

NSIC

ISO 9001:2008

The National Small Industries Corporation Ltd.

"NSIC Bhawan", Okhla industrial Estate

New Delhi – 110 020

NOTICE INVITING TENDERS

Separate sealed tenders are invited by National Small Industries Corporation Ltd, New Delhi-110020 from experienced and eligible Delhi / NCR based agencies for **running and maintenance of canteen at NSIC Head Office premises, Okhla Industrial Estate, New Delhi-110 020** under two bid systems Technical Bid as well as Price Bid.

- a) Tender documents can be obtained from our office at the address given below from **28.09.2012 to 15.10.2012** on all working days from 1000hrs to 1700hrs by making a payment of Rs.1000/- (non-refundable) in cash / DD in favour of **National Small Industries Corporation Ltd., New Delhi** .
- b) Pre-Bid meet will be held in the room of CM (Admn.) at NSIC Bhawan, Okhla Industrial Estate, New Delhi -110020 on **11.10.2012 at 4.00 p.m.** All interested tenderer are invited to attend the same.
- c) The separate Tenders i.e. Technical Bid and Price Bid, complete in all respect in sealed envelopes must reach this office at the below mentioned address **latest by 3.00 p.m. on 15.10.2012**, otherwise it will not be accepted.

**Chief Manager (Admn)
NSIC Bhawan,
Okhla Industrial Estate,
New Delhi-110 020**

- d) Technical Bid will be opened on **15.10.2012 at 4.00 p.m.** in the room of CM (Admn.) at NSIC Bhawan, Okhla Industrial Estate, New Delhi -110020 in the presence of the representatives of tenderers.
- e) Price Bid will be opened for those tenders only who qualifies technically and suitable date and time will be communicated later on to the technically qualified tenders.
- f) The sealed envelopes must be super scribed with "**Tender for running and maintenance of canteen**" at NSIC Head Office premises, Okhla Industrial Estate, New Delhi-110 020".
- g) The tender form may be down loaded from website www.nsic.co.in , however in such a case, Rs.1000/- per tender has to be deposited in cash or DD drawn on National Small Industries Corporation Limited, New Delhi to become eligible to submit the same.

C.M. (ADMN)

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"**

AT

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

Last date of receipt of tender : 15.10.2012(Upto 3.00 P.M.)

Pre-Bid Meet : 11.10.2012 (at 4.00 P.M.)
(In CM-Admin.'s Room)

Date of opening of Technical Bids : 15.10.2012 At 4.00 P.M.

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

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

NSIC
ISO 9001:2008

THE NATIONAL SMALL INDUSTRIES CORPORATION Ltd.,
(A GOVERNMENT OF INDIA ENTERPRISE)
NSIC BHAWAN, OKHLA INDUSTRIAL ESTATE
NEW DELHI –110020.

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CHIEF MANAGER (ADMN)
ISSUING AUTHORITY

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:28.09.2012

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 contractors 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.

Blank Tender documents can be obtained from the address given below from 28.09.2012 to 15.10.2012 from all working days during the working hrs. by making a CASH payment of Rs. 1000/- (non-refundable). 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.

Tenders should be submitted in sealed envelopes marked – I containing EMD, marked-II: "Technical Bid" and marked - III "Price Bid" at the following address on or before 15.10.2012 upto 15:00 hrs. All envelopes should be stapled together. The tender should be addressed to :

**The Chief Manager (Admn)
National Small Industries Corpn. Ltd.**

**NSIC Bhawan, Okhla Industrial Estate
New Delhi-110 020**

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 contractors.

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

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. Site Visit

The tenderers are advised to visit and examine the site (NSIC & STP premises) 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:

3.1 Tender should be accompanied with an **Earnest Money Deposit (EMD)** of **Rs.20000/- (Rupees twenty 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)

3.2 The tenders received without Earnest Money Deposit in the form as mentioned above shall be summarily rejected.

3.3 The EMD shall not carry any interest.

3.4 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:-

4.1 Letter of submission of offer as per proforma attached with the tender document.

4.2 Minimum three years experience (in the last / proceeding 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.

4.3 Copies of Income Tax Return etc. for the last three financial years.

4.4 Registration with EPF / ESI Authorities, if applicable.

4.5 EMD of Rs. 20000/- through D. D./ Pay order.

4.6 Copy of ownership registration document.

4.7 Copy of PAN Card of the owner.

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

5. Submission criteria of tenders: Tenders complete in all respect shall be submitted in the following manner: -

5.1 Envelope- I (Earnest money deposit):

This envelope should contain earnest money deposit (EMD) as per clause-3.1 above.

5.2 Envelope- II (Technical Bid):

This envelope should contain the following:-

5.2.1 Terms & Conditions of the tender duly signed and stamped as a token of acceptance.

- 5.2.2 Copy of the experience certificates (Documentary proof) for running & maintenance of canteen or catering services or the restaurant for three years(during the last / preceding 5 years.
- 5.2.3 Letter of submission of offer as per Schedule 'A' attached with tender document.
- 5.2.4 Copy of Income Tax Returns etc. for the last three financial years.
- 5.2.5 Copy of registration with EPF / ESI Authorities, if applicable.
- 5.2.6 Copy of PAN of the owner.
- 5.2.7 EMD of Rs.10,000/- through D. D./ Pay order.
- 5.2.8 Copy of ownership registration certificate.

5.3 Envelope- III (Price Bid):

This envelope shall contain **Price bid** as per **schedule 'B'** enclosed with the tender. 5.4 The tender envelopes should be received on or up to 3.00 p.m. on 15.10.2012 at the following address:-

**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-110020 on 11.10.2012, 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 15.10.2012 at 4.00 p.m. in the presence of the representatives of the tenderers who choose to be present.

7.1 **Envelope-I** containing the Earnest Money Deposit in the prescribed format shall be opened first.

7.2 **Envelope-II** containing Technical Bids shall be opened for those tenderers only who has submitted Earnest Money Deposit. 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.

7.3 **Price Bids** shall be opened only for the technically qualified tenders as per the assessments of the evaluation committee.

7.4 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 120 days from the date of opening of Technical Bids. The tenderers are not allowed to revise their tenders during the validity period.

9. Security Deposit

9.1 The successful tenderer shall be required to submit a DD or Bank Guarantee 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 contract. Security deposit shall not carry any interest.

9.2 Security deposit shall be refunded after expiry of the contract and after the possession of the premises has been handed over to NSIC and no outstanding dues are recoverable from the contractor on account of any damage to the demised premises or due to any other account.

10. LICENCE AND STATUTORY PERMISSIONS

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.

11. AGREEMENT

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

12. SCOPE OF WORK

12.1 The scope of work shall include "running and maintenance of **CANTEEN**" at NSIC Head Office and STP Premises on all the working days (including Saturday) from 8.00.

12.2 Approximate number of employees working in NSIC H.O. and STP premises is 600 approximately.

12.3 The contractor shall plan his operations in such a way to cater the requirements of the employees located in NSIC H.O. and STP premises in the most efficient & professional manner.

12.4 The canteen shall be operational from 8.00 a.m. to 8.00 p.m. everyday other than Sunday or gazetted holidays.

13. GENERAL CONDITIONS FOR CANTEEN

13.1 The Contractor shall be provided space (built up & open) on "**As is Where is basis**". The maintenance and upkeep of premises, furniture and fixtures shall be the sole responsibility of the contractor.

13.2 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.

13.3 The contractor shall not be allowed to use the canteen premises at NSIC Complex to organize private functions e.q. birthdays & get to-gather etc. for outside clients. However, he can make food arrangement for the visitors of NSIC and tenants of NSIC.

- 13.4 The contractor shall not be permitted to sub let the premises or to shift the responsibility for providing the catering services in any manner.
- 13.5 The Contractor shall arrange the required good quality utensils, cutlery and crockery and other equipment / items for running the canteen.
- 13.6 The contractor will provide the good quality furniture i.e tables and chairs etc in the space provided by NSIC for running of canteen.
- 13.7 The Contractor shall be liable to provide eatables of good quality meeting the standards of Health Deptt or MCD. The oil / ghee and other ingredients used in preparation of eatables shall be of good quality and of ISI mark.
- 13.8 The rates to be charged for items to be supplied by the canteen will be fixed with approval of the officer in-charge. Any revision of rates will be made only with the prior permission of the officer in-charge.
- 13.9 The contractor shall not keep or serve any eatable containing drugs or alcohol or any such intoxicated substance
- 13.10 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.
- 13.11 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.
- 13.12 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.
- 13.13 The contractor shall be responsible for keeping the canteen premises clean and will be solely responsible for maintaining hygienic conditions.

14. SUPPLY OF POWER

- 14.1 The contractor shall submit his requirement of power to the corporation before commencement of the operations.
- 14.2 Three phase power supply shall be provided to the contractor on payment basis as per meter reading. The contractor shall install electric meter of approved make at his own cost.
- 14.3 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.
- 14.4 The generator back-up will be provided to the contractor on request and on payment basis as per the rates fixed by the corporation.
- 14.5 The payment of electricity and generator back-up shall be deposited by the contractor along with the monthly Licence Fees.

15. SUPPLY OF WATER

- 15.1 The water shall be supplied to the contractor by the Corporation on payment basis as per meter reading. The contractor shall install water meter(s) at his own cost.

15.2 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.

16. PAYMENT OF WAGES

16.1 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

16.2 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 in the presence of the representative of the principal employer.

16.3 The contractor shall be responsible for discipline and conduct of its employees / workers.

17. PAYMENT OF LICENSE FEE

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.

18. PERIOD OF THE CONTRACT

18.1 The initial period of contract shall be five years subject to an annual increase @ 5% in License fee after completion of every year and subject to the suitability and satisfaction of the corporation.

18.2 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.

19. INDEMNITY TO CORPORATION

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.

20. TERMINATION OF AGREEMENT

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.

21. ARBITRATION

21.1 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 the progress of

the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of Director (Planning & Marketing) of the Corporation or any officer nominated by Director (Planning & Marketing).

- 21.2 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as he thinks proper and it shall be the duty of the parties hereto to do or cause to be done, all such things as may be necessary to enable the Arbitrator to make the award without any delay. The 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.
- 21.3 The law under the Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings

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 (including generator back-up) 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.

(_____)
Authorized Signatory

Date :
Place:

For M/s

AGREEMENT

Agreement for running & maintenance of canteen

This agreement is executed on the (Day) , 2012 between The National Small Industries Corporation Ltd. (A Govt. of India Enterprise) company incorporated under the Companies Act 1956 and having its Head Office at Okhla Industrial Estate, New Delhi-110 020 (hereinafter referred as Corporation) of the one part

AND

M/s hereinafter referred to as the Contractor which expression shall include his legal heirs / successors, representatives and assignees of the other part. Whereas M/s has quoted its rates for running & maintenance of canteen in the Corporation Head Office & STP premises located at Okhla Industrial Estate, New Delhi-110020 w.e.f. .2012.

NOW IT IS agreed by and between the parties as under:-

1. The contract for running & maintenance of canteen at the Corporation Head Office & STP premises shall be deemed to have come into force on day of the month of (Month) of the year 2012.
2. The contract shall be valid for the period from (Date) to (Date) which may further be extended with the consent of both the parties for a period of 24 months on the similar terms and conditions.
3. Either party shall have the right to terminate the contract subject to giving a notice of 60 days.
4. The Corporation shall be entitled to terminate this agreement by giving 60 days notice in advance in writing to the contractor without prejudice to other rights and remedies available to it because of the breach of any terms of this agreement or if the contractor becomes insolvent or fails and / or neglects to carry out instructions of the Corporation or violates any guidelines or owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the requirement of work. On termination of the Agreement, the liability of the Corporation for payment of any amount shall cease.
5. The Contractor shall be liable to provide eatables of good quality meeting the standards of Health Deptt or MCD. The oil / ghee and other ingredients used in preparation of eatables shall be of good quality and of ISI mark.
6. The rates to be charged for items to be supplied by the canteen will be fixed with approval of the officer in-charge. Any revision of rates will be made only with the prior permission of the officer in-charge.
7. The contractor shall not keep or serve any eatable containing drugs or alcohol or any such intoxicated substance

8. The Contractor has to ensure that the bearer & other staff serving in the said complex as provided by them are well behaved, well mannered and are in proper & clean uniform. The contractor shall be responsible for the good conduct of his staff.
9. **SCOPE OF WORK** : The scope of work shall include running and maintenance of “**CANTEEN**” at NSIC Head Office and STP Premises in the most efficient and professional manner. The canteen shall be operational from 8.00 a.m. to 8 p.m. everyday other than Sunday and gazetted holidays.
10. The Contractor shall make necessary sitting arrangement by himself.
11. The contractor shall deposit the license fee in advance latest by 7th day of each month of English calendar. A penalty of an amount of Rs.1000/- per day shall be payable by the contractor to the corporation 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.
12. **Supply of Power:**
 - a. The contractor shall submit his requirement of power to the corporation before commencement of the operations.
 - b. Three phase power supply shall be provided to the contractor on payment basis as per meter reading. The contractor shall install electric meter of approved make at his own cost.
 - c. 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.
 - d. The generator back-up will be provided to the contractor on request and on payment basis as per the rates fixed by the corporation.
 - e. The payment of electricity and generator back-up shall be deposited by the contractor along with the monthly Licence Fees.
13. **Supply of Water:**
 - a. The water shall be supplied to the contractor by the Corporation on payment basis as per meter reading. The contractor shall install water meter(s) at his own cost.
 - b. 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.
14. 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.
15. 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.
16. The contractor shall not be allowed to use the canteen premises at NSIC Complex to organize private functions e.g. birthdays & get to-gather etc. for outside clients. However, he can make food arrangement for the visitors of NSIC and tenants of NSIC.
17. The contractor shall not be permitted to sub let the premises to sub-contractors or to shift the responsibility for providing the catering services in any manner.

18. The Contractor shall arrange the required good quality utensils, cutlery and crockery and other equipment / items for running the canteen.
19. The contractor will provide the good quality furniture i.e. tables and chairs etc at his own cost in the space provided by NSIC for running of canteen.
20. 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.
21. 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.
22. 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.
23. The contractor shall be responsible for keeping the canteen premises clean and will be solely responsible for maintaining hygienic conditions.
24. 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 contractor or its staff.
25. The Contractor shall deposit an amount of Rs.(Amount) as security deposit (being equal to two months licence fee) towards performance of contracts. The Security Deposit will not carry any interest and will be refunded by the Corporation on the expiry / termination of contract. In case the contractor discontinues the work due to non-fulfillment of terms & conditions, his security will be forfeited.
26. The Corporation shall have the right to demand for the removal of any employee of the Contractor whose conduct and actions are not found satisfactory and the contractor shall be bound to remove such employee / canteen staff.
27. 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 the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of Director (Planning & Marketing) of the Corporation or any officer nominated by Director (Planning & Marketing).
28. The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as he thinks proper and it shall be the duty of the parties hereto to do or cause to be done, all such things as may be necessary to enable the Arbitrator to make the award without any delay. The 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.

29. The law under the Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings

IN WITNESS of above, both parties have set their hands to the agreement along with its schedule on the date and month first written in the presence of the witness.

Signatures of :

M/s

For National Small Scale Industries
Corporation Ltd.
NSIC Bhawan, New Delhi-110 020.

Witness

Witness