



CIBA



भाकृअनुप - केन्द्रीय खारा जलजीव पालन अनुसंधान संस्थान

ICAR - CENTRAL INSTITUTE OF BRACKISHWATER AQUACULTURE

ISO 9001:2015 CERTIFIED

<https://ciba.icar.gov.in>

(Indian Council of Agricultural Research, Govt. of India) 75, Santhome High Road, RA Puram, MRC Nagar, Chennai - 600028, Tamil Nadu, India

Tender F. No:19-1/24-25/ST

Dated: 22.01.2025

Tender Notice for Leasing Seafood/Products Vending Facilities at MES of ICAR CIBA, ECR Muttukadu-603112

ICAR-CIBA invites sealed bids from eligible and experienced bidders having existing restaurants for leasing seafood/products preparation and sale facility located at MES of ICAR CIBA, ECR Muttukadu (called as Kiosk henceforth). The kiosk is intended for selling farm-fresh seafood, cooked seafood, non-alcoholic beverages, and ICAR products, adhering to specific terms and conditions. The bidder must provide evidence of experience in restaurant in Chennai, which are FSSAI registered.

Tender form & further details can be obtained from our website <https://ciba.icar.gov.in>. The offer/bids must be submitted in two stage bidding system only.

(a) Envelope-I (Technical Bid):

Duly filled proforma for the technical bid (**Annexure-I**) shall be kept in Envelop-I and it should also contain the following:

a)	All supporting documents to the bidder's responses filled in Annexure-I .
b)	EMD for an amount of Rs.5000/- in form of DD drawn in f/o "ICAR UNIT CIBA", payable at "CHENNAI"

*All pages submitted in technical bid shall be serially numbered, indexed and the documents shall be used as final for all purposes

(b) Financial Bid:

It should contain Price Bid only (as per proforma for Financial Bid in **Annexure-VI**) and it should not be enclosed in the envelope meant for technical bid, **ie. It is to be submitted in a separate sealed envelope failing which bid will be rejected.**

(c) Envelope-III: Both Envelopes I & II shall be properly sealed and kept in Envelope-III.

The duly filled and sealed tender shall be addressed to "The Director, ICAR CIBA". The sealed envelope is to be put in the tender box at Room 313, Administrative Officer Room, ICAR CIBA, #75, Santhome High Road, MRC Nagar, Chennai, Tamil Nadu 600 028 before 17:00 PM on 04.02.2025

Note: No additional/tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever. However, ICAR CIBA reserves the right to seek for any clarification from the bidders either through email or through regd. Post/speed post etc, if there is any ambiguity in the documents submitted by the bidder, and the bidder needs to respond to the clarification sought by ICAR CIBA within 2 days of receipt of communication from ICAR CIBA.

The Director
ICAR CIBA
Chennai



CIBA

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Critical Date Sheet

Bid Published Date	<u>22.01.2025</u>
Pre bid Meeting	<u>27.01.2025</u>
Bid Start Date	<u>22.01.2025</u>
Bid End Date	<u>04.02.2025</u>

1. Validity of Bid:

a)	The bids offered by bidders shall remain valid for 180 days from the date of notifying the tender and Bids submitted for a shorter period (if any) will be rejected by ICAR-CIBA.
b)	The ICAR - CIBA may, as its discretion, request the bidder for extension of period of bid validity. However, modification in Bid will not be allowed at any stage.

2. Pre-Bid meeting:

A pre- bid meeting will **be held on 27.01.2025** at 11.00 AM for seeking clarifications on the tender conditions if any. Pre-bid meeting will be conducted at Conference Hall of MES of CIBA, ECR MUTTUKADU. **Participation in the pre-bid meeting is Mandatory** for all bidders.

All the bidders are advised to take the cognizance of corrigendum published on CIBAs website, if any, before the due date for submission of their bids.

3. Terms & Conditions of the tender:

Sl No.	Description	
(a)	EMD	The bidders need to submit EMD along with technical bid, for an amount of Rs.5000/- (Rs. Five Thousand only) in the form of Demand Draft drawn in f/o “ICAR UNIT CIBA” payable at “CHENNAI”. The EMD amount of the unsuccessful bidders will be returned within 30 days of award of LOI to the successful bidders. The EMD of successful bidders will be returned on submission of Security Deposit.
(b)	Letter of Intent (LoI) to the selected applicants	i. To be communicated to Successful Bidders. The successful bidders shall acknowledge the same and will revert with the letter of acceptance of the contract within 7 days of issuance of LOI. ii. The bidder awarded with LOI shall commence operations within 30 days from date of award of LOI. iii. In case the bidder is non-responsive, ICAR-CIBA reserves the right to cancel the LOI issued, forfeit the EMD submitted by the bidder and award LOI to the next bidder who quotes next highest quotation for that particular shop.
(c)	Commencement of Operations	i. The successful bidder (Licensee) shall start services within 30 days from the date of lease order/LOI ii. The successful bidder will be allowed to commence the business upon the satisfaction of other formalities like payment of Security Deposit within 15 days from the date of LOI and Execution of Agreement on stamp paper of requisite amount. The agreement should be registered with appropriate authority. The cost of stamp duty to be borne by the Prospective bidder himself. iii. The successful bidder is free to run the business between 06.00 hrs to 22.00 hrs only. ICAR- CIBA reserves the right to change the timings as per its convenience and the lessee bound to follow the same. iv. The shop(s) or premises will be given “as is where is condition” to the successful bidder(licensee). Any modification, changes, alterations, repairs, if any required shall be undertaken by the licensee at her / his own cost with prior permission of the DIRECTOR, ICAR-CIBA.

(d)	Security Deposit	i. The Successful bidder (Lessee) shall deposit Rs. 200000 (Rs. Two Lakhs only) as Security Deposit amount with ICAR-CIBA within 15 days of issuance of LOI (Letter of Intent). ii. Security Deposit shall be made in the form of Demand Draft/ Banker's Cheque in favour of "ICAR UNIT CIBA", payable at "CHENNAI". It shall not carry any interest from the part of the ICAR-CIBA. The e-transfer is to be made to below account and receipt to be attached with this bid. Account Name: ICAR UNIT – CIBA Account No: 10013240762 IFSC Code: SBIN0005797 Branch : Santhome Bank: State Bank of India iii. The security deposit amount will be returned after 30 days of termination of agreement/contract period against the claim, subject to deduction/ adjustment of any dues that are to be recovered from the lessee.
(e)	Contract Period	i. Initial lease period shall be for 3 year from the date of signing the lease deed/ agreement subject to review of 6 monthly satisfactory performance and rental increment at the rate of 10% every year on the preceding year rent. ii. On the expiry of the aforesaid period, the lease period will stand terminated or same can be extended for further period on such terms and conditions as may be decided or agreed mutually between the parties on execution of a fresh agreement for the extended period before expiry of said agreement.
(f)	License period/ minimum period of doing Business/ payment of rent/ License fee	i. The successful bidder shall enter into deed of license on non-judicial stamp paper of Rs.100/- (as per Govt. norms) within 15 days of issuance of LOI and will commence the business within 30 days from the date of issue of LOI. If the allottee fails to commence the business within 15 days from the date of payment of Security Deposit, the Security Deposit will be forfeited. ii. If lessee vacates the shop without permission of ICAR-CIBA, the Security Deposit and advance rent will be forfeited. iii. In case of extension, the licensee has to extend the period of agreement accordingly within 10 days of extension order. iv. In case of termination scenario, either of the parties intending so, must give three month's notice.

(g)	Payment Terms	i. Rent payment frequency is Monthly & the monthly rent amount along with GST shall be paid in advance. Rent for the first month shall be paid within 15 days from the date of signing of the agreement. Payment shall be made through account payee cheque/ Demand Draft/ RTGS/ NEFT OR in any other acceptable format as decided by ICAR-CIBA. ii. DD/Banker's cheque if any, shall be drawn in favour of "ICAR UNIT CIBA", payable at CHENNAI. iii. The minimum contract charges of the Kiosk for a period of one year shall be of Rs.2,40,000 (Rupees Two lakh forty thousand only) plus applicable GST ie. Rs.20,000/- monthly plus applicable GST which shall be paid by the Client on monthly basis within 7th of every month in advance. On extension, the rent increment at the rate of 10% on the preceding year rent would be applicable, after every year.
(h)	Signing of Lease Agreement	The lessee needs to enter into an agreement with ICAR-CIBA on a non-judicial stamp paper of Rs.100/- Denomination within 15 days after issuing Letter of Intent (LoI) of the leased Shop. The cost of agreement shall be borne by the lessee only.
(i)	Submission of all Statutory documents and approvals	i. Lessee shall obtain all due permits, necessary approvals, clearances and sanctions from the competent authorities for all commercial activities and submit copies of same to ICAR-CIBA within 30 days of issue of LOI. ii. Submission of documents is at the responsibility of lessee. iii. The lessee shall obtain and submit FSSAI certificate to ICAR-CIBA at his own cost. iv. The lessee shall register themselves under Shop & Establishment act for the hotel/catering business and submit the copies of certificates to ICAR-CIBA.
(j)	Submission of Police Verification Report	The lessee should obtain & submit "Police Verification Report" of applicant & persons engaged to be worked in shops within 30 days of issuance of LOI.
(k)	Change of Nature of Business	The licensee has to do business which is mentioned in the tender and for which license is obtained. If the licensee is found doing business in the shop other than the stipulated in the deed of license or approved by DIRECTOR, ICAR- CIBA, the license is liable for termination and the Security Deposit & advance rent paid by lessee will be forfeited at the discretion of DIRECTOR, ICAR-CIBA.

(l)	Bid evaluation Criteria	i. Bidders declared as “fulfilled the eligibility criteria” by the duly constituted evaluation committee will only be considered for opening of the financial bids. Financial Evaluation: Bidders quoting highest rent (H1) will be selected for allotment of Kiosk. In the event of identical bids, the final selection will be decided by a lot system conducted in the presence of the bidders or their authorized representatives. The date & venue of bidding will be intimated to those bidders well in time.
(m)	Maintenance of Hygiene in the Shop(s)	a) The successful bidder should maintain high standard cleaning and House Keeping of Shop(s) area at their own cost. b) Waste management should be in a proper way and subject to inspection by officials of the licensor and the Municipal Authorities. c) ICAR-CIBA reserves right to check on cleanliness and upkeep of premises and quality provisions and quality of the food. d) The chef and cook must be fully trained in seafood cooking and maintain proper hygiene. Due care has to be taken by lessee to ensure this.
(n)	Operational conditions	a) Any other non-seafood meat products will not be sold through this facility b) The lease will be encouraged to procure the seafood produce from ICAR-CIBA, whenever harvest is available at the prevailing market rate or ICAR-CIBA rate, whichever is higher c) The lessee will be permitted to showcase their own brand as operated by them
(o)	Prohibition	No child labor shall be employed as per law & unauthorized activities such as smoking, drinking etc are strictly prohibited within the campus of MES-CIBA.
(p)	Non-responsive Lessee	In case, the lessee is found to be non-responsive by way of not opening the allotted shops for abnormal period or not-cooperating with ICAR-CIBA, DIRECTOR, ICAR-CIBA reserves the right to conduct inquiry & seek the reasons for the same and if the reasons submitted by lessee are not satisfactory, ICAR CIBA may decide to cancel the license issued to lessee and besides forfeiting the security deposit & advance rent submitted by lessee. Decision of DIRECTOR, ICAR-CIBA in this regard will be final and binding.

4. Special terms and Conditions:

(a)	The bidder must read and agree to the special terms and conditions in Annexure II
(b)	The lessee will not be permitted to authorize any sub-Lessee or any other firm to run the shop leased to him/her without the prior permission of the Director, ICAR-CIBA.
(c)	The Bidder must visit the site on working days (10:00 AM to 05:00 PM) and a proof of the site visit duly attested by Scientist InCharge –MES (Contact +91 9677039103), failing which the EOI bid will not be considered.
(d)	The lessee shall be in-touch with Estate Officer of MES, ICAR-CIBA on regular basis and will also maintain his own register for attending any complaints/ suggestions from customers.
(e)	The ICAR-CIBA or lessee reserves the right to terminate the Lease by giving three month's notice, if any unforeseen situation arise so.
(f)	The Lessee shall, at its own cost and expenses, put up firefighting equipment, fitting etc.
(g)	The Lessee shall be responsible for the maintenance of high standard of cleanliness and proper repairs of the premises and also for repair and maintenance of fixtures, fitting and additional facilities such as electricity, PNG etc. The Lessee shall also ensure proper sanitation, control and prevention of nuisance at the premises, control of insects, rodents etc.
(h)	The Lessee shall ensure the items sold/ served from the premises are of requisite hygiene and quality standards and conform to the provisions of the Prevention of Food Adulteration Act, 1954 and any other guidelines, regulation, standards, etc. issued by Authorities concerned from time to time.
(i)	A rate list must be displayed at prominent places in the respective outlet.
(j)	The sale/ serving/ consumption/ storage or promotion of alcoholic beverages is strictly prohibited.
(k)	The Lessee, his agents and servants shall observe/ perform and comply with all applicable laws/rules and regulations of the Shops & Establishment Act, Factory Act, Industrial Disputes Act, Minimum Wages Act, Labor Laws and the provisions of any statutory law applicable to the Lessee including any rules and regulations made by Lessor or any other Department (s) of Government of India or Local body or administration as applicable from time to time to the business which the Lessee is allowed to carry on under this and to the area in which the said premises are located. This also includes Agreement compliance of laws relating to hygiene, storage, sanitation, cleanliness, product quality and disposal of water & waste material etc.

a)	The applicant bidder i.e. individual/ proprietor/ partner/ agency shall be residing at Chennai , for which the applicant needs to submit a valid documentary proof of having his residence at Chennai.
(l)	On the expiry of the period of the license or on its termination as the case may be, the licensee shall deliver vacant possession of the premises intact to the licensor on the last day of contract. In the event of the licensee fails to deliver the vacant possession of the shop to the licensor, the licensor shall have the right to take possession of the premises by putting his own lock and key to the said premises and shall entitle the Licensor to forfeit the Security Deposit. The articles if any left by the licensee, will be kept in public auction within a month of taking over the premises by the licensor.

5. **ELIGIBILITY CONDITIONS:**

The applicant shall meet the following requirements through supporting documentation.

a)	The applicant bidder i.e. individual/ proprietor/ partner/ agency shall be residing at Chennai , for which the applicant needs to submit a valid documentary proof of having his residence at Chennai .
b)	If the applicant is a registered proprietorship/ partnership firm etc, copy of registration certificate etc shall be submitted
c)	Copy of Goods & Service Tax Registration (if applicable)
d)	Copy of the PAN either of individual or firm.
e)	The applicant should be having an active bank account & details are to be mentioned in Annexure-I
f)	Undertaking on a non-judicial stamp paper of Rs.100/- in proforma as provided in Annexure-III
g)	Character certificate duly signed by a Gazetted officer in proforma as provided in Annexure-IV

6. Acceptance/ termination of Bid:

The ICAR CIBA 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 affected bidder or bidders on the grounds of ICAR- CIBA's action.

7. Termination of Contract, Vacant Possession etc.

a)	The DIRECTOR, ICAR-CIBA reserves the right to terminate the contract at anytime after giving three month's notice, in case the lessee is found to engage in any kind of fraudulent/illegal or in violation of contract terms or of any similar nature.
b)	The lessee shall peacefully handover the possession of vacant shops to the lessor, on the expiry of lease period, without raising any dispute whatsoever.
c)	The lessee shall not deal with or indulge in any illegal activity in the shop and in the ICAR-CIBA, MES campus as whole.
d)	The lessee shall not make any unauthorized encroachment or put up any permanent structure or make any alternations or additions in the premises without prior written consent of the Lessor.
e)	The Lessee will be at liberty to remove all the movable articles brought by the Lessee in the premises during the continuance of the contract, before delivering possession of the shop(s).
f)	In case of loss or damage caused to any of the fixtures etc. provided by the Lessor, the cost thereof shall be recovered from the Lessee and ICAR-CIBA has right to recover the cost of same from the Security deposit.
g)	In case of the death/demise of the lessee during the lease period, the contract shall be treated as cancelled and legal heirs/representatives or successors of the lessee shall not be entitled to claim any right over the leased shop(s).
h)	The lessee shall keep the ambience clean and shall not litter garbage untidy
i)	The lessee and its staff shall behave in civilized manner and will stay neat & clean. The PVR (Police Verification Report) of such staff will be the responsibility of the lessee.
k)	In case of pre-mature termination of lease by the lessee or cancellation of lease due to breach of contract terms and conditions by lessee, the Security deposit amount and the advance rent paid by the lessee will be forfeited.
l)	The lessee would be allowed to access/use certain processing equipment (listed in Annexure V) and these are to be regularly maintained by the lessee. This will not prohibit ICAR-CIBA from using these equipment occasionally for non-commercial uses related to research.

8. Statutory Obligations:

a)	The lessee shall keep the ICAR-CIBA indemnified from all acts of omissions, defaults, breaches and/or any claim damages, loss or injury and expenses to which ICAR-CIBA may be put to or involved as a result of Lessee's failure to fulfill any of the obligations hereunder and/or under statutes and/or any bye- laws or rules framed there under or any of them.
b)	ICAR-CIBA shall be entitled to recover any such losses or expenses which may have to suffer or incur on account of such claims, demand, loss or injury from the Security Deposit of the lessee without prejudice to its any other rights under the law.
c)	ICAR-CIBA will not be liable for any act or breach or omission by the Lessee in regards to the statutory obligations whatsoever and shall in no case be responsible or liable in case of dispute, prosecution or awards made by Court of Law or other Govt. agencies.
d)	In case of any accident arising out of and in the course of this agreement, ICAR-CIBA will not be responsible for payment of any compensation under any other law. It will be the sole responsibility of the Lessee for payment towards loss or compensation whatsoever. The person engaged by lessee shall be treated, as Lessee's own employees and can claim no privileges from ICAR-CIBA. The sole responsibility of all legal or financial implication would rest with the lessee. The Lessee will be directly responsible for administration of his employees as regards their wages, uniforms, general discipline and proper conduct etc.
e)	The Lessee will have to obtain general insurance against risk, fire accident for his belongings etc. at his own cost and option and shall provide a copy of the same to ICAR-CIBA, if taken.
f)	All the taxes/levies/fee charges payable to Govt. Dept./ Local bodies shall be paid by the Lessee & no claim whatsoever shall be paid by the ICAR-CIBA.

9. Penalty provision:

In the opinion of the ICAR-CIBA, if the service provider fails to execute the license terms mutually agreed and entered into the agreement to the satisfaction of the licensor, ICAR-CIBA has the right to take following actions:

- a) Imposition of fine for breach of contract terms and conditions
- b) Forfeiture of Security deposit amount either partially or fully.
- c) Termination of license by giving one month's notice
- d) Non-maintenance of hygiene and cleaning will attract imposing penalty up to Rs.1000/- on each occasion.
- e) Any violation of the contract terms and conditions will attract imposing penalty up to Rs.1000/- on each occasion.
- f) In case of repeated complaints are received, the ICAR-CIBA may conduct an inquiry and may take decision to terminate the lease deed and also to forfeit the Security Deposit.

10. PAYMENT OF WAGES:

- a) The employees/ workers employed by the successful Bidder/ Contractor in respect of this contract shall be the employees of the contractor and shall claim their salaries/ wages and other benefits like PF, ESI etc. from the contractor, the ICAR-CIBA shall not be liable for any claim whatsoever in this regard.
- b) The contractor shall ensure timely payment of wages/ salaries to its staff/ employees every month as per the Minimum Wages Act and other relevant laws as applicable from time to time.
- c) The contractor shall be responsible for discipline and conduct of its employees/ workers.

11. Code of Ethics:

The Tenderers should observe the highest standard of ethics and should not indulge in the corrupt, fraudulent, anti-competitive and coercive practices either directly or indirectly, at any stage during the tendering process or during execution of resultant contracts. If the bidders are found involved in any such activity, action will be initiated to debar the bidder.

12. ARBITRATION & Resolution of Disputes:

- a) In case of any dispute and difference of opinion arising out of this contract, both parties shall try to resolve the same amicably by mutual consultation duly recorded.
- b) If the parties fail to resolve the dispute by such mutual consultation within 21 days, then either of the party (depending on the position of the case) shall give notice to other party of its intention to commence arbitration as per Indian Arbitration and Conciliation Act, 1996.
- c) All the disputes will be subject to the jurisdiction of Court situated at Chennai.
- d) The leasing out is made as per the Public Premises Act, therefore dispute between the parties shall be decided as per the Public Premises (Eviction of Unauthorized Occupants) Act-1971.

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केन्द्रीय खारा जलजीव पालन अनुसंधान संस्थान (भारतीय कृषि अनुसंधान परिषद)
#75, संथोम हाई रोड, राजा अण्णामलैपुरम, चेन्नई - 600028, तमिलनाडु, भारत

Phone: EPBX: +91 44 24618817, 24616948, 24610565

Fax: +91 44 24610311

Email: director.ciba@icar.gov.in, director@ciba.res.in



Eligibility Conditions (Technical Bid Document):

Sl No	Particulars	Response to be filled by bidder	Page No. at which supporting document attached
1	Nature of establishment	Individual/ Proprietorship/ partnership/ Agency etc. (Tick the relevant one)	
2.	Years of experience in seafood including restaurant/catering business		
3.	Restaurant chains/ establishment details and addresses in Chennai (Exclusive outdoor catering businesses not eligible)		
4.	Annual Turnover from the Seafood Restaurant (Not to be less than 50 Lakhs per annum)		
5	Name of the individual/ Owner/ Proprietor/ partners/ Agency		
6	Name and Address of the authorized person to whom all references can be made by the ICAR-CIBA		
7	Contact Details: a. Registered address of the individual/ firm/ agency etc.: b. Email ID : c. Phone No. :		
8	Registration Number and Date of registration of firm/ agency etc. (if applicable) a. Registration No. b. Date of Registration. (Certificate of incorporation /registration copy to be enclosed)		
9	Copy of Goods & Service Tax Registration certificate (if applicable) (Copy to be enclosed)		
10	PAN No. of individual/ proprietor/ firm/ agency etc. (Copy to be enclosed)		
11	Bank Account Details: a. Account No. b. Name and address of the Bank c. IFSC code (Cancelled cheque/Copy of bank account to be enclosed)		
12	Undertaking on a non-judicial stamp paper of Rs.100/- in proforma as provided in Annexure-III		
13	Character certificate duly signed by a Gazetted officer in proforma as provided in Annexure-IV		

14	Any other additional information, tenderer wishes to provide to the tendering authority like past experience etc. (Details to be provided & supporting documentary evidences to be attached)		
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Date:

Signature of the Bidder with seal

Special Terms and Conditions

1. The Institute (ICAR CIBA) shall transfer the operating rights of the Kiosk to the Client by signing this agreement initially **for a period of three year from the date of signing this agreement**
2. The Kiosk area mentioned in the drawings can be used for specified purposes only:
 - a. The Kiosk (inside) area to be used for keeping fresh produce / product / billing etc; the backside of the Kiosk can be used for cooking and cleaning activities and
 - b. Front area (other than parking) must be used for the arrangement of chairs / umbrella / table as a sitting place of their customers.
3. The Kiosk shall operate between 6:00 AM and 10:00 PM only.
4. License for selling goods / food, etc. should be obtained by the Client.
5. The Client can sell farm fresh seafood, cooked seafood, tea / coffee / cool drinks and ICAR products in the Kiosk. Selling of tobacco products, alcoholic and toxic products or any other banned items are strictly prohibited.
6. Kiosk should be exclusively used for the purpose for which it is awarded. Under no circumstances it should be used for any kind of illegal/ unlawful activities.
7. It is desirable that the client should have relevant experience in the seafood business. If so, details regarding the same and the number of years of experience in the industry are to be submitted.
8. Own arrangement should be made by the Client for the required Furniture, Cooking utensils, Equipment and staff including security to operate the Kiosk.
9. The Client shall employ competent personnel for the management of the Kiosk.
10. The Client should ensure the cleanliness of the Kiosk and should keep the premises clean and neat all the time by disposing wastes on a daily basis.
11. The client should not sublet, alter or damage any of the existing structure; any additional advertisement boards / hoardings / billboard can be placed if required, with the approval of the Director, ICAR-CIBA without any hindrance to the existing structures.
12. Any damages to the Kiosk and structures by the Client should be repaired by the Client or else cost will be charged.

13. The responsibility of the Institute is limited to the transfer of the operational rights of Kiosk only. All the responsibilities for the procedural / operational affairs including statutory formalities, if any, shall be liable by the Client.
14. The minimum contract charges of the Kiosk for a period of one year shall be of Rs.2,40,000 (Rupees Two lakh forty thousand only) plus applicable GST ie. Rs.20,000/- monthly plus applicable GST which shall be paid by the Client on monthly basis within 7th of every month in advance.
15. The electricity and water charges should be paid by the Client.
16. The bidder should have valid **GST Registration** certificate & **PAN number** and average annual turnover for the last three financial years i.e. 2021-22, 2022-23 and 2023-24 shall also be submitted.
17. A security deposit of Rs 2,00,000/- (Rupees Two lakhs only) shall be deposited by the Client to ICAR-CIBA on or before the date of signing of this agreement and the amount will be refunded on the termination of the contract after deduction of any unsettled dues. Security deposit will not attract any interest.
18. The agreement shall come into force with effect from the date written here in above and shall be in force for a period of three year. On the expiry of the aforesaid period it will stand terminated or same can be extended for further period on such terms and conditions as may be decided or agreed mutually between the parties on execution of a fresh agreement for the extended period before expiry of said agreement.
19. Either party may at any time cancel this agreement by giving three calendar month notice in writing to the other party.
20. In the event of termination of the agreement at Para 19 above, the Client shall not be entitled for refund of any fee paid in advance to the Council or Institute.
21. During operation of the MoU, if in opinion of both the parties some alteration or modification of the MoU is considered essential, the amendments may be mutually discussed and agreed upon in writing.
22. The ICAR-CIBA shall not be responsible for any damages to the property / plant / staff/ material of the Client if any, during the course of service provided.
23. The Client shall agree to adhere to the quality standards prescribed by the Institute both for raw materials and finished products and surprise check will be made to ensure quality check. Any breach in this will lead to cancel the contract by Director CIBA for rest of the period.

24. Disposal of wastes should be done on daily basis in strict compliance with the Govt. guidelines. Sufficient bins should be properly placed by the client to collect wastes from the Kiosk.
25. The facilities of the Kiosk should be used only by the service provider. Customers or staff of the Kiosk must not access the Restricted areas or Laboratories of MES of ICAR-CIBA.
26. Any dispute arising between the Kiosk operator and consumer regarding food and services shall be the sole responsibility of the kiosk operator.
27. The operational conditions of the kiosk will be reviewed periodically or as deemed necessary by ICAR-CIBA
28. Any dispute between the parties arising out of or in connection with this agreement shall be referred to the sole arbitration of the Director General / The Indian Council of Agricultural Research (ICAR), New Delhi or any officer appointed by him as the case may be and the award of the arbitration shall be final and binding on both the parties.
29. All items and equipment provided as part of the kiosk setup must be returned in proper working condition upon termination or conclusion of the contract period.
30. The parties herein shall maintain the confidentiality of this Agreement and the communications exchanged between them.
31. The Courts at Chennai shall have exclusive jurisdiction.

Annexure-III

Undertaking (on non- judicial stamp paper of Rs. 100/-)

I/We have read and understood the contents of Tender F. No:19-1/24-25/ST and agree to abide by the all the terms and conditions of this tender and undertake the following:

1. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Performance Security/ Security Deposit, as mentioned in the bid document.
2. I/We further undertake that none of the individual/Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the government have banned/suspended. I/We further undertake to report to the ICAR-CIBA, Chennai immediately after we are informed but, in any case, not later than 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the contract with you.
3. I/We agree that all disputes, if arising related to this tender, shall be within the jurisdiction of courts of Chennai.
4. I/we undertake that the firm/company etc. has never been blacklisted by any of the Central/Govt. organization and no criminal case is pending against the firm/company.
5. That the information supplied by the firm/company/bidder in the bid are true and nothing has been concealed and in case at any stage any information is found false our Security deposit can be forfeited and our contract can also be cancelled by the Director, ICAR-CIBA.
6. I /We undertake to obtain all the required documents/certifications from concerned authorities at my own cost and submit the same to ICAR-CIBA.
7. ICAR-CIBA Authorities may make surprise inspection to ensure proper Quality and nearby sanitation condition.

Date:

Signature of the Bidder with seal

Character certificate
(to be issued by a Gazetter officer)

This is to certify that I know Shri./Smt. _____
S/o/D/o/of Shri. _____,
Resident of _____,
having Aadhar card no. _____
for the last _____ years. He/ She bears good moral character and to the best of my
knowledge is not involved in any criminal activity and no personal legal case is pending against
him/her. He/she has no such antecedents which should render him/her unsuitable for running a shop
at ICAR CIBA.

Certified that Shri./Smt./Kumari./_____ is not
related to me.

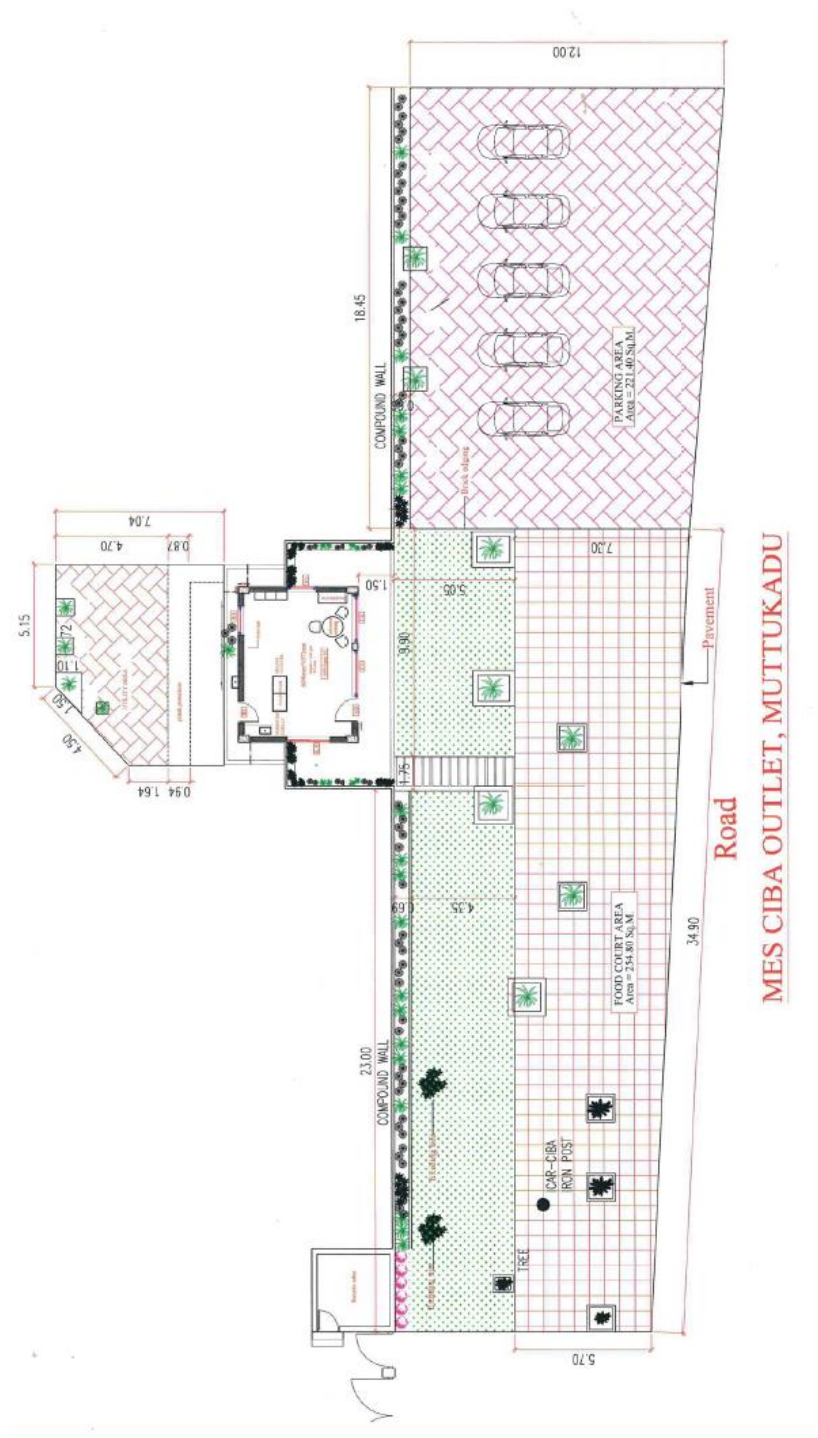
(Signature with Seal)

Name: _____

Department: _____

Date: _____

Kiosk at MES of ICAR-CIBA, ECR Muttukadu Plan



List of Equipment

Sl. No.	Accessories / Equipments
1	600 L capacity -20°C Deep Freezer (1 number)
2	Two tonnes Voltas Air Conditioner (1 number)
3	Wooden rack with glass partition (1 number)
4	Three feet Aquarium with cabinet (2 numbers)
5	LED light (6 numbers)
6	Ceiling fan (2 numbers)
7	Wash basin sink (2 numbers)

PROFORMA FOR FINANCIAL BID

(To be submitted in a separate sealed envelope failing which bid will be rejected)

To,

The DIRECTOR,
ICAR-CIBA,
#75, Santhome High Road,
RA Puram, MRC Nagar,
Chennai – 600 028

Sub: Financial Bid

(To operate KIOSK at MES of CIBA, Muttukadu)

Sir,

With reference to your tender No. _____ dated _____ on the subject mentioned above, the undersigned have read & agreed all the terms and conditions of the tender and quote the rates as under: -

Sl No.	Scope of Work	Rent per month quoted by bidder excluding GST (in Rs.)
1.	To operate KIOSK at MES of CIBA, Muttukadu	

Rent quoted by bidder in words Rupees. _____
per month **excluding GST**.

I/We undertake that if our bid is accepted, we will run the shops by observing all the terms & conditions mentioned in the referred tender document.

Date:

Signature of the Bidder with seal

Note.1: Bidders **quoting highest rent (H1)** will be selected for allotment of Kiosk. In the event of identical bids, the **final selection will be decided by a lot system** conducted in the presence of the bidders or their authorized representatives. The date & venue of bidding will be intimated to those bidders well in time.

Note.2: The minimum contract charges of the Kiosk for a period of one year shall be of Rs.2,40,000 (Rupees Two lakh forty thousand only) plus applicable GST ie. Rs.20,000/- monthly plus applicable GST.