

METRO-LINK EXPRESS FOR GANDHINAGAR AND AHMEDABAD (MEGA) COMPANY LIMITED

(A Joint Venture of Government of India and Government of Gujarat)

**E-TENDER DOCUMENT
FOR
PROVIDING TEA/COFFEE SERVICES**

E-Tender No.:- MEGA/Admin/E-Tender Notice/04/2018

Issued By:



Metro-Link Express For Gandhinagar And Ahmedabad (MEGA) Company Limited

(A Joint Venture of Government Of India and Government Of Gujarat)

Block No. 1, 1st Floor, Karmayogi Bhavan, Sector-10 A, Gandhinagar – 382 010, Gujarat.

Tel: +91 79 2324 8572; Fax: +91 79 23248573; email: info@gujaratmetrorail.com

CIN No. : U60200GJ2010SG059407; Website: www.gujaratmetrorail.com

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METRO-LINK EXPRESS FOR GANDHINAGAR AND AHMEDABAD (MEGA) COMPANY LIMITED

(A SPV of Gol and GoG)

Block No.1, 1st Floor, Karmayogi Bhavan, Sector 10/A, Gandhinagar-382010, Gujarat, India Ph. No.: 079-2324 8572

Corporate Identification No.(CIN): U60200GJ2010SGC059407

E-TENDER NOTICE NO.: MEGA/ADMIN/E-TENDER NOTICE/04-05/2018

Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Limited is a 50:50 Special Purpose Vehicle (SPV) of Government Of India (Gol) and Government Of Gujarat (GoG) invites offer through E-Tendering in 2 (two) bids systems from firm/shop/agencies engaged in the business of below mentioned related services and stationed locally in Gandhinagar/Ahmedabad.

| E-Tender No. | Providing Services related to | Estimated Tender Value | Tender Fees | Last day of bid submission |
|--------------|---|------------------------|-------------|-----------------------------|
| 04/2018 | Providing Tea/Coffee Services | Rs.11,00,000/- | Rs.1,500/- | 23 rd March 2018 |
| 05/2018 | Providing Photocopy(Xerox) and related services | Rs.12,50,000/- | Rs.1,500/- | 23 rd March 2018 |

Interested agencies may visit www.gujaratmetrorail.com or <https://mega.nprocure.com> for eligibility criteria, applying/downloading the tender and for more details.

Chief Administrative Officer



Metro-Link Express For Gandhinagar And Ahmedabad (MEGA) Company Limited

A Joint Venture of Government of India and Government of Gujarat

Block No. 1, 1st Floor, Karmayogi Bhavan, Sector-10 A, Gandhinagar – 382 010, Gujarat.

Tel: +91 79 2324 8572; Fax: +91 79 23248573; email: info@gujaratmetrorail.com

CIN No. : U60200GJ2010SG059407; Website: www.gujaratmetrorail.com

E-Tender No.:- MEGA/Admin/E-Tender Notice/04/2018

Important Dates & Information

| | | |
|---|--|--|
| 1 | LAST DATE AND TIME OF SUBMISSION OF E-TENDER | DATE : 23.03.2018 @ 11.00 Hrs |
| 2 | ADDRESS TO SUBMIT PHYSICAL TENDER ON OR BEFORE 23.03.2018 @ 11.00 Hrs. | Chief Administrative Officer, MEGA COMPANY LIMITED, Block No. 1, 1 st Floor, Karmayogi Bhavan, Sector-10 A, Gandhinagar – 382 010, Gujarat. |
| 3 | DATE OF OPENING OF TECHNICAL BID | DATE: 23.03.2018 @ 15.00 Hrs at Karmayogi Bhavan, Gandhinagar. |
| 4 | ESTIMATED AMOUNT OF WORK | Rs. 11,00,000/- |
| 5 | TENDER FEES | Rs. 1,500/- |
| 6 | EMD | Rs. 33,000/- |
| 7 | SECURITY DEPOSIT / PERFORMANCE GUARANTEE | Rs. 55,000/- |
| 8 | CONTRACT PERIOD | 1 (ONE) YEAR FROM THE DATE OF AWARD OF CONTRACT AND FURTHER EXTENDABLE TO 1 (ONE) YEAR if performance of agency is found satisfactory |

TENDERING PROCESS:

Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Limited (herein after referred to as MEGA or MEGA Co Ltd) a 50:50 Special Purpose Vehicle (SPV) of Government Of India (GoI) and Government Of Gujarat (GoG) invites offer through E-Tendering in 2 (two) bids systems from reputed / authorized / experienced firms / companies stationed locally in Gandhinagar/Ahmedabad and engaged in the business of providing Tea/Coffee as per the requirements for MEGA's various offices, Projects offices, Site offices, depots etcetera located in and around Gandhinagar and Ahmedabad for the period of one year and further extendable to one year if the performance of the Agency is found satisfactory.

The tender document will be available for download **from 01.03.2018 to 22.03.2018**. The tender document can be downloaded from the official website of MEGA Company Limited i.e. www.gujaratmetrorail.com OR <https://mega.nprocure.com>. The estimated value of the work is **Rs.11,00,000/- (Rupees Eleven Lakh Only)** approximately, the actual value shall be based on actual execution of quantity.

Tender is invited in two parts i.e. **(1) Technical Bid (physical form) (2) Financial bid (online)**.

(1) Technical Bid (physical form)

Technical Bid shall be submitted in two separate Proforma duly completed in all respects. First for "Tender Fees and EMD (Earnest Money Deposit)" and Second for "Technical Bid" containing Documents as per **Annexure-IA and IB**.

The name of the Proforma to be mentioned clearly in words "Earnest Money/Tender Fees" and "Technical Bid Documents" as the case may be on the top of the respective Proforma.

Two separate covers to be prepared for both Proforma (1) For the instruments of EMD & Tender Fees and (2) The documents pertaining to Technical Bid. Both the covers are to be placed in a single cover clearly written on the top as "**E-Tender for Providing Tea/Coffee**" which should be submitted in physical form on or before the last date and time of tender submission. **Late submission of tenders will not be accepted**. Late submission of tenders if accepted mistakenly by MEGA will be liable for rejection.

The Bid duly completed in all respects with the inscription as mentioned above "**E-Tender For Providing Tea/Coffee**" should be submitted to **Chief Administrative Officer** at office address mentioned in the notice along with a Demand Draft or Pay-Order of **Rs.1,500/- (Rupees One Thousand Five Hundreds Only) Non-refundable** as Tender Fees to be drawn in

favour of “**MEGA Company Limited**” payable at Gandhinagar on or before the last date and time of submission.

Earnest Money Deposit (EMD) of Rs.33,000/- (Rupees Thirty Three Thousand Only) in the form of Demand Draft / Pay-Order / Fixed Deposit / Bank Guarantee to be drawn in favour of “**MEGA Company Limited**”, payable at Gandhinagar on or before the last date and time of submission. For FD/BG, validity must be for **90 days** from the last date of bid submission.

The successful bidder of the tender shall have to submit a Performance Guarantee by way of DD/Pay Order/Fixed Deposit/Bank Guarantee of **Rs.55,000/- (Rupees Fifty Five Thousand Only)** to be drawn in favour of “**MEGA Company Limited**” within seven days from the issuance of LOA (Letter Of Acceptance) with a validity of **90 days** beyond the expiry of contract agreement.

(2) Financial bid (online)

Financial Bid is not to be submitted in physical form as it has to be filled up on portal **online** at <https://mega.nprocure.com>. Financial Bids of those bidders who qualify in the Technical evaluation as per the criteria laid down in the document shall only be opened online.

The tender form for the financial bid is prescribed in tender document as ‘Online financial proposal’ at **Annexure II**.

The power to accept a tender is vested with MEGA, which does not bind itself to accept the lowest tender and reserves itself the authority to reject any or all of the tenders received without assigning any reason. All tenders wherein any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. Canvassing in any form in connection with tender is strictly prohibited and the tender submitted by the bidders who resort to canvassing will be liable for rejection. The bidder shall sign and stamp each page of this tender document as a token of having read and understood the terms and conditions contained herein and submit the same along with the qualifying bid. The Bidder shall fill up the information in the **Annexure-III** enclosed at the end of this document in clear and legible terms. Annexures will also have to be signed and stamped by the bidder through its authorized signatory only. The tender forms shall be rejected if it is not complete in any aspect. The bidders are advised to check the website of MEGA Co. Ltd. regularly for amendments, if any.

MINIMUM ELIGIBILITY CRITERIA

1. Bidders must have **valid FSSAI license** under prevailing Food Safety and Standards Act, 2006 (If all materials/products, manufactured & supplied by one company only, then FSSAI license of manufacturer is required).

2. The bidder shall be **stationed locally** by a dedicated branch or through registered office in Ahmedabad or Gandhinagar for **minimum last three years** as a Food Trader under **Shop & Establishment Act**.
3. Bidders should possess a minimum of **continuous three (3) years of experience** for similar kind of services of providing Tea/Coffee in Ahmedabad/Gandhinagar.
4. The similarity and suitability of the experience shall be assessed by MEGA on the basis of documentary proof furnished by Bidders. MEGA may make cross-reference to confirm the documentary evidences. Bid/s without the documentary proof shall be liable for summarily rejection.
5. The Average Annual Turnover of last 3 Financial Years (FY 2014-15, 2015-16 & 2016-17) of the bidder should be minimum **Rs.8,00,000/- (Rupees Eight Lakh Only)** from providing Tea/Coffee services. The Turnover should be certified by the Statutory Auditor/Chartered Accountant.
6. In case of insufficient bidders and the said qualifications, MEGA shall reserve right to dilute the criteria at its discretion for selection of a suitable agency for the work.
7. Submission of Undertaking by the Bidder on the following as per Annexure IV

INSTRUCTIONS TO BIDDER

(1) ONE BID PER BIDDER:

Each bidder shall submit only one tender either by himself/herself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, all such bids are liable to be rejected.

(2) COST OF BID:

The bidder shall bear all costs associated with the preparation and submission of the bid and MEGA will in no case, shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

(3) AMENDMENT TO BID DOCUMENT:

At any time, prior to the date of submission of bids, the MEGA Co. Ltd. may for any reason, at its discretion, whether at its own initiative or in response to a clarification by a prospective bidder, modify the bid documents by amendments. The amendments/Corrigendum will be notified on MEGA Website and these amendments will be abiding to the bidders. Bidders are advised to visit MEGA Website regularly for updates in this regards.

(4) EXTENSION OF TIME:

In order to give prospective bidders required time to take the amendments into action in preparation of their bids, MEGA Co. Ltd. may at its discretion extend the timeline for submission of bid suitably.

(5) VISIT TO OFFICES / SITE OFFICES:

The bidder is required to provide Tea/Coffee machines to various offices, project offices, site offices, Depots etcetera of MEGA and is advised to visit all these offices and acquaint himself/herself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the bidder has undertaken a visit to MEGA and is fully aware about the **type of machines and quality of Tea/Coffee required by MEGA.**

(6) LANGUAGE:

Bids and all accompanying documents shall be in English as far as possible.

(7) FORM OF BID:

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representative of the Bidder. If the Bidder is partnership firm, consortium or a joint venture, the Form of Bid shall be duly signed by an authorized representative **who must demonstrate authority** for the same with an acceptable documentary proof. Signatures on the Form of Bid shall be witnessed and dated.

(8) CURRENCIES OF BID AND PAYMENT:

The bidder shall submit price bid / offer in Indian Rupees and payment under this contract will be made in Indian Rupees only.

(9) RIGHT TO VARY QUANTITIES:

MEGA reserves the right at the time of award of the contract or during the contract period to **increase or decrease the quantity of materials** in the schedule of requirements without any change in unit price quoted by bidder which shall be abiding to bidder.

(10) RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

MEGA Co. Ltd. does not bind itself to accept lowest or any other bids and has the right to cancel the bidding process and reject all bids or some bids or single bid at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder/bidders on the grounds for the company's action.

(11) TECHNICAL BID SUBMISSION IN PHYSICAL FORM:-

(11.1) Bids to be submitted in two parts i.e. **(1) Technical Bid (physical form) (2) Financial bid (online).**

The tender form for Technical Bid in Proforma prescribed in **Annexure-IA & Annexure-IB**

The name of the Proforma to be mentioned clearly in words “Earnest Money/Tender Fees” and “Technical Bid Documents” as the case may be on the top of the respective Proforma.

Two separate covers to be prepared for both physical form Proforma (1) For the instruments of EMD & Tender Fees and (2) the document pertaining to Technical Bid. Both the covers are to be put in a single cover clearly written on top as **“E-Tender for Providing Tea/Coffee”** should be submitted to Chief Administrative Officer at Karmayogi Bhavan, Gandhinagar on or before the last date and time of tender submission.

(11.2) Tender Fee and Earnest Money Deposit (EMD)

Tender Fees :- Demand Draft or Pay-Order of **Rs.1,500/- (Rupees One Thousand Five Hundred Only) Non-refundable** as Tender Fees to be drawn in favour of **“MEGA Company Limited”** payable at Gandhinagar on or before the last date and time of submission.

EMD: The Bidder shall deposit EMD (Earnest Money Deposit) for an amount of **Rs. 33,000/- (Rupees Thirty Three Thousand Only)** in the form of an Account Payee DD or Pay Order or Bank Guarantee or Fixed Deposit from a Nationalized / Scheduled bank in an acceptable form in favour of MEGA Company Limited along with the technical bid as mentioned in Bid Submission. The bid security should remain valid for a period of **Ninety (90) days beyond the last date of submission of technical bid.**

(11.3) Technical bid without EMD shall be summarily rejected.

(11.4) EMD of the unsuccessful bidders will be returned to them after 2 weeks of awarding the tender to successful bidder.

(11.5) No interest will be paid to the bidders on EMD submitted.

(11.6) EMD of the successful bidder shall be returned on receipt of Performance Guarantee and after signing the Contract Agreement.

(11.7) EMD shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

(11.8) EMD shall be forfeited if the successful bidder refuses or neglects to execute the contract or fails to furnish the required Performance Guarantee within the time frame specified by MEGA Company Ltd.

(11.9) The Technical Bid should consist of the following documents as per Annexure-I:

1. Signed & stamped copy of the FSSAI license under Food Safety and Standards Act, 2006 as mentioned in Minimum Eligibility Criteria.
2. Signed & stamped copy of PAN card of the Agency/Firm/Company under Income Tax Act. Self-attested one recent passport size photograph(s) of the authorized

person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of all Directors/Partners along with **Annexure-III**.

3. Signed & stamped copy of valid Registration Number of Agency under Shop & Establishment Act.
4. Signed & stamped copy of GST registration number and GST return data of last 3 months.
5. Proof of Annual turnover of last three financial years as stated in Minimum Eligibility Criteria. It should be supported by audited P&L statement or Balance sheet copy or CA certificate of the turnover.
6. Experience Certificates with summary in tabulated form - List with documents from the concerned organizations on its letterhead along with necessary contact details as mentioned in **Annexure-IB**; and a satisfactorily work completion certificate to be provided compulsorily.
7. **Annexure-IV (Undertaking)**

(12) THE FINANCIAL BID SUBMISSION (ONLINE ONLY):-

Financial Bid is not to be submitted in physical form as it has to be filled up on the online portal <https://mega.nprocure.com>. Financial Bids of those bidders who qualify in the Technical evaluation as per the criteria laid down in the document shall only be opened online.

The tender form for the financial bid in Proforma prescribed in tender document as 'Online financial proposal' in **Annexure II**.

Help Desk Link for E-Tendering:-

In case bidders need any clarifications or if training required to participate in online tenders, they can contact (n) Procure Support team:-

(n)Code Solutions-A division of GNFC Ltd.,

(n)Procure Cell

403, GNFC Infotower, S.G. Road,
Bodakdev, Ahmedabad – 380054 (Gujarat)

Contact Details

Fax : +91-79-40007533

E-mail : nprocure@ncode.in

TOLL FREE NUMBER : 1800-419-4632

Operating System & System Requirements:-

Opening Website in IE 8/9/10 - Open IE ->Menu Bar -> Tools-> Compatibility View Settings -> Add website in compatibility view ->Select below option only "Display all **Opening Website in IE 11**. - Open IE ->Menu Bar -> Tools-> Compatibility View Settings -> Add website in

compatibility view ->Select below option only "Display Intranet Sites in Compatibility View".
Don't Close IE. And open the website.

New DSC Purchase & Renewal L: 079 – 66743289/ 66743300 / 200

| | |
|------------|--|
| Email Id : | dscsupport@ncode.in |
| | dscsales@ncode.in |

DSC Support Toll Free Number: 1800 - 419 - 4455

(12.1) The financial bid submitted by bidder shall remain valid and open for acceptance **for a period of six months from the date of bid submission.**

(12.2) Bid Prices:

Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Bid Offer covers Bidder's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Providing Tea/Coffee Services at MEGA. This includes all the liabilities of the Bidder such as

- **Bean2Cup laced with fresh milk option Machine** Charges (To be Installed at various offices of MEGA mentioned in below table)

| Office Address | Number (Nos) of Machines to be installed |
|--------------------------------|---|
| Karma Yogi Bhavan, Sector-10 A | 2 (Two) Nos Machines |
| Nirman Bhavan, Sector-10 A | 1 (One) Machine |
| GNFC Tower Office, Ahmedabad | 1 (One) Machine |

- Setup, Services, Repairs & Maintenance of Machines
- Manpower Cost of Technicians who provide regular services or on-call services
- Alternate Machine setup charges in case of sudden break-down of machines.
- Material delivery charges, Daily milk delivery charges
- Cost of consumables if any
- **Only delivery charges to be quoted for fresh milk.** Rates of milk will be paid on actual as per prevailing rates of Amul.
- All the Tea Bags must be of **Tata/ Brookbond/Tetley/ Lipton/Tajmahal/Coffee day beverages/Wagh-bakri brand only**
- **All the bids must be including GST** (In case of substantial revision in GST slabs during the contract period, difference will be considered by MEGA and shall be reimbursed to the successful bidder accordingly)

(12.3) Bidders are advised to visit and assess the scope and requirements under the tender consciously. Rates so offered by a bidder shall be assumed to have been quoted after comprehensive assessment of the scope, quality and quantity of the work. The terms, conditions and notes under this chapter are guiding and thus bidder/s are advised to make its own assessment and after then to quote.

(13) BID OPENING AND EVALUATION:

(13.1) The tender committee of MEGA will open the Technical / Financial Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.

(13.2) The bid of any bidder who has not complied with one or more of the conditions prescribed in the tender document will be summarily rejected.

(13.3) Conditional Bids will also be summarily rejected.

(13.4) Financial bids of only the technically qualified bidders will be opened online.

(13.5) **Overall L1 will be calculated as mentioned below with reference to Annexure-II, where**

“A” = Approximate quantity of consumption per unit

“B” = Unit of Measurement (UoM)

“C” = Rate submitted by Bidder per Unit of Measurement (UoM)

“D” = “A” * “C” (Multiplication of Approximate quantity of consumption and per unit rate submitted by bidder)

To derive overall Lowest 1 (L1), “E” will be considered where “E” = Total of “D”

(13.6) The successful L1 bidder of the financial bid will be called for the presentation on its vendor capabilities for providing the services at MEGA Co. Ltd.

(14) ISSUANCE OF LETTER OF ACCEPTANCE (LOA) AND AWARD OF CONTRACT:

(14.1) Prior to the expiration of the bid period, MEGA will notify the successful bidder in writing by issuing Letter Of Acceptance (LOA) through e-mail that its bid has been accepted.

(14.2) The issuance of Letter of Acceptance (LOA) shall constitute the intention of MEGA to enter into an agreement with the successful bidder.

(14.3) Upon issuance of LOA, the successful bidder shall submit Performance Guarantee of Rs.55,000/- in conformity with the bid documents, in stipulated time period which is within 7 (Seven) days from the issuance of LOA). Thereafter a contract in accordance with the tender terms will be executed between the successful bidder and MEGA on suitable stamp and after that EMD will be released.

(15) CANCELLATION OF LETTER OF ACCEPTANCE:

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in stipulated time (within seven days of issuance of LOA) shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the EMD, in such case MEGA may make the offer to any other bidder at its only discretion or may call for new bids.

(16) POST BID CLARIFICATION:

No post bid clarification at the initiative of the bidders shall be entertained. Any effort by the bidders to influence the MEGA in its bid evaluation, bid comparison or award of the contract shall be resulted into rejection of the entire bid.

(17) MISCELLANEOUS:

(17.1) The bidder is expected to examine all the instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result into rejection of the bid.

(17.2) MEGA may terminate the contract if it is found that the contractor/agency is black listed on previous occasions by any of the Government Departments/ Institutions/ Local Bodies/ Municipalities/ Public Sector Undertakings, etc. If the work completion certificate submitted by the bidder contains any negative/adverse remark, in that case the bidder will not qualify for the technical evaluation and the bid will be summarily rejected. Non submission of satisfactory work completion certificates will also lead to disqualification for the technical evaluation and the bid will be summarily rejected. The satisfactory work completion certificate submitted by bidder shall also include remarks of its respective clients/principal employer about no levying financial penalty or other major penalty to the bidder during his contract tenure. If any kind of financial penalty or any other major penalty levied to the bidder by its previous clients/principal employer is found, in such case the bidder will be disqualified at Technical Bid Evaluation stage.

(17.3)The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Document.

(17.4)The bidder shall check all the pages of tender document and in the event of discovery of any discrepancy or missing pages, the bidder shall inform MEGA and shall ensure to get all the details on time.

(17.5) Bidder, who desire to avail further clarification in any aspect of the mentioned tender may submit query on clarification at smadmin@gujaratmetrorail.com within 10 days from the date of issuance of the tender. The clarifications and amendments, if needed will be issued within 5 days from the last date of query submission date. Queries after the stipulated time period i.e.10 days from the date of issuance shall not be considered in any case.

(17.6) The decision taken by MEGA will be final and abiding to all the bidders in any aspect of the mentioned tender and the bidder shall have no claim in any form against MEGA Co. Ltd.

TERMS & CONDITIONS OF CONTRACT:

(Hereinafter successful bidder is referred to as agency or service provider)

1. Responsibility and Scope of Agency

1. The agency will provide initially **4 (four) Bean2Cup Machines laced with fresh milk option**. All the machines **must have steamer option** and should be without sugar option. **Per day capacity of machines must be 300 cups per machine. All the machines to be installed at locations mentioned in below table without any rent/ charges/ deposit.**

| Office Address | Number (Nos) of Machines to be installed |
|--------------------------------|---|
| Karma Yogi Bhavan, Sector-10 A | 2 (Two) Nos Machines |
| Nirman Bhavan, Sector-10 A | 1 (One) Machine |
| GNFC Tower Office, Ahmedabad | 1 (One) Machine |

2. Agency will ensure timely Setup, Services, Repair & Maintenance and alternate arrangement in case of sudden break-down of any machine. Agency will ensure smooth services at all the time during contract period. By all the means, services should not get affected by break-down of machines or short-supply of materials.

3. **The agency has to supply daily fresh milk as per requirement of MEGA offices.** All the Tea Bags must be one of the brands only.

- Tata
- Brookbond
- Tetley
- Lipton
- Tajmahal
- Coffee day beverages
- Wagh-bakri

4. The agency has to provide service on all working days. In case our office works on the any public holiday/ weekly off day, the agency has to provide the services on those days just like working day.

5. The agency has to provide the operator/service engineer as and when required by MEGA for the operational issues of machines in time in a way that the services do not get affected.

6. The agency will provide all machines, materials, consumables, cleaning materials of standard quality only. MEGA reserves the rights to assess and to decide the quality. Inferior quality as perceived by MEGA shall be rejected.

7. All the liabilities which may arise under the prevailing government acts related to these services will have to be fulfilled by the agency.

8. No extra charges will be paid towards the machine cost, setup, installation, regular services, repair and maintenance of machines including cleaning materials and consumables.

9. The agency will be responsible to provide the required services by doing alternate arrangement in case of the sudden breakdown of machines in time in a way that the services of providing tea/coffee do not get affected. No extra payment will be given towards alternate or outsourced services provided by agency. In case of longer time taken to make an alternative arrangement by agency, MEGA will directly outsourced the services for providing tea/coffee to officials of the MEGA and the cost for the same shall be debited from the monthly invoices of agency.

10. The requirement of machines and materials may vary from time to time as per requirement of MEGA. MEGA reserves the right to **increase or decrease the quantity of machines or materials** in the schedule of requirements without any change in unit price quoted by agency during the contract period which shall be abiding to agency.

11. The agency shall proceed with its functions/work in accordance with the instructions and clarification of MEGA. If the agency fails to proceed with the work/function, it shall be considered to be in default and shall hold liable for any cost and expenses arising from such default. During this period, the agency shall be paid the undisputed portion of its claim which is due as per the contract.

12. MEGA and The Agency undertake that all the disputes, differences or questions at any time between the parties shall be resolved between in good faith by having discussion between Chief Administrative Officer and the owner of agency.

2. Payment of Monthly Bills

Payments shall be made on monthly basis within 15 working days after submission of comprehensive bills in the succeeding months. The Agency shall submit the bills before 5th of every month along with below documents duly signed by agency.

- Signed and stamped copy of delivery challans.
- Invoice duly signed and stamped by authorized person of agency in duplicate
- Milk deliveries register copy duly signed by security of MEGA and agency.

3. Penalties

Prompt, punctual, efficient, safe, Hygienic and courteous services by the agency is the essence of this contract, any lapses in the services will be viewed seriously and penalties will be imposed on the agency as it will be consider as nonfulfillment of contractual obligations. Quantum of penalty will be decided in individual cases and the decision of MEGA will be final and abiding to bidder. Few of penalty conditions are tabulated below.

1. In case of failure to provide machines or material at the time of inception of contract period as per the requirement given by MEGA, **the entire EMD shall be forfeited and LOA shall be withdrawn.**
2. In case of failure to supply daily materials to offices of MEGA in time, materials will be procured directly from outside by MEGA and cost of materials shall be deducted from the agency's monthly bill. Suitable penalty as decided by CAO will be imposed to agency for such instances.
3. If agency fails to provide alternate arrangement in case of sudden break-down of machines, **a penalty of Rs.5000 per day** shall be levied by MEGA and the same shall be deducted from The Agency's monthly bill. Repetition of such incidents may be resulted into termination of contract.
4. In case any complaint is received from MEGA officials attributable to quality of Tea/Coffee & is assessed as true by MEGA administration, **a penalty of Rs. 10,000/- (Rupees Ten Thousand Only)** for each such incident shall be levied and the same shall be deducted from The Agency's bill and on repetition of the same MEGA may terminate the contract.
5. If as a result of post payment audit any overpayment is detected in respect of any invoices of services provided by the agency or alleged to provide services by the agency under the contract, it shall be recovered by MEGA from the agency from subsequent bills without consent of the agency at MEGA's discretion.

4. Period of Contract:

The initial Contract shall be valid for a period of One Year (From 1st April 2018 to 31st March 2019) which is further extendable to one year subject to review and satisfactory performance of the Agency.

5. Performance Guarantee:

The Agency shall deposit Performance Guarantee of Rs. 55,000/- (Rupees Fifty Five Thousand Only) in the form of DD, PO, Bank Guarantee or Fixed Deposit from nationalised bank within 7 calendar days from the date of Letter of Acceptance (LOA). Performance Guarantee must be valid up to a period of **Ninety Days** after the date of completion of contract, In case of extension of contract period the Bank Guarantee is to be extended further as per the requirement of MEGA Company Ltd. This Performance Guarantee shall be released only after 90 Days from the date of expiry of the contract.

6. Sub-Contracting:

The Agency shall not sub-contract any part or whole part of the rate contract or any activity mentioned in the tender to any sub-contractor.

7. Change in Terms and Conditions/Contract:

MEGA shall reserve all rights to make changes in the terms and condition or variation in the mentioned contract/tender by a notice in writing to the agency. The agency will be abiding to the same and no representation in the said manner will be allowed / entertained.

8. Termination:

(8.1) If The Agency fails to perform its duties/functions satisfactory as prescribed by MEGA, MEGA reserves the right to terminate the contract with agency at any point of time. In no event shall the agency be entitled to any prospective profits or consequential losses because of such termination.

(8.2) The Contract shall be considered as terminated in the event of the death of the owner of the agency and their legal heir will not have any right/claim towards the same. However, the legal heirs of the owner of the agency may continue working as per contract specifications for next three months. MEGA has to complete process to appoint the new agency during the mentioned period.

(8.3) If Agency does not desire to continue the contract, in such case, it has to give three months' notice in advance to the Company and its performance guarantee will be seized.

(8.4) In addition to the any provision of this contract, MEGA can terminate the contract without providing any reason to the agency by giving notice in one month in advance. No compensation shall be paid to the agency for the residual period after the cancellation of contract.

(8.5) Failure by The Agency to comply with any statutory requirements and terms and conditions of this tender during the period of contract shall result in termination of the contract and subsequent disqualification for participation in any future tender by MEGA. In such a case, the performance guarantee will also be forfeited.

(8.6) Any repetition of penalty may be resulted into termination of contract as mentioned in penalty terms and conditions.

9. Statutory Compliance with Laws, Regulations and Orders:

The Agency shall comply with all applicable Indian Laws, decree, rules and regulations of government or any authorised agencies of any government in India and maintain valid record for verification of the statutory authorities as well MEGA Co Ltd as and when required.

10. Applicable Law:

The contract and the relationship of the parties hereunder shall be governed by and interpreted in accordance with the laws of India and parties hereby agree to submit that the court at Gandhinagar, Gujarat shall have the exclusive jurisdiction to dispute if any arising between the parties to the Contract.

ANNEXURE- IA

Guidelines for Technical Bid Submission

Below mentioned Documents to be submitted in Technical Bid along with covering page of below check list

| <u>Sr No.</u> | <u>Documents to be Submitted</u> | <u>Yes or No</u> |
|---------------|--|------------------|
| 1 | Signed & stamped copy of the FSSAI license under Food Safety and Standards Act, 2006 as mentioned in Minimum Eligibility Criteria. | |
| 2 | Signed & stamped copy of valid Registration Number of Agency under as per Shop & Establishment Act. | |
| 3 | Signed & stamped copy of GST registration number and GST return data of last 3 months. | |
| 4 | Proof of Annual turnover of last three financial years as stated in T&C No.14 supported by audited P&L statement or Balance sheet copy or CA certificate of the turnover. | |
| 5 | Experience Certificates with summary in tabulated form - List with documents from the concerned organizations on its letterhead along with necessary contact details as mentioned in Annexure-IB | |
| 6 | Annexure-III | |
| 7 | Annexure-IV | |

Annexure – IB (Experience Details)

Experience Details must be given in below format along with work completion certificate

| Sr. No | Name of the Organization where you provided services | Duration of Contract period | Types of Machines provided by your agency | Total number of Tea/Coffee per day served by your agency | Contact Details of Organization / Authorized Person |
|---------------|---|------------------------------------|--|---|--|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |

Annexure – II (ONLINE FINANCIAL BID)

| Sr No. | Material Description | Approximate Quantity of Consumption Per Month "A" | Unit of Measurement (UoM) "B" | Rates per UoM "C" | "D" = A*C |
|--------|--|---|-------------------------------|-----------------------------------|-----------------------------------|
| 1 | Roasted Coffee Beans | 21 | 1 Kg | | To be calculated by system |
| 2 | *Tea Bags – Assam (double chamber) | 10000 | 1 each | | To be calculated by system |
| 3 | *Tea Bags – Masala (double chamber) | 3500 | 1 each | | To be calculated by system |
| 4 | *Tea Bags – Cardamom (double chamber) | 8500 | 1 each | | To be calculated by system |
| 5 | *Tea Bags – Ginger (double chamber) | 300 | 1 each | | To be calculated by system |
| 6 | *Green Tea Bags with Lemon (double chamber) | 300 | 1 each | | To be calculated by system |
| 7 | *Green Tea Bags with Honey Lemon (double chamber) | 300 | 1 each | | To be calculated by system |
| 8 | *Green Tea Bags with Mint (double chamber) | 1000 | 1 each | | To be calculated by system |
| 9 | *Green Tea Bags (double chamber) | 300 | 1 each | | To be calculated by system |
| 10 | Twinings Darjeeling Black Tea Bags | 500 | 1 each | | To be calculated by system |
| 11 | White Sugar Cubes 500 gm Packet (Popular Brand) | 10 | 1 Packet of 500 gm | | To be calculated by system |
| 12 | Madhur Sugar 5 KG | 18 | 1 Bag of 5 Kg | | To be calculated by system |
| 13 | Sugar Sachets 1 kg pack | 50 | 1 kg pack | | To be calculated by system |
| 14 | Stirrers | 2000 | 1 each | | To be calculated by system |
| 15 | Delivery Charge for daily supply of Packaged Milk-Amul Shakti (**) | 650 | 1 litre | Only Delivery Charge to be quoted | To be calculated by system |
| 16 | Delivery Charge for daily supply of Packaged Milk–Amul Gold (**) | 200 | 1 litre | Only Delivery Charge to be quoted | To be calculated by system |
| | To derive Lowest 1 (L1) | "E" = Total of "D" | | | To be calculated by system |

Important Note: The rates to be quoted for all materials must be including of all applicable taxes, all materials, cost of machines, repair & maintenance of machines, consumables, delivery cost of materials and any other cost involved in providing the said services.

() Only Delivery Charge to be quoted, Rate of Milk will be paid actually as per prevailing rate of Amul.**

***All the Tea Bags mentioned in above table must be any of below mentioned brands only.**

- Tata
- Brookbond
- Tetley
- Lipton
- Tajmahal
- Coffee day beverages
- Wagh-bakri

ANNEXURE – III

| | | |
|---|---|--|
| 1 | Name & Address of Firm/Agency | |
| | Telephone No. of Owner/Authorized Person of Agency | |
| 2 | Registration No. of the Firm/ Agency | |
| 3 | Name, Designation, Address and Telephone No. of Authorized Person of Firm / Agency to deal with (Dedicated Resource for MEGA to coordinate with) | |
| 4 | Please specify as to whether Bidder is sole proprietor / Partnership Firm. Name, Address and Telephone No. of all Director / Partners should specified. | |
| 5 | PAN Card Number issued by Income Tax Department | |
| 6 | Details of Tender Fees | |
| | a) Amount | |
| | b) Pay order or DD No. | |
| | c) Date of Issue | |
| | d) Name of Issuing Authority | |
| | Details of EMD | |
| | a) Amount | |
| | b) FDR No. or DD No. or Pay order No. or Bank Guarantee No. | |
| | c) Date of Issue | |
| | d) Name of Issuing Authority | |

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of the bidder) Name, Designation and Address with seal

ANNEXURE- IV

UNDERTAKING

(ON NON JUDICIAL STAMP PAPER OF Rs. 100/-)

To,
The Chief Administrative Officer,
MEGA Company Limited,
Block No. 1, 1st Floor, Karmayogi Bhavan,
Sector-10 A, Gandhinagar – 382 010

Name of the Firm / Agency _____

Dear Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of prevailing Food Safety and Standards Act, and any other applicable laws for providing tea/coffee services to your esteemed organization.
4. I/We confirm that we have not been levied financial penalty or any major penalty in the past by any of our client/principal employer and also declare that our agency doesn't have any existing litigation, never blacklisted and terminated by any client in India.
5. I/We confirm that we never filed any law suits or requested arbitration with regard to any contract within the last five years. No judgment, claim, arbitration proceeding or suit pending or outstanding against us or our officers. Bankruptcy was never filed by us, our subsidiaries or our parent companies.

(Signature of the bidder)

(Name, Designation and Address With seal)