

NSIC
ISO 9001:2008

**The National Small Industries Corporation Ltd.
"NSIC Bhawan", Okhla industrial Estate
New Delhi – 110 020**

No: SIC/ADMN/5/20/2011

Dated:16.06.2011

M/s.-----

**Sub: Tender for Running & maintenance of Canteen at NSIC Head Office
Premises at Okhla Industrial Estate, New Delhi-110020**

Sealed tenders are invited from experienced (Minimum 3 years during the period of last 5 years) & eligible contractor under two bid system i.e. Technical Bid & Price Bid for the subject work as per the terms and conditions enclosed herewith.

NSIC, being a responsible corporate citizen, will insist on strict compliance of statutory obligations and demands, proof towards deposit of ESI and PF contributions to the appropriate authorities and adherence to the provisions of various Laws / Acts as applicable and amended from time to time.

The tender should be submitted in a sealed cover containing sealed envelopes marked-II: "Technical Bid" and marked - III "Price Bid". Envelope marked –I: **containing EMD in the prescribed form shall be stapled with the sealed cover.** The tender should be addressed to :

**The Chief Manager (Admn)
National Small Industries Corpn. Ltd.
NSIC Bhawan, Okhla Industrial Estate
New Delhi-110 020**

The sealed tender should be submitted at the above address on or before 30.06.2011 upto 15:00 hrs. NSIC does not bind itself to accept the highest or any other offer and reserves the right to reject highest or any or all offers without assigning any reasons whatsoever. Decision of NSIC shall be final and binding on all the bidders.

NSIC further reserves the right to cancel the bidding process at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders on account of NSIC's such action and also to amend the terms and conditions before award of the contract.

Thanking you,

Yours faithfully,

(M.P. SINGH)
Chief Manager(Admn)
For & on behalf of NSIC

NSIC

ISO 9001 : 2008

NATIONAL SMALL INDUSTRIES CORPORATION LTD.
"NSIC BHAWAN", Okhla Industrial Estate
New Delhi -110 020

Tender Document

For

**"RUNNING & MAINTENANCE
OF CANTEEN"**

IN

NSIC HEAD OFFICE PREMISES
NSIC Bhawan, Okhla Industrial Estate,
NEW DELHI-110 020

Last date of receipt of tender : 30.06.2011(Upto 3.00 P.M.)

Pre-Bid Meet : 27.06.2011 (at 4.00 P.M.)
(In CM-Admn.'s Room)

Date of opening of Technical Bids : 30.06.2011 At 4.00 P.M.

Date of opening of Price Bid : To be informed later on to technically
qualified bidders

(M.P. SINGH)
Chief Manager(Admn)

NSIC

ISO 9001:2008

**The National Small Industries Corporation Ltd.
"NSIC Bhawan", Okhla industrial Estate
New Delhi – 110 020**

Ref. SIC/ADMN/45(1)/2011

Dated: 16.06.2011

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**CHIEF MANAGER(ADMN)
ISSUING AUTHORITY**

INSTRUCTIONS TO THE TENDERERS.

1. Availability of Tender document:

- a) Blank Tender documents can be obtained from the address given below from **16.06.2011 to 30.06.2011** from all working days from 1000hrs to 1700hrs by making a CASH payment of Rs. 1000/- (non-refundable)
- b) Blank tender document can also be downloaded on NSIC website www.nsic.co.in. However, in case the tender documents downloaded from the website, the tenderer has to deposit Rs. 1000/- towards the cost of tender document in cash in order to become eligible for opening of their tenders.

2. Site Visit

The tenderers are advised to visit and examine the site (NSIC Complex) and its surroundings and obtain for themselves, all information that may be necessary for submitting the tender. The cost of any such visit shall be entirely at the tenderer's own expenses.

3. Earnest Money Deposit:

- a) The tender should be accompanied with an **Earnest Money Deposit (EMD)** of **Rs. 10000/- (Rupees ten thousand only)** in the form of Demand Draft / Bankers cheque from a Nationalized / Scheduled Bank in favour of "**National Small Industries Corporation Limited**" payable at **New Delhi** (EMD in the form of cheque or any other mode shall not be accepted)
- b) The tenders received without Earnest Money Deposit in the form as mentioned above shall be summarily rejected.
- c) The EMD shall not carry any interest.
- d) Earnest Money Deposit of unsuccessful tenderers shall be refunded without interest after the work has been awarded.

4. Eligibility Criteria:

In order to become eligible for technically qualifying, the tenderers shall submit the following documents in support of their fulfillment of the qualifications requirements:-

- i) Letter of submission of offer as per proforma attached with the tender document.
- ii) Minimum three years experience (in the last / preceding 5 years) in catering services to the Corporate, or running & maintaining a canteen in the Govt. / Semi-Govt. establishment / Multi National Company or running a Restaurant.
- iii) Should have experience in cooking Indian, Chinese and Continental cuisines.
- iv) Should have sufficient standard crockery, cutlery upto 200 guests.
- v) Copies of Income Tax Return etc. for the last three financial years.
- vi) Valid registration with EPF/ESI Authorities, if applicable.
- vii) EMD of Rs. 10000/- through D. D./ Pay order.
- viii) Copy of ownership document.
- ix) Copy of PAN of the owner.

Tenderers fulfilling the above requirement shall be technically qualified and considered for opening their Price Bid. Technically qualified party has no right to claim for award of the work.

5. Submission of tenders

Tenders complete in all respect shall be submitted in the following manner:-

i) Envelope- I (Earnest money deposit):

This envelope should contain earnest money deposit (EMD) as per clause-3(a) above.

ii) Envelope- II (Technical Bid):

This envelope should contain the following:-

- a) Terms & Conditions of the tender duly signed and stamped as a token of acceptance
- b) Experience certificate (Documentary proof) for running & maintenance of canteen or catering

- services or the restaurant for three years (during the last / preceding 5 years .
- c) Letter of submission of offer as per performa attached with tender document.
- d) Copies of Income Tax Return etc. for the last three financial years.
- e) Valid registration with EPF / ESI Authorities, if applicable.
- f) Copy of PAN of the owner.
- g) EMD of Rs.10,000/- through D. D./Pay order.
- h) Copy of ownership document.(whichever applicable).

iii) **Envelope - III (Price Bid):**

This envelope shall contain **Price bid** as per **schedule 'B'** enclosed with the tender.

*** Envelope-II (Technical Bid) & Envelope-III (Price Bid) should be placed in one envelope and properly sealed. Envelope carrying EMD will be separately sealed and attached with the Main envelop. The tender envelopes should be received at the following address on up to 3.00 p.m. On 30.06.2011.**

**The Chief Manager (Admn.)
NSIC Ltd., NSIC Bhawan,
Okhla Industrial Estate,
New Delhi-110020.**

6. Pre Bid Meeting:

A Pre Bid meeting will be held in the chamber of Chief Manager (Admn.), National Small Industries Corporation Ltd., NSIC Bhawan, Okhla Industrial Estate, New Delhi-20 on 27.06.2011, at 4.00 PM to answer queries of the bidders, if any, in respect of the terms & conditions of the tenders .

7. Opening of Tender:

The sealed tender (**Main envelop, Envelop I -EMD and envelop II- Technical Bid**) shall be opened on 30.06.2011 at 4.00 p.m. in the presence of the representatives of the tenderers who choose to be present.

- i) **Envelope-I** containing the Earnest Money Deposit in the prescribed format shall be opened first.
Envelope-II containing Technical Bids of the tenderers submitted without Earnest Money shall not be opened.
- ii) **Envelope-II** containing Technical Bid of the eligible tenderers shall be opened next. The Technical Bids of the eligible tenderers shall be evaluated by a constituted committee. The committee shall verify the authenticity of the documents submitted by the tenderers and shall also visit the on going establishments of the tenderers to assess their quality and service.
- iii) **Price Bids of only the technically qualified tenders** as per the assessments of the evaluation committee shall be opened at a later date to be informed to technically qualified tenderers.
- iv) Representatives of the technically qualified bidders may remain present during opening of the price bids.

8. Validity of Tender

The tender shall remain valid for a period of 90 days from the date of opening of Technical Bids. The tenderers are not allowed to revise their tenders during the validity period.

9. Refundable Security Deposit

- i) The successful tenderer shall be required to submit a DD of the **amount equal to two months licence fees** from Nationalized / Scheduled Bank in favour of '**National Small Industries Corporation Ltd.**', payable at **New Delhi**, as security deposit towards performance of the contracts.
- ii) Security deposit shall not carry any interest.
- iii) Security deposit shall be refunded after expiry of the contract and after the possession of the demised premises has been handed over to NSIC subject to no outstanding dues recoverable from the contractor on account of any damage to the demised premises or due to any other account.
- iv) The successful tenderer shall execute an agreement on non judicial paper of Rs.100/- before the commencement of the work.

Chief Manager (Admn.)

General Terms & Conditions of Contract (GCC)

1.0 Definition:

- 1.1 "The Corporation" shall mean "National Small Industries Corporation Ltd." (A Govt. of India Enterprise) Okhla Industrial Estate, New Delhi.110020, and shall include their legal representatives, successors and permitted assignees.
- 1.2 The "Contract" means and includes the documents forming the tender and acceptance thereof.
- 1.3 The "Premises" shall mean the "Head Office building & campus, Software Technology Park and STP Extension Building and campus, and Exhibition Centre building and campus.
- 1.4 The "Contractor" shall mean the individual or any other corporate body and shall include the legal representative of the same.
- 1.5 The "Competent Authority" means Chairman cum Managing Director of the Corporation .
- 1.6 The "Officer In Charge " shall mean the officer of the Corporation, designated by "Competent Authority" who shall supervise and be in charge of such works.
- 1.7 **PERIOD:** The period shall mean the period of contract for a period of 5 years subject to an annual increase @ 5% in License fee after completion of every year and also subject to the suitability and satisfaction of Corporation which will be reviewed from time to time.

2.0 AWARD OF WORK

- 2.1 The work shall be awarded to the bidder quoting the highest license fee among the technically qualified bidders.

3.0 LICENSE AND STATUTORY PERMISSIONS

- 3.1 Immediately after the award of work, the contractor shall apply to MCD for obtaining necessary licenses for running & maintenance of the canteen at NSIC premises. The contractor will be responsible for fulfillment of any requirement by MCD with respect to licensing, sanitation & cleanliness, quality of food / hygiene.

4.0 AGREEMENT

- 4.1 Before commencing the canteen operations, the successful bidder shall be required to sign an agreement on a non judicial stamp paper of Rs. 100/-.

5.0 SCOPE OF WORK

- 5.1 The scope of work shall include running and maintenance of "**CANTEEN**" at NSIC Complex on all the working days (including Saturday) as follows:-

- i) Built up Cafeteria space with sitting area at Exhibition Hall For cooking, storage & serving
- ii) STP premises temporary construction with sitting area For cooking, storage & serving
- iii) Built up Cafeteria space with sitting area at Head Office building For cooking, storage & serving

- 5.2 The location of each building / space is indicated in the layout plan enclosed with the tender.

- 5.3 Approximate number of employees working in NSIC Complex.

- i) Employees at NSIC Head Office building 200 nos.
- ii) Employees at STP Complex 450 nos. (including employees of HO STP & NTSC(STP))
- iii) Employees at Exhibition Hall & NTSC 300 NSIC employees & others

- 5.4 The contractor will have to provide lunch and snacks to NSIC employees at discounted rates which will be decided mutually with the successful bidder.
- 5.5 The contractor shall plan his operations in such a way to cater the requirements of the employees located in three different buildings in the most efficient & professional manner.

6.0 SPACE FOR CANTEEN

- 6.1 The Contractor shall be provided space (built up & open) premises and existing furniture on “**As is Where is basis**”. The maintenance and upkeep of premises, furniture and fixtures shall be the sole responsibility of the contractor.
- 6.2 The Contractor has to ensure that canteen premises should be used for the purpose of running the canteen services and not for other purposes in any manner. However, the contractor can use the canteen for catering of food for outside clients.
- 6.3 The contractor shall not be allowed to use the canteen premises at NSIC Complex to organize private functions e.q. birthdays & get-together etc. for outside clients. However, he can make food arrangement for the visitors of NSIC and tenants of NSIC.
- 6.4 The contractor shall not be permitted to sub let the premises or to shift the responsibility for providing the catering services in any manner.
- 6.5 The Contractor shall arrange the required good quality utensils, cutlery and crockery and other equipment / items for running the canteen.
- 6.6 The contractor will provide the good quality furniture i.e tables and chairs etc in the space provided by NSIC for running of canteen.
- 6.7 The contractor shall employ his own employees / staff for running the canteen and provide them proper uniform etc. at his own cost and shall be responsible for timely payment of their wages / salary.
- 6.8 The contractor shall be responsible to extend medical facilities etc. to his staff and employees as per statutory rules in force from time to time. NSIC shall not be responsible for the same in any manner. The contractor shall also be responsible to enforce discipline amongst his canteen staff who should not be a cause, to the security of the NSIC, in any manner.
- 6.9 The Contractor shall be responsible for running the canteen as per the applicable rules and ensure the compliance of the provisions of EPF / ESI Act and Rules, framed there under and other relevant statutes including Labour Laws, Municipal Rules and Regulations relating to the canteen in force from time to time, during the currency of the Contract. The contractor shall obtain the necessary license to run the canteen from the Municipal Corporation of Delhi.
- 6.10 The contractor shall be responsible for keeping the canteen premises clean and will be solely responsible for maintaining hygienic conditions.

7.0 SUPPLY OF POWER

- 7.1 The contractor shall submit his requirement of power to the corporation before commencement of the operations.
- 7.2 Three phase power supply shall be provided to the contractor at each location on payment basis as per meter reading. The contractor shall install electric meter of approved make at his own cost.
- 7.3 The contractor shall pay for the electricity consumed as per the prevailing rates of BSES subject to change in the tariff from time to time by BSES. The payment shall be deposited along with the monthly Licence Fees .

8.0 SUPPLY OF WATER

- 8.1 The water shall be supplied to the contractor by the Corporation at each location on payment basis as per meter reading. The contractor shall install water meter (s) at his own cost.
- 8.2 Payment shall be made by the contractor at the prevailing tariff of Delhi Jal Board. The payment shall be deposited along with the monthly Licence Fees.

9.0 PAYMENT OF WAGES

- 9.1 The employees/worker employed by the contractor in respect of this contract shall be the employees of the contractor and shall claim their salaries / wages from the contractor, the Corporation shall not be liable for any claim whatsoever in this regard
- 9.2 The contractor shall ensure payment of wages / salaries to its staff / employees within 10th day of every month as per the Minimum Wages Act as applicable from time to time.
- 9.3 The contractor shall be responsible for discipline and conduct of its employees/workers.

10.0 PAYMENT OF LICENSE FEE

- 10.1 The contractor shall deposit the license fee in advance latest by 7th day of each month. A penalty of an amount of Rs.1000/- per day shall be payable by the contractor if he fails to deposit the licence fees on or before 7th of the month till the license fee is paid. In case of delay for more than 30 days, an appropriate action shall be taken against the contractor which may lead to termination of the contract.

11.0 PERIOD OF THE CONTRACT

- 11.1 The initial period of contract shall be five years subject to an annual increase @ 5% in License fee after completion of every year.
- 11.2 The quality of eatables and service provided by the contractor will be reviewed at regular intervals on the basis of the feedback received from time to time.

12.0 INDEMINITY TO CORPORATION

- 12.1 The Contractor shall indemnify the Corporation in respect of causes of action, claims, damages, compensation or cost charges and expenses arising out of accident or injury sustained by any workman or other person whether in the employment of the Corporation or not while in the Corporation premises arising out of any act of omission or commission, default or negligence, error in judgment on the part of the caterer or its staff.

13.0 TERMINATION OF AGREEMENT

- 12.1 The Corporation or contractor shall be entitled to terminate the agreement by giving a prior notice of 60 days to the other party without prejudice to other rights and remedies available due to non-performance by the Contractor or non-compliance of any clause of the agreement or in the event, the Contractor becomes insolvent.

13 ARBITRATION

- 13.1 Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of the contractor any other question, claim, right, matter, or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions, or otherwise concerning the performance of the contract, the execution or failure to execute the same whether arising during continuation or after the completion or abandonment thereof, shall be referred to the sole arbitration of the **Chairman-cum-Managing Director** of corporation or any other person appointed by him for this purpose.
- 13.2 Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The Award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- 13.3 The applicable laws for this agreement shall be the laws of India as applicable from time to time.

Chief Manager (Admn.)

SCHEDULE 'A'

TECHNICAL BID

- 1) Name & Address of the Tenderer :
(with Tel. Nos. and fax no.)
- 2) EMD (DD No., date & Bank) :
- 3) Regn. No. in EPF :
- 4) Regn. No. in ESI :
- 5) PAN No. of the owner :
(As applicable)
- 6) Regn. No. in Service Tax :
- 7) Copy of Registration of ownership :
- 8) Details of 3 yrs. Experience :
(during the last 5 years)
(name of Orgn., duration etc)

Note: Tenderer must enclose the copies of the aforesaid documents.

Date :
Place:

(_____)
Authorized Signatory

For M/s _____

SCHEDULE 'B'

PRICE BID

License Fee (Per Month) In figures: Rs.....(Exclusive of Service Tax)

In words Rs.....

Note: Electric and Water bill shall be borne by the contractor on the basis of actual usage derived as per sub-meter installed by him at his own cost only.

Date :
Place:

(_____)
Authorized Signatory

For M/s _____

SCHEDULE 'C'

CHECK LIST

(To be submitted by applicants along with tender application)

<u>Sl.No</u>	<u>Qualifying Criteria</u>	<u>Particulars</u>	<u>Check-list</u>	
1.	Name and address of the Contractor			
2	DOCUMENTS REQUIRED	Photocopy Enclosed		
a	E.M.D. OF Rs.10,000/-	DD No. Date:	Yes	No
b.	EPF Registration	No. Date:	Yes	No
c.	ESI Registration	No. Date:	Yes	No
d.	Pan Number (of the status of ownership concerned.)	No. Date:	Yes	No
e.	Ownership Registration certificate	No. Date:	Yes	No
f.	Experience Certificate (At least of three yrs.)	1. From to From to From to	Name: Name: Name:	

(_____)
Authorized Signatory

Date :
Place:

For M/s _____

DECLARATION

I hereby declare that the documents submitted / enclosed are true and correct. In case any document at any stage is found fake /incorrect, my EMD may be forfeited & action as deemed fit may be taken against me by NSIC.

Date :
Place:

(_____)
Authorized Signatory

For M/s _____
