

NATIONAL INSTITUTE OF ELECTRONICS & INFORMATION TECHNOLOGY (NIELIT) AJMER

Re-tender Notice

Ref. No. NIELIT/AJM/Admn/Hostel-Mess-Canteen/2016-17/

Dated: 20/03/2016

NIELIT, Ajmer centre invites bid in two separately sealed envelopes bearing "Technical Bid" and "Commercial Bid" enclosed in One single envelop bearing "Tender No. 2016-01 for **Providing Mess Facilities for Boys & Girls Hostel Separately & Canteen at NIELIT Ajmer**" dated 20th March 2016, for duly registered reputed firms/agencies for running of the following Mess and Canteen at NIELIT Ajmer Centre.

- a. Boys Hostel Mess
- b. Girls Hostel Mess &
- c. Canteen at the Academic Block

Information

1	Tender reference	Tender No. 2016/01
2	Date of Commencement of sale of Re-tender documents	21/03/2016
3	Last date of issue of tender document	30/03/2016 upto 3:00 pm
4	Last date of receipt of Tender document	30/03/2016 upto 3:00 pm
5	Date, time & venue for opening of Technical/qualification bids & evaluation and presentation wherever applicable.	30/03/2016 at 4:00 pm, Office of the Director-in-charge, NIELIT Ajmer Centre
6	Opening of Price/commercial bid evaluation	To be intimated later
7	Address for communication	Director-in-charge, NIELIT Ajmer Centre, Village Kohda, Kekri, Ajmer
8	Fee for tender document	Rs. 500/-

Note: If the date fixed for opening of Tender is declared holiday by the Central Government, the same would be opened on next working day with time for opening of technical bid remaining the same as above.

1. Director-in-charge, NIELIT Ajmer centre reserves the right to extend the date of acceptance of Tender offer by upto 30 (thirty) days. Such an extension would be binding on the tenderers.
2. If the date up to which the tender is open for acceptance is declared to be a holiday, the tender shall be deemed to remain open for acceptance till the following working day at the same time.

Date:

Bidder

In-Charge-Administration

L. Gaurish Sharm
20/03/16

**NATIONAL INSTITUTE OF ELECTRONICS & INFORMATION
TECHNOLOGY (NIELIT) AJMER**

INVITATION FOR TENDER

Name of the work : **Providing Mess Facilities for Boys & Girls Hostel
Separately & Canteen at NIELIT- Ajmer.**

Name of the Bidder : _____

Address : _____

Phone & Mobile No : _____

Email address : _____

*L. Ganesh Sharma
20/03/16*

NATIONAL INSTITUTE OF ELECTRONICS & INFORMATION TECHNOLOGY (NIELIT), AJMER

INVITATION FOR TENDERS FOR PROVIDING MESS FOR BOYS AND GIRLS HOSTEL SEPARATELY & CANTEEN FACILITIES AT NIELIT- AJMER

To,

Dear Sir,

Sub: Invitation for Tenders for providing Mess at Boys & Girls Hostel **separately** and Canteen facilities at NEILIT Ajmer.

You are invited to submit your most competitive rate for monthly mess and canteen charges towards our requirements given below and explained in terms & conditions :-

Brief Description of the work	Approximate capacity of students	Requirements
Preparing and providing breakfast/nasta, lunch, Dinner at Institute's Mess for boys and girls hostel separately & Canteen.	Student Capacity in Hostels are approx. 100 (60 for boys hostel & 40 for girls hostel) and only desirous students will take food in Mess and Canteen	As given in terms & conditions

Particulars About Breakfast & Meals

Particulars	Content/ Items	Quantity Per day
Morning Breakfast	Standard Indian Breakfast with varieties of Items including egg	As per the enclosed menu as Annexure I
Veg. Meals Lunch & Dinners	Chapati, Rice, Daal, Sabzi (two), Optional Items (pickle, onion, chatni, butter milk, etc)	As per the enclosed menu as Annexure I

INSTRUCTIONS:

NOTE: Please note that only desirous students will take food in the mess-canteen.

TENDER FORM:

The tender documents containing all the details, specifications, terms & conditions may be obtained from the office of the Director-in-charge, NIELIT, Ajmer Centre, Village Kohda, Kekri, on payment of Rs. 500/- only in cash from 10:00 am to 3:00 pm during the specified dates or may be downloaded from the website <http://nielit.gov.in/> or [www.http://chandigarh.nielit.gov.in](http://chandigarh.nielit.gov.in) or [www.http://delhi.nielit.gov.in](http://delhi.nielit.gov.in). Downloaded form should be accompanied by prescribed fee in the form of DD in favour of Director-in-charge, NIELIT Ajmer, payable at Kekri (Rajasthan).

Duly filled in tender/bid must reach the office of the undersigned on or before 30th March 2016 till 3:00 pm. Tenders received thereafter shall not be accepted in any case.

Each page of tender comprising Annexures and Enclosures should be signed by the tenderer (s) and submitted along with the technical bid.

L. Gaurish Sharma
20/03/16

BID SUBMISSION

The bids are to be submitted in two envelopes separately and enclosed in one larger envelop as under:

Envelope No. 1: Technical bid

Qualification Bid. (Please see the qualification criteria). Fill in all the details and submit the sealed envelope along with Earnest Money Deposit of Rs. 10,000/- (Rs. Ten Thousand Only) by way of Demand Draft in favour of **Director-in-charge, NIELIT, AJMER, payable at Kekri (Rajasthan). This EMD may be adjusted in Security Deposit of successful bidder.**

Envelope No. 2: Commercial bid

The second envelop will contain the commercial bid which will be the price quotation. Offer in the Price Bid form should be mentioned both in figures as well as in words.

TERMS AND CONDITIONS FOR MESS AND CANTEEN:

1. Scope of work

- a) The Contractor will run the Mess and Canteen on License basis in the premises of the NIELIT, Ajmer for Boy's and Girl's Hostel Mess separately and Canteen at the Academic block of the Institute.

2. Eligibility

- a) Party should have minimum 3 years' experience of running mess/canteen for industry/ corporate section/ college having student/staff strength of approx. 150.
- b) The tendering agency/individual must have atleast 80% of the budget of one month's expenditure for 100 students and this should be supported by the latest bank statement. **The bank statement should be submitted along with the commercial bid.**
- c) The contractor shall submit a copy of food licence issued by the Director Health Services, Rajasthan after paying the prescribed licence fee, under the prevention of Food Adulteration Act. Any officer authorised for the purpose shall carry out the regular checking of the eatables in the Canteen including Hostel mess. The contractor shall be liable to pay a fine upto Rs.1000/- in case of any adulteration or quality failure.
- d) In the near future as per the demand, non-veg items may be included. The contractor should be flexible and negotiable to include non-veg items in the menu.

3. Period of Contract

- a) The period of agreement will be for 01 (one) year for the Academic Year 2016-17 or earlier as the case may be and will be effective from the date as decided by NIELIT Ajmer Office.

*L. Gouda Sharma
20/03/16*

- b) The period of contract shall be for a period of one year initially extendable on year to year basis maximum for two years i.e. the maximum period of contract shall be of 3 years duration from the date of commencement of the contract, which is subject to satisfactory performance of the contractor, and compliance of all terms and conditions. Provided that this Institute shall be open for negotiation of rates with the 2nd and 3rd lowest firms to bring them at par with the highest offer in order to prepare a panel of firms as an alternate and stand by arrangement.

4. Licence Fee

- a) The License Fee will be Rs. 5,000/- (Rupees Five Thousands only) per month for the boys and Girls hostel mess to compensate usage charges of Hostel premises and Rs. 1500/- (Rupees One Thousand Five Hundred only) per month for the canteen to compensate the usage charges of Canteen premises.
- I. The licence fee shall be increased by 5% on the completion of each year. The increase shall be worked out on the licence fee last payable. It is further subject to the satisfactory compliance of the other terms and conditions of licence deed.
- II. The contractor shall pay monthly licence fee in advance on or before 10th day of the month.
- III. If monthly licence fee is not paid in full by the due date, the allottee shall, be liable to pay interest 10% per annum for the period w.e.f. 1st of that month till the time full payment is made.
- b) A separate meter (submeter) will be installed for electricity consumption by the contractor and the billing will be as per the meter reading.

5. Security Deposit

- a) Contractor has to deposit an amount of Rs. 50,000/- (Rupees Fifty Thousand Only) towards Security Deposit. This security deposit of Rs 50,000/- will be for the Boys and Girls Hostel Mess and Canteen.
- b) The successful bidder required to remit Security Deposit of Rs. 50,000/- (Rupees Fifty Thousand Only) should be in the form of Bank Demand Draft drawn in favour of Director-in-charge, NIELIT, Ajmer payable at Kekri (Rajasthan).
- c) The Security Deposit, paid by Contractor to the NIELIT shall be refunded on termination of the Memorandum / agreement in the manner as may be deemed fit by NIELIT and on due satisfactory performance of the services and completion of all obligations by the tenderer/supplier.
- d) The NIELIT-AJMER will not pay any interest on Earnest Money Deposit and Security Deposit.

L. Gaurish Sharma
20/03/16

6. General Duties

- a) The canteen and hostel mess shall function on all days of the week and the canteen shall remain open between 8.00 a.m. to 9.00 p.m.
- b) The contractor will display the weekly menu in advance.
- c) The Contractor will provide good (break-fast, lunch, dinner, feast and changes as required etc.) services in the mess/canteen and will charge fair and reasonable charges for the same.

7. Equipments and Utensils

- a) No equipment will be provided by the NIELIT Ajmer. NIELIT Ajmer will however provide modicum furniture and water as per the availability. The contractor shall be responsible for maintenance and upkeep of the furniture. The same shall have to be replaced in damage during the period of this contract.
- b) Contractor will utilize the furniture and premises of the NIELIT and have to take proper care and precaution.
- c) The contractor has to arrange all cooking equipment, utensils, crockery, services etc. and all other items required to run the canteen/mess smoothly at his own cost.
- d) The contractor shall have to provide proper show cases and sale counter which shall be fly proof.
- e) The Contractor has to arrange for commercial Gas Cylinders for Mess-Canteen.
- f) Separate Memorandum of receipt of Article delivered by NIELIT to Contractor will be made between both parties.
- g) Handover of the licensed property is made by NIELIT to Contractor on date of execution of the contract.

8. Rates

- a) The rates for the canteen including hostel mess items/eatables shall be charged from the students/staff/public on the fixed rates.
- b) The rates of items served in Canteen / Mess may be increased from 5% to 10% keeping in view the hike in prices of commodities, with prior approval of competent authority.
- c) The contractor cannot make any alteration in rates without the prior approval of Director, NIELIT Ajmer.
- d) Rate list of all the articles kept for sale shall be displayed near the counter by the contractor at his own cost.

Date:

Bidder

In-Charge-Administration

L. Gaurinder Sharma
20/03/16

- e) The contractor cannot charge more than the MRP mentioned on the items.

9. Quality Control

- a) The Contractor will use good quality ingredients for the breakfast, lunch, dinner, feasts etc. The Contractor will maintain cleanliness, full hygienic atmosphere in the Mess. Non-observance of the conditions will lead to cancellation of the Mess-Canteen contract.
- b) The Contractor will be responsible for the food poisoning, mis-happening etc., if any, occurred due to use of the raw material, utensils, or apparatus in the hostel mess-canteen of the NIELIT by the Contractor.
- c) The Contractor will not serve the items prepared at the time of Lunch for the dinner. Similarly will not serve the items prepared at the time of Dinner for Breakfast/Lunch of next day. Any complaint received in this regard from the students/Warden will also lead to cancellation of the Mess-Canteen Contract.
- d) The quality of the food served by the Contractor (for breakfast, lunch, dinner & feast) will be checked occasionally by the Committee constituted by the NIELIT Ajmer.
- e) The Contractor will provide 100% pure and safe drinking water by taking care of cleanliness of water cooler etc.

10. Food Licence

- a) The Contractor will be responsible for getting the License and Clearance under the Food Adulteration Act, necessary for conducting the business of Mess-Canteen.

11. Commencement of work:

- a) A separate commencement letter will be issued apart from the award of contract letter.
- b) The contractor is required to commence the work within 15 days of the issue of the commencement letter. In case of non-commencement of work, a penalty @ Rs.200/- per day w.e.f. the date of issue of commencement letter shall be imposed with a maximum of Rs. 3000/-. After the lapse of 15 days, NIELIT Ajmer will be at liberty to cancel and award the contract to the next lowest bidder without any prior notice

12. Canteen Staff and Hostel Mess Staff

- a) The Contractor should employ adequate staff numbering about 3 (three) for cooking, 5 (five) for serving, washing and maintaining the mess and canteen.
- b) However the manpower will increase as per requirement.
- c) They should always be in neat and clean uniform.
- d) The Contractor should also employ a female attendant for the Girls Hostel Mess.
- e) The Contractor will be responsible for the wages remuneration, allowances, leaves

*L. Gaurish & team
20/03/16*

etc. of the employee engaged by the Contractor for the purpose of running the mess-canteen, and NIELIT will not be responsible in any manner towards the employee and the workers of the Contractor. The Contractor will also be responsible for all liabilities of his Employee's Provident Fund, E.S.I. etc. The NIELIT will not be treated as Principal Employer for any purpose.

- f) The Contractor will submit the medical certificates of the workers once in six months.
- g) The Contractor will not employ juveniles or the child labour.

13. Illegal Activities

- a) The Contractor will not hold parties meant for outsider, who are not connected in any way with the NIELIT.
- b) The Contractor will not serve banned items like cigarettes, alcoholic drinks, narcotics, tobacco items & Ghutka etc. in the Mess-Canteen premises.
- c) It is specifically stated by the NIELIT that the Contractor must not involve in any illegal activity. It is specifically stated that if at any later date, if it is noticed that any illegal activity is carried out in the Hostel Mess-Canteen or in the NIELIT premises, the NIELIT will immediately take action to terminate the Hostel Mess-Canteen Contract without any notice to Contractor.

14. Amalgamation/encroachment/defacement of building

- a) The Licencee shall not make any addition or alteration/defacement of any sort in any part of the said building without the prior permission in writing of the Director-in-charge, NIELIT Ajmer Centre. The Licencee is not entitled to sub-divide the shop or to amalgamate it with any other parts of the building. The area in front of the said building shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than a public passage.

15. Hygiene/ Sanitation and Indemnification by the Licencee

- a) The Licencee shall keep the premises in a clean, hygienic condition and shall pay for the cost of any damage thereto or to adjacent premises, caused by negligence or misuse of premises. In case any area is found dirty and unhygienic around the space, a fine of Rs. 200/- (Rs. Two hundred only) per day till the things are set right, may be imposed on him for every lapse by the Director-in-charge, NIELIT Ajmer. The Licencee shall indemnify the Director-in-charge, NIELIT Ajmer against any loss or damage to the premises caused by fire.

*L. Gaurish Sharma
20/03/16*

16. Police Verification:

- a) The licensee will ensure that the police verification of all the persons deployed by him in the allotted premises have been got done.

17. Termination of contract:

The contract may be terminated on occurrence of any of the following contingencies:-

- a) On the expiry of the contract period without any prior notice.

Or

- b) In the event of the non-payment of monthly Licence Fee, electricity and water charges within 30 days of the due date and any other default.

Or

- c) If the contractor fails to commence the work within 15 days of the issue of commencement letter (refer para 11 (a)), his contract will be terminated without any notice and the security deposited shall stand forfeited. NIELIT Ajmer Centre authorities will be at liberty to award the contract to the next lowest bidder without any prior notice.

Or

- d) In case the services rendered by the contractor are found unsatisfactory by giving 3 (three) months' notice.

Or

- e) In case of breach of any of the terms and conditions of the contract by the contractor by giving 3 (three) months' notice.

Or

- f) On assigning the contract or any part thereof or any benefit or interest therein or there under by the contractor to any third person for sub-letting the contract wholly or a partly by giving 3 (three) months' notice.

Or

- g) On the contractor being declared insolvent by competent Court of Law without any notice.

Or

- h) If Contractor decides to stop his business in the premises of NIELIT, he will have to serve 3 (three) months' notice as well if NIELIT wishes to cancel the agreement with the Contractor; NIELIT will serve 3 (three) months' notice. If the contractor

*L. Gaurish Sharma
20/03/16*

does not give the requisite notice then the security deposit shall be forfeited in proportion to the period falling short of the specified notice period.

"Provided that during the notice period for termination of the contract, in the situations contemplated above, the contractor shall continue to discharge his duties till the terminations to the contract."

18. Legal Disputes and Obligations

- a) All legal disputes are subject to the Jurisdiction of AJMER & Kekri Courts only.
- b) All other conditions as may be necessary in view of the NIELIT and which are communicated by NIELIT to Contractor in writing from time to time; shall also form a part of the agreement, unless specifically declined by Contractor within seven (07) days from the date of communication.
- c) In case of Breach of conditions by the Contractor, the NIELIT will be entitled for compensation and reserves the rights to enter the licensed premises and take the delivery of the same in case of breach of conditions.
- d) The working days/hours of the Mess-Canteen will be determined by the NIELIT.
- e) The Contractor will not sub-let the contract to any party.
- f) Preparation of mess/canteen bills, collection of mess-canteen bill amount / collection of advance amount against mess-canteen bills, recovery of dues, refund (if any) and any other matter related with mess-canteen bills is the responsibility of the contractor only. NIELIT will not be responsible for the same in any manner.

A. G. Gouda Sharma
20/03/16

TENDER no 2016-02
(To be completed by the bidder on the Firm Letter Head)

Description of the works: **Providing Mess-Canteen facilities at NIELIT, AJMER.**

To,

The Director-in-charge,
NIELIT Ajmer Centre,
NIELIT Campus, Village Kohda
Kota Road, Tehsil Kekri, AJMER-305 404

Subject: Submission of Tender Documents
dated _____.

Sir,

We offer to execute the works described in your advertisements and details received from NIELIT-AJMER. Referred to above in accordance with the conditions, we are pleased to submit the tender documents.

Sl. No	Particulars	Name and Number
1	Tender Reference no	
2	Description of the work	
3	Demand Draft	Amount No.

Yours faithfully,

Authorized Signature

Date: _____

Name of the Signatory :

Name of Bidder/Firm :

Address :

L. Gaurish Sharm
20/03/16

Mess & Canteen Work Experience

Name of Client	Contract No.	Value of Work	Date of Order	No. of Users	Remarks
1					
2					
3					

DOCUMENTS TO BE ENCLOSED

1. A Demand Draft of Rs. 10,000/- (Rs. Ten Thousands Only) in favour of Director-in-charge, NIELIT, AJMER payable at Kekri as EMD.
2. Documents-Licenses i.e. Shops & Establishment of Registration, Labour License, Food & Drugs, Income Tax, Professional Tax, ESI, PF etc. as per the legal requirements.
3. Testimonials from Organizations where bidder has served/serving.
4. All the tender documents signed and stamped.

L. Gouda Sharma
20/03/16

TENDER no 2016-02
(To be completed by the bidder)

Description of the works: **Providing Mess-Canteen facilities at NIELIT, AJMER.**

To,

The Director-in-charge,
NIELIT Ajmer Centre,
NIELIT Campus, Village Kohda
Kota Road, Tehsil Kekri, AJMER-305 404

Subject: Providing Mess-Canteen Facilities at NIELIT, AJMER.
Reference: Your letter dated _____.

Sir,

We offer to execute the works described in your advertisements and details received from NIELIT-AJMER. Referred to above in accordance with the conditions, we offer the rates as under:

For Veg					
Sl. No	Rates for	Breakfast (Rs)	Lunch (Rs)	Dinner (Rs)	Total (Rs)
1	Per member per diet				
2	For Non Member per diet				

In words

1. Rupees

2. Rupees

Note : Only desirous students will take food in the canteen/mess. And payment will be only for the foods taken.

Please refer particulars about breakfast & meals.

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

Yours faithfully,

Authorized Signature

Date: _____

Name of the Signatory :

Name of Bidder/Firm :

Address :

Date:

Bidder

In-Charge-Administration

General information for tenderers

1. Venue

Venue of running the Hostel Mess will be Boys & Girls Hostel separately and the Canteen at the Academic block of NIELIT, Ajmer Centre.

2. Brief Description of Work:

Providing Mess facilities for Boys & Girls Hostel separately and Canteen at NIELIT, AJMER Centre.

3. Quality of work:

As per IRCTC (Indian Railway Catering and Tourism Corporation) standards unless mentioned.

4. Qualifying conditions for bidding:

- a. Tenderer should have prior experience in running the Hostel-mess-canteen for a period of 3 years.
- b. The tendering agency/individual must have atleast 80% of the budget of one month's expenditure for 100 students and this should be supported by the latest bank statement. The bank statement should be submitted along with the commercial bid.
- c. The tendering agency/individual shall furnish Earnest Money Deposit of an amount as indicated in the above paragraphs in the form of a Demand Draft issued by a Schedule Bank in favour of Director-in-charge, NIELIT, Ajmer Centre payable at Kekri, Rajasthan.
- d. Copy of VAT/Commercial Tax Regd. No./Certificate or Service Tax registration document shall be enclosed with the tender documents by the firms/agencies.
- e. Copy of PAN/TAN Card shall be enclosed with the tender documents.
- f. Declaration by the tenderer that the tenderer have not been blacklisted or debarred by any Department of any State Government/ Central Government /Public Sector Undertaking or any of its proprietor/directors/partners have not been convicted by a court.

5. Disqualification:

- a. Tenderer who have been blacklisted or otherwise debarred by any Department of any State Government/Central Government/Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of 5 (five) years, whichever is earlier.
- b. Any Tenderer whose Contract with any Department of any State Government/Central Government/Public Sector Undertaking has been terminated before expiry of the contract period at any point of time during the last five years, will be ineligible.

L. Gouda Sharma
20/03/16

- c. Tenderer whose Earnest Money Deposit (EMD) and/or Security Deposit has been forfeited by Department of any State Government/Central Government/Public Sector Undertaking during the last 5 (five) years, will be ineligible.
- d. If the proprietor/any of the partners of the tenderer firm/any of the Director of the Tenderer company have been, at any time, convicted by a Court of an offence and sentenced to imprisonment for a period of 3 (three) years or more, such Tenderer will be ineligible.
- e. Tenderer who have supplied defective items to the NIELIT centres, on any occasion in the past 5 (five) years, without the same having been replaced, will be ineligible. The decision of Director-in-charge, NIELIT Ajmer in this regard shall be final.
- f. Any attempt direct or indirect, to cast influence, negotiation on the part of the tenderer with the officials/authority to whom he will submit the tender or the tender accepting official/authority before the finalization of tenders will render the tenderer liable for exclusion from consideration.

6. Instructions for Submitting Tender:

The instructions to be followed for submitting the tender are set out below

- a. The Tenderer must fill up and sign the forwarding letter given in the format and also furnish full, precise and accurate details in respect of information asked for in format.
- b. The bids are to be submitted in two envelopes separately and put in a bigger envelop sealed and superscripted as "Tender no 2016-01 **Providing Mess-Canteen facilities at NIELIT, AJMER**" as under:

i. **Envelope No. 1: "Technical bid"**

Fill in all the details and submit the sealed envelope along with Earnest Money Deposit of Rs. 10,000/- (Rs. Ten Thousand Only) by way of Demand Draft in favour of Director-in-charge, NIELIT, AJMER, payable at Kekri (Rajasthan).

ii. **Envelope No. 2: "Commercial bid"**

The second envelop will contain the commercial bid which will be the price quotation. Offer in the Price Bid form should be mentioned both in figures as well as in words.

c. Signing of Tender:

- i. Person(s) signing tender shall state the capacity in which he/she is, or they are, signing the tender, e.g., as sole proprietor of the firm, or as

*L. Gairda Sharma
20/03/16*

Secretary/Manager/Director, etc., of a limited company.

- ii. Person(s) signing tender or any other documents forming part of the tender, on behalf of another, or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has the authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the tender/contract. If the person so signing the tender fails to produce the said power of Attorney, his tender shall be summarily rejected without prejudice to any other right of the Institute under the contract and law.
- iii. The power of attorney should be signed by all the partners in the case of a partnership concerned, by the proprietor in case of a proprietorship company. The entire tender document must also be signed on each page by the authorised person.

7. Earnest Money Deposit (EMD)

- a. Each tender must be accompanied by Earnest Money Deposit of the amount specified, in the form of Demand Draft issued by a Scheduled bank in favour of Director-in-charge, NIELIT Ajmer Centre, payable at Kekri, Rajasthan. Any tender which is not accompanied by Earnest Money Deposit shall be summarily rejected. The tenderer shall be permitted to bid on the expressed condition that in case he modifies his offer or terms and conditions thereof, after submitting his bid, for any reason whatsoever during the tender process, the Earnest Money Deposit furnished by him shall stand forfeited, without any prejudice to any other rights and remedies of the Institution under contract and law, and the Tenderer will be liable for any loss suffered by the Institution on account of his withdrawal/modification, etc., besides forfeiture of EMD. He will also be debarred from participating in any other Tender Enquiry with NIELIT for 5 (five) years.
- b. The Earnest Money Deposited will be returned to the unsuccessful tenderers within a period of 30 (thirty) days from the issue of the acceptance letter to a successful tenderer, after the said successful tenderer has furnished the security deposit and performance guarantee, if he does not desire the same to be adjusted towards the security deposit and/or performance guarantee. However, in case the tenderer is disqualified during technical evaluation, the Earnest Money Deposit will be refunded within 15 (fifteen) days of technical disqualification of the tenderer. No interest whatsoever, shall be payable on Earnest Money Deposit, in any case.

8. Security Deposit:

- a. Successful Tenderer shall furnish within 7 (seven) days of acceptance of his tender, a security deposit of Rs. 50,000/- in form of a Demand Draft issued by a Scheduled bank in favour of Director-in-charge, NIELIT Ajmer for due, proper and complete discharge of all their obligations under the contract. The security deposit shall not earn any interest.
- b. In the event of the tenderer's failure, after the communication of acceptance of the tender by NIELIT, Ajmer to deposit Security deposit within 7 (seven) days of

L. Gouda Sharma
20/03/16

acceptance of his bid, the same shall be summarily rejected besides forfeiture of the EMD and the Institute shall proceed for appointment of another agency/individual.

- c. The security deposit will be refunded to the agency/individual on due satisfactory performance of the services and on completion of all obligations by the tenderer/supplier.
- d. Any loss or damage arising out of and incurred by the Institution by the conduct of the agency will be recovered from the agency/individual and will be adjusted from the security deposit.

9. Cancellation of work:

The Director-in-charge, NIELIT Ajmer Centre reserves the right to cancel the contract/work order at any point of time without assigning any reason thereof.

10. Non transferable:

The tender document is not transferable.

11. No obligation to accept lowest bid.

The Institution is not bound to accept the lowest bid and reserves the right to accept or reject all or any tender in full or in part without assigning any reason thereof.

12. Rejection of Incomplete and conditional tenders.

Incomplete and conditional tenders shall be summarily rejected.

13. Tenders received after last date.

Tenders received after last date will be rejected.

14. Validity

Tender shall be valid for a period of six months from the date of opening of tender.

15. Force Majeure

If at any time, during the continuance of the agreement the performance in whole or in part, by the firm, of any obligation specified in the agreement, is prevented, restricted, delayed or interfered, by reason of war or hostility, act of the public enemy, civic commotion, sabotage, act of State or direction from statutory authority, explosion, epidemic, quarantine restriction, fire, floods, natural calamities or any act of GOD, (hereinafter referred to as event), provided notice of happenings of any such event is given by the firm to NIELIT Ajmer Centre within seven calendar days from the date of occurrence thereof, the firm may be excused from performance of its obligation. Provided further that the obligations under the Agreement shall be resumed by the firm, as soon as practicable, after such event comes to an end or ceases to exist. The decision of NIELIT Ajmer Centre as to whether the obligations may be so resumed (and the time frame within which the obligations may be resumed) or not, shall be final and conclusive.

L. Geinde Sharma
20/03/16

Annexure I

Particulars About Breakfast & Meals

Particulars	Content/Items	Quantity per day per person
Morning Breakfast	1. Aaloo parantha, aachar and sauce with milk	** items are limited 200 gm, milk 200 ml
	2. Poha with namkeen, onion and lemon with milk	
	3. Bread Pakoda, sauce with milk **	
	4. Bread sandwich, sauce with milk **	
	5. Idli sambhar with milk	
	6. Plain parantha/choumein with milk	
	7. Kachouri/Samosa/Aalobada etc. spl. with milk **	
Lunch	1. Daal/Chole/Rajma	Unlimited except curd
	2. Dry channa masala/green veg (seasonal)	
	3. Curd/Veg raita/bundi raita	
	4. Rice/jeerra rice/veg pulao	
	5. Buttered chapati	
	6. Salad and aachar	
Evening	1. Tea	Limited 150 ml
Dinner	1. Daal/Besan Gatta/aaloo tamatar	Unlimited
	2. Green veg (seasonal)	
	3. Buttered chapatti	
	4. Khichadi & daliya (if asked)	
Special Sunday	1. Chole Bhatura with sweet (gulabjamun)	Unlimited except sweets
	2. Pav bhaji with sweet (Ice cream)	
	3. Daal Baati with sweet (churma)	
	4. Paneer preparation with parantha, puri, etc with sweet (rasgulla)	
	5. Malai kofta with parantha, puri, etc. with sweet (kheer)	

Note :

1. Rice to be served every day during lunch.
2. In a week there should be no repetition regarding menus in general and sabjis in particular.

L. Gaurish Sharm
20/03/16