

Party Address:-

INQUIRY NO.94/HR/MESS-Tea Canteen/19-20

DATE: -18th July, 2019

Mail ID:-_____

Phone No:- _____

GST No:- _____

Dear Sir,

We shall thank you to quote your lowest rates on or before 30-07-2019 at 2:00 PM .Please send your quotation only in hard copy in sealed cover addressing quotation for the item. FAX, E-mail quotation will not be accepted. "The parties who are registered with MSME including SC, ST category may be given preference and exemption as per government directives. The bidder should submit the supporting document of registration with MSME." Thanking you,

Yours faithfully,

General Manager Rajnagar Textile Mill

Contract Period: - 01.08.2019 to 31.07. 2020

Rate/s from experienced MESS Contractors are invited. AT RAJNAGAR TEXTILE MILL-GFP:

CONTRACT PERIOD: -01.08.2019 to 31.07.2020

Sr.	Particulars	RATE TO BE QUOTED
No.		(In Rupees /Diet)
	Normal Lunch / Dinner: (Vegetarian, Full	
	Diet)	
	Thali including	
	A) Chapati	
	B) Daal,	
	C) Dry Seasonal Sabji	
	D) Rice	
	E) Salad	
	Note: The Contractor will provide special food with Sweets (One serve) once in a week and on the festival days.	



NOTE: The estimated average no of Lunch / Dinner to be served per day will be for 25 nos. of workers each time. The contractor will assess, on its own, in consultation with visiting workers/ staff, HR Department of the Mill, the actual number for which Lunch / Dinner to be prepared, on each day. The Contractor should be capable to cope up with the increase / decrease in number and in case of excess / shortfall, the Mill Unit will not be liable for such matters. No dispute on this matter will be entertained by the Mill Management, once the contract is accepted. Full Diet may include maximum upto 12 chapatis of 25-30 gms in a full diet.

<u>Contract Period:- 01.08.2019 to 31.07. 2020</u> Rate/s from experienced Canteen Contractors is invited. TEA/Coffee/ COLD DRINKS /LIGHT SNACK AT RAINAGAR TEXTILE MILL-GFP:

Sr.	Particulars	RATE TO BE QUOTED	Remarks
No.	i ai titulai s	(In Rupees /Ps)	Kellial KS
1	Tea (Full Cup 120ML)		The rate will be inclusive of
2	Tea Half Cup (60ML)		Paper Cup / Thermocol Cup for
3	Coffee (Full Cup 120 ML)		serving; In no case lower grade
4	Coffee Half Cup (60ML)		Plastic will be allowed. Only
			AMUL brand Milk / Wagh Bakri
			Tea/ Coffee Good quality of
			Sugar / Spices will be allowed
			to be used.
5	Snacks		
	Branded	Discount, if any on MRP	
	(PARLE/MONACO/WINDSOR/MAR	to be quoted	
	RIE/CRACKJACK/ BORNBON/HIDE	-	
	AND SEEK/GOOD DAY & SUCH		
	OTHER BRANDS) Biscuits in paper		
	Pack As well as Nankeens in packs		
	like Balaji, Samrat etc.		



Tender is invited in Two Bid format: -

(1) Technical Bid: -

(i) Earnest money deposit of Rs.25, 000/-by D.D from any nationalized bank in favors of <u>"NTC Ltd.</u> Rajnagar Textile Mills" Payable at Ahmedabad Only.

(ii) Cost of tender document Rs.5,00/- by D.D from any nationalize bank in favors of <u>""Ntc Ltd. Rajnagar Textile Mills" Payable at Ahmedabad Only.</u>

(iii) Supporting document: -Self attested Xerox copies of Food License No./GST No (If applicable)/minimum1year experience Certificate of similar type of work carried out by the bidders in any industry/School/any government/Private Body or valid supporting document if run self restaurant .Non-furnish of above mention document will lead to disqualification from the Bidding process.

iv) In case the bidder wishes to quote rates for TEA/Coffee/ COLD DRINKS /LIGHT SNACK or for Normal Lunch / Dinner: (Vegetarian, Full Diet) in that case also the bidder has to submit an EMD of Rs 25000 and a Tender Document fee of Rs 500/-

(2)Financial Bid: -

Sealed cover marked as "Quotation for Providing Lunch and dinner/ Tea/ Coffee/ Light snack should contain only rate quoted against work offered. Conditional bid will not be considered at all and will be liable to rejection of bid.

The entire envelope 1(Technical Bid) and 2(Financial Bid)duly completed should be placed in outer envelope which also should be sealed and contain the following information clearly.

(a)Name and Address of the Bidder on left corner (b)Mark the envelope for work offered.

The bidders who meet the qualification of technical bid as mentioned ahead will only be considered for opening of the financial bid.

The Mills reserve the right to accept or reject any or all tender without assigning any reason what so ever.



RAJNAGAR TEXTILE MILLS A Unit : National Textile Corportation Ltd.

(A Government Of India Undertaking) Opp. Uttar Gujarat Patelnagar Society, Babupura, Asarwa, Civil Hospital Road, Ahmedabad - 380016. Ph.: 079 - 2216 5059, 2216 5729, 2212 2658 E-mail : rnmpurchase@yahoo.com

INTEGRITY PACT Between National Textile Corporation Limited (NTC) Here in after referred to as "The Principal "and

. hereinafter referred to as

"The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for to. 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) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

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 of 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 themselves 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 Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, 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, for 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 or transmitted electronically.

d. The Bidder(s) /Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) 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. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at **Annexure-B1**.



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 an 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 the 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 is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of Business Dealings". Copy of the "Guidelines on Banning of Business Dealings" is annexed and marked as **Annexure-B2**.

Section 4- Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

2. If 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 Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last three 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 or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business Dealings."

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

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

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 Bidder(s) /Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor 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 – Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidder(s)/ Contractors as confidential. He reports to the Chairman, NTC.

3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The



Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairman, NTC within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairman, NTC, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman NTC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8. The word '**Monitor**' would include both singular and plural. Monitor would be entitled to receive such compensation as may be decided time to time by the CMD/Competent Authority.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract or contract period (extended if applicable) whichever is later and for all other Bidders 6 months after the contract has been awarded.

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 Chairman of NTC.

Section 10 – 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. That a person signing IP shall not approach the courts while representing the matters to IEMS and he / she will await their decision in the matter.

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

- 4. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of 11 his agreement remains valid. In this case, the parties will strive to come to an agreement to

their original intentions.

6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail."

(For & On behalf of the Principal) (Office Seal)

(For & On behalf of Bidder/Contractor)



RAJNAGAR TEXTILE MILLS

A Unit : National Textile Corportation Ltd. (A Government Of India Undertaking) Opp. Uttar Gujarat Patelnagar Society, Babupura, Asarwa, Civil Hospital Road, Ahmedabad - 380016. Ph.: 079 - 2216 5059, 2216 5729, 2212 2658 E-mail : rnmpurchase@yahoo.com

Place	
Date	

Witness 1: (Name &Address) _

Witness 2 : (Name &Address)

Place: AHMEDABAD Date:

General Manager



TERMS & CONDITIONS

Terms and conditions of contracting out the job of providing MESS service for WORKETS/STAFF and TEA/COFFEE/ LIGHT SNACK of RAJNAGAR TEXTILE MILLS, A UNIT OF NATIONAL TEXTILE CORPORATION LTD., (A GOVT. OF INDIA UNDERTAKING), OPP. UTTAR GUJARAT PATEL NAGAR SOCIETY, BABUPURA- HARIPURA, ASARWA, AHMEDABAD-380016 (Ph.No.-079-22160024)

- 1) Earnest money deposit of Rs.25,000/- by D.D from any nationalize bank in favours of "NTC Ltd. Rajnagar Textile Mills" Payable at Ahmedabad Only.
- 2) Cost of tender document Rs. 5,00/- by D.D from any nationalize bank in favours of "NTC Ltd. Rajnagar Textile Mills" Payable at Ahmedabad Only.
- 3) Parties are requested to submit their valid food license certificate and GST certificate, if applicable as per their turnover, along with the quotation.
- 4) The contract is valid for a period of 1 year from the date of its execution. The contract shall be at a trial of 3 months and after satisfactory completion of trial period and no objection from management side, the contract will automatically continue for the remaining period. In the intervening period, the mill shall have the right to terminate the contract giving one month's notice to the party.
- 5) Otherwise if the party wishes to terminate the contract at its own wish, the same can be done by notifying in writing to the mill serving two months of notice period. If not done so, then the security deposit of the party shall be forfeited.
- 6) The agreement can be extended for a further period of one year by mutual consent of the parties by writing and decided by the competent authority, at the same/revised rates, at the sole discretion of the Mills' management.
- 7) If the agreement is not extended further in writing, the same will automatically expire on completion of one year from the effective date without any notice thereof or else the security deposit of the party shall be forfeited.
- 8) The agency will provide upkeep services for the mess at the premises, which would mean and include upkeep of dining halls, hand wash room, utensil wash rooms.

The entire premises under the control of the agency for the MESS, subject to the overall control and authority of mills, should be kept clean and tidy. The Contractor shall be solely responsible for the security of the raw materials, unused stock of ingredients, utensils, furniture/fixtures both owned / arranged by him/ her together with the furniture/ fixtures / facilities supplied by the Mill and the Mill Management will not be liable for any loss, that may be caused due to negligence of the Contractor. The Mill management will be entitled to recover loss if any caused by the damage to or loss of the furniture/ fixtures / facilities supplied by the Mill.



- 9) The Contractor shall supply food and other items in good quality (i.e. hygienic food) with taste acceptable to the mills. Mill management will make available to the contractor the building, water, electricity (For Fans & Tube lights) and necessary utensils free of cost.
- 10) Only fresh vegetables to be used. Used oil must never be used. Only refined cooking oil of reputed brand and other ingredients, spices will be used by the agency.
- 11) The agency will bear all expenditure towards the cost of raw material for preparation of the food and beverages including that of cooking gas, till their delivery at site. The cooking gas stove will be handed over to the agency, and it will be the entire responsibility of the agency to obtain replenishments at its cost, and also to observe maximum safety while operating the gas. Loss due to leakage of gas because of negligence of the agency and its workers will be borne by the agency only. The agency will bear all expenditure towards the cost of Labour needed for preparing the food, beverages and washing along with cleaning of the site and utensils.
- 12) The agency will also bear all expenditure towards the cost of Labour used by them for providing upkeep of the mess, and for service of food and beverages as mentioned.
- 13) Mills will hand over the available utensils and other items to the agency along with a list after taking inventory in the presence of the authorized representative of the agency. Any other items required are to be procured by the agency.
- 14) Electricity and water in the mess premises will be provided by mills.
- 15) The agency will ensure that they present its workers always in a neat and tidy condition with clean outfit, and the cost incurred towards uniforms etc. issued to the workers will be borne by the agency.
- 16) The agency will not misuse the mill premises in any way. The agency's workers will be permitted to work at the specified places of work only and will not be allowed to enter in any other parts of the mills premises.
- 17) The agency will dispose of all garbage waste collected from the mess, at the place/s specified by Municipal and other authorities in the area.
- 18) Deductions under the income Tax Act & other statutory provisions, in force from the bills payable to the contractor.
- 19) The Contractor must have proper and valid Registration under GST laws and shall comply with all the provisions of GST Act/Rules as applicable. The Contractor shall submit the proof of payment of GST.
- 20)The Personnel of the Contractor will under no circumstances be deemed to be the employee of the mills and they shall not demand any salary/allowance, benefits, compensation, damages or any claim arising out of their employment/duty under this arrangement from the mills. Only Contractor will be responsible for this and for compliance of various provisions of Labour Laws.



- 21) The Contractor should grant to their staff/ employees, holidays, statutorily permitted hours of work and must comply other condition of the service. The Contract will be on PRINCIPAL TO PRINCIPAL basis, meaning thereby, the Mill management will be concerned with the final services of the Contractor and it will not have any control over presence, working hours and other disciplines so as to make them liable under various labour laws. The Contracting agency will be primarily, solely and exclusively responsible for compliance of all prevalent labour laws, whether having financial or other liabilities and the Mill Unit will not be in any way liable as principal employer with respect to staff/employees in case of any non-compliance of any labour law.
- 22) The Contractor shall make an interest free Security Deposit of an amount of Rs. 25,000/- (Rs. Twenty-five Thousand only) for the satisfactory fulfillment of the terms of the Contract. The amount deposited shall be refunded / returned on satisfactory completion of the contract, without any interest. The EMD of the successful bidder will be converted into security deposit.
- 23) In no case child below 18 years will be deployed by the Contractor for preparing, serving the Tea / Drinks, cleaning / washing the mess.
- 24) A **team of Officials** from the Mill will supervise **quality and quantity** of served meals/food time to time. The Contractor will discuss from time to time and obtain instructions for Menu i.e. which vegetable / daal / serial to be used and for the quality and taste of the food. In case of any default by the party with respect to poor quality/quantity of food, non-compliance of statutory obligations or any other breach of contract, the security deposit of the party shall be forfeited.
- 25) The Contractor is supposed to maintain proper hygienic conditions and cleanliness in the Mess and the Utensils to be used should be washed and cleaned regularly and properly. In case of failure to do so, the Contract is liable to be CANCELLED, on this sole count.
- 26) Any dispute arising out of the agreement shall be resolved by referral to an Arbitrator who shall be the General Manager of the Company or any other Senior Executive nominated by the General Manager.
- 27) The Contractor shall make his own arrangements in getting the Coupons of different denominations printed and handover the same to HR department of the mills for its accounting and issue to the employees on a weekly basis through mess Coupons issue register and the amount of coupons drawn by each workmen during four weeks will be recovered from their monthly stipend / wages payable from time to time and paid to the contractor with in a fortnight of receipt of the bill. In no case, the contractor shall not collect cash for the value of food & other items served to the employees by the mills.
- 28) The contractor shall report to HR Department and seek timely instructions for Carrying out the mess service effectively.
- 29) The mill / corporation reserve the right to accept or reject any part of the quotation without assigning any reason thereof.



- 30) Payment will be made after submission of the bill at the end of each service providing month and after the completion of its audit and verification, by HR/Accounts Department of the Mill.
- 31) Payment Terms are 60 Days standard (Minimum 30 Days) from our side.
- 32) Any conditional offers shall be summarily being rejected.
- 33) The tenders shall be opened on the last date of receipt of quotations i.e 30.07.2019 at 3.00 P.M in presence of the parties who wish to attend.
- 34) The rate/s for Tea/Coffee includes cost of serving tea to the Workers in respective Department/Offices by his personnel twice in a shift as may be asked. Supply tea / Coffee any other mode shall be responsibility of the contractor NTC shall not entertain any such issue.
- 35) In no case child below 18 years will be deployed by the Contractor for preparing, serving the Tea / Coffee/Drinks, cleaning / washing the Canteen.
- 36) The contactor shall be provided electricity connection in the canteen tea usage of which shall be charged on actual basis.
- 37) The Contractor will be solely and primarily responsible for **QUALITY** of Drinks/Tea/Coffee served. Deterioration in quality will be liable for termination of contact.
- 38) Adequate Control will be kept to ensure that outsiders are not allowed to visit Canteen except staff of agencies working at the Mill like Machine Erectors, Outside Maintenance visiting Staff, Official Guests;
- 39) A **team of Officials** from the Mill will supervise **quality and quantity** of served Items / drinks.
- 40) Proper accounting records will be kept by Canteen Contractor under supervision of an identified Official, who will be responsible for correctness and authenticity of subsidy amount.
- 41) Only Space for Canteen with water (inlet /outlet) facility will be provided by Mills. All other equipments/utensils /Consumables and infrastructure including Gas supply, Burners, Stoves, Oven, Freezer, etc. will be brought by the Canteen Contractor.
- 42) For applying to TEA/COFFEE/LIGHT SNACK the bidder must have minimum 1 year experience of running Tea Canteen/ Mess carried out in **Government office /Industries/institute certificate to be attached.**



- 43) For the finalization Quotation of the party unit rate shall be derived by considering 60 % weight age to lunch/dinner, 35 % weightage to rate of tea and 5% weightage to rate of coffee.
- 44) The Mill / Corporation reserve the right to reject any part of the quotation without assigning any reason thereof.

Payment Terms are 60 Days standard (Minimum 30 Days) from our side you may clearly confirm in the quotation if not acceptable.

→Company must have GST Number.

→If any input credit loss will be occurred due to non compliances completed by the vender In that case mill will recover the same amount from the next bill of the vender.

 \rightarrow Over writing will not be considered at all in any case.

The terms & conditions are as under:

- 1) SGST % :- _____
- 2) CGST % :- _____
- 3) IGST % :- _____
- 4) UGST % :- _____
- 5) Payment:-
- 6) Delivery Period:-___
- 7) Tax Invoice Necessary.

Rubber Seal/Stamp/Sign of Firm

DUE DATE:-30.07.2019 ,TIME:-02.00pm