

Ministry of Earth Sciences
PrithviBhawan, Lodhi Road, New Delhi-110003

TENDER DOCUMENT
(Tender Ref No. Admn:)

TENDER FOR CANTEEN SERVICES CONTRACT

• **Last Date for Submission of offers:-**

On or before **14.30 Hrs of 04th December, 2014**

at MoES, Prithvi Bhawan, Lodhi Road,
New Delhi-110003

1. **This is an e-Tender and the Technical & Financial Bids are to be submitted on-line only.**
2. **The instructions for on-line Bids submission are given at Annex.IX**
3. **A Pro-forma for 'Tender Acceptance Letter' is given at Annex. X which is also to be filled in and submitted with Technical Bid.**

Special Conditions of the Contract

Requirements of Canteen Services

Online e-Tenders are invited to run the canteen at MoES, Prithvi Bhawan, Lodhi Road, New Delhi-110003 having about 200 employees including visiting guest/officers from other offices. Infrastructural establishment facilities like space, furniture, utensils, crockery, electricity, PNG Gas connection and water supply will be provided to the caterers by MoES. The caterer's main liability will be on material cost, LP/PNG Gas Cost and labour cost only. Contractor may please note that around 70 Lunch are served on an average. In addition on some occasions Special Lunch/Dinners are also required at the time of Conference/Meetings etc.

Items provided by MoES
Space
Electricity
Furniture
Raw Water & Water for other purpose & washing
Kitchen equipment
Plates, Glasses, Spoons, Cutlery, Crockery & Utensils
LP /PNG Gas connection
Exhaust Fans & Chimney fitted in cafeteria
Pesto Flash/Fly Removers

Items provided by the Contractor
Cooking & Serving the Food (Break-fast, Lunch, Dinner, Coffee & Tea/snacks/sweets from 08.00AM to 09.00PM-All 7days in a week)
Required manpower for cooking, servicing and cleaning
Material required/ingredients for items to cook
Material required for cleaning utensils
Drinking water, Packaged mineral water as required in cafeteria and conference room's foyer areas.
The contractor should ensure to make the timely payment of PNG usage.

Eligibility Criteria

- (i) Their Annual Average turnover should be more than Rs.15 lakh during last 3 years duly signed by Chartered Accountant.
- (ii) The firm/agency should have successfully completed similar work during the last 5 years involving the following amounts:-
 - (a) 3 similar completed works costing (turnover involved) not less than Rs.8 lakh,
or
 - (b) 2 similar completed works costing (turnover involved) not less than Rs.10 lakh,
or
 - (c) One similar completed work costing (turnover involved) not less than Rs.16 lakh

- (iii) The firm should have on their rolls sufficient number of cooks to prepare good quality snacks/meals etc.
- (iv) The firm/branch should be based in Delhi or NCR area.
- (v) The firm should have service tax, PAN number and other relevant registrations as mentioned in Para 2 of the Annex-I of this Tender Document.
- (vi) The firm should also enclosed the Income Tax Return for the last three years (2011-12 to 2013-14).

- Note:-**
1. Similar work means experience in running of a canteen catering to about 50 to 150 employees/officers in a Central Govt./State Govt. or PSU/ Private Sector of repute.
 2. Scanned documents in support of each of the above Eligibility condition should be enclosed with the Technical Bid .

Other Special Terms & Conditions

1. Canteen will be supervised by a Committee of officers of Ministry to see that quality items are used and cleanliness and hygiene is maintained in the Canteen.
2. The contractor shall comply with all the provisions as required under the appropriate acts of Government and also statutory requirements as applicable.
3. The contract will be initially for a period of 12 months commencing from the date of award of contract. Ministry reserves the right to extend the duration of contract for further period of maximum 1 year on the same Terms & Conditions.
4. The contractor will submit pre-receipted bill on the first week of every month against the items supplied to the meeting/officers as per their demand. The necessary requirement slip/booking slip needs to be enclosed alongwith the monthly bill.
5. The tentative menu has been provided at Annex. II of this Tender Document. Considering all the items provided by MoES as mentioned in Page-2 of this Tender Document, the contractor should provide us the most economical rates for our consideration.
6. Any other item/s which MoES suggests to be included in the menu on a mutually agreed basis.
7. The canteen will be used mainly by officers, officials of Ministry, and their visitors.
- 8. CONDITIONAL TENDER WILL NOT BE ACCEPTED AND WILL BE REJECTED OUTRIGHT.**
9. If any of the conditions of Tendering are not fulfilled, such Tender/Tenders will be summarily rejected out right and objections raised in this regards will neither be entertained.
10. Ministry reserves the right to choose, accept or reject any or all requests/offer, in full or part at any stage, reduce or increase the quantity/rate of items without assigning any reasons therefore.

Terms & Conditions where manpower is required to be deployed by Contractor

1. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider will be got verified by the service provider before

their deployment after investigation by local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect shall be submitted by the service provider to the Ministry.

2. The service provider will also ensure that the personnel deployed are medically fit and shall keep in record a certificate of their medical fitness. The service provider shall withdraw such employees who are not found suitable by the office for any reason immediately on receipt of such a request.
3. The service provider has to provide the Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed with in the premises of this Ministry and in case of loss of cards the persons concerned will immediately report to their service providers as well as in charge of General Section of this Ministry.
4. The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work.
5. The Ministry may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/her/ their misconduct and service provider shall forthwith comply with such directions.
6. The service provider shall replace immediately any of its personnel, if they are unacceptable to this Ministry because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct, upon receiving written notice from this Ministry.
7. This Ministry shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service providers.
8. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangement, administrative/organizational matters as all are of confidential/secret nature that can attract legal action.
9. The persons deployed should not be below the age of 18 years or should not be more than 50 years of age and they shall not interfere with the duties of the employees of the Ministry.
10. The service provider's persons shall not claim from this Ministry any benefit/compensation/ absorption/regularization of services with this Ministry under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. An undertaking from the persons deployed by the Contractor will be required to be submitted to this Ministry.
11. The persons deployed shall not claim any Master & Servant relationship with this Ministry.
12. The service provider shall ensure proper conduct of his persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

13. The service provider shall engage the suitable person like cook, bearer etc. for running the canteen. The said person engaged by the service provider shall be employee of the service provider and it shall be the duty of the service provider to pay their salary every month in time. The contractor should not stop the payment of salary on account of delays in payment to the Contractor from this Ministry.
14. The transportation, food, medical and other statutory requirement under the various Acts/ Govt. Regulations in respect of each personnel of the service provider will be the responsibility of the service provider. This shall include payment of Minimum wages , PF, ESI, Service Tax etc.
15. The personnel deployed by the Contractor shall wear a prescribed Uniform/Dress during the office hours in the Ministry. The expenditure in this regard shall be met by the contractor.

General Conditions of the Contract

Earnest Money Deposit

An Earnest Money Deposit (EMD) of Rs.30,000/- (in the form of Account Payee Demand Draft/Fixed Deposit Receipt (FDR)/ Banker's Cheque or Bank Guarantee from any of the commercial banks will be required to be submitted along with the Technical Bid. The EMD may be drawn in favour of Drawing and Disbursing Officer (DDO), Ministry of Earth Sciences, New Delhi payable at Delhi. The bid security should be valid for a period of 45 days beyond the final bid validity period. The Bids received without the EMD will not be considered as valid. The EMD of unsuccessful bidders will be returned after award of Contract and the EMD of successful bidders will be returned only after receipt of Performance Security.

Forfeiture of EMD

The EMD shall be forfeited:

- a) If the bidder withdraws his bid during the period of bid validity.
- b) In the case of successful bidder, if he fails to furnish the required Performance Guarantee within the specified time limit.

Performance Security

To ensure due performance of the contract, Performance security is to be obtained from the successful bidder awarded the Contract. The successful bidder must furnish a Performance Security Deposit of Rs.1,50,000/- within 10 days from the date of acceptance of the Bid. The Performance Security Deposit shall be in the form of Account Payee Demand Draft/Fixed Deposit Receipt (FDR) or Bank Guarantee from a Commercial Bank drawn in favour of Drawing & Disbursing Officer (DDO), Ministry of Earth Sciences, New Delhi and payable at Delhi. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. EMD shall be refunded to the successful bidder on receipt of Performance Security.

Signing of Contract

The successful bidder will be required to enter into a contract Agreement with the Ministry within **10 days** of the issue of letter for Award of Contract.

Arbitration

All disputes and differences arising out of or in any way touching or concerning the contract shall be referred to the sole arbitration of any person nominated by the Secretary, MoES. There will be no objection to any such appointment that the arbitrator so appointed is a Government servant, that he had to deal with matters to which this indenture relates or that in the course of his duties as such government servant, he has expressed views on all or any of the matters in dispute or differences. The award of the arbitrator so appointed shall be final and binding on the parties to the Agreement.

Sub-Contract

The service provider shall not assign, transfer, pledge or sub-contract the performance of assigned services without the prior consent of this Ministry.

Force Majeure

1. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.
2. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely Ministry of Earth Sciences and the Contractor.
3. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If services are suspended by Force Majeure conditions lasting for more than 2 (two) months, Ministry shall have the option of canceling this contract in whole or part at his discretion without any liability at his part.
4. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

Notice for Termination of Contract

Ministry reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award

the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by Ministry from Security Deposit or pending bill or by raising a separate claim.

However, the agreement can be terminated by the Contractor by giving three month's notice in advance. If the agency fails to give three month's notice in writing for termination of the Agreement then three month's wages etc. and any amount due to the agency from this Ministry shall be forfeited.

Rates and Prices

1. Bidders should quote the rates in the format given at **Annex-II**. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing or overwriting is permissible.
2. All statutory duties and taxes (including Service Tax/VAT) and other applicable taxes may be clearly specified. Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall result in forfeiture of the EMD.

Applicable Law and Jurisdiction

All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

Acceptance or Rejection of Bids

Ministry reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without assigning any reason.

Conditional Contract

Conditional Tender will not be accepted and will be rejected outright.

Ministry's Rights

The Ministry reserves the right to choose, accept or reject any or all requests/offer, in full or part at any stage, reduce or increase the quantity/rate of items without assigning any reasons therefore.

Statement I- General Conditions of the Contract where 2 Bid – System is to be followed

Bid Submission Procedure

The Tender has to be submitted on-line on <http://eprocure.gov.in/eprocure/app>. The interested Tenderers will be required to participate in e-tendering and all the tenderers should have a Digital Signature for the purpose of participation in the e-tender process.

Last Date & Time for submission of Bids : The E- tenders **MUST** be submitted **ONLINE** on or before **14.30 hrs on 04th December 2014**.

The bids shall be consist of two parts – Technical bid and Price bid. All the information sought under Annex I is to be given in Technical Bid while the price quoted for the same will have be mentioned only in the Price Bid. The price bids of only those parties will be opened whose Technical Bid are found to be eligible.

The Original EMD & Tender Fee instruments (such as Demand Draft, Bankers' Cheque, FDR, Bank Gurantee) should be posted/couriered/deposited in person to the tender processing section of the Ministry latest by the last date and time of bid submission. **No delay on postal/courier, etc. will be considered.** The details of the EMD/Tender fee physically sent must tally with the details available in the scanned copy and the data entered during bid submission time other wise the uploaded bid will be reject .Tender /Bid received without Tender fee shall be rejected .

The Technical Bids shall be opened on-line in the Conference Hall, Ministry of Earth Science ,PrithviBhawan , Lodhi Road, New Delhi **at 15.00 hrs on 04th December 2014**, in the presence of one representative of each of the bidders who wishes to be present.

The Price Bid shall be opened after evaluation of Technical Bids. The financial Bids will be opened only of those firms / bidders who quality the Technical Bids Evaluation Criteria. The bidders who quality the Technical Bids will be informed about the date & time of opening of the financial Bid and they can participate in the opening of their financial bids.

An Earnest Money Deposit (EMD)) amounting to Rs.30,000/- (Rs thirty thousand) in the from of Demand Draft / Banker's cheque / Term Deposit Receipt / Bank Guarantee drawn in favour of DDO , Ministry of Earth Science , payable at New Delhi has to be submitted with the Technical bid failing which the Technical Bid shall be rejected .

The Tender fee of Rs.500/- and the Earnest Money Deposit (EMD) of Rs.30,000/- in original , is required to be posted / couriered / deposited in person to the Tender processing Section (General Administration Section of this Ministry at Prithvi Bhawan) latest by the last date and time of Bid submission.

The details of the EMD/Tender Fee physically sent must tally with the details available in the scanned copy and the data entered during bid submission time, other-wise the uploaded bid will be rejected. Tender/Bid received without Tender fee shall be rejected.

Qualifying Information

S.No.	Details requested by MoES	Details to be furnished by the firm
01	Status of Ownership of the firm	a) Proprietary b) Partnership c) Company d) NGO
02	Statutory Registrations	a) Central Labour Authorities b) State Labour Authorities c) ESI d) EPF e) Service Tax f) PAN g) Registration for Catering Services / Food Business License (Municipal Corporation etc.)
03	No. of Manpower (Qualified, skilled and unskilled) available with the firm as on date as per the Muster Rolls	Qualified Skilled Unskilled
04	Annual Turnover of the firm for the last 3 Financial Years (2011-12, 2012-13 and 2013-14)	
05	No. of years' experience in similar contract execution, clientele details are to be provided	
06	Has the firm got ISO certification for the services required by MoES?	
07	All the above stated credentials are to be supported with the documentary evidence for evaluating the offer.	
08	Firm's address in Delhi or NCR area	

Price Bid Format

Sl. No.	Description of Food Item	No. of unit per day	Rate per unit	Rate for number of units mentioned in col.3
1	2	3	4	5
1.	Tea (per Cup)	240		
2.	Coffee (per Cup)	60		
3.	Snacks (Menu at Annex. III)	200		
4.	Sweets (Menu at Annex. III)	40		
5.	Lunch (Type I daily ordinary lunch) (Menu at Annex. IV)	70		
6.	Special Lunch (Buffet/Plate*) (Type III) (Menu at Annex VII) *As per requirement	3 (For calculation purposes)		
7.	Special Dinner (Buffet/Plate*) (Type IV) (Menu at Annex. VIII) *As per requisition/ requirement	1 (For calculation purposes)		

Note : 1. **The rate for serving the Ordinary official lunch (lunch type II) @ Rs.150/- per person (including taxes) [for various official meetings] shall remain the same for all Tenderers.** (Annex.V). Similarly, the rate of High Tea shall remain the same for all Bidders @ Rs.50/- per head for various official meetings.(Annexure VI)

2. This Ministry does not give any assurance about the number of items which will be sold on a particular day. Column 3 is only for calculation purpose, but quantities may increase or decrease.

Selection Criteria : The firm which meets the eligibility criteria and quotes the overall lowest rates for the items mentioned in the Table above (Col.5) shall be awarded the contract. In case 2 or more firms quotes the same rates, the lowest bidder shall be selected based on their past experience. The decision of the Tender Committee shall be final in this regard.

Tentative Menu**Snacks** (Vegetarian only)

S. No.	Item
1.	Samosa
2.	Bread Pakora
3.	Vegetable Cutlet
4.	Dal Vada (with Sambar)
5.	Dal Vada (without Sambar)
6.	Any other snacks

Note :Chutny/sauce with snacks (wherever needed) shall be provided.

Sweets

S. No.	Item
1.	Rasgola
2.	GulabJamun
3.	KhoyaBurfi
4.	BoondiLaddoo
5.	Any other sweet

Beverages

S.No.	Item
1.	Tea (made with tea bag) – one cup
2.	Tea (made with tea bag) – half set for two cups
3.	Tea (made with tea bag) – full set for four cups
4.	Coffee – single cup
5.	Coffee - half set for two cups
6.	Coffee - full set for four cups

Note : 1. Tea, snacks and sweets will be required to be served in the rooms of the officers of the level of Under Secretary and above. Contractor is required to serve these items on demand to such officers in their rooms.

Note : 2. Biscuit/cold drinks/Nimbuz etc. to be served as per MRP.

Note: 3. The payment for Tea/Coffee etc. supplies to officers for various meetings in their Rooms will not be made daily on the spot. The contractor will obtain daily slips from the Officers and he can seek reimbursement of amount from the General Administration Section of this Ministry every month.

Daily Ordinary Lunch (Type I Lunch)

S. No.	Item	Rate
1.	Dal Fry/Dal Tadka/Dal Makhani/Rajma, Plain Basmati Rice, 2 Roti/ 1 Naan, one dry Seasonal Subji, one Tari Subji, Raita (Boondi/Kheera/Mix Veg.), Salad, Sweet	

Note : 1. Based on the above list, menu for five working days of a week will be decided.

Note : 2. The lunch if ordered by an officer of the rank of Deputy Secretary and above, it will be supplied by the contractor in the room of the concerned officer.

Note: 3 The sign oblique (/) may be read as or.

Annex. V

Official Lunch (Type II) – Official approved rate is Rs.150/- per head (including tax). This rate will remain as Rs.150/- per head for all Bidders

The lunch as per menu given below is required to be served on the days whenever meetings/conferences are held in the Ministry

S.No.	Item (any one each)
1.	<ul style="list-style-type: none">- Dal Fry / Dal Tadka / Dal Makhani- Plain Basmati Rice / Peas Pulao / Jeera Rice- Muttor Paneer / Shahi Paneer / Palak Paneer / Saag Paneer / Kadai Paneer- Mix Veg. / Aloo Gobi / Aloo Capsicum / Aloo Gajar Muttor- Bhindi Opinion / Corn Palak / Gobi Adraki- Chana Masala / Baingan Masala / Ghiya Chana / Pumpkin Masala- Boondi Raita / Kheera Raita / Mix Raita- Plain Roti / Tandoori Roti / Naan- Green Salad / Sprout- Achar- Gulab Jamun / Rasgula / Ice Cream / Moong Dal Halwa / Gajar Halwa

Note : Whenever oblique(/) signed has been used, it may be read as **or**

Official High Tea : Official approved rate is Rs.50/- per head (including tax)

Mix Pakora, sweet, tea/coffee with cookies

Or

PaneerPakora, sweet, tea/coffee with cookies

Or

Spring Roll, sandwich, sweet, tea/coffee with cookies

Type III Special lunch (Buffet System/ Plate system)**Special Lunch: The rates of Special Lunch is to be quoted in Price Bid format**

S.No.	Item (any one each)	Rate (consolidated per head)
1.	<ul style="list-style-type: none"> - Dal Makhani / Rajma Masala - Plain Basmati Rice - Muttor Paneer / Sahi Paneer / Muttor Mushroom - Aloo Gobi / Aloo Capsicum / Gobi Adarki - KadiPakora / Chana Masala / Corn Palak - Bhindi Masala / Baingan Masala - - Kheera Raita/ Mix Raita - Tandoori Roti, Naan - Green Salad / Sprout - Achar, Papad - Ice Cream, Moong Dal Halwa / GajarHalwa / Gulab Jamun - Cut Fruits 	

Note : Cold drinks / packaged water etc. will be as per MRP/Market Rate.

The sign oblique (/) may be read as or

Type IV – Special Dinner (Buffet System/Plate System)

The rates of Special Dinner is to be quoted in Price Bid format

S.No.	Item (any one each)	Rate (consolidated per head)
1.	<ul style="list-style-type: none"> - Rotation snacks – one veg. tandoori item and one non-veg. item -Cold drinks/Juice and potato wafers - Vegetarian Soup - Dal Makhani / Rajma Masala - Plain Basmati Rice - Muttor Paneer / Sahi Paneer / Muttor Mushroom - Aloo Gobi / Aloo Capsicum / Gobi Adarki - KadiPakora / Chana Masala / Corn Palak - Bhindi Masala / Baingan Masala - One Chicken item/one mutton item - - Kheera Raita/ Mix Raita - Tandoori Roti, Naan - Green Salad / Sprout - Achar, Papad - Ice Cream, Moong Dal Halwa / GajarHalwa / Gulab Jamun - Cut Fruits 	

Note : Cold drinks / packaged water etc. will be as per MRP/Market Rate.

The oblique (/) sign may be read as OR

Instructions for Online Bid Submission:

Annex. IX

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the eProcurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / ICS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log in by entering their user ID / password and the password of the DSC / e Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid. 71
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage

encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers. 70

- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 30702232.

Annex. X
5

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender

Tender Reference No. _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely

as per your advertisement, given in the above mentioned website(s).

2. 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), schedule(s), etc ..), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated, then your department/ organisation 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.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)