

NSIC

ISO 9001:2008

The National Small Industries Corporation Ltd.

"NSIC Bhawan", Okhla industrial Estate

New Delhi – 110020

CIN No. U74140DL1955GOI002481

NOTICE INVITING TENDERS

Separate sealed tenders are invited by National Small Industries Corporation Ltd, New Delhi-110020 from experienced and eligible contractors for **running and maintenance of Canteen at NSIC Head Office & Exhibition Centre, Okhla Industrial Estate, New Delhi-110020** under two bids system Technical Bid as well as Price Bid.

- a) Tender documents can be obtained from our office at the address given below from **10.10.2016 to 26.10.2016** upto 2.00 PM on all working days during working hours by making a payment of Rs.1000/- (non-refundable) in cash / DD in favour of **National Small Industries Corporation Ltd., New Delhi**.
- b) 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 PM on 26.10.2016**, otherwise it will not be accepted.

**DGM (Estate)
NSIC Bhawan,
Okhla Industrial Estate,
New Delhi-110020**

- c) Technical Bid will be opened on **26.10.2016 at 4.00 PM** in the chamber of CGM (Estate) at NSIC Bhawan, Okhla Industrial Estate, New Delhi -110020 in the presence of the representatives of tenderers.
- d) Price Bid will be opened for those tenders only who qualify technically and suitable date and time will be communicated later on to technically qualified tenders.
- e) The sealed envelopes must be superscribed with **“Tender for running and maintenance of canteen”** at NSIC Head Office & Exhibition Centre, Okhla Industrial Estate, New Delhi-110020”.
- f) Reserve Price: Rs. 55,000/- per month excluding of applicable taxes and utility charges.
- g) The tender form may be downloaded from website www.nsic.co.in, however in such a case, Rs.1000/- per tender has to be deposited by DD drawn in favour of National Small Industries Corporation Limited, New Delhi to become eligible to submit the same.

DGM (Estate)

NSIC

ISO 9001: 2008

**NATIONAL SMALL INDUSTRIES CORPORATION LTD.
“NSIC BHAWAN”, Okhla Industrial Estate
New Delhi -110020
CIN No. U74140DL1955GOI002481**

Tender Document

For

**“RUNNING & MAINTENANCE
OF CANTEEN”**

AT

**NSIC Head Office and Exhibition Centre,
NSIC Bhawan, Okhla Industrial Estate,
NEW DELHI-110020**

Last date of Issue of Tender : 26.10.2016 (upto 2.00 PM)
Last date of receipt of tender : 26.10.2016 (upto 3.00 PM)
Date of opening of Technical Bids : 26.10.2016 (at 4.00 PM)
Date of opening of Price Bid : To be informed later to technically
qualified bidders

DGM (Estate)

THE NATIONAL SMALL INDUSTRIES CORPORATION Ltd.,

(A GOVERNMENT OF INDIA ENTERPRISE)

NSIC BHAWAN, OKHLA INDUSTRIAL ESTATE

NEW DELHI –110020.

CIN No. U74140DL1955GOI002481**INDEX OF TENDER DOCUMENTS**

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DGM (Estate)

ISSUING AUTHORITY

**The National Small Industries Corporation Ltd.
"NSIC Bhawan", Okhla industrial Estate
New Delhi – 110 020
CIN No. U74140DL1955GOI002481**

No: SIC/ADMN/5/20/2016

Dated: 10.10.2016

M/s.-----

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

Sealed tenders are invited from experienced & eligible contractors under two bids system i.e. Technical Bid & Price Bid for the subject work as per the terms and conditions enclosed herewith.

NSIC 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 10.10.2016 to 26.10.2016 on all working days by making a payment of Rs. 1000/- (non-refundable) in Cash/DD in favour of National Small Industries Corporation Ltd., New Delhi. 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 by way of DD drawn in favour of National Small Industries Corporation Limited, New Delhi in order to become eligible for opening of their tenders.

Tenders should be submitted in sealed envelopes marked – I “Technical Bid” alongwith EMD and marked - II “Price Bid” at the following address on or before 26.10.2016 upto 3:00 PM. All envelopes should be stapled together. The tender should be addressed to:

**Dy. General Manager (Estate)
The National Small Industries Corpn. Ltd.
NSIC Bhawan, Okhla Industrial Estate
New Delhi-110020**

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,

Dy. General Manager (Estate)
NSIC Ltd.

General Terms & Conditions of Contract (GCC)

1.0 Definition:

- 1.1 "The Corporation" shall mean "The 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 and Exhibition Centre building and campus.
- 1.4 The "Contractor" shall mean the individual, partners, Registered Society 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 or the person authorized by him.
- 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 3 years subject to an annual increase @ 5% in License fee after completion of every year and also subject to the suitability and satisfaction of the Corporation which will be reviewed from time to time.

2. Site Visit:

The tenderers are advised to visit and examine the site (NSIC HO premises and Exhibition Centre) and its surroundings and clarify 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. 20,000/- (Rupees twenty thousand only)** in the form of Demand Draft from a Nationalized / Scheduled Bank in favour of "**National Small Industries Corporation Limited**" payable at **New Delhi** (EMD in any other mode shall not be accepted). Exemption for MSMEs registered with DIC/NSIC shall be as per prevailing norms.
- 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.
- 4.2 **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. (Documentary proof to be attached)
- 4.3 Should have experience in cooking Indian, Chinese and Continental cuisines.
- 4.4 Should have sufficient standard crockery, cutlery upto 200 guests.
- 4.5 Copies of Income Tax Return etc. for the last three financial years.
- 4.6 Registration with EPF / ESI Authorities, if applicable.
- 4.7 EMD of Rs. 20,000/- through DD.
- 4.8 Copy of ownership registration document.
- 4.9 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 (Technical Bid):**

This envelope should contain the following:-

- 5.1.1 Terms & Conditions of the tender duly signed and stamped on each page as a token of acceptance.
- 5.1.2 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).
- 5.1.3 Letter of submission of offer alongwith Schedule 'A' of tender document.
- 5.1.4 Copy of Income Tax Returns etc. for the last three financial years.
- 5.1.5 Copy of registration with EPF / ESI Authorities, if applicable.
- 5.1.6 Copy of PAN of the owner.
- 5.1.7 Envelop of EMD of Rs.20,000/- by way of D. D./ Pay order as per clause 3.1.
- 5.1.8 Copy of ownership registration certificate.

5.2 **Envelope- II (Price Bid):**

This envelope shall contain **Price bid** as per **schedule 'B'** enclosed with the tender. The Price Bid should be figures as well as in words also.

- 5.3 The tender envelopes should be received on or up to 3.00 PM on 26.10.2016 at the following address:-

**Dy. General Manager (Estate)
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 CGM (Estate), The National Small Industries Corporation Ltd., NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020 on 20.10.2016, 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, Technical Bid & EMD,**) shall be opened on 26.10.2016 at 4.00 PM 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 The Technical Bids shall be opened for those tenderers only who have 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 ongoing 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 of the **amount equal to Three months license 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. EMD of successful tenderer shall become part of Security Deposit.
- 9.2 In case the contractor discontinues the work due to non-fulfillment of terms & conditions, his security will be forfeited.

9.3 Security deposit shall be refunded after expiry of the contract and after vacant and peaceful possession of the premises shall be 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/SDMC 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/SDMC with respect to licensing, sanitation & cleanliness, quality of food / hygiene. NSIC in no way will be responsible if any penalty is imposed on account of non-compliance of Statutory Laws.

11. AGREEMENT

Before commencing the canteen operations, the successful bidder(s) shall be required to sign an agreement on a non judicial stamp paper of Rs. 100/-. The terms & conditions mentioned in the tender document will become part of the Agreement.

12. SCOPE OF WORK

- 12.1 The scope of work shall include "running and maintenance of **CANTEEN**" at NSIC Head Office canteen having covered area 1271 sq.ft. and Exhibition Hall canteen having covered area of canteen 2834 sq.ft. as per Layout plan enclosed.
- 12.2 Approximate number of person working in NSIC HO and STBP 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. premises and Exhibition Centre in the most efficient & professional manner.
- 12.4 The canteen shall be operational from 8.00 AM to 8.00 PM everyday other than National holidays.

13. GENERAL CONDITIONS FOR CANTEEN

- 13.1 The Contractor shall be provided built up space 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.g. birthdays & get together etc. for outside clients. However, he can make food arrangement for the visitors of NSIC/tenants of NSIC/Employees of NSIC and will also be permitted to take cooked food to their outside outlets.
- 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/SDMC. The oil/ghee and other ingredients used in preparation of eatables shall be of good quality and of ISI/fssai 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 / staffs 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 staffs 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/statutory approvals, during the currency of the Contract. The contractor shall obtain the necessary license to run the canteen from the Municipal Corporation of Delhi or statutory department.
- 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 duly tested 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 against bill immediately.

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) duly tested 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 timely payment of wages/salaries to its staff/employees every month as per the Minimum Wages Act as applicable from time to time.
- 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. If the contractor fails to deposit the license fees on or before 7th of the month, 18% interest per annum on delayed payment for the period of delay will be levied. 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 contract shall be for the period of Three 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. INDEMINITY TO CORPORATION

The Contractor shall indemnify the Corporation by way of submitting affidavit 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 90 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. CORRIGENDUM

In case of any change related to Tender/Tender Documents, it will be notified by way publishing/uploading Corrigendum in newspaper/website of corporation only. Therefore, bidders are requested to visit website on regular basis.

22. ARBITRATION

22.1 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 arbitrator appointed by the Competent Authority of the Corporation.

22.2 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as he/she 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.

22.3 The law under the Arbitration and Conciliation Act updated as on date shall be applicable to such proceedings.

Dy. General Manager (Estate)

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 preceding 5 years)
(Name of Orgn. duration etc)

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

(_____)
Authorized Signatory

Date:

Place:

For M/s _____

SCHEDULE 'B'

Price Bid of Canteen

S. No.	Location of Canteen	Monthly Rental excluding Service Tax (Rs.)
1.	NSIC Head Office (Covered Area of canteen 1271 sq.ft.)	
2.	Exhibition Hall Canteen (Covered Area of canteen 2834 sq.ft.)	
	Total monthly rent (In Figures)	
	Total monthly rent (In Words)	

Note: Electricity (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

SCHEDULE 'D'

Check List

(To be submitted by applicants along with tender application)

S.No.	Qualifying Criteria	Particulars	Check List
1.	Name and address of the contactor		
2.	Documents required	Photocopy Enclosed	
	a. E.M.D. of Rs.20000/-	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.)	From: To From: To From: To	Name Name Name

(_____)
Authorized Signatory

Date:

Place:

For M/s. _____



