

**GOVERNMENT OF INDIA**  
**Ministry of Electronics & Information Technology**  
**SAMEER-Centre for Electromagnetics**  
**2<sup>nd</sup> Cross Road, CIT Campus**  
**Taramani, Chennai - 600 113**

**Sealed Tenders in two parts (Technical and Commercial) are invited for providing  
Canteen Services:**

<b>Sl. No.</b>	<b>Description of the Item</b>	<b>Tender Reference</b>	<b>Tender Document Cost (Rs.)</b>	<b>EMD (Rs.)</b>
1.	<b>Providing Canteen Services</b>	<b>S-CEM/CS/001/2019-20</b>	<b>500 /- (Rupees Five hundred only) Demand Draft</b>	<b>Rs 55,500/- (Rupees Fifty five Thousand and five hundred only)</b>

The tender document can be downloaded from <http://www.sameer.gov.in> and Central Public Procurement Portal [www.eprocure.gov.in](http://www.eprocure.gov.in). Deadline for submitting the completed tender document is **4:00 P.M on 16.09.2019**.



**SOCIETY FOR APPLIED MICROWAVE ELECTRONICS ENGINEERING AND  
RESEARCH**

**(An Autonomous Institution under Govt. of India, Ministry of Electronics  
& Information Technology,)**

**Centre for Electromagnetics, CIT Campus, 2nd Cross Road, Taramani, Chennai-  
600113**

Phone No.(044) 22544020/22544061/22541583 / 1817 (Fax). (044) 2254 1938/ 1424

**TENDER No: SAMEER/CS/001/2019-2020**

**Date: 24.08.2019**

SAMEER - CENTRE FOR ELECTROMAGNETICS  
2<sup>nd</sup> Cross Road, CIT Campus, Taramani  
Chennai - 600 113.

**Notice Inviting Tender**

Sealed Tenders are hereby invited on behalf of the DIRECTOR GENERAL, SAMEER-Centre for Electromagnetics, CIT Campus, 2<sup>nd</sup> Cross Road, Taramani, Chennai-600 113 from the service provider who provide canteen services.

Name of Work : Providing canteen services for two campuses of SAMEER, located at 2<sup>nd</sup> Cross Road, CIT Campus, Taramani, Chennai-600 113 and also at SAMEER, Perungudi, Chennai - 600 096.

---

**TENDER NOTICE**  
**SAMEER-Centre for Electromagnetics**

I	Authority, Designation and Address	The Programme Director, SAMEER - Centre for Electromagnetics, CIT Campus, 2nd Cross Road, Taramani, Chennai - 600 113. Website: <a href="http://www.cem.sameer.gov.in">www.cem.sameer.gov.in</a> .
II	A. Name of the work/Purchase:  B. Place of execution	Providing canteen Services for SAMEER, Taramani and Perungudi Campus  SAMEER, Chennai
III	Tender documents - Place and due date for obtaining tender	<b>Tender documents can be downloaded from our website or obtained on all working days between 10.30 AM to 4.00 PM from 26.08.2019 to 16.09.2019 at the address mentioned in column I</b>
IV	Due Date, time and place of submission of Tender	<b>Due Date :16.09.2019 Time : 3.00 P.M. Place : At the address mentioned in I above</b>
V	Date, time and place of Tender Opening	<b>Opening : 16.09.2019 Time : 4.00 P.M. Place : At the address mentioned in column I</b>
VI	Any other important criteria specified by the tender inviting authority	Tender received after due date and time will be summarily rejected.

Sealed tenders are invited for providing Canteen Services for SAMEER - Centre for Electromagnetics, Chennai from well established reputed firms/registered Service Providers. The bid should be sealed by the bidder and duly superscribed as Tender No:SAMEER/CANTEEN SERVICES/2019-20 dated 24.08.2019 and name of the tender with due date for submission.

Intending eligible bidders may obtain a copy of bid document from SAMEER-Centre for Electromagnetics, CIT Campus, 2nd Cross Road, Taramani, Chennai - 600 113 on payment of Rs.500/- (Rupees Five Hundred only) in the form of crossed

Demand Draft / Banker' s Cheque from any scheduled Bank in favour of "SAMEER - Centre for Electromagnetics", Chennai.

In case, the firm has downloaded the tender documents from the official website i.e. [www.cem.sameer.gov.in](http://www.cem.sameer.gov.in), or [www.eprocure.gov.in](http://www.eprocure.gov.in) they must ensure that requisite tender fee/cost is enclosed in the form of Account Payee Demand Draft from any of the commercial or nationalized bank in favour of **"SAMEER - Centre for Electromagnetics, Chennai "**, with their tender, failing which the tender will be treated as incomplete and will be ignored. The EMD & Tender fee (Demand Draft or receipt given by SAMEER, in case paid at office) should be enclosed with the technical bid of tender document.

**PROGRAMME DIRECTOR  
SAMEER, Chennai**

## SECTION - I

### TENDER REQUIREMENT

#### 1. THE ELIGIBILITY CRITERIA:

- 1.1 The bidder should be a registered and bonafide canteen service provider having similar experience of at least six (6) years with state or central government organizations, Autonomous bodies or reputed Multinational Companies.
- 1.2 Average annual financial turn over during the last 3 years ending 31<sup>st</sup> March,2019 should be at least 25 lakhs (Rupees twenty five lakhs)
- 1.3 Any contractor having any legal suit/criminal case pending against its proprietor or any of its Directors (in the case of Private Ltd. Company) or having been earlier convicted on grounds of moral turpitude or for violation of laws in force shall not be eligible.

#### 2. TENDERING PROCESS:

- 2.1 The tenders are invited on a two-bid system i.e. the qualifying bid (technical bid including tender fee and EMD) and then the financial bid:
  - (i) The tender form for **Technical bids** prescribed at Annexure-I (Attached) complete in all respect should be submitted in sealed cover super scribed –**“Technical Bid - Providing Canteen Services”**.
  - (ii) The tender form for **Financial bids** prescribed at Annexure-II (Attached) complete in all respect should be submitted in sealed cover super scribed – **“Financial Bid - Providing Canteen services”**.
  - (iii) The above two sealed covers should be put together in another big cover/envelope which should be sealed with wax. The cover shall be super scribed as **“Tender No: SAMEER/CS/001/2019-20 dated 24.08.2019 & Name of Tender “Providing Canteen Services”** and addressed to

**“The Programme Director,  
Society for Applied Microwave Electronics Engineering and Research  
Centre for Electromagnetics, CIT Campus, 2nd Cross Road Taramani,  
Chennai 600 113”.**

If the outer big envelope is not sealed and marked properly as above,

SAMEER will not take any responsibility for its misplacement, premature opening etc. The Envelope should be submitted to security gate at the abovementioned address latest by 03.00 PM on 16.09.2019

**2.2 Contents of the Technical Bid:** The tender document for Technical Bid is as per Annexure-I, complete in all respects. The bidder should submit the following documents in the Technical Bid.

- (i) Financial status: The annual turnover of the bidder for the last three years. (Copies of I.T. returns, P & L A/c and balance sheet to be enclosed)
- (ii) The bid should be accompanied by two separate Demand drafts for Tender Fee (If the Tender Document was downloaded from SAMEER website) for **Rs.500/-(non-refundable)** and Bid Security (EMD) of **Rs. 55,500/- (Rupees fifty five thousand and five hundred only)**. Tender document can also be obtained directly from SAMEER-CEM, against payment of Rs.500/- [Rupees five hundred only]. If purchased, the copy of the receipt for Tender Fee to be enclosed. The bid received without tender fee and Bid will not be considered.
- (iii) Copies of documentary evidence of similar work carried out during the last 6 years, (Eligibility criteria).
- (iv) Copies of the following documents to be enclosed:
  - a) Copy of PAN Card,
  - b) Copy of GST registration certificate.
  - c) Copy of Registration / Incorporation of the firm/company
  - d) EPF Registration Number
  - e) ESI Registration Number
  - f) Details of similar works undertaken by the firm / vendor with other Government organisations / department.
  - g) client list along with contact person/address if any may be provided along with offer. Copies of PO from clients may be enclosed for verification and site visit by the canteen committee
  - h) Proof of the bidder being a registered and bonafide contractors having similar experience of at least six years.
  - i) MSME/SSI certificates if, EMD & Tender fee exemption is claimed.
  - j) Photo copies of documents in support of Sl.Nos. A to I of above

## SECTION- II

### INSTRUCTIONS TO BIDDERS

#### 1. INTRODUCTION

##### 1.1 Definitions:

- (a) "SAMEER" means the Society for Applied Microwave Electronics Engineering and Research (SAMEER).
- (b) "Bidder" means any registered entity engaging in business such as a Public Ltd, Proprietorship, partnership, private concern or corporation who participates in this tender and submits its bid.
- (c) "Service Provider" means any registered entity engaging in business such as a Public Limited, proprietorship, partnership, private concern or corporation who are providing the canteen services under the contract.
- (d) "Scope" means standards of works mentioned in Section IV, which the Service Provider is required to take during the contract period.
- (e) 'Parties' mean SAMEER as one part and the service provider as the other part

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect, will be at the bidder's risk, and may result in rejection of the bid.

##### 1.2 CLARIFICATION OF THE BID DOCUMENTS BY THE SERVICE PROVIDER:

A prospective bidder, requiring any clarification of the Bid Documents shall notify SAMEER-CEM in writing or by Fax at SAMEER's mailing address indicated in the Invitation for Bids or by e-mail [ramamoorthi.sameer@nic.in](mailto:ramamoorthi.sameer@nic.in) (Head-Administration). Seeking clarifications mail/letter will be accepted before 1 (one) day from the due date of tender. The reply will be communicated to respective bidders.

#### 2. PREPARATION OF BIDS



- 2.1 Clause by Clause compliance demonstrating substantive responsiveness to all the conditions by signing and stamping on all the pages of the original bid document No. SAMEER/CS/001/2019-20 dt. 24.08.2019 (Containing 38 pages) by authorized person (s),
- 2.2 The financial bid shall contain price schedule in which the values will be filled in the appropriate columns.
- 2.3 Conditional bids will not be accepted.
- 2.4 The Service provider shall submit his tender, only after carefully examining the whole of the tender documents and the conditions of tender and of contract, scope of work etc.

Note: All the documents submitted (whether original or photocopy) in the bid must be legible & self attested.

### **3. BID PRICES:**

- 3.1 The Service Charges to be charged by the Service Provider should be clearly indicated.
- 3.2 Prices indicated on the Price Schedule shall be entered in the following manner:
  - (i) The service charges shall be quoted clearly.
  - (ii) All the taxes and levies included in the rate quoted shall be clearly mentioned.
  - (iii) The price fixed by the Canteen Committee in 4(a), 4(b) & 4(c) of this document is valid during the entire contract period and no modification in the price will be accepted during the validity of the contract.
  - (iv) It should be ensured that the amounts are written in such a way that interpretation is not possible. No blank space should be left.

### **4. BID SECURITY (EARNEST MONEY DEPOSIT):**

- 4.1 The bidders shall furnish, as part of his bid, a Bid Security (EMD) for an amount of Rs. 55,500/- (Rupees Fifty five Thousand and five hundred Only) in the form of Demand Draft/ Banker Cheque from any nationalised Bank in favour of "SAMEER - Centre for Electromagnetics" payable at Chennai. The BS/EMD will bear no interest whatsoever. The EMD & Tender fee should be enclosed with the Technical Bid.

4.2 The bid security is to protect SAMEER against the risk of bidder's conduct, which would warrant the bid security's forfeiture.

4.3 A bid not secured in accordance with Para 4.1 shall be rejected by SAMEER being non-responsive at the bid opening stage and returned to the bidder.

4.4 The bid security of the unsuccessful bidder will be discharged /returned to them at the earliest / 30 days after award of contract/order. The EMD of successful bidder will be returned on receipt of the Performance Bank Guarantee.

4.5 **Exemption of EMD:** In case the Bidder claims for waiver of EMD and tender fee, the bidder shall provide documentary proof of being registered with the National Small Industries Corporation (NSIC)/MSME or the concerned Ministry or Department as per Rule 156 of GFR 2017, of Government of India, as amended from time to time. The registration must remain valid till the Bid Validity period. Bids without Earnest Money or documentary evidence for waiver of the same as indicated above shall be summarily rejected as non-responsive.

4.6 The bid security may be forfeited:

- (a) If a bidder withdraws his bid during the period of bid validity or makes modifications to his tender which are not acceptable to SAMEER.
- (b) In the case of a successful bidder, if the bidder fails to sign the contract and does not furnish the performance security.
- (c) Failure to fulfil the contract terms & conditions

4.7 **PERFORMANCE BANK GUARANTEE:**

The Service provider shall furnish Performance Bank Guarantee (PBG) from any one of the Nationalised Bank for 5% of the Annual Contract Value. PBG should be furnished within 10 days of the issue of the award of Contract. PBG will be refunded after satisfactory completion of the contract. The PBG should be valid for 60 days beyond the contract period. The PBG should be furnished in the format prescribed by SAMEER.

5. **PERIOD OF VALIDITY OF BIDS:**

Bid shall remain valid for 90 days after the date of bid opening prescribed by SAMEER.

## 6. FORMATS AND SIGNING OF BID:

- 6.1 All pages of the Technical bid and financial bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.
- 6.2 The bid shall contain no insertions, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

## 7. LATE BIDS:

Any bid received by SAMEER after the due date & time for submission of bids prescribed by SAMEER shall be rejected.

## 8. OPENING OF BIDS BY SAMEER:

8.1 SAMEER shall open bids in the presence of bidders or their authorized representatives who choose to attend, at 4.00 P.M on 16.09.2019. The bidder's representatives, who are present, shall sign in a register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening.

8.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.

8.3 The date fixed for opening of bids, if subsequently declared as holiday by the SAMEER-Chennai, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day, time and venue remaining unaltered.

### 8.4 The Two bid tendering process comprises the following,

- (i) The technical bids will be opened in the first stage, at 4.00 PM on 16.09.2019 and the same will be scrutinized and evaluated by the competent committee/authority with reference to parameters prescribed in the tender documents and the offers received from the bidders.
- (ii) In the second stage, the financial bids of only the technically accepted offers (as decided in the first stage above) will be opened for further scrutiny, evaluation, ranking and placement of contract.

The financial bids of the eligible bidders will be opened after intimating the

date and time to bidder through mail/fax, etc.,

## 9. CLARIFICATION OF BID DOCUMENTS BY SAMEER-CEM

To assist in the examination, evaluation and comparison of bids SAMEER may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained after opening of the tender.

## 10. TENDER EVALUATION:

10.1 SAMEER-CEM shall evaluate the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

10.2 Tender committee will scrutinize the bids based on the eligibility criteria and technical specification compliance. The technically qualified bidders only will be called for financial bid opening.

10.3 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by SAMEER. If there is a discrepancy between words and figures, the amount in words shall prevail. If the service provider does not accept the correction of the errors, his bid shall be rejected.

10.4 **The evaluation and comparison of responsive bids shall be done only on the Service Charges as indicated in the Price Schedule of the Bid Document. L1 Bidder will be selected based on the Service charges quoted.**

10.5 SAMEER may waive any minor non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

## 11. CONTACTING SAMEER:

11.1 No bidder shall try to influence SAMEER on any matter relating to its bid, from the time of tendering till the time the contract is awarded.

11.2 Any effort by a bidder to influence SAMEER in SAMEER's bid evaluation,

bid comparison or contract award decision shall result in the rejection of the bid.

**12. SAMEER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

SAMEER reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the bidder or bidders. Final decision of accepting or rejecting any/all bid(s) will be at the discretion of SAMEER.

**13. AWARD OF CONTRACT:**

**Period of Contract**

The period of contract is one year from the date of work order. However, the contract may be extended for a further period on the same terms and conditions based on performance review. The service provider may however be terminated at any time during the contract period with one month notice by either party.

**14. ANNULMENT OF AWARD OF CONTRACT:**

14.1 SAMEER-CEM reserves the right to terminate the contract if, the services are found unsatisfactory with 30 days' notice.

14.2 SAMEER-CEM reserves the right to disqualify the Service provider for a suitable period who habitually failed to execute the services. SAMEER-CEM reserves the right to blacklist a bidder for a suitable period, in case, he fails to honour his bid without sufficient reasonable grounds.

14.3 The service provider shall strictly comply with the terms and conditions of contract. In case of violation of any of the terms, the contract shall be liable for cancellation immediately.

**15. JURISDICTION:**

The Courts in Chennai will only have the jurisdiction.

## 16. ARBITRATION:

If, a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, shall be settled amicably between the parties through negotiations and conciliation whether during the existence of the contract and after the completion or abandonment of the contract. In case the parties are not able to settle the dispute or difference through negotiations and conciliation, such dispute or difference shall be referred to a sole arbitrator who would be appointed by the Director General, SAMEER, Mumbai, as per the Arbitration & Conciliation Act,1996. The venue of the arbitration shall be at Chennai. The language of the arbitration proceedings shall be in English.

## CONTRACT DETAILS

1. **Infrastructure Provided:** The following infrastructure is available in SAMEER which can be utilized by the Canteen contractor free of cost.

1. Kitchen
2. Gas stove (**It is responsibility of the contractor to arrange required Gas cylinder**)
3. Store room and rest room
4. Washing place
5. Dining hall with furniture
6. Kitchen utensils, crockery and cutlery
7. Fridge, Mixie, Grinder and spoon sterilizers
8. Water Cooler and RO water purifiers
9. Electrical Fittings
10. Electricity and Water

2. **Service Provider's responsibility:**

- a. The Contractor will be allowed to refuel and use the existing empty cylinders and return the same at the time of termination / closure of the contract.
- b. Purchase of all essential items for cooking like Gas Cylinders, provisions, vegetables, Milk, etc. No money will be paid separately by SAMEER for this.
- c. Providing the manpower as indicated in Para No.6 below.
- d. Preparation and serving of good quality food for the staff & guests during Breakfast, Lunch, Dinner, Tea/Coffee timings at SAMEER.
- e. Cleaning of Vessels, Plates, Tumblers, Spoons, Bowls, etc., before and after use.
- f. Charges at the prescribed rates have to be collected from the individuals for the food served.



#### **4.Details of food to be served and the charges**

**(a)Regular Menu:**The menu, items, quantity to be supplied for breakfast, Lunch, Dinner, Tea/Coffee, etc. will be as follows. The menu listed below should be strictly adhered.

Breakfast (with necessary side Dish in 1 M.cup)	Items	Qty.	Max. Price
i)sambar and chutney(coconut/tomato/corian der/pudhina/groundnut) or ii)Kuruma(veg/channa/potato curry) ( 1 M.cup = 100 ml 1 S.cup = 50 ml ) (M.cup-medium sized cup S.cup-small sized cup)	Plain Dosa/ Veg. uthappam/ Multi grain Dosa	2 Nos	<b>Rs. 15-00</b>
	Idly	4 Nos	
	Poori	3 Nos	
	Kitchidi/Upma types/ Pongal	300 grams	
Lunch/Dinner	Cooked rice	400 grams	<b>Rs.25-00</b>
	Chappathi	2 Nos	
	Dry curry(poriyal)	1 S.cup	
	Wet curry(kuttu)	1 S.cup	
	Sambar/Kulambu	1 M.cup	
	Rasam	1 M.cup	
	Papad	1 No	
	Curd	1 S.cup	
	Pickle		
Lunch/Dinner additional items	Omelet	Extra	Rs.8-00
	Boiled Egg Curry	Extra	Rs.8-00
	Fruits Salad (1M. cup)	Extra	Rs.8-00
Tea/Coffee/Milk (with/without sugar)/ Black Tea with Lemon		100ml/cup	Rs.8-00
Bournvita/Horlicks/boost etc		100ml/cup	Rs.10-00



Snacks(Vada types, bonda, pakoda, sundal types, puttu etc. )		1 No/ 1 S.cup	Rs.8-00
Snacks(veg cutlet/veg samosa medium size with tomato sauce/pudhina/coriander chutney)		1 No	Rs 8-00
Snacks (Veg Bread-sandwich-2 slices/Pav Bhaji-2 pav/Sweet corn)		1 S.cup/ 2 slices	Rs.8-00
Rates of individual items to be displayed on the Notice Board. The same menu should be followed on working days and Holidays. Weekly one-day, Variety Rice (3 types) may be served for Lunch in place of white Rice set(rice, rasam, sambar and curd) in consultation with Canteen Committee.			

#### 4. (b) Special lunch/dinner/tea/coffee:

The canteen services should be extended to serve food whenever official meeting is held or on special occasions based on request. The typical menu and charges are given below:

	Items	Price
<b>Special Lunch/Dinner (Buffet)</b>	Poori/Chappathi/paratha, Veg Pulav/ Veg. Biryani, Raitha, White Rice, Dry curry, Wet curry,gobimanchurian/Pakoda/paneer/mushroom/ any veg fry, Sambar, Rasam, Papad, Curd, Pickle, Sweet(kesari/sweet pongal/gulabjmoon/payasam), Fruit salad/banana-hills, Sweet saunf& <b>Optional items (100ml.Ice-cream (branded),special sweet(branded) and any veg soup ordered )</b>	<b>Rs.140/- per person</b> <b>Ice cream : Rs.30 extra (branded)</b> <b>Soup : Rs 30 extra</b> <b>Sweet(from Branded shop) : Rs. 30 extra</b>
<b>Special Tea/coffee</b>	-Branded Tea bags based on request(sugar added/sugar cubes based on request) -Branded green tea bags based on request(sugar added/sugar cubes based on request)	<b>Rs15/- per cup</b>

		<b>Rs 15/- per cup</b>
<b>Snacks/ cookies</b>	Snacks-(samosa/veg cutlet/veg sandwich) Or Cookies any 4 different types(branded)	<b>Rs 15/- per plate</b>

The charges for the food items (if the menu is different from the above special lunch menu) can be fixed depending on the menu in consultation with Canteen Committee/Programme Director. If request any special item rate can fixed on mutual consultation. Food, Tea, Coffee and Snacks served for official meeting shall be claimed separately on monthly basis, duly signed by the authorized person.

#### **4.(c)Optional items in Regular Menu:**

The canteen committee may add optional food items in breakfast and lunch. The optional food items which may be added in the regular menu by the canteen committee are listed below. Based on the request from canteen committee, the contractor should make the items available in the regular menu.

Optional items in lunch (S.cup size= 50 ml) (M.cup size= 100 ml )	Items	Qty.	Max. Price
	Sweet pongal	1 S.cup	<b>Rs 10/-</b>
	Kesari(rava/semia)	1 S.cup	<b>Rs 10/-</b>
	Rice/semia/moong dal Kheer (Payasam)	1 M.cup	<b>Rs 10/-</b>
	Any veg. soup	1 M.cup	<b>Rs 10/-</b>
	Butter milk	150 ml	<b>Rs 10/-</b>
	Any Veg. fry	1 S.cup	<b>Rs 10/-</b>
	Sweet(Gulabjamun)	1 No.	<b>Rs 10/-</b>
	Carrot/bottle gourd/beetroot halwa	1 S.cup	<b>Rs 10/-</b>
Optional item in breakfast (fresh fruit juice )	Lemon	100 ml	<b>Rs 15/-</b>
	Mosambi	100 ml	<b>Rs 15/-</b>
	Water melon	100 ml	<b>Rs 15/-</b>
	Mango	100 ml	<b>Rs 15/-</b>
	Banana milk shake	100 ml	<b>Rs 20/-</b>
	Pine apple	100 ml	<b>Rs 30/-</b>

## 5. Quantity and Quality of food to be prepared

**a Requirements of Food:** The food should be prepared in hygienic manner and of standard quality. The requirements for food during working days and Holidays will be as follows for both centres. The requirements for food during Holidays (Saturday, Sunday and closed holidays) will be based on request. Whatever be the number of SAMEER staff working on holidays and after office hours (tea/coffee or dinner), the request for food requirements should be catered.

Food item	Requirement in Taramani centre (Approx.)	Requirement in Perungudi Centre (Approx.)
Break fast + tea/coffee	50+	20 +
Lunch	80	25+
Coffee/tea	75	25+
Snacks	65	25+
Dinner	On request	On request

There may be plus or minus 10% change in the food requirement mentioned above.  
**Note:** Bed-Tea / Coffee may be provided to Guests in Guest House on Demand.

The necessary booking timing will be as follows:

- a. Break fast : Working day - Before 8 am on the day  
Holiday - Previous day
- b. Lunch : Before 11.00AM on the day
- c. Dinner : Before 6.30PM on the day

### **(b) Food quality:**

Only good quality groceries are to be used for cooking. Good quality and refined Groundnut/gingelly /sunflower oil only shall be used for cooking. Use of vanaspathi, palm oil, artificial colouring agents etc., shall be avoided. Only fresh and good quality vegetables shall be used for cooking. Ghee should be used in place of vanaspathi for sweet dishes.

The contractor shall ensure that no adulterated food materials are used for cooking. Canteen committee reserves the right to inspect the kitchen to find out if any item of poor quality is used for cooking and take appropriate action, as deemed fit.

## 6. Man Power requirements:

The manpower and their service timings will be as follows:-

Sl.No	Man power requirement		
		Taramani Centre	Perungudi Centre
1	Supervisor/Service Bearer	1	--
2	Cook	1	1
3	Assistant Cook cum Guest House Attendant	1	---
4	Utility Workers	3	2
	Total Manpower	6	3

- 6.1 All the Canteen staff will work under the direction of the Supervisor and the Supervisor will report to the Canteen Committee of SAMEER-CEM.
- 6.2 An Attendance Register will be kept at the Security Room and all the canteen staff should sign every day, indicating the time of arrival & departure.
- 6.3 All the canteen staff should be in uniform with name badge to be provided by Contractor. Aprons/gloves/cap etc shall be used while cooking/serving.
- 6.4 List of canteen staff along-with Bio-Data and a passport size photograph should be provided. The Bio-Data should contain the details like, Name, Father's Name, Date of Birth, Community, Educational Qualification, two Identification Marks, Past Experience, Full Residential Address & Permanent Home Address, two references from local area, etc.
- 6.5 The Cook and Assistant Cook should be well experienced to prepare standard quality and tasty food. The Cook and Canteen staff should not be changed often without any valid reason and also without the concurrence of the Canteen Committee.
- 6.6 All the Canteen staff should perform their duty as per the timings indicated. The Assistant cook cum Guest House Attendant should be present 24 hours to take care of the requirements of food, tea/coffee etc., of guests and other staff working after office hours.
- 6.7 Leave/Permission, etc., should be sanctioned with prior information to the canteen committee
- 6.8 The attendance register has to be submitted to the Canteen committee at the end of every month for verification. The service provider will

submit the bill in duplicate in the 1<sup>st</sup> week of the month, and payment will be released by the 2<sup>nd</sup> week in the same month.

## **7. Canteen committee:**

The Canteen Committee is constituted in SAMEER-CEM to provide necessary infrastructure for running the Canteen and to supervise the quality of food and service. The Canteen Contractor/Supervisor should get feedback and suggestions from Canteen Committee and should be implemented from time to time to their satisfaction.

- 7.1 Complaint/Suggestion register will be kept at the canteen which should be referred every day and the shortcomings should be corrected
- 7.2 A Stock Register of utensil has to be maintained by the Supervisor and should be updated from time to time. Stock verification will be carried for every six months. During this time, the Supervisor should show the list of items handed over to him.
- 7.3 Requirements of utensils, crockery etc., should be brought to the knowledge of Canteen Committee. All the purchase related to the canteen will be initiated by the Canteen Committee and purchased through purchase dept.

## **8. Penalty:**

There will be a penalty clause for deduction of money under for the following circumstances:

- a. On absence of canteen staff
- b. If canteen staff not found in uniform, not available during duty time
- c. If all the listed items of breakfast, lunch, dinner is not supplied
- d. If deficiency in services is reported
- e. If poor quality groceries/vegetables etc are used.
- f. If the Cooked Food is taken out of the Canteen/Centre.
- g. Canteen Staff's Misbehaviour
- h. Inferior Quality of food served
- i. Negative feedback from staff members

The penalty amount will be decided by the Canteen Committee subject to a maximum of 10% of the contractor's service charges.

## **9. Security deposit:**

The contractor should deposit 5% of **Contract Value** as a security deposit which will be refunded at the time of termination or expiry of the contract period.

## **10. Payment Terms: Monthly Service Charges**

10.1 The monthly payment for services shall be claimed from 1<sup>st</sup> week of each month to and the bill shall be submitted to SAMEER-CEM so as to make payment by 2<sup>nd</sup> week of the month. The contractor shall disburse wages to all the staff on the 7<sup>th</sup> working day of the month without fail.

10.2 The service provider shall submit to the canteen committee, one consolidated bill in duplicate with all supporting documents viz. summary statements, attendance etc., duly signed. SAMEER-CEM shall make payment to the contractor within 7 (Seven) days of receipt of the original bill complete in all respects the following documents.

- (i) Copy of acquittance slip for the previous month duly signed by all employees deployed;
- (ii) Copy of attendance for the current month;
- (iii) EPF/ESI/GST remittance challans for the previous month

10.3 The wages for the canteen employees shall be disbursed in presence of the canteen committee or its representative.

10.4. The UAN No. for EPF and ESI shall not be changed, if the employees already registered with EPF and ESI by their ex-employer. The salary slip indicating the employee and employer contribution for ESI &EPF shall be separately indicated.

10.5 All disbursements to the services deployed shall be made only through direct bank credit by opening of 'ZERO' bank balance account and issue of ATM cards free of charge. The service provider shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the service provider.

10.6 The character and antecedents of all the employees may got verified from the police by the service provider before deployment for work.

10.7 The personnel of the contractor shall be subject to the security checks and restrictions imposed by SAMEER-CEM.

10.8. The contractor should under no circumstances engage any child or any person below the age of 18 for the performance of the work.

10.9. The personnel approved by the canteen committee should not be withdrawn for any reason whatsoever without prior written consent of canteen committee. A suitable substitute with similar qualification and experience as that of a person to be withdrawn should be included with the approval by canteen committee.

#### **11. Other requirements:**

- a) There is a Guest House and Flat-lets attached to the Centre meant for the official Guests. The occupancy is not continuous, but when the Guests are living in the premises, they have to be provided with Breakfast, Lunch, Dinner and Tea/coffee on request.
- b) The clients will be the staff of this centre and dignified guests. Cleanliness in Kitchen and its surroundings during services and in the dining, hall is of paramount importance, in addition to quality of preparations and courtesy.
- c) All items provided in canteen like fridge, grinder, mixie, gas stoves etc shall be maintained in good condition and neatly & safely.
- d) The menu for the breakfast and lunch will be normally vegetarian with the likelihood of non-veg requirements on special occasions the rates for which shall be fixed in consultation with Canteen Committee / PD. In all these cases, the aim is to provide a good fresh meal.
- e) The contractor/service provider shall furnish Police Verification Certificate (PVC) & Medical Certificates in respect of the staff employed here as fit and free from infection and diseases.
- f) The service providers personnel shall not visit any other premises of the Centre, unless so required in the call of their duties.
- g) The Contractor will assume full responsibility for the safety and upkeep of the canteen premises and the equipment entrusted to his care.

#### **12. Termination of Contract:**

The Service Contract can be terminated by 30 days' notice from either side.

## TERMS & CONDITIONS

1. The Contractor will be responsible for all payments due to the workers deployed for this job. SAMEER-CEM will in no event be liable in this regard. The contractor should indemnify SAMEER-CEM against any such liability and from any proceedings in this regard. The contractor shall be responsible for any payment of dues to the workers for or under the provisions of:
  - Medical treatment for bodily injuries as a result of and in the course of work in SAMEER
  - Workmen Compensation Act 1923
  - Payment of Wages Act 1936
  - Minimum Wages Act 1948
2. All payments towards wages and other benefits to contractor's staff would be made by the contractor. The contractor should pay the necessary taxes as applicable.
3. Service provider will be held responsible for any breakage or loss to this centre's property by the staff and cost of such repairs would be borne by the service provider.
4. Service provider would ensure that your staffs abide by the centre's rules and regulations.
5. It would be Service provider responsibility to obtain necessary licenses and ensure compliance statutory regulations including labour law in force from time to time.
6. Service provider will also maintain necessary registers, records, notes and documents and submit the required returns as prescribed by various statutory regulations.
7. No liability rests with SAMEER in respect of above services provided by the service provider. All matters concerning labour law as per Government of India/State Government will be sole responsibility of the contractor.
8. SAMEER may require the service provider to dismiss or remove from the centre, any person or persons, employed by the service provider, who may be incompetent or for his/her/their Misconduct/Mishandle and service provider shall forthwith comply with such requirements.



9. The contractor/service provider has to provide the Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
10. All services shall be performed by persons qualified and skilled in performing such services.
11. The service provider shall replace immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from SAMEER.
12. SAMEER shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service providers.
13. The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
14. The service provider shall not assign, transfer, pledge or sub contract this contract. without the prior written consent of this office.
15. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters acquired during the course of his employment in this Centre as all are of confidential/secret nature.
16. The service provider's personnel shall not claim any benefit / compensation / absorption / regularization of services with office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the service provider to this office.
17. The personnel deployed shall not claim any Master Servant relationship against SAMEER-CEM.
18. The service provider shall ensure deployment of suitable people with proper background after verification, collecting proofs of identity like driving license, bank account detail, previous work experience, proof of residence and recent photograph and withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
19. The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, pan, smoking, loitering without work.

20. The service provider shall engage the necessary person as required by our office from time to time. The said person engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary every month.
21. The transportation, food, accommodation, uniform, medical and other statutory requirement under the various Acts/Govt. Regulations in respect of each personnel of the service provider will be the responsibility of the service provider.
22. The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his / her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
23. The service provider shall be contactable at all times and message sent by E-mail / Fax / Mobile special Messenger from this centre to the service provider shall be acknowledged immediately on receipt on the same day.
24. The agency should be registered with the concerned Govt. Authorities, and a copy of the registration may be submitted.
25. The successful bidder should pay a sum of 5% of Contract value towards security deposit which will be forfeited in case the supply of services is delayed beyond the stipulated period indicated at Para 2 above or frequent lapse in service/misconduct on the part of a person(s) deployed by the agency.
26. Programme Director, SAMEER-CEM reserves the right to cancel the contract at any stage without assigning any reason.
27. In the matter of any disputes, between the parties regarding the terms and conditions of the contract and execution thereof, the matter shall be referred to Arbitrator(s) as may be decided by the Programme Director, SAMEER-Centre for Electromagnetics for arbitration under the Arbitration & Conciliation Act, 1996. The firm/service provider shall not question the decision of the arbitrator(s) on the ground that the Arbitrator(s) is/are Government Servant(s). The decision of the Arbitrator(s) shall be final and binding on the both parties.
28. Service provider will have to get the work executed to the satisfaction of the SAMEER-CEM authority. Any deficiency in work can be computed by the concerned officer of SAMEER-CEM and cost toward deficiency in work will be deducted from service provider bill on pro-rata basis.
- 29. The conditional and incomplete tenders are liable to be rejected.**
- 30. Programme Director, SAMEER in his sole discretion unconditional and without having to assign any reason reserve the right**

- a. **To accept or reject the lowest tender or any other tender or all the tenders.**
- b. **To accept any tender in full or part.**

31. Service provider will also furnish Declaration / Affidavit / Surety bond on Rupees 100/- stamp paper for making any loss in goods in case of any damage caused by the person provided to SAMEER-CEM during contract period and for any statutory liability.
32. TDS and any other Government taxes will be deducted from Bill as per prevailing government rules, if any.
33. The agreement shall be liable for termination on giving 30 days' notice by either side during period of notice both the parties shall continue to discharge their duties & obligation.
34. If there is a requirement to extend the contract beyond the contract period and when there is a delay in making the next contract, contractor should agree for extension of the canteen service.
35. Service provider should confirm in writing that all terms & condition mentioned in this contract are acceptable to tenderer.
36. With commercial bid, the breakup details of EPF, ESI, bonus etc., should be enclosed.
37. Statement mentioning individual contribution for EPF and ESI and copy of challan of payment toward EPF and ESI for the previous month should be enclosed along with monthly bill.

## TECHNICAL BID

### FORM-I

To

The Programme Director,

SAMEER- Centre for Electromagnetics,

2<sup>nd</sup> Cross Road, CIT Campus, Taramani, Chennai-600 113.

Sir,

**Subject: Providing of canteen services on contract basis**

The undersigned have read and examined in details the tender document in respect of providing canteen services on contract basis; do hereby express our interest to provide such services.

1	Name of the Company	
2	Address of the Company	
3	Name of the contact person to whom all references shall be made regarding this tender	
4	Designation and address of the person to whom all references shall be made regarding this tender	
5	Telephone No. (with STD code)	
6	Mobile No.	
7	E-Mail of the contact person	
8	Fax No.(with STD code)	

## TECHNICAL BID

### FORM II ELIGIBILITY

The details in respect of the company are as given under:

1	Name of the Company	
2	Year of Registration / Incorporation	
3	No. of Employees	
4	Details of prior experience in similar service. Name of the Company / Firm / Agency along with its address and details of contact person to whom canteen services were provided	
5	Details of registration with EPF, ESI and GST (Copy of the certificates)	
6	PAN number (copy of PAN card should be enclosed)	
8	Financial Statement for last three years ending 31 <sup>st</sup> March,2019	

Name :  
Designation :  
Seal :  
Date :  
Place :

Business Address:

Phone No. :  
Mobile No. :  
E-Mail :

(Signature of the Authorized person)

**TECHNICAL BID**

**FORM III**

**DECLARATION**

**Declaration Letter on official letter head stating the following:**

- i) We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this tender
- ii) We are not black-listed by any Central / State Government / Public Sector undertaking in India.

Yours faithfully,

(Signature of the Authorized person)

Name :

Designation:

Date :

Place :

Phone No. :

Mobile No. :

E-Mail :

Seal :

**TECHNICAL BID  
COMPLIANCE CERTIFICATE**

Sl. No.	Description	COMPLIANCE	NON-COMPLIANCE
1	Registration of the firm		
2	Income Tax certificate in latest approved form		
3	GST Registration certificate in latest approved form		
4	Copies of work order / purchase order of clients executed earlier		
5	Client list of the Service Provider		
6	Registration with EPF office		
7	Registration with ESI office		
8	Details of PAN		
9	Manpower requirements		
10	Canteen committee		
11	Penalty		
12	Security deposit		
13	Other requirements		
14	Termination of contract		
15	Terms & Conditions		
16	Form I (Technical Bid)		
17	Form II (Technical Bid)		
18	Form III (Technical Bid)		
19	Form IV (Commercial Bid)		

**Note: - Details for non-compliance may be furnished**

Signature and seal of the bidder



**FINANCIAL BID  
FORM-IV**

**SCHEDULE RATES OF WAGES**

The Schedule Rates of wages to be paid by the contractor (Bidder) to the engaged labourer's for carrying out the works as mentioned in the tender documents are in accordance with per day wages fixed Chennai District collector w.e.f. dt- 16.05.2019. **The service provider has no scope in fixing wages.**

Rate for Cook / Asst., Cook cum GH attendant / Supervisor/ Utility Worker

Sl No	Component of Rates per contract employee	Rate for one Cook in Rs.	Rate for one Asst. Cook/Guest House attendant in Rs.	Rate for one Supervisor/service bearer in Rs.	Rate for one Utility Worker in Rs.	
1	Daily wages	650/-	600/-	650	550/-	
2	Employees Provident Fund @ 12 % of 1 above					
3	Employees State Insurance @ 3.25 % of 1 above					
4	<b>Over all (For all the 4 category of manpower) Service Charges/Month</b>					
	In figures					
	In words					

**L1 Bidder will be selected based on the Service Charges quoted.**

The above schedule **rates of wages** will be valid for 1 (ONE) year. However, the above rate would be revised as and when the wage is revised by the Chennai district collector.

Bonus will be paid as per Bonus Act, Govt. of India. The Bonus shall be claimed with proof of remittance by the service provider after disbursement same.

I/We certify that all the terms and conditions of the tender documents are acceptable to us.

person

Signature of the Proprietor/authorized  
Name :

Designation :

Company Seal :

Date :

Place :

**All Clauses are complied - Signature of the bidder with seal**

**ANNEXURE-I**

**DECLARATION**

I, \_\_\_\_\_ Son/Daughter/Wife \_\_\_\_\_ of  
\_\_\_\_\_ is the Proprietor/ Director/ Authorized Signatory of the  
Agency \_\_\_\_\_ /  
Firm \_\_\_\_\_ Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ is competent to sign this declaration and  
execute this tender document;

I/ We have carefully read and understood all the terms and conditions of the tender and undertake to abide by them. I / We shall comply with all the terms & conditions of the tender document as outlined in the entire clause unconditionally.

I / We hereby declare that no addition / deletion / correction / tampering has been done in the tender document. In case at any stage it is found that any addition / deletion / correction / tampering has been done SAMEER-CEM shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my /our tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name:

Place:

Date & Seal:

**ANNEXURE-II**

**NO NEAR RELATIVES IN SAMEER-CEM CERTIFICATE**

[Certificate to be given by the contractor in respect of no near relative (s) in SAMEER-CEM of the contractor]

I/We

\_\_\_\_\_ S/o \_\_\_\_\_  
\_\_\_\_\_ resident \_\_\_\_\_ of  
\_\_\_\_\_

\_\_\_\_\_ hereby certify that none of my near relative(s) as defined in the tender document is/are employed anywhere in SAMEER as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, SAMEER shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the  
bidder \_\_\_\_\_  
Name: \_\_\_\_\_

**Note: The near relatives for this purpose are defined as :**

- A. Members of a Hindu Undivided family.
- B. They are husband and wife.
- C. The one is related to the other in the manner as father, mother, son(s) and son's

Wife (Daughter-in-law). Daughter(s) and daughter's husband (Son-in-law),  
Brother(s) and brother's wife, sister(s) and sister's husband (Brother-in-law).

Note: In case of proprietorship firm, certificate will be given by the proprietor, for partnership firm, certificate will be given by all the partners and in case of Private Ltd. individuals /Company, by all the directors of the individuals /company.

Signature of the  
bidder \_\_\_\_\_  
Name: \_\_\_\_\_

**ANNEXURE-III**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

**(To reach on or before date of bid opening)**

To  
The Programme Director  
SAMEER-CEM  
Chennai - 113

Sub: Authorization for attending bid opening on (date) in \_\_\_\_\_ the  
Tender for providing security services to SAMEER-CEM Taramani & Perungudi  
campus. The following persons are hereby authorized to attend the bid opening  
for the tender mentioned above on behalf of  
\_\_\_\_\_ (Bidder) in order of preference  
given below.

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signature</b>
<b>I</b>		
<b>II</b>		

Alternate Representative

\_\_\_\_\_  
Signature of bidder Or Officer  
authorized to sign the bid  
Documents on behalf of the bidder

**Note:**

- 1 Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
- 2 Permission for entry to the hall where bids are opened may be refused in

case authorization as prescribed above is not received.

**ANNEXURE-IV**  
**E-PAYMENT MANDATE FORM**

To  
The Programme Director  
SAMEER-CEM  
Chennai.

Sir,

Kindly pay any amount due to me /us to our Bank Account as detailed below either by Electronic Clearance / Electronic Fund Transfer mode and the payments shall continue to be made in my/our below mentioned account till a change is requested by me/us. The Service Charges, if any, levied by the bank will be borne by me/us. We also declare that the particulars given below are correct and complete. If the transaction is delayed or not effected at all for incomplete information, I /we would not hold SAMEER-CEM responsible.

<b>Sl.No</b>	<b>Name of the bidder / Company / firm</b>	
1.	Name of the Company	
2.	Name of the Bank	
3.	Name of the Branch	
4.	Branch Code	
5.	Branch IFSC Code	
6.	Type of account	
7.	Account No.	
8.	Bank Telephone No. with code	
9.	Bank address	

Date

Providing Canteen Services

Name & Signature of the Agency with seal

Page 38 of 38

**ANNEXURE-V**

**PERFORMANCE BANK GUARANTEE**

1. In consideration of the Director General (hereinafter called "the SAMEER-CEM") having \_\_\_\_\_ agreed \_\_\_\_\_ to \_\_\_\_\_ exempt \_\_\_\_\_ (hereinafter called the "Contractor(s) ") from the demand, under the terms and conditions of an agreement/Tender No. \_\_\_\_\_ dated \_\_\_\_\_ made between The Programme Director, SAMEER-CEM, Chennai and \_\_\_\_\_ for providing Canteen services SAMEER-CEM Taramani&Perungudi campus (hereinafter called the "the said agreement"), of security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

We, \_\_\_\_\_ (Name \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ Bank)

\_\_\_\_\_ (hereinafter referred to as "the Bank") at the request of \_\_\_\_\_ (contractor(s) do hereby undertake to pay to the SAMEER-CEM an amount not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered or would be caused to or suffered by the SAMEER-CEM by reason or any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the SAMEER-CEM by reason of breach by the said contractor(s)' of any

of the terms or conditions contained in the said Agreement or by reason of the contractor(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of SAMEER-CEM in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs\_\_\_\_\_ (Rupees\_\_\_\_\_ ) only.

3. We undertake to pay to the SAMEER-CEM any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank)\_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the SAMEER-CEM under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till SAMEER-CEM certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of one and half year from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank)\_\_\_\_\_ further agree with the SAMEER-



CEM that the SAMEER-CEM shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the SAMEER-CEM against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the SAMEER-CEM or any indulgence by the SAMEER-CEM to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s).
  
7. We (Name of the Bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the SAMEER-CEM in writing.

Date:

Signature

(Indicate the name of the Bank with stamp)

**Seal & Sign of Bidder** \_\_\_\_\_