IN LAST TWO YEARS AT OUTDOOR VENUE.**
8. The bidder should have experience in dealing a mega event in last two years at an outdoor venue.
  9. The bidder should have experience in holding programme for Central/State Government and reputed organization.
  10. Bids with all information and supporting documents by way of copies of work orders, latest Income Tax Certificate, Copy of VAT, Copy of Service Tax Number Certificate etc. to establish their credentials and track record for fulfilling the experience, financial and ranking system requirements, will be considered. The PAN number of the contractor should be clearly mentioned in the bills.
  11. The experience and financial criteria of the bidding entity shall be taken into consideration for assessment and evaluation.
  12. The bidder should not have been black-listed by any organization on any grounds.
  13. The ICAR Research Complex for Eastern Region, Patna reserves the right to use in-house information for assessment of capability of bidders. The decision of the Institute regarding the tender will be final and binding.
  14. The firm / organization should have registration with all Central and State Statutory authorities such as Welfare Department/Food and Health Department, etc. The copies of the certificates of registration should be enclosed with the Tender Document.

15. Bidder shall ensure submission of complete information / documents at the first instance itself. The Institute reserves the right to complete the evaluation based on the details furnished by the bidders without seeking any subsequent additional information. Bids not in compliance with tender conditions or with incomplete information / documents are liable for rejection.
16. Please note that falsification/suppression of information shall lead to the disqualification of the tenderer.
17. Tenders should be complete in all respects and incomplete tenders and tenders not complying with the terms and conditions of the tender document will be summarily rejected without any notice.
18. The catering services need to be provided at **Distrist: East Champaran (Motihari)** for one occasion of the Programme. The catering services are categorized in to the following section:  
  
**A. Lunch Packet**
19. It is the responsibility of the caterer to keep the tables and chairs ready for service, to clear the plates/packets kept by the clientele in the plate-rack in the dining halls, wash and store the same.
20. The serving and cleaning personnel deployed in dining / kitchen area should be separate personnel with different dress/ uniform code.
21. The Caterer should arrange for his own staff for cooking, service and cleaning work. The caterer must employ skilled chefs for cooking all kinds of items - vegetarian, etc.
22. The caterer is required to make his own arrangements for Cooking Material, Serving Material, Stalls, Crockery / Cutlery material or any other material required for preparation/cooking/ service/storage of food items. A **minimum 2 stalls** should be provided at Food Court. The Contractor will employ adequate number of staff in order to maintain efficiency to standard desired by the Institute.
23. The caterer is required to provide packaged drinking mineral water or any other packaged food material procured outside or any other items, at the rate not exceeding the MRP of such items, during programmes / events, as per the requirement of the Institute.
24. **A separate cooking arrangement and use of separate utensils etc., shall be ensured for Vegetarian dishes.**
25. A high standard of catering shall be maintained for all items with due regard to quality and purity of food stuff, quality and quantity of dishes, cleanliness in preparation and handling of food items and utmost courtesy of services. All the

materials used in preparation for food items should be of standard brands. All food items should be **ISI certified and branded**.

26. Caterer will have to supply the cleaning material and cooking materials, get the gas refilled at his cost, also pay for the electricity utilised in the kitchen and dining area or any other area exclusively used by Caterer.
27. The Caterer should ensure that the entire catering premises are kept hygienic and clean. Preventive pest control measures will have to be done by the Caterer. Cleanliness, Maintenance, garbage disposal of the service areas/production areas and the staff rest rooms shall be the responsibility of the Caterer.
28. The Caterer should provide identity cards and uniforms to all his staff at his cost and ensure that all the catering staff wear clean uniforms, as prescribed. The head gear for cooking and service staff in the catering area are also to be provided by the Caterer. Strict personal hygiene has to be observed. Separate uniforms need to be provided for different categories of staff viz. cleaners, servers, supervisors, etc.
29. Penalty as decided by the Institute, will be imposed on the caterer:-
  - i. If there is any dereliction /irregularity in service or delay in service;
  - ii. If the food supplied by the caterer is substandard / non-quality or insufficient quantity;
  - iii. If more than 50% of the total participants / staff / guests rate the services provided by the Caterer as either “average” or “poor”.
30. Penalty will be recovered directly from the bill of the Caterer and the Institute’s decision shall be final.
31. **The Caterer shall be solely responsible for any consequences due to food poisoning. Besides refusal of the entire payment for the sessions, during which such food poisoning has occurred, the Institute may initiate further stringent action, as it may deem fit.**
32. If it is found that there is laxity on the part of the contractor on maintenance of proper hygiene in canteen operations at the kitchen / dining halls in various service points / transport vehicles / personnel handling the food items / surroundings, leaving or storing the crockery / cutleries in places other than the proper locations, stains found due to improper cleaning of plates, utensils, water jugs, water glasses, serving platforms etc, penalty may be levied for each of such violations. The decision of the Institute is final and binding on the contractor

**Conditions related to Statutory Compliance:-**

33. The firm/organization must comply and implement all the statutory provisions of the State & Central Acts relating to the employment of labour, i.e, various Acts relating to payment of Minimum Wages, ESI, PF, Bonus, etc., and all other statutory benefits, as amended from time to time.. In the event of non-compliance, the contractor will be solely responsible for any penalty/fine imposed by the statutory bodies. Further, in the event of any loss incurred to the Institute due to non-compliance, the contractor shall indemnify the same to the Institute.
34. The Caterer shall bear taxes, rates, charges, levies or claims whatsoever as may be imposed by the State/ Central Govt's or any local body or authority from time to time.
35. The firm/contractor shall be solely and fully responsible for lapses, violation and non-compliance, if any of all the statutory dues and the Institute shall in no way be a party to it.
36. The contract either in full or in part shall not be sublet or assigned by the bidder to others under any circumstances. The bidder, whose tender is accepted, should indemnify the Institute against any claim due to non-compliance of any of the terms and conditions of the tender. In the event of the Institute having to pay any individual, statutory body, or any agency for reasons directly or indirectly attributable to this contract, the firm/organization should pay such claim/damages and even if the Institute is called upon to pay such damages, the firm/organization must reimburse the same immediately.
37. The staff deployed by the caterer should be of good conduct and behavior. The Contractor will get all his workers medically examined from approved Registered Medical Practitioner recognized by Indian Medical Council, to be free from communicable diseases in addition to general fitness and will also ensure that waiters on duty are in proper uniform wearing name plates. The Contractor will also ensure that neat and clean uniforms are provided to his staff. The contractor shall obtain adequate insurance policy in respect of his staff to be engaged for the work, towards meeting the liability of compensation arising out of death/injury/disablement at work etc.
38. The Caterer or his employees shall not use the premises allotted to him / her for any purpose other than the purposes defined and shall not act in any manner as to cause any nuisance or annoyance to the Institute or the participants at the Institute.
39. The caterer or his employees shall not aid or participate or support any anti-institutional activity under any circumstances and shall strictly restrict to the work awarded under the contract

40. The Caterer shall be deemed for all legal and contractual purposes, as the employer of the staff employed by him/her for carrying out the contract, and such persons will not have any claim for employment in the Institute now or at a future date.
41. In the event of theft, pilferage or damage to the Government's property, and if proved that the contractor /his staff are responsible; the agency should make good all the losses and remove the concerned person identified as responsible from the services
42. Income-tax and other taxes will be deducted at source from the bill by the Institute at the rate notified by the Government from time to time.
43. The Caterer shall at all times during the continuance of the agreement and shall follow all directions and instructions given by the Institute and all authorized officials concerning every aspect of service and maintenance. The decision of the Institute would be final in all matters.
44. For all disputes arising out of non-adherence of any terms stipulated above, the Director of the Institute is the appellant authority and his decision would be final. However, the legal jurisdiction for all matters would be Patna.
45. The Firm/Organization should be registered as a Sole Proprietor/ Partnership/ Company for carrying out such catering services.
46. The agreement shall be valid for 90 days.
47. The contractor will be responsible for providing all food items mentioned in Annexure-I. For any additional items, which the contractor intends to supply, the weight/quantity of such items should be specified while quoting the proposed sale price of such item.
48. ICAR-RCER nominees reserve the right to take samples of the edibles/ raw material from the Kitchen for the purpose of inspection and testing with a view to maintain the quality. Such samples will however be drawn by authorized person/persons in the manner and as per procedure laid down in the Contract.
49. A Management Committee will be nominated by ICAR-RCER to inspect and oversee functioning of Catering Services with a view to ensure hygiene and sufficient service. In case there are repeated failures or lacuna noticed by the Committee due to failure of Contractor, the Secretary and/or Chairman of the Committee, can impose a fine up to Rs.50000/- (Rs. Fifty thousand only) at one time to be recoverable from bills/security deposit due to the Contractor.
50. The Contractor will ensure that hazardous or inflammable or any intoxicating material is not stored in the office premises.

51. The Contractor will deposit with ICAR-RCER a sum of **Rs. 15,000/- (Rupees Fifteen thousand only) as security deposit** or submit a bank guarantee (as per enclosed performa) valid for 03 months, for this amount towards security against the items provided by ICAR-RCER or any other loss, tear and acts of outside criminal interference, or material causes and riots etc. It will be recovered by ICAR-RCER from the security of Rs. 15,000/- in part or in Total, depending on the extent and nature of loss. Otherwise, the security deposit will be refunded to the Contractor on completion of Contract. The security deposit will bear no interest.
52. In case, any of the caterer's staff suffer any injury or damage or meet with an accident while discharging their duty, the entire cost of compensation should be borne by the caterer. For this purpose, the caterer shall cover his staff with adequate insurance policy.
53. The ICAR-RCER will not be in any way responsible for any loss or damages accruing to any goods, stores or articles that may be kept by the Contractor in the canteen premises including kitchen and other rooms.
54. For termination of this agreement **02 days notice will be required from either side** in writing.
55. In case of any dispute the matter shall be referred to the Director, ICAR-RCER, and his decision will be final and binding on the Contractor.
56. The Institute is **not bound to accept the lowest or any other tenders** and also reserve to itself the right of accepting the tenders in whole or in part or cancel the same.
57. List of offices or organization where the catering had been running or presently running, should be enclosed.
58. **EMD of Rs. 15,000/- (Refundable)** should be submitted along with the tender in the form of Bank Draft or Bank Guarantee (as per enclosed Performa) .

**(Signature of Contractor/bidder)**

**Name:** .....

**Contact No.:** .....

**Price List / Rate Schedule**

To,

The Director,  
ICAR-RCER, ICAR Parisar,  
P/O – BVCC, Patna – 800 014.

**Sub: CATERING SERVICES FOR KRISHI MELA TO BE ORGANISED AT MOTIHAR (EAST CHAMPARAN)  
FOR SEVEN DAYS FROM 13<sup>th</sup> to 19<sup>th</sup> APRIL 2017- reg.**

Sir,

I/We intend to submit the tender/quotation on the subject mentioned above and hereby consent to agree/accept all the terms and conditions stipulated in ICAR-RCER tender. The information desired and the rates quoted are as per following details:-

Sr. No.	Name of item	Unit	Unit Rate to be charged (Rs.)	Total unit (Anticipated)	Rate to be charged (Rs.)
(1)	(2)	(3)	(4)	(5)	(6) = [(4)x(5)]
A.	<b>Lunch Packet Vegetarian (including mineral water and disposable glass)</b>  Puri (12 pcs.), Mix Vegetable (200gm), Achaar (1 pc), Salad (50gm including Cucumber, Onion and Green Chilly), Sweet (1 Pc.) and water bottle	Per Packet		6000.00	
				<b>Sub Total</b>	
					<b>Service Tax on Sub Total</b>
					<b>Grand Total</b>

**Note:** This is only anticipated quantity, however, for evaluation of bids, the Rate quoted on the basis of this, will be taken in to account.

(Signature of Contractor/bidder)

Name: .....

Contact No.: .....

**MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD**

Whereas M/s ..... (hereinafter called the “tenderer”) has submitted their offer dated..... for the supply of ..... (hereinafter called the “tender”) against the purchaser’s tender enquiry No. ....

KNOW ALL MEN by these presents that WE ..... of ..... having our registered office at ..... are bound unto ..... (hereinafter called the “Purchaser) in the sum of .....for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ..... day of ..... 2017.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
  - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 90 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the authorized officer of the Bank)

.....  
.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,  
The Director,  
ICAR-RCER, ICAR Parisar,  
P/o – BVCC, Patna – 800 014 (BIHAR).

WHEREAS ..... (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no..... dated ..... to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs....  
.....  
(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier 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 the ..... day of ....., 20.....

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch