

CENTER OF INNOVATIVE & APPLIED BIOPROCESSING

(Dept. of Biotechnology)
Knowledge City, Sector-81, Mohali. (Pb)
Website: www.ciab.res.in

Notice Inviting Tender (NIT)

CIAB/6(51)/2017/Gen

Name of Work: - Allotment of space for running cafeteria in the premises at Main Campus, CIAB, Knowledge City, Sector-81, Mohali.

Sealed item rate tender online e-tender is invited on behalf of the Chief Executive Officer, Centre of Innovative & Applied Bioprocessing (CIAB), Mohali for the work of “- **Allotment of space for running cafeteria in the premises at Main Campus, CIAB, Knowledge City, Sector-81, Mohali.**” as per terms and conditions provided in the tender document.

The tender document may be directly download from the website of CIAB www.ciab.res.in or E-Central Public Procurement portal (<https://eprocure.gov.in/eprocure/appin>). **Single bid i.e., containing the Technical & Financial bids, must be submitted on or before 18th October 2023 (up to 3.00 PM), along with the appropriate EMD as per below mentioned schedule:**

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| 1. | Issue/download of Tender documents | From 28 th September 2023 |
| 2. | Last date and time for submission of sealed Tender | 18 th October 2023 (up to 3.00 PM) |
| 3. | Date & time of opening of technical bid | 19 th October 2023 at 3.30 PM |
| 4. | Earnest Money Deposit | Rs. 5,000/- |
| 5. | Duration of Allotment | 05 Years from period specified in tender document with annual evaluation |

NOTE: Only online e-tenders shall be accepted. The bids are to be submitted on E Central Public Procurement portal (<https://eprocure.gov.in/eprocure/app>). Bids received by offline mode/FAX/email will be summarily rejected

The Chief Executive Officer, CIAB reserves the right to accept/reject any tender in part or full without assigning any reason.

Administrative Officer

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TENDER NOTICE

Tender No. CIAB/6(51)/2017/Gen

1.0 Sealed item rate tenders are invited on behalf of the Chief Executive Officer, CIAB from eligible firms/individual/proprietor who have executed similar works with Central govt/State govt. /Autonomous bodies, University, Institutes of Central / State Govt. /PWDs /MES /HUDA /PUDA /CPWD /PSUs and any private company/offices for the work of - **Allotment of space for running cafeteria in the premises at Main Campus, CIAB, Knowledge City, Sector-81, Mohali.**

1.1 For the purpose of this clause 'Similar work' means the work of **in running of cafeteria/Juice Shop/canteen/tea snacks shop/Mess**

1.2 The following basic technical eligibility criterion is mandatory for bidders. Failure to submit shall mean to disqualification: -

1.2.1 Bidder having experience **in similar works** for one year during the last 03 years as described above.

1.2.2. Bidder provide undertaking on their letter head i.e. not debarred and blacklisting from any firm/institute/office.

1.2.3 The earnest money deposit/MSME Certificate as per mentioned in tender document.

Department reserves the right to ask contractor for detailed works details authenticated by concerned Government/private department to ascertain the scope of work done, in case, there is any doubt. Contractor shall fully co-ordinate in providing such documents/details.

Note: -The Tenderer shall produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, CIAB of having satisfactorily completed similar works of magnitude specified above. Completion Certificates to be enclosed.

2. Agreement shall be drawn with the successful tenderer on prescribed format by the Competent Authority. Tenderer shall quote his rates as per various terms and conditions laid down in the tender document.

NOTE: - The scanned documents should be clear and readable. In case, the documents are found non-readable or in-complete (half scanned/without signatures/stamp etc.), the same shall not be considered for evaluation. Bidders to do compliance accordingly.

Bidders are advised to upload only relevant documents pertaining to cited work to avoid wastage of stationary, resources of department.

1. Envelope -1 marked as Technical Bid and financial bid containing the following-

a) Scanned Copy of EMD/MSME Certificate in the prescribed format (i.e., DD/cash receipt, as the case may be).
c) Scanned Copy of Documents related to eligibility criteria i.e., Completion certificates/proofs of the similar works completed.

d) This shall contain the price for the execution of the works specified in the tender document in Excel format
Note: -

a) Documents to be uploaded in pdf format only (except price bid, which should be in excel format only).

b) The original payment instrument like Demand Draft of any Nationalized Bank against Earnest Money and Cost of Tender Form/ EMD EXEMPTION CERTIFICATE FOR MSME registered firms should sent to the address- Centre of Innovative and Applied Bioprocessing Sector-81, knowledge City, PO- Manauli, SAS Nagar Mohali 140306, Punjab by post/speed post/courier/by hand before bid opening date & time.

c) Tender Fee & EMD fee exemption shall be only be applicable to MSMEs vide gazette notification dated 23rd March 2012 (or as amended from time to time) , which are registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises. Tender Fee, EMD exemption is also applicable to Udyog Aadhaar registered MSME's.

- The Firm will have to submit the Security Deposit equivalent to six monthly amount of his quoted License fee [i.e. 6 x monthly license fee quoted by the successful tenderer] immediately after allotment but before taking over the possession for the period of license given for the said space. The Security Deposit will be adjusted against any default payment(s), loss/damage to the premises or any other dues and the balance, if any, will be refunded. The Security Deposit will be refunded within 3 months from the termination of the license and vacation of premises intact. No interest is payable on the amount of such Security Deposit.
- **Firm will be initially granted contract for three months to assess its performance and on successful completion of this period to the satisfaction of the Competent Authority, the contract may be extended to its full term for one year. Thereafter, it may be extended for further period(s) as may be necessary on the same terms & conditions but with annual upward revision of license fee by 10%.**
- Tenderers are advised to inspect and examine the cafeteria, and satisfy themselves before submitting their tenders as to the type of system (so far as is practicable), the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the cafeteria whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.
- The Competent Authority does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
- Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- The tender for the works shall remain open for acceptance for a period of **seventy five (75) days** from the receipt of bid in case tenders are invited on 2 envelop system (as per CPWD manual 2019 Clause 4.14) (strike out as the case may be) if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money, as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.
- This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting/Competent Authority shall within 15 days sign the contract agreement consisting of
- No price preference to any corporate society/Registered society, Govt. Public Sector undertakings / bodies shall be given and tenders shall be exclusively dealt with on merit.

- The firm shall comply with the provisions of the Apprentices Act 1961, minimum wages Act 1948, Workmen's compensation Act 1923, contract labour (Regulation and Abolition Act 1970), payment of wages Act 1938, Employer's liability Act 1938, Maternity Benefits Act 1961, Employee's State Insurance Act, 1948, Employees Provident Fund Act, 1952 and the Industrial Disputes Act 1947, ESI Act as applicable and the rules and regulations issued there under and by the local Administration/ Authorities from time to time as well all provisions of law applicable to workmen. Failure to do so shall amount to breach of the contract and the Administration may at his discretion terminate the contract. The Firm shall also be liable for any pecuniary liability arising on account of violation by him of any of the said Acts and shall indemnify the Institute on that account. Institute will not be liable for any act or omission on the part of the firm in so far as any violation of any of the aforementioned acts.
- Each tenderer shall submit only one tender; either by him or as partners in a joint venture. A tenderer who submits or participates in more than one tender will be disqualified.
- Interpretations, corrections and changes to the Tenders Documents shall be made by Addendum, if required.
- Each Tenderer shall ascertain prior to submitting his Tender that he has received all Addenda issued and he shall so acknowledge their receipt in his Tender.
- Tender sent by fax/telex/electronically shall be ignored.
- CIAB reserves the right to increase or decrease the scope of work.
- The contractor shall give a list of both gazetted and non-gazetted CIAB employees related to him (if any).

Cafeteria Details

| Details of vacant Canteen premises (Location: CIAB, Mohali Campus) | |
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| Canteen details | Purpose |
| Canteen at CIAB Hub Area (Area approx. 1089 sq. ft.) | Tea, coffee, snacks, packed food, basic grocery items, Fruits, Milk etc. as required by the institute |
| Timing | 06AM to 10PM (May be change as per requirement) |
| Sitting Furniture | Provided by Institute(In the event of any breakage or loss and/or damage to the same arising out of negligent handling by the Firm or his employees, the firm shall compensate or pay for such replacements or repair |
| Items Prices | Prices not to exceed as per ceiling and prevailing market rates. |

1. The contractor shall procure food articles and vegetables of good quality to the satisfaction of the Canteen advisory committee, the Canteen advisory committee shall have their right to change any brand of material used for cooking provided the cost of the same does not exceed the specified brand.
2. The food shall be cooked, stored and served under hygienic conditions. The contractor shall ensure that only freshly cooked food is served and the stale food is not recycled. Stale food shall be removed from the Canteen premises as soon as possible. Un-refrigerated cooked food, not consumed within six hours in summer months and ten hours in winter months, shall deemed to be stale and unfit for human consumption.
3. The contractor shall ensure that only hot and fresh food is served to the employees. Complaint, if any, in this regard shall be dealt with severely, which may include termination of the contract.
4. The contractor should follow the Food Safety and Standards (Licensing and Registration of Food Businesses) Regulations 2011 mandatory for canteens, hotels, caterers, restaurants, and food processors with an aim to reduce the problems associated with poor quality food being served to the customers and ensure health and safety.
5. The contractor will ensure neat and clean clothes and aprons used by his/her employees handling food at all times. Every employee so appointed by the contractor should be well behaved and always polite to the officers/staff of this department. They shall wear the prescribed uniform provided by the Contractor at his own cost. The canteen workers will bear the Identity Card issued by Contractor during the working hours. The contractor will ensure that the cooks will have proper shave and clipped nails while cooking food and should wear apron and head gear

1. The monthly license fee shall be charged from the Allottee/ Licensee. This excludes electricity and water charges, taxes and others levies, if any.
2. The License Fee shall be increased by 10% on completion of each year.
3. The Allottee/ Licensee shall pay (in advance) monthly License Fee plus GST as applicable through online mode (RTGS / NEFT) in favour of CEO, CIAB and convey to Accounts department of CIAB on or before 7th day of every month for the following month, failing which a penalty @ Rs.100/- per day shall be imposed. The penalty may be deposited in the institute account and a copy of the receipt is to be submitted along with the intimation of payment of license fee.
4. The allotment would be made for a period of 5 years. It is further stated that on payment of all dues including license fee, the allotment can be further extended for another term of 5 years on mutually agreed terms & conditions subject to satisfactory service, conduct and behavior on the part of the allottee. However, in such a case, one month before the expiry of the previous term, the Allottee/ Licensee will have to make a formal request for extension of the allotment/ license beyond the previous term along with an undertaking to the effect that he is ready to work during the extended term, failing which the allotment/ license shall stand terminated as per terms and conditions of the allotment/ license and eviction proceedings against the allottee for eviction of Canteen premises under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 shall be initiated. It is further stated that it may not be binding on the part of CEO, CIAB to extend the period of allotment/ license.
5. The Allottee/ Licensee shall take the possession of the Canteen premises within 15 days from the date of issue of allotment/ grant of license after submission of security and other documents but the license fee shall be charged from the date of possession. Failure to occupy and make the Canteen premises fully

functional within the stipulated time of 15 days, as above, it may result in forfeiture of security and cancellation of the allotment/ license.

6. The bill / charges towards usage of electricity and water supply for the allotted Canteen premises shall be paid by the Allottee/ Licensee to the INST within 7 days of issuance of Bill, failing which penalty as applicable by the department shall be charged.
7. The Allottee/ Licensee shall not make any addition or alteration/ defacement of any sort, in any part of the said premises, without the prior permission (in writing) by the CEO, CIAB. The Allottee/ Licensee is not entitled to sub-divide the Canteen premises or to amalgamate it with any other space. The Allottee/ Licensee shall not directly or indirectly sublet the Canteen premises to any other person/ firm in any manner. 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. The Allottee/ Licensee will not keep any display counter/ equipment/ chairs/ tables etc., in the 'Veranda' or open space in front of or around the Canteen premises resulting which necessary action will be taken/ penalty may be imposed against the Allottee/ Licensee.
8. The Allottee/ Licensee shall, at his own cost, display rates of available items. He shall not charge in excess of the so displayed rates. The prices shall not be exceeding details mentioned above of this tender. The days and hours during which the said business activity shall be carried out by the Allottee/ Licensee would be fixed by the Licensor from time to time and the Allottee/ Licensee shall be obliged to adhere to the same.
9. The Allottee/ Licensee shall keep the premises in a clean and hygienic condition and shall pay for the cost of any damage thereto or to adjacent premises, caused by negligence or misuse of the premises. In case any area around the Canteen premises is found to be dirty and unhygienic, a fine of Rs. 500/- (Rupees five hundred only) may be imposed on the allottee/ licensee for every such lapse on his part.
10. The Canteen premises will be allotted on 'as is where basis'. Maintenance of Canteen premises will be the sole responsibility of the CIAB. CIAB will get whitewash/ paint done in the Canteen premises at his/ her own cost as and when required.
11. The legally prohibited items including cigarettes and other tobacco products, wine and other narcotics are not allowed to be sold in the Canteen premises. The Allottee/ Licensee shall also not permit anybody to consume these items in the Canteen premises. The specific cases beyond the control of the Allottee/ Licensee shall be immediately brought to the notice of the licensor or his nominee.
12. The Allottee/ Licensee would take at his own cost necessary fire and other type of insurance which may be required during operation of the Canteen premises in their own interest and to ensure safety and security of the public, self and the institute property.
13. The Allottee/ Licensee, if applicable, would be required to take license from the competent authority under the prevention of Food Adulteration Act/ Section 31 of FSS (Licensing and Registration of Food Business) Regulations, 2011, by Food Safety and Standard Authority of India, rules within one month of taking over the possession and submit a copy of the same in the administrative office and display at appropriate place in the Canteen premises failing which the allotment/ license is liable to be cancelled.
14. The Allottee/ Licensee should use only commercial LPG cylinders.
15. The Allottee/ Licensee is liable to pay a penalty of Rs. 1,000/- or as decided by the committee constituted by the Licensor in case: (a) The Allottee/ Licensee or his employees are found selling the substandard material or misbehaving with the customers including faculty, students and staff of CIAB. (b) The service rendered by the Allottee/ Licensee is found to be unsatisfactory or there is breach of any of the terms and conditions of the Allotment/ License or the Allottee/ Licensee is found to have engaged in any obnoxious trade.
16. In the event of any dispute or differences arising out of or in any way touching or concerning this Allotment/ License, the matter whatsoever shall be referred to the sole Arbitrator i.e. CEO, CIAB whose decision shall be final and binding on both the parties. The venue of arbitration shall be Mohali. Subject as aforesaid, the Arbitration and Conciliation Act, 1996 and the rules framed thereunder and any modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.