



**India Infrastructure Finance Company Ltd
(A Govt. of India Enterprise)**

5th Floor, Plate B, Office Block 2, NBCC Tower, Kidwai Nagar (East), New Delhi
Website: www.iifcl.org

NOTICE INVITING TENDER (NIT)

IIFCL hereby invites open online sealed tenders under two bids system (Technical & Financial bids) from reputed, financially sound firms having experience in running Cafeteria in reputed organizations as per schedule

1	E-Tender No.	IIFCL/DEL/GAD/2018-19/ET-02 Date: 13.08.2019
2	Name of Work	Providing cafeteria service at IIFCL's corporate office
3	Brief Scope of Work	Providing cafeteria services for running staff Cafeteria in IIFCL's corporate office located at 5 th floor, Plate A & B, Block 2, NBCC Tower, Kidwai Nagar (East), New Delhi-110023 for a period of three years, extendable up-to 5 years depending up on the performance of the firm/company (on yearly basis).
4	Availability of bid documents	The tender document can be downloaded from the websites www.tenderwizard.com/IIFCL and www.iifcl.org and on CPP Portal of Government of India
5	License Fee	On License basis on nominal license fee of Rs.1,000/- (One Thousand only) per annum for every one year of the contract period as per criteria mentioned in bid documents.
6	Pre bid meeting date & time	19.08.2019 (15:00 Hrs)
7	Earnest Money	The bidder shall deposit an Account Payee Demand draft of Rs. 10,000/- (Rupees ten thousand only) as earnest money in favor of India Infrastructure Finance Company Limited along with technical bid

8	Performance Security	Only the selected bidder will need to provide a performance security in form of Demand draft to IIFCL for an amount of ₹1,00,000/- (Rupees one lakh only). The same will be returned to the bidder at the end of the contract period.
8	Last date of submission of bids	04.09.2019 (17:00 hr)
9	Date of opening of Technical Bids	06.09.2019 (15:00 hr)
10	Date of opening of Financial Bids	Will be communicated to the technically qualified bidders
11	Address for pre-bid meeting/submission and opening of bids	5 th floor, Plate A & B, Block 2, NBCC Tower, Kidwai Nagar (East), New Delhi-110023

The two stage bid system will include selection of the bidders at Stage I, who will meet the Technical eligibility criteria mentioned in the tender documents and thereupon, at Stage II, financial quotation will be sought from all selected bidders and selection will be made on the principle of L1 (Lowest Quotation).

A. ELIGIBILITY CRITERIA FOR BIDDERS

- 1) The Bidder must have at least 3 years satisfactory experience of running Cafeteria in reputed company in Delhi NCR.
- 2) The Bidder's average annual financial turnover (gross) in catering services during the last three financial years should not be less than Rs. 10 lakh (Rs. Ten lakh) for each year.
- 3) The Bidder must possess PAN Number.
- 4) The Bidder should not have been debarred/black-listed in the recent past by any Government/State/PSU/PSBs.

Note:- The bidder shall furnish following documents along with technical bid with tender in support of eligibility criteria:-

- a) Copy of I.T.R. of last three years, along with audited financial statements.
- b) Copy of PAN Card and GST certificate

- c) Self-declaration on the letter head that the bidder has not been debarred/black listed in the recent past by any Government/State/PSU/PSBs

IIFCL reserves the right to accept or reject any or all tender at any stage of the process without assigning any reason whatsoever.

B. GUIDELINES FOR SUBMISSION OF TENDER

1. Please read the Terms & Conditions carefully before filling up the document. Incomplete Tender Documents will be rejected.
2. Before submitting the tender, details of documents to be attached may be verified from the Check List given at Annexure-I of the Tender Document.
3. Bidder shall bid discounted/concessional rates for eatables.
4. IIFCL reserves the right to obtain feedback from the previous/present clients of the Tenderer and also depute its team(s) to inspect the site(s) at present contract(s) for on-the-spot first-hand information regarding the quality of food and services provided by the Tenderer. Decision of IIFCL with regard to award of the contract will depend upon the feedback received by it from the previous/and present clients and also from its team(s) deputed for the purpose. The decision of the IIFCL in this regard will be final and binding on all bidders.
5. Tender shall be submitted primarily at IIFCL's E Tender portal www.tenderwizard.com/IIFCL. Further, a hard copy of the tender document shall be submitted for record at 5th floor, Plate A & B, Block 2, NBCC Tower, Kidwai Nagar (East), New Delhi-110023. Tender not submitted at www.tenderwizard.com/IIFCL shall be summarily rejected.
6. Tenders received without the prescribed Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees ten thousand only) shall be rejected.
7. No paper shall be detached from the Tender Document
8. The name and address of the bidder shall be clearly written in the space provided for the purpose and no over-writing, correction: insertion shall be permitted in any part of the tender unless duly countersigned by the bidder. The tender should be filled in and submitted strictly in accordance with the instructions contained herein, otherwise the Tender is liable to be rejected.
9. On applying online at www.tenderwizard.com/IIFCL, the bids are to be submitted in two parts to IIFCL-

Sealed Technical Bid (as per format at Annexure-II): along with a Demand Draft for Rs. 10,000/- (Rupees ten thousand only) towards Earnest Money Deposit (EMD). The DD should be drawn in favour of "India Infrastructure Finance Company Limited" payable at NEW DELHI. These should be sent in one sealed envelope super-scribed "TECHNICAL BID FOR PROVIDING CAFETERIA SERVICES AT IIFCL's

CORPORATE OFFICE". Tender Document received without EMD will be summarily rejected.

10. Sealed Financial Bid (as per format at Annexure-III) placed in a separate envelope super-scribed "FINANCIAL BID FOR PROVIDING CAFETERIA SERVICES AT IIFCL's CORPORATE OFFICE".
11. The above mentioned two sealed envelopes should bear the name and complete postal address of the bidder. Sealed envelopes containing Technical Bid and Financial Bid should be placed in a bigger envelope super-scribed "BID FOR PROVIDING CAFETERIA SERVICES AT IIFCL's CORPORATE OFFICE, NEW DELHI". This bigger envelope, bearing the name & complete postal address of the bidder, should be addressed to the GENERAL MANAGER (Admin), IIFCL, 5th floor, Plate A & B, Block 2, NBCC Tower, Kidwai Nagar (East), New Delhi-110023. Tenders received after due date & time shall not be accepted.
12. The Financial bid and EMD submitted by all bidders should be valid for at least for a minimum period of six months from the date of opening of Technical Bids.
13. Person signing the bid or other documents connected with tender must clearly write his/her name and also specify the capacity in which signing.
14. IIFCL reserves the right to reject any or all the tenders without assigning any reason during any stage of the tender process.
15. Before submitting the filled in Tender Document to the IIFCL, the bidders may seek clarification(s), if any, during the pre-bid meeting.
16. IIFCL reserves the right to change any condition of the tender before opening of the Technical Bids.
17. The successful bidder will have to enter into an agreement with the IIFCL before taking charge of the Cafeteria and commencement of the work.
18. Canvassing in any form will make the tender liable to rejection.
19. Conditional tender will not be accepted and will be rejected outright.
20. IIFCL may modify/Amend/Clarify any term and condition of the tender document before the last date of submission of bid. In such case, bidder may submit revised bid in the extended last date of submission of bid.
21. Submission of bid shall be in Hindi or English language only.
22. Selected bidder shall comply with all statutory compliances.
23. Selected bidder will not be allowed to sub contract the work allotted to them. If the same is found, the contract will be immediately terminated and the demand draft deposited toward performance security will be forfeited.

24. KYC documents as per the KYC policy of IIFCL will need to be deposited by the selected bidder.
27. In case of any query with respect to tender document, please contact Shri Kuldeep Gulati DGM (GAD), IIFCL, 011-24662600 and Shri Amit Kumar, DM, IIFCL, Mob No 011-24662644 during the office hours.

C. PRE-BID MEETING AND OPENING OF BIDS

1. A pre-bid conference will be held on 19th August, 2019 at Meeting Room number 03, in IIFCL's corporate office located at 5th floor, Plate A & B, Block 2, NBCC Tower, Kidwai Nagar (East), New Delhi-110023 to brief about the facilities available in present cafeteria. All Firms, intending to apply for this tender may attend the pre-bid meeting.
2. The Technical Bids will be opened on 06th September, 2019 at Meeting Room number 03 in in IIFCL's corporate office located at 5th floor, Plate A & B, Block 2, NBCC Tower, Kidwai Nagar (East), New Delhi-110023 in the presence of such bidders who may wish to be present either in person or through their authorized representatives (duly supported with authorization letter)
3. The Financial Bids of only technically acceptable tenders will be opened for further consideration. The decision of the IIFCL in this regard will be final and no requests etc. will be entertained from the bidders. The date and time of opening of financial bid(s) will be intimated only to such bidders who are found eligible as per evaluation criteria prescribed by IIFCL.
4. EMD of the unsuccessful bidders will be returned to them, without interest, within a period of three months from the date of award of contract to the successful bidder.
5. EMD of the successful bidder shall be liable to be forfeited if the contractor does not fulfill any of the following conditions.
 - (a) The Contractor does not commence staff Cafeteria services within 21 days of the award of contract.
6. The Contract for award of Cafeteria Services through this Tender is likely to come into effect from 01st October 2019 . Hence, the Financial Bids submitted by the bidders should be valid to become operative from 01st October, 2019. In view of this, no change in the financial bid will be allowed. If the successful bidder withdraws or alters the terms of the tender during this period, the Earnest Money Deposit shall be forfeited.
7. If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory (say in a month or so) during the probationary period of three months from the date of taking over charge of the Cafeteria, IIFCL reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.

8. If any of the conditions of Tendering are not fulfilled, such Tender/Tenders will be summarily rejected outright and objections raised in this regards will neither be entertained. IIFCL 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.
9. The successful bidder shall furnish a Security Deposit for an amount of Rs.1,00,000/- (Rupees One lakh) in the shape of a Bank Guarantee or Fixed Deposit in a recognized Bank duly pledged in favour of India Infrastructure Finance Company Limited at the time of Signing the Agreement. The said amount will be refunded on completion of the contract period.
10. The successful bidder will be the lowest bidder who satisfies all the pre-qualification criteria. Following weightage shall be given for evaluation of Financial Bids:-
 - (a) Lunch-35% (averaging of rates of items)
 - (b) Snacks-20% (averaging of rates of all items will be done)
 - (c) Tea/Coffee-35% -do-
 - (d) Deserts/Sweets-10% -do-

D TERMS AND CONDITIONS OF AGREEMENT TO BE EXECUTED FOR “LICENCED PREMISES”

This Agreement is made on this _____ day of _____ 2019, between the India Infrastructure Finance Company Limited (hereinafter called ‘the IIFCL’) which expression shall, include its successors and which term shall include their heirs, executors, administrators and assigns of the first part and _____ through its authorized representative (hereinafter called “the Licensee”/Caterer) of the other part. Each of the party shall hereinafter individually refer to as “Party” and collectively referred to as “Parties”.

WHEREAS for the purpose of running a Cafeteria at Staff Cafeteria, 5th floor, Plate A & B, Block 2, NBCC Tower, Kidwai Nagar (East), New Delhi-110023 (hereinafter referred as the Licensed premises), the licensee shall pay a nominal license fee of Rs.1,000/- (Rupees one thousand only) p.a. to IIFCL.

The licensee shall not function beyond the Licensed Premises area as mentioned in this agreement i.e. Staff Cafeteria, 5th floor, Plate A & B, Block 2, NBCC Tower, Kidwai Nagar (East), New Delhi-110023

AND WHEREAS IIFCL has agreed to grant license to the Caterer/Licensee for the use of the said Licensed Premises which is the absolute property of the IIFCL for the purpose of running the said Cafeteria only and for no other purpose on the terms and conditions hereinafter appearing and contained.

Now therefore, it is clearly agreed between the parties as under:

1. The contract being awarded to the licensee will be for a period of three year w.e.f. _____ and extendable as per the terms and condition of the bid document. However, in case the services and the quality of the food items are found unsatisfactory or there is breach of any of the clauses of the terms and conditions, the contract shall be liable to be terminated at thirty days notice. The Security Deposit of Rs. One Lac shall also stand forfeited in case of termination of this contract under this clause. If the licensee wishes to terminate the contract/licensee at least two months’ notice will be required.
2. The licensee will pay a fee worth Rs. 1,000/- per annum for running the Cafeteria. However, the maintenance will be liability of the Licensee and he will bear the damage, if any, due to the facility/site provided by IIFCL to him or his workers.
3. The utensils, kitchen equipment/appliances/exhaust facility etc. in the Licensed Premises will be the liability of Licensee/Caterer. He will also procure cutlery/crockery etc. which shall be of good standard.
4. The electricity and water charges for Licensed Premises will be borne by the Caterer/Licensee on actual consumption as per sub-meter at B.R.P.L./D.J.B. rates.

6. The Licensee/Caterer will continue to function w.e.f. _____ of the Staff Cafeteria as per contract awarded in his favour.
7. The Licensee/Caterer will maintain proper sanitation/hygiene conditions in the Licensed Premises and also deploy personnel who are healthy and free from any infectious diseases. The Licensee shall use approved items by first party only viz. crockery, paper napkins, cutlery, drinking water glass, tea, cups, coffee mugs, disposable plates, service spoons, forks etc.
8. The Licensee/Caterer shall agree and undertake to indemnify and hold IIFCL harmless against all costs, damages, and claims arising out of any claims of his workers or any person claiming through him/her or arising out of any act or omission of the Licensee's personnel in the course of performance of the services or otherwise during their presence in Licensed Premises of IIFCL.
9. The eatables will be served in a neat and clean environment and Cafeteria employees will be in proper neat and clean uniform.
10. The Licensee/Caterer has the right to bring cooked/semi cooked food/package food and sell at/from Licensed Premises by himself or by his authorized official/franchisee only. However, the Licensee shall continue to be responsible towards all the terms and conditions of the contract.
11. The material used for preparing the food shall be in accordance with rules/guidelines and should be fresh. Fruits and vegetables and other ingredients used shall be of good quality free from foreign material like stones, glass and iron pieces etc.
12. Discount shall be given in the rates of eatables quoted, keeping in view the free accommodation provided by IIFCL
13. The Licensee/Caterer shall ensure the availability of all eatables of standard quality at the approved menu and rates. However, the Licensee will also provide a few food items of popular choice, not included in the standard menu, on daily basis at a low cost (items, quality and rates to be negotiated with DGM (GAD) at IIFCL). Sufficient stocks of eatables and drinks etc. will be maintained throughout the day.
14. Licensee/Contractor may be required to make arrangements for services of Tea/Coffee/Cold Drink/Break Fast/Lunch and Dinner etc. for the Officers/Staff members in their rooms for meeting and Conference rooms of IIFCL during or beyond office hours or holidays at the approved rates on credit basis without charging any extra service charges. Such services will be provided immediately on placement of orders. The payments of such bills would be made on submission of bills on monthly basis.

15. The workers of the Staff Cafeteria will vacate the Licensed Premises of the building every day after the work is over and they will not be allowed to sleep in the Licensed Premises or otherwise utilize in any other way after the working hours, unless their services are required to meet any exigencies.
16. The Licensee will observe and abide all Municipal Laws regarding functioning of Cafeteria and sale of food items. The licensee will have to follow and abide all statutory provision relating to contract laborer and benefits to be given to them as per existing rules, law. The licensee shall not employ any child labour and shall abide by all labour laws of land for the time being in force.
17. The Licensee/Caterer will have to sign an undertaking as per conditions above on non-judicial stamp paper.
18. The Licensee/Caterer will submit the authenticated copies of the requisite catering license issued by the Competent IIFCL viz. NDMC etc.
19. Fire, safety equipment shall be installed by the Licensee/Caterer. All activities will be subject to Security/Safety requirements of IIFCL.
20. The terms and conditions of the Agreement for running the Cafeteria at IIFCL shall not be inferior by them entered into with any other Ministry/Govt. Office.
21. Any dispute relating to this agreement shall be subject to the exclusive jurisdiction of the courts at New Delhi.
22. The physical possession of the licensed Licensed Premises shall always remain with IIFCL and the Licensee/Caterer shall have only permissive possession of the Licensed Premises and on the revocation or on termination of this contract/agreement, he shall handover the possession to IIFCL. The Licensee shall remove all his belonging from the licensed Licensed Premises and restore the Licensed Premises in its original condition.
23. If on the revocation/expiry of the Agreement, the Licensee/Caterer fails to remove his goods and belongings from the Licensed Premises allotted to them, IIFCL will be entitled to remove the same at the cost of Licensee and shall also have the right to recover by way of compensation from the licensee for the unauthorized use and occupation of the allotted Licensed Premises such sum per day from the date of revocation/expiry of the Agreement till the time of removal of the goods of license as may be fixed by IIFCL.
24. The rates to be charged by the licensee in the said Licensed Premises shall not exceed than those agreed between the IIFCL and Licensee. A copy of the menu and rate list as agreed upon duly authenticated is annexed. The rates shall be displayed at conspicuous place in the Licensed Premises in Hindi and English. The rates to be charged shall not be increased without the approval of IIFCL. Scale of food items shall also have to be maintained as agreed between the parties in this license. Any violation shall be liable to forfeiture of earnest money in addition to cancellation of this license. Other items can also be introduced for

sale with the prior approval DGM (GAD) in writing; however discount of 10% on MRP of all packed items of the awardee firm will be given to the employee of IIFCL

25. The Licensee shall not serve alcoholic drinks cigarettes/Pan Masala/Gutka etc. to any person inside the office Licensed Premises at IIFCL.
26. The Licensee shall be responsible for fitting electrical bulbs, fluorescent tubes, electrical appliances, stoves, fridge and all such appliances those are required for the Licensed Premises etc. at the said Licensed Premises at his own cost and shall maintain the same in proper order. The Licensee may, however, remove fixtures provided by him on termination of this Agreement or otherwise on vacation by him of the said Licensed Premises. He should have electrical or other gadget for dispensing beverages.
27. The Licensee shall keep the Licensed Licensed Premises clean and in a perfectly aesthetic condition and to the satisfaction of the IIFCL and shall be open for inspection by any authorized officer of IIFCL at any time. The Licensee shall be responsible for keeping the said Licensed Premises clean at his/its own cost, particularly floors, doors and windows, washbasins etc. thereof. The Licensee shall not damage it or allow anything to be done therein which may endanger the said Licensed Premises or adjacent Licensed Premises and shall be liable of maintenance and ordinary repairs excluding structural repairs.
28. The Licensee shall pay the applicable fees or taxes payable directly to the Government, Municipal or other bodies concerned in connection with the business. The Licensee shall also abide by the Municipal bye laws and other statutory provisions related the sale of food, drinks and the like and shall obtain the necessary license from the Competent IIFCL, wherever required.
29. The licensee should follow:-
 - (a) The Cooking medium shall be such vegetable oil as may be approved by IIFCL. Any article which is not included in approved list shall not be sold unless the same has been approved by IIFCL in writing in advance.
 - (b) The Licensee shall maintain high standard of catering services in all respects and food stuff and other articles supplied shall be of good hygienic quality and shall be opened for inspection and examination by IIFCL or any other official authorized. The food items with the good taste except drink, ice-cream, salad etc. shall be served hot and the Licensee shall also keep the food warmer or hot plates etc. for this purpose, in good and working condition.
 - (c) The authorized Govt. representatives of Prevention of Food Adulteration Deptt. (Including Medical Office or Health, NDMC/MCD/GNCTD shall on demand be supplied with the sample of any eatable exposed for sale free of cost for inspection any analysis. If on examination, it is proved to the satisfaction of the IIFCL whose decision shall be final and binding that any article exposed for sale, food stuffs or services rendered by the Licensee was defective, Rs. 5000/- as

liquidated damages each time defect is proved. This shall be in addition to any legal action/prosecution permissible under law for the time being in force, against the Licensee. The Licensee shall also make statutory nomination under Prevention of Food Adulteration Act under intimation of IIFCL.

30. The Licensee shall arrange its business in such a manner that it will be in a position to cater to the need of staff of IIFCL. It shall employ sufficient number of employee (but with the mutual consent) at his cost and risk. The Licensee shall also ensure and certify that each of his employee remain at all-time dressed in appropriate uniform provided to him by the Licensee during the time he is on duty. The Licensee shall arrange to supply proper identity cards for the staff employed by it and it shall be produced as and when demanded by the security staff at IIFCL
- 31.(a) The Licensee shall take up police verification of the staff employed by it in the Licensed Premises and submit the list of staff with their detailed address to the Security Cell.
- (b) The Staff employed by the Licensee should be well behaved and the Licensee shall replace them at once in the event of any complaint.
- (c) The Licensee shall be solely and exclusively answerable and responsible in the event of any litigation in any forum Tribunal Court of law etc. relating to the Management of Licensed Premises, staff employed by him/it, quality and quantity of food etc. IIFCL or any of its officer/staff shall in no way be responsible for answerable to any proceeding litigations initiated by any person/staff in any forum, court of law, Tribunal IIFCL etc.
32. The Licensee shall not pay wages to his employees/servants less than minimum wages, as per law and comply with all labor law.
33. The Licensee shall place and continue to keep in the aforesaid Licensed Premises all necessary equipment including insect repellent, water cooler, fridge, deep fridge, warmers etc. for running of Licensed Premises and shall not remove any item from the Licensed Premises without approval of the IIFCL.
34. The Licensee, in particular, shall on demand pay for all broken panes or glass of doors and windows.
35. In case said Licensed Premises are destroyed or damaged by any natural calamity or riots or civil disturbance or war so as to make it unfit for use of the Licensee, the license shall stand terminated automatically.

36. The Licensee shall be responsible for all damages or loss of property due to the reasons for which he/its servants or directly responsible and shall be liable to make good any loss or damage that may be sustained, by IIFCL except the normal wear and tear or such as cost by storm, earthquake or any other natural calamity beyond his/its control. No compensation of any kind shall be payable by the IIFCL. The Licensee shall take an appropriate insurance policy for the equipment/manpower employed in Cafeteria to make good any loss which may result due to any accident at its own expenses and submit copy thereof to the IIFCL.
37. The Licensee shall keep a complaint book in a conspicuous place in the Licensed Premises for recording the complaints, if any, by the staff/customers and the same shall be opened for inspection by IIFCL or any other officer authorized.
38. The Licensee shall not display or exhibit pictures posters, statues or other articles which are repugnant to the moral or are of indecent, immoral or other improper character or against any religion.
39. The Licensee shall run the Cafeteria from 9.00 AM to 7.00 PM and he/it or his/its employees/workman shall not remain in the IIFCL's Licensed Premises after closure of Cafeteria. However, in order to prepare the material for running Staff Cafeteria and clean the Licensed Premises after working hours, the workman would be allowed to enter the Licensed Premises an hour before the schedule time, and can stay up to 7.30 PM.
40. The Licensee shall cater to the need of the staff of IIFCL in respect to bided items and a person who visits them and failure to cater to the needs of these people for a continuous period of seven days shall amount to a breach of the terms of this agreement. The dealing of the Licensee with the staff and the visitors to the Staff Cafeteria shall be polite and courteous.
41. The Licensee in every case of complaint of deficiency in service established before IIFCL, the Licensee shall be liable to pay a penalty of such amount being not less than Rs.500/- as the recovered from the security deposit, and shall not be called in question.
42. The Licensee shall not be entitled to allow any other person to use the Licensed Premises in his place or to use any part thereof. In the event of the death of the Licensee, or the Licensee becoming insolvent, or dissolved if it is a partnership from prior to the expiry of the license period, the Licensee shall stand terminated automatically and the legal representative of the Licensee shall not be entitled to sue the Licensed Premises.

43. The Licensee shall have no right or interest in the Licensed Premises licensed to him/it not shall he/it be deemed to have possession thereof, except the permission to use the same.
44. IIFCL shall not be responsible for the safety for the equipment or any other material or article belonging to the Licensee and also shall not be liable for any damage or injury to property of the caterer lying any time in open or around the said Licensed Premises from any cause whatsoever.
45. The Licensed Premises shall not be used for residential purpose or for a purpose other than for which it has been allowed. The Licensee shall not be permitted to utilize the Licensed Premises or to carry or any other trade along with the authorized business of the catering during the period of license.

E. Force Majeure: 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. 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 IIFCL and 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 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 deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, IIFCL shall have the option of cancelling this contract in whole or part at his discretion without any liability at his part. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

F. Dispute Resolution: If any dispute (s) or difference(s) of any kind whatsoever arise(s) between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by Chairman or MD/DMD, IIFCL and the Licensee. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of the notice by one party, then the dispute or differences as detailed above shall be referred to and settled by soled arbitrator to be appointed by Chairman or MD/DMD IIFCL. The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act 1996 and Laws of India as amended or enacted from time to time. The venue of the arbitration shall be New Delhi, India. The fee and other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.

The arbitrator will give the speaking and reasoned award. Notwithstanding any reference to Arbitration, the parties shall continue to perform their respective work/obligation under the contract.

G Indemnity and Limitation of Liability: The licensee shall keep IIFCL indemnified from and against any and all claims, actions, demands and proceedings whatsoever brought or made against IIFCL. arising from any method or process employed or matter or thing done to or in connection with any work executed by or caused to be executed by under this Project and at their own risk and expense, shall defend any suit for infringement of patent or like suit brought against IIFCL and shall pay any damages and costs awarded in such suit.

H .Address for Communication

India Infrastructure Finance Company Ltd.	-
General Manager (GAD), India Infrastructure Finance Company Ltd., 5 th Floor, Plate A & B, Block 2, NBCC Tower, Kidwai Nagar (East), New Delhi-110023	-

Having read, understood and accepted the terms and conditions of this Agreement as also the requirements and details set out herein, we have appended our signatures in witness thereof, on the day, month and year mentioned herein below:

For and on behalf of IIFCL	For and on behalf of -----
Name:- -----	Name:- -----
Designation:- General manager	Designation:- -----
Signature:- 	Signature:-
Date:-	Date:-
Witness:-	Witness:-

INTEGRITY PACT

Between

India Infrastructure Finance Company Limited (IIFCL) hereinafter referred to as "The Principal",

And

----- **(Agency/firm) hereinafter referred to as "The Bidder/Contractor"**

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s).

Section 1 -Commitments of the Principal

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder (s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.

(2.) If the Principal obtains information on the conduct of any or its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in , this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 -Commitments of the Bidder(s)/ contractor(s)

(1) The Bidder(s) Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in .exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s) Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use Improperly, (or purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained Of transmitted electronically.
- d) The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representative in India, if any. Similarly the Bidder(s)/Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the -Guidelines on Indian Agents of Foreign Suppliers-shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
- e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s) Contractor(S) will not instigate third persons to commit offences outlined above or be and accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility' in question, the Principal, at its sole discretion, is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process.

Section 4-Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit (EMD)/ Bid Security furnished, if any, along with the offer, as per terms of the Invitation of

Tender, shall also be forfeited. The Consultant(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Bidder(s) as may be imposed by the Principal, in terms of Section 3 above.

(2) If, at any time after the awarding of the Project, the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Security Deposit/Performance Bank Guarantee furnished by the consultant, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the Principal under the relevant clauses of General/ Special Conditions of Contract.

Section 5-Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company In any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process

Section 6- Equal treatment of all Bidders

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal charges against violating Bidders

If the Principal obtains knowledge of conduct of a Bidder, or of an employee or a representative or an associate of a Bidder, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the contractor in 24 months after the last payment under the contract.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged /determined by Managing Director of IIFCL.

Section 9- Other Provisions

(1) this agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the bidders/contractors is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Central Vigilance Commission (CVC) has appointed Sh. V Kannan and Sh. Kishore Kumar Sansi as the Independent External Monitors (IEMs) for adoption and implementation of Integrity Pact (IP) at IIFCL and will have access to all contract documents.

(For & On behalf of the Principal)

(For & On behalf of the Bidder/Contractor)

(Office Seal)

(Office Seal)

Place_____

Date_____

Witness 1:-
(Name & Address)

Witness 2:-
(Name & Address)

ANNEXURE-I

CHECK LIST OF DOCUMENTS TO BE ATTACHED WITH TECHNICAL BID

- 1) Bank Draft for Rs. 10,000/- toward E.M.D
- 2) Assessment certificate for the last three years (copy of ITR)
- 3) Photo Copies of PAN Card, GST certificate, ISO certificate & attested copies of license as per Food Safety and Standard Act, 2006.
- 4) Signature of the bidder or his/her authorized signatory on each page of the Tender Documents as acceptance of the term and conditions contained in the Tender Documents (copy of the authorization letter may be taken in case of authorized signatory)
- 5) Self-certificate stating that the firm is not debarred by Central /State Govt/PSU/PSB, etc.

ANNEXURE-II

TECHNICAL BID

APPLICATION FOR RUNNING THE STAFF CAFETERIA IN IIFCL's CORPORATE OFFICE IN KIDWAI NAGAR (EAST), NEW DELHI

PARTICULARS OF THE TENDERER/APPLICANT

1.	(a) Name of individual/Firm/Company (if firms, names of all the partners/if a Company, the name of Director)(as per registration certificate)	
	(b) Name of Father/Husband (in case of individual)	
2.	Complete Postal Address of the tenderer (as per registration certificate)	
3.	Company profile Name of company/firm and complete registered address	
4.	Legal Status (individual proprietary firm, partnership, limited Company or Corporation)	
5.	Have you or your firm ever been debarred black-listed in the recent past by the Government/PSU/PSB/etc	
6.	Name Designation and Tel. No. (s) of the contact person fax No.(s) and email address	
7.	Past Experience of the firm in running Cafeterias in reputed companies along-with documentary evidence to this effect like award letter & Performance Certificate.	
	Statutory details (photocopy to be attached. Registration No. of the firm PAN No. GST No.	
	Income Tax Assessment completion certificate for the last three financial years.	
	Earnest Money deposited (A/C payee bank draft only)	
	Other details, if any	

Signature of the Applicant
(If a firm or a Company, the signature of the person who has been authorized to sign along with the seal)

Dated.....

Place.....

The incomplete Technical Bids without valid documents and Earnest Money Deposit shall be summarily rejected. The applicant shall sign on each page of the Technical Bid.

ANNEXURE-III
FINANCIAL BID

Item wise rates for supply of various items at IIFCL Staff Cafeteria at NBCC Tower, Kidwai Nagar (East). Cutting/overwriting, if any should be duly attested by the tenderer by putting his signature. Conditional offer will be summarily rejected.

(To be enclosed duly signed by the tenderer)

Sl.No.	Item	Unit	Proposed Rate
TEA AND COFFEE			
1.	(i) Tea (Prepared with approved Brands of Tea leaf like Brooke Bond/Red Label/Taj Mahal/Tata Tea)	1 cup (110 ml)	
	(ii) Lemon Tea with Tea Bag of Taj Mahal, Lipton etc.		
	(iii) Tea with Green Tea Bag of Tetly, Lipton etc.		
2.	(i) Coffee prepared with Nescafe	1 Cup (110 ml)	
	(ii) Filtered Coffee		
Sub Total			
Average			
SNACKS			
3.	Samosa	55 gms.	
4.	Bonda	50 gms.	
5.	Pakora (Palak/Gobhi)	100gms.	
6.	Paneer Pakora	50 gms.	
7.	Bread Pakora with Chutney, Tomato Ketchup of Kissan & Maggie) etc.	60 gms.	
8.	Vegetable Burger	80 gms.	
9.	(i) Vegetable Sandwich (100 gms)	1 pc.	
	(ii) Bread Butter Toast	225gms.	
	4 Large size slice bread with 25 gms. Butter of Amul or Mother Dairy) 4 full size slice		
10.	Vegetable Cutlet with Chutney, Tomato Ketchup of Kissan & Maggie) etc.	60 gms.	
11.	Patties	80 gms.	
12.	Grilled Sandwich Veg. (250 gms.)	4 pcs.	

13.	Masala Dosa (14" diameter and Masala of 150 gms. containing Potato, Peas and other vegetable with 100 gms. Sambhar and 25 gms. Coconut Chutney.	1 Plate	
14.	Dosa Plain (14" diameter) with 100 gms. Sambhar and 25 gms. Coconut Chutney	1 Plate	
15.	Sambhar Vada (2 pcs.) with 100 gms. Sambhar (50 gms. each vada)	1 Plate	
16.	Idli Sambhar (225 gms.)	1 Plate	
17.	Dhokla	200 gms.	
18.	Pohva	200gms.	
19.	Upma	200 gms.	
Sub Total			
Average			
Lunch			
20.	4 Chapaties (30 gms. Each) 1 plate vegetable (100 gms.), 1 plate Boondi Raita (50 gms.), 1 plate Dal (100gms.), vegetable (one plate) 50 gms. Paneer with Gravy OR 2 Chapaties (30 gms. Each), half plate Rice (Basmati) (100 gms.), 1 plate vegetable (100gms.), 1 plate Boondi Raita (50 gms.), 1 plate Dal (100 gms.), one plate vegetable, 50 gms. of Paneer with Gravy.	1 Thali	
21.	Chapaties(4 Nos.) with Aalu Sabzi of 150 gms(40 gms. each of chappati)	1 Thali	
22.	Puri plate (4 nos.) with subzi Aalu of 150 gms	25-30 gms each	
23.	Palak Paneer/Mutter Paneer (Special Subzi 150 gms. with Paneer 50 gms.)	1 Plate	
24.	Rice Basmati 150 gms. with Dal	½ plate	
25.	Boondi Raita 100 gms.	1 Plate	
26.	Chhole 100 gms.	1 Plate	
27.	Subzi (Veg.)	150 gms.	
28	Dal 100 gms.	1 Plate	
29	Vegetable Kofta/Mix Vegetable 150 gms. (20 gms. each of Kofta)	1 Plate	
30.	Shahi Paneer 150 gms. (Paneer 50 gms. + gravy 100 gms.)	1 Plate	

31.	Tawa Roti(40 gms. each)	1 No.	
32.	Rice Basmati with Dal	250gms.	
33.	Rice Basmati with Chhole	250gms.	
34.	Rice Basmati with Rajma	250gms.	
35	Rice Basmati with Kari	250gms.	
Sub Total			
Average			
SWEET/BEVERAGES			
36	Halwa (Gajar/Moong) 100 gms.	1 Plate	
37	Rasgulla 50 gms.	1 Piece	
38	Gulab Jamun 50 gms. each	1 Piece	
39	Cold Drinks (M.R.P. as per Company's rate)	1 Piece	
40	Biscuits (M.R.P. as per Company's rate)	1 Piece	
41	Juice Packet 200 ml. of standard companies such as Real, Tropicana (MRP as per company's rate)	1 Piece	
42	Bottled water(1 litre & ½ litre) of standard companies like Bisleri, Kinley and Kingfisher etc. (MRP as per company's rate)	1 No.	
43	Sweet & Salted Lassi of Curd 150 gms./200 gms.	1 Glass	
44	Sweet Bottled milk of Mother Dairy, Amul, DMS etc. 200 ml.	1 Bottle	
45	Ice-cream of Mother Dairy, Amul, Kwality etc. (M.R.P. as per Company's rates)	1 Scoop	
46	Nimboo Pani (M.R.P. as per Company's rate)	150 ml.	
47	Soup of Vegetable	150 ml.	
Sub Total			
Average			

Name of Firm/Company:

Signature of the Authorised signatory:

Name of Signatory (Authorised):

Telephone No.:

Mobile No. of Signatory:

E-mail ID:

Stamp of the Firm/Company:

NOTE:

1. More items can be added keeping in view the demand and preference of staff in consultation with the Competent IIFCL. The rates and scale of these items will be decided by IIFCL in consultancy with the Licensee.

2. All the raw material to be used for preparation of eatable items shall be of Agmark/Branded Company.
3. Milk used for tea/coffee/curd/Raita will be of standard company such as Amul, Mother Dairy, only
4. Each page of the Financial Bid should be duly signed and stamped.
5. There should not be any over-writing in quoted rates. Over writing shall lead to rejection of the bid.

