

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

**NOTICE INVITING TENDERS**

Sealed tenders are invited by National Small Industries Corporation Ltd, New Delhi-20 from experienced and eligible contractors for **running and maintenance of Non-Subsidized Canteen in NSIC Office ( NSIC STP Complex, Okhla Industrial Estate, New Delhi-110 020)** under two bid systems Technical Bid as well as Price Bid.

i) Tender documents can be obtained from our office at the address given below from 2.8.2010 to 16.8.2010 on all working days from 1000hrs to 1700hrs by making a payment of Rs. 250/- (non-refundable) in cash/DD in favour of "**National Small Industries Corporation Ltd., New Delhi .**

ii) The separate Tender i.e. Technical Bid and Price Bid should reach this office latest by 1500 hrs on 16.08.2010 in sealed envelope in the prescribed format and with desired enclosures to:

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

iii) Technical & Price Bid will be opened on 18-08-2010 at 1500hrs at NSIC Bhawan, Okhla Industrial Estate, New Delhi-20 in the presence of the representatives of tenderers.

iv) The sealed envelopes must be super scribed with "**Tender for running and maintaining Non-Subsidized canteen in NSIC office (NSIC STP Complex, Okhla Industrial Estate, New Delhi-110 020 ) .**

v) The tender form may be down loaded from website [www.nsic.co.in](http://www.nsic.co.in) , however in such a case, Rs.250/- 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.

**DGM (ADMN)**

**NATIONAL SMALL INDUSTRIES CORPORATION  
LIMITED**

**"NSIC BHAWAN"  
Okhla Industrial Estate  
New Delhi - 110 020**

**Tender Document No.-----**

**For**

**RUNNING & MAINTENANCE OF  
NON-SUBSIDIZED CANTEEN  
IN NSIC OFFICE AT "NSIC STP COMPLEX"  
OKHLA INDUSTRIAL ESTATE, NEW DELHI- 110 020**

**Last date of receipt of tender: 16-8-2010(Latest by 3.00 P.M.)**

**Date of opening of tender: 18-08-2010( At 3.00 P.M.)**

**(JASBIR SINGH)  
Dy. General Manager(Admn)**

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

No: SIC/ADMN/45(1)/2010

Dated: 2.8.2010

M/s.-----  
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**Sub:- Tender for Running & maintenance of Non-Subsized  
Canteen at NSIC OKHLA, STP Complex at New Delhi**

Sealed tenders are invited under two bids (Technical & Price) for the above mentioned work proposed to be awarded to the most suitable bidder qualifying the pre-qualifying criteria. The terms and conditions of the tender are enclosed herewith for your kind perusal and information.

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

The tender should be accompanied in two sealed envelopes separately containing Technical Bid and Price Bid. The envelopes should be clearly super scribed with the type of Bid and also "For running & maintenance of Non-Subsidized Canteen at NSIC Bhawan, STP Building, New Delhi". The envelopes must be addressed to:

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

The tender in sealed envelop carrying two sealed bids and EMD should reach us at the above address on or before 15:00 hrs. on 16-8-2010 in sealed envelop as above.

NSIC reserves the right to accept or reject any offer, without assigning any reasons thereof, and to amend the terms and conditions before award of the contract.

Thanking you,

Yours faithfully,

**For & on behalf of NSIC  
DGM (Admn.)**

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

Ref. SIC/ADMN/45(1)/2010

Dated: 2.8.2010

INDEX OF TENDER DOCUMENTS

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**Dy. GENERAL MANAGER(ADMN)**  
ISSUING AUTHORITY

**INSTRUCTIONS TO THE TENDERERS FOR RUNNING & MAINTENANCE OF NON-SUBSIDIZED CANTEEN AT NSIC BHAWAN, STP BUILDING, NEW DELHI.**

- i) Interested parties are requested to quote their **Most Competitive rates as** Licence Fees.
- ii) Successful tenderer will have to execute an agreement on Non-Judicial Stamp Paper before the start of work.
- iii) The tenderer should have minimum 3 years experience of running and maintaining canteen in the Government or Semi- Govt establishment or undertaking.
- iv) The site for the canteen shall be decided by NSIC. The tenderer may visit the same before submitting the tender.
- v) Earnest Money Deposit (EMD) for the tender is Rs.5000/-. Tenders not accompanied with EMD (in the prescribed form) shall be rejected.
- vi) The successful bidder has to deposit before the start of the contract Security Deposit of Rs.25000/- by DD/PO ( favouring The National Small Industries Corporation Ltd., New Delhi).
- vii) Technical Bids shall have to be submitted in the Format as per **Schedule'A'**. Price Bid shall be opened only when Technical Bid is found qualified & accepted.
- viii) Price Bid must be in the format as per **Schedule'B'**.
- ix) The Contractor shall have no claim against the Corporation in respect of any work which may be withdrawn except for work actually completed under the contract.
- x) The personnel engaged in providing the requisite services to the NSIC shall be the employees of the contractor and shall claim their remuneration from the contractor. NSIC will not liable for anything on their part.
- xi) The contractor shall not sub-contract the services of personnel sponsored by them.
- xii) The contractor shall be responsible for the discipline and conduct of the personnel sponsored by them and if in case the discipline and the quality of work deteriorates, the former shall have to provide replacement of his personnel.
- xiii) The Contractor shall be responsible to compensate the loss of any kind to NSIC caused due to theft, damage or negligence caused by the personnel/staff of the contractor.

**ELIGIBILITY CRITERIA FOR BIDDERS**

Bidders having valid documents will be technically qualified and considered for opening their Price Bid. Technically qualified party have no right to claim for award of the work . Corporation reserves the right to cancel or award the work to any party/bidders. The bidders should submit the following documents & EMD along with the bid

1. Deposit of EMD of Rs. 5000/- through D. D./Pay order.
2. 3 Years experience for running the canteen along with documentary proof . The detailed statement of experience should also be placed along with bid.
3. Photocopy of Registration no. of E.P.F. (If applicable).
4. Photocopy of Registration no. of E.S.I.. (If applicable).
5. Photocopy of Partnership deed (in case of a partnership firm)
6. Photocopy of PAN.
7. The Technical bid will be submitted in separate envelope.

## **The terms and conditions are as under:-**

### **1. Definitions**

- a) "The Owner/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.
- b) The "Contract" means and includes the documents forming the tender and acceptance thereof. Together with the documents referred to therein including the conditions.
- c) The "Premises" shall mean the "Head Office building & campus, Software Technology Park and STP Extension Building and campus, and Exhibition Centre building and campus.
- d) The "Contractor" shall mean the individual or firm and shall include the legal representative of such individual or the persons comprising such firm or the permitted assignee of such individual or firm or the Corporation.
- e) The "Competent Authority" means the Chairman cum Managing Director of the Corporation and his successors.
- f) The "Officer In Charge " shall mean the officer of the Corporation, not below the level of Deputy Manager, designated by "Competent Authority." as the case may be, who shall supervise and be in charge of such works.
- g) **PERIOD:** The period shall mean the period of contract for a maximum period of 12 months subject to the suitability and satisfaction of Corporation. However, the Corporation reserves its right to terminate the contract, at any time, during the currency of contract by giving 30 days notice to the contractor without assigning any reason for termination.

### **2. SCOPE OF WORK:**

The contractor shall have to provide the good quality eatables to the officers and other staff working in the premises on demand and against payment. The rates of various items shall be approved by NSIC and during the tenure of the contract, they can not be enhanced by the contractor without prior approval of the competent authority in NSIC.

### **LEGAL OBLIGATIONS:**

The contractor shall have to abide by the following legal obligations during the course of the contract:

- 1) No Sub-contract shall be allowed or responsibility shifted by the Caterer for providing the catering services arrangement.
- 2) The caterer shall provide the service of bearers in such number which is considered appropriate for serving the parties occupying the premises.
- 3) The caterer will have to provide room services to the parties occupying spaces at Ground Floor, 1st floor, 2<sup>nd</sup> floor & 3<sup>rd</sup> floor .
- 4) The caterer shall be liable to provide tea, coffee, snacks, light refreshment cold drinks, lunch, dinner etc. of good quality as per the requirement of the customers.
- 5) The oil/ghee shall be of ISI mark or of reputed brand.
- 6) The rates to be charged for items to be supplied will be fixed in consultation with management so that no complaints are received from parties that unreasonable high rates are being charged by caterers.

- 7) The caterer has to ensure that the bearer serving in the said complex are well behaved, well mannered and are in proper uniform, which will be provided by the Contractor.
- 8) The Corporation will provide a kitchen measuring 8' x 12' to the caterer for preparation of their kitchen items to be provided to the parties.
- 9) A minimum reserve licence fee of Rs. 10,000/- p.m. shall have to be paid by the caterer to the Corporation in advance every month, latest by 10<sup>th</sup> day of concerned month. But the contract will be awarded to the bidder who will quote highest rate for licence fee and is otherwise eligible as per norms, terms & conditions of the contract for non-subsidized canteen.
- 10) The Corporation will provide electricity, to the caterer but electricity charges will be borne by the caterer as per the electricity meter which will be provided by the Corporation at its own cost.
- 11) The Corporation will provide water facility to the caterer but water charges will be borne by the caterer as per the water meter which will be provided by the Corporation at its own cost.
- 12) The Contractor shall arrange utensils, cutlery and crockery and other equipment/items required to run the canteen.
- 13) Site/Space will be handed over on as is where is basis and all renovation/maintenance work will be done by the successful bidder.
- 14) The caterer will ensure that the catering facility is available to the parties from 8 AM to 8 PM on all working days i.e. from Monday to Saturday. But the caterer shall provide additional services depending upon requirement.
- 15) If the quotation is accepted, the contractor shall deposit an amount of Rs. 25,000/- as Security Deposit with the NSIC before contract is awarded. The Security Deposit will not carry any interest and will be refunded by the Corporation on the expiry/termination of contract. In case if contractor discontinues the work due to non-fulfillment of terms & conditions, the security will be forfeited.
- 16) The caterer shall be responsible for the good conduct of the bearers and other catering staff provided in the complex for the purpose.
- 17) The caterer shall have to produce a certificate stating that they are aware of the statutory obligations regarding payment of Provident Fund, ESI contribution for the catering staff. The caterer will ensure & confirm that payments are being released to catering staff & all statutory formalities of ,P.F.,ESI etc. are being complied with as per EPF ACT,ESI ACT & Labour Laws etc. In case of not adhering to the above statutory obligations, Corporation is authorized to charge the same from the caterer.
- 18) The Corporation will not in any way be responsible for any disability whether permanent or temporary caused to any catering staff during their discharge of duties.
- 19) The caterer shall remain liable to and shall indemnify to the Corporation in respect of causes of action, claims, damages, compensation or cost charges and expenses arising out of accident or injury sustained by the Corporation of 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) The Corporation shall be entitled to terminate this agreement and discharge the contract without prejudice to other rights and remedies available to him because of the non-performance of any of the clauses of the agreement or if the caterer becomes insolvent or fails and/ or neglects to carry out instructions on its behalf without reasonable price. In case of termination of this agreement and/or discharge of the caterer as herein before stipulated time, the Corporation shall be entitled to make appropriate arrangement for the un-expired period for which the caterer has been engaged at their cost and expenses of the caterer & the caterer shall in such case forfeit all its interest whatsoever under this contract. Notice period of 30 days for termination of contract is mandatory.

- 21) Quotations should be accompanied by a Demand Draft of Rs.5000/- in favour of NSIC Ltd. payable at New Delhi on any scheduled Bank towards Earnest Money .Quotations without Earnest Money or not in the prescribed format shall be summarily rejected. Earnest money of unsuccessful party shall be refunded within a period of sixty days. The Earnest Money will not carry any interest charges whatsoever.
- 22) The caterer will comply with all acts-laws other statutory regulations applicable or may become applicable from time to time in the Union Territory of Delhi with regard to performance of work. Agency shall be liable for compliance of all acts, and Corporation shall have no liability in this regard, whatsoever.
- 23) The maintenance personnel's employed by the caterer will be employees of the caterer and the Corporation have nothing to do with their employment.
- 24) That the Corporation authorities shall have the rights to ask for the removal of any person of the Caterer who is not considered to be competent and orderly in the discharge of his duties.
- 25) Corporation will not be responsible for any injury to maintenance personals.
- 26) Maintenance Personnel's will not consume alcohol during the duty.
- 27) The officer or the representative as deputed by NSIC shall be empowered to check and inspect the canteen premises and take samples of the items being sold therein.

### **PAYMENTS AND PENALTIES:**

The contractor shall have to deposit the Licence Fees by DD on or before 7<sup>th</sup> of every month. In case he fails to deposit the licence fees before 7<sup>th</sup>, he shall have to pay a late fees of Rs.500/- per day upto 15<sup>th</sup> of the month. After 15<sup>th</sup> of the month if he fails to deposit the Licence Fees, his contract shall be terminated without any notice and all of his deposits with NSIC shall be forfeited.

In case , if the contractor fails to comply any of the terms and conditions laid down by NSIC, or the date of the agreement.

### **DURATION OF CONTRACT:**

The term of contract will be one year and it shall commence from the date decided by NSIC.

**Dy. GENERAL MANAGER (ADMN)**  
ISSUING AUTHORITY



**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.(As applicable) :
- 6) Regn. No. in Service Tax :
- 7) Regn. No in Contract Labour :  
(Regulation & Abolition  
Act, 1970)
- 8) Labour Licence No. :
- 9) Regn.no. in Partnership/  
Co.'s Act(As applicable) :
- 9) Details of 3 yrs. Experience :  
(name of Orgn., duration etc)

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

For M/s \_\_\_\_\_  
\_\_\_\_\_  
( \_\_\_\_\_ )  
**Authorized Signatory  
With Seal.**

Date :  
Place :

Name :  
Designation:

**SCHEDULE 'B'**

**PRICE BID**

**License Fee(Per Month)**

**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 only.

**For M/s**\_\_\_\_\_

(\_\_\_\_\_)

**Authorized Signatory  
With Seal.**

**Date :**

**Place :**

**Name :**

**Designation:**

**SCHEDULE 'C'**

**CHECK LIST**

(To be submitted by applicants along with tender application)

1	2	3	4	
Sl. No.	Qualifying Criteria	Particulars	Enclosures check list (Off. Use only)	
1.	Name and address of the Contractor			
2.	<p><b><u>DOCUMENTS REQUIRED</u></b></p> <p>i. E.M.D. OF Rs.5000/-</p> <p>ii. EPF Regn. No.</p> <p>iii. ESI Regn. No.</p> <p>iv. Pan Number (in case of proprietorship firm in the name of individual and in case of partnership firm &amp; company)</p> <p>v. Partnership deed (in case of a partnership firm)</p> <p>vi. At least three years experience from running the canteen along with documentary proof. The detailed statement of experience which includes Name of the Firm, Period (From-----to-----), No. of years and value of the contract etc. may also be placed along with bid.</p>	<p><b><u>Photocopy Enclosed</u></b></p> <p>DD No.</p> <p>Date:</p> <p><b>Yes No</b></p> <p><b>Yes No</b></p> <p><b>Yes No</b></p> <p>No.</p> <p><b>Yes No</b></p> <p>1.</p> <p>2.</p> <p>3.</p>	<p><b>Yes No</b></p> <p><b>Yes No</b></p> <p><b>Yes No</b></p> <p><b>Yes No</b></p> <p><b>Yes No</b></p> <p><b>Yes No</b></p>	

Place:

Date:

Signature with stamp  
Authorized Signatory of the  
Contractor/Firm

**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.

Signature with stamp  
Authorized Signatory of the  
Contractor/Firm