



National Institute of Educational Planning and Administration
17-B, Sri Aurobindo Marg, New Delhi-110016
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No. F. 42-2/2010-11/GA

Subject: Notice Inviting Tender for running Hostel Mess and Office Canteen in the National Institute of Educational Planning and Administration (NIEPA)

NIEPA invites sealed tenders under two-bid format from competent and reputed Contractors/Firms/ NGOs for running Hostel Mess and Office Canteen in the Institute Campus. Technical & Financial bids are required to be submitted in separate sealed covers addressed to the Registrar, NIEPA, 17-B, Sri Aurobindo Marg, New Delhi-110016 so as to reach us on or before March 15, 2018 up to 3.00 pm, duly super scribing the work i.e. **“Technical Bid for Hostel Mess and Office Canteen in the NIEPA Campus”** and **“Financial Bid for running Hostel Mess and Office Canteen in the NIEPA Campus”** on top of the cover.

Bidders should read the tender document carefully as enclosed and comply strictly with the conditions, while sending their bids. Clarifications, if any, may be sought from the Administrative Officer on Telephone No 26544833. Tender format can be downloaded from our website **‘www.NIEPA.org’**.

Registrar

NATIONAL INSTITUTE OF EDUCATIONAL PLANNING AND ADMINISTRATION

Tender Document

for

Running Hostel Mess and Office Canteen in the NIEPA Campus

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TENDER FOR RUNNING HOSTEL MESS AND OFFICE CANTEEN IN THE NIEPA CAMPUS

SCOPE OF WORK AND TERMS AND CONDITIONS

1. Parties:

The parties to the Contract are the Tendering Contractors/ Firms/ Agency (hereinafter referred to as Contractor) and the National Institute of Educational Planning and Administration (NIEPA).

2. Scope of Work

Preparation, processing, cooking and serving of prepared & cooked food items, packaged food items and beverages to the faculty/staff/students/invitees and participants of training programmes conducted by the Institute.

3. Eligibility conditions:

- (i) The Contractor should have run a cafeteria/canteen/mess of Government department/institution/organization/company/guest house/reputed private educational institution, having not less than 200 persons on its dining strength per day for a continuous minimum period of last three (03) years as on 31.03.2017.
- (ii) The Bidder's average annual financial turnover (gross) in catering services during the last three years should not be less than Rs. 50 Lakh each year (FY 2016-17, FY 2015-16 & FY 2014-15).
- (iii) The Bidders' performance for each work should be certified by the concerned organization. The certificate should also indicate the compliance of statutory requirements. All documents submitted by the Bidder, feedback received from the previous/present clients and on the spot assessment of the NIEPA Tender Evaluation Committee will be evaluated for technical qualification.
- (iv) The Contractor should be located in Delhi only.
- (v) The Bidder should have PAN No., GST No., PF Reg.No., ESI Reg.No., FSSAI certificate and should submit legible attested copies of these documents with Technical Bid.

4. Preparation and Submission of Tender:

- (i) Tender shall be submitted in official tender form only. If submitted in any other form, the same shall be summarily rejected.
- (ii) The tender should be submitted in two parts viz. **Technical Bid and Financial Bid** in the prescribed proforma.
- (iii) Each cover must contain the address of the Bidder, and should be superscribed with the statement "**Technical Bid for running Hostel Mess and Office Canteen in the NIEPA Campus**" and "**Financial Bid for running Hostel Mess and Office Canteen in the NIEPA Campus**", as the case may be.
- (iv) These two covers should then be **kept in another sealed cover** addressed to: **Registrar, NIEPA, 17-B, Sri Aurobindo Marg, New Delhi-110016** duly superscribed "**Tender for running Hostel Mess and Office Canteen in the NIEPA Campus**".
- (v) The tender will be submitted **before 3:00 PM on March 15, 2018** The Technical bid will be opened at 3:30 PM on March 15, 2018 in the presence of Bidders present at that time, if any. The Financial bid will be opened after evaluation of the technical bids and only such Bidders, whose bids qualify in technical evaluation, shall be called for opening of their Financial Bids.
- (vi) Tender document with any correction, amendments, overwriting etc. shall be considered invalid and shall be rejected, except if duly initialled with seal of the Bidder.

- (vii) The tender is liable to be ignored if complete information is not given therein, or if the particulars and data (if any) asked for in the schedule to the tender are not filled in.

5. Earnest Money Deposit (EMD):

- (i) Earnest Money Deposit (EMD) of Rs. 40,000/- must be deposited in Institute's account as per detail given below. While making online payment, it should be ensured that "EMD FOR CATERING" is written in the remarks column. Proof of payment should be enclosed in the Technical Bid.

Bank Name: Syndicate Name

Branch Address: Syndicate Bank, NIEPA Campus, 17-B, Sri Aurobindo Marg, New Delhi-16

Beneficiary Name: NIEPA

Bank Account Name: NIEPA Account Main

Bank Account Number: 91392010001112

IFSC Code: SYNB0009139

MICR Code: 110025108

- (ii) Earnest Money is required to protect the interest of NIEPA against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a Bidder will be forfeited, if the Bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of NIEPA.
- (iii) The successful Bidder's EMD will be forfeited without prejudice to other rights of NIEPA, if it fails to furnish the required performance security within the specified period.
- (iv) No interest will accrue on the EMD/ performance security deposit.
- (v) EMD of the successful bidder shall also be liable to be forfeited if the Contractor does not fulfil of the following conditions:
- (a) An agreement is not signed in the prescribed form within fifteen days of the receipt of the Letter of Award of the Contract;
- (b) The Contractor does not commence services in NIEPA Hostel and Office Canteen within twenty one days from the date of award of contract.

6. Technical Bid :

- (i) The Technical bid, having details of the Contractor along with the EMD, should be submitted in the prescribed form (page nos. 14-15)
- (ii) Copies of the following certificates will be enclosed with the Technical bid, otherwise the tender would be summarily rejected:
- (a) Registration Certificate (In case of a Registered Firm)
- (b) Copy of trade license issued by concerned local Food and Health/concerned department
- (c) Copy of license certificate issued by FSSAI
- (d) Copy of GST Registration Certificate;
- (e) Copy of PAN Card;
- (f) Copy of PF and ESI registration certificates;
- (g) Copies of Income Tax Return filed for the last three financial years/ copies of accounts statement issued by CA mentioning details of turnover;
- (h) Proof of depositing EMD of Rs. 40,000/- in Institute's account.

(i) Proof of running a cafeteria / canteen (Copies of at least one work order received from Govt. depts. / PSUs/ Universities/Institute's during each of the last three years should be enclosed).

(iii) The Contractor should also submit an undertaking as given in **Annexure-I** with the Technical bid.

7. Financial Bid:

(i) The Financial Bid should be submitted in the prescribed forms given at page nos. 17-23.

(ii) The consolidated price quoted shall be firm & final and inclusive of all taxes, duties, GST etc. as applicable. No extra amount shall be payable on this account.

(iii) The rates will be valid for a period of two years, computed from the date of award of contract.

(iv) Rates should be written in figure and words clearly for each item.

8. Validity:

The bids shall be valid for a period of 4 (four) months from the date of opening of the tender. NIEPA may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

9. Criterion for Evaluation of Tenders:

(i) The evaluation of the tenders will be made first on the basis of technical information furnished in the prescribed forms, which is an eliminatory round, and then on the basis of commercial information furnished in the prescribed forms. Any inferences drawn by the Bidders or their representatives during the opening of the technical bid will be their own view and NIEPA will not be responsible/required to abide by the same.

(ii) It shall be noted that required documents submitted along with the technical bid will be perused/examined and in case of any deficiency, the bid will be rejected.

(iii) The initial criteria prescribed in Para 3 above, in respect of years of operation in the business, experience of similar class of work completed and financial turnover will first be scrutinized and the applicant's eligibility for the work will be determined.

(iv) NIEPA shall obtain feedback from the previous/present clients of the Bidder and also depute its evaluation committee to inspect the site(s) at present contract(s) for on-the-spot first hand information regarding the quality of food and services provided by the Bidder, which will form the basis for evaluation of technical bids, other than requirements listed in Para 6 above. The decision of the NIEPA in this regard will be final and binding on all Bidders.

(v) As a part of the process to evaluate the technical bids, NIEPA may invite the bidders to make a presentation before Tender Evaluation Committee.

(vi) At the time of opening of financial bids, the price of each bidder shall be read out on the spot. However, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical errors in the financial bid, if any.

(vii) The bidder is required to quote prices for all the items listed in financial bid proforma. The sum total of rates shall be considered to ascertain L1 Bidder.

(viii) Merely becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure by the Tender Evaluation Committee.

10. Right of Acceptance and Other Provisions:

- (i) The acceptance of the tender rests with NIEPA. The Institute is not bound to accept the lowest tender bid and reserves the right to accept or reject any or all the bids without assigning any reasons thereof.
- (ii) NIEPA reserves the right to change any condition of the tender before opening of the Technical Bids. NIEPA also reserves the right to relax any terms & conditions of this tender document to safeguard its interest.
- (iii) The incomplete and conditional tenders will be rejected. Quoting unrealistic rates will be treated as disqualification.
- (iv) The Competent Authority reserves the right to award any or part or full contract to any successful Contractor(s) at its discretion and this will be binding on the bidders.
- (v) The Bidders will be bound by the details furnished by him/ her to the NIEPA, while submitting the tender or at subsequent stage. In case, any of such documents furnished by the Bidder is found to be fictitious at any stage, it would be deemed to be a breach of terms of contract making him/ her liable for legal action besides termination of contract.
- (vi) NIEPA reserves the right to black list a defaulting Contractor.
- (vii) Any inquiry after submission of the tender will not be entertained.
- (viii) Any failure on the part of the Bidder to observe the prescribed procedure and any attempt to canvas for the purchase order will prejudice the Firm's quotation.
- (ix) NIEPA reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.
- (x) The tender document is valid for a period of six months from the date of issue. If Work order is not issued within this period, the process will have to start afresh.
- (xi) In case of failure to comply with the provisions of the terms and conditions mentioned in the tender, by the Contractor that has been awarded the contract, the Competent Authority reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulting Contractor, which has been awarded the initial contract and this will be binding on the bidders.
- (xii) NIEPA may terminate the contract if it is found that the Contractor is blacklisted on previous occasions by any of the Government Departments/ Institutions/ Local Bodies/ Municipalities/ Public Sector Undertakings etc.
- (xiii) The performance of the Hostel Mess and Office Canteen will be reviewed jointly by a "Mess Committee" constituted by NIEPA periodically or by any other official authorised by NIEPA. The Contractor will address the general complaints received from the Committee members, staff and students of NIEPA regarding the operation of the Cafeteria.

11. Description of work

- (i) The Contractor shall be responsible for engaging adequate number of trained/ semi-trained manpower required for providing good catering services in NIEPA Hostel and Office Canteen in NIEPA campus.
- (ii) The Contractor will be required to provide services in the NIEPA Hostel and Office Canteen premises and also in various rooms of the Institute.
- (iii) The employees of the Contractor should possess good health and be free from any diseases, especially contagious and frequently recurring diseases. They will have to undergo medical check up periodically.
- (iv) The Contractor will, prior to the commencement of the operation of contract, make available to NIEPA the particulars of all the employees who will be deployed at the NIEPA premises for running the Cafeteria. Such particulars, inter alia, should include age/ date of birth, permanent address, police verification report and profile of the health status of the employees.

- (v) The revision in the quoted rates after two years to the extent of maximum 10% on yearly basis can be considered with negotiations and mutual consent to compensate inflationary effect and subject to extension of contract.
- (vi) The Bidder is advised to visit and examine the site of works and its surroundings and obtain for himself all information that may be necessary for preparing the bid and entering into contract for execution of the works. The cost of visiting the site shall be Bidder's own.
- (vii) The Contractor shall have to operate Hostel Mess and Office Canteen at the Institute Campus situated inside NCERT Campus, 17-B, Sri Aurobindo Marg, New Delhi.
- (viii) The contractor shall provide sufficient sets of Uniforms, Head Gear and Gloves for food handlers and pair of shoes to his employees and shall ensure that they wear them all times and maintain them properly.
- (ix) The Contractor shall be personally responsible for conduct and behaviour of his/ her staff and any loss or damage to NIEPA's moveable or immovable property due to the conduct of the staff shall be made good by the Contractor. If it is found that the conduct or efficiency of any person employed by him/her is unsatisfactory, the Contractor shall have to remove the concerned person and engage a new person within 48 hours of intimation by NIEPA. The decision of the NIEPA's designated officer in this regard shall be final and binding on the Contractor.
- (x) The Contractor shall keep the Cafeteria, Hostel Kitchen, Dining Area and its surrounding areas clean and adhere to good sanitation standards every day after the services are over. The cleaning includes cleaning of utensils, kitchen, dining hall/ area, floor, counter, benches, tables, chairs, etc. NIEPA officials will have 24-hour access to inspect the Hostel Mess and Office Canteen premises at any time for ensuring the cleanliness and hygienic conditions of the kitchen and dining hall premises.
- (xi) NIEPA reserves the right to appoint officers/ officials to inspect the quality of raw material, food and other items prepared and sold in the Hostel Mess and Office Canteen. Any defect(s) pointed out by such officers/ officials during their visits shall be properly attended to by the Contractor.
- (xii) The Contractor shall sell all items at the rates mentioned in the financial bid and no changes, what-so-ever shall be made without prior written approval of the NIEPA. Packaged food items/ beverages shall not be sold at rates more than the MRP. The rate list will be displayed at appropriate places in the Hostel Mess and Office Canteen for the customers to see.
- (xiii) If the Contractor fails to carry out the work as per the terms and conditions agreed upon, he/she is liable for forfeiture of EMD/ Security Deposit in addition to penalty.
- (xiv) The workers employed by the Contractor shall wear uniform and name badge, which is provided by the Contractor, and he/she, shall be responsible for the discipline of his/ her workers. The workers are not employees of the Institute and shall not have any claim whatsoever on the NIEPA and shall not act detrimental to the interest of the Institute. The workers shall have to follow the security regulations as directed by Security and Administration of the Institute. Workers shall not form union or carry out trade union activities in the campus.
- (xv) *The Institute shall provide chairs and tables, fly catchers, exhaust fan, air coolers and water coolers/ dispenser for the dining hall of the Hostel Mess and Office Canteen. Other furniture and equipment, if any, required for satisfactory performance of the contract will be provided by the Institute. The maintenance (excluding repairs, etc. due to normal wear and tear) and upkeep of the above equipments, installations, shall be responsibility of the Contractor.*
- (xvi) *The Contractor shall arrange to bring own kitchen equipment, cutlery, crockery, utensils, burners, stoves, mixer, grinder, cutter, deep freezer, refrigerator, microwave ovens, food warmers, tea kettles, hot plates, display counter, cash/ billing machine, fly trappers, cleaning*

material and tools, raw material storage units/ cupboards, table linen and any other item/ equipment that they may deem necessary for proper and efficient functioning of the Cafeteria, in addition to what is provided for by NIEPA.

Kitchen equipment available with the Institute are mentioned in attached list.

- (xvii) It will be the responsibility of the Contractor to store the stock of materials purchased by him/her in a neat, tidy and hygienic manner. The Contractor hereby agrees and undertakes not to use the articles purchased for any purpose other than to meet the requirements of the NIEPA and/or its employees and students. NIEPA will not be responsible for any loss or damage done or caused to the Contractor's stock, materials, etc, while they are stored within the Institute's premises.
- (xviii) The Contractor should have sufficient equipment & crockery and other items normally required to cater to at least 50-100 persons at a given time. He should have sufficient utensils, crockery and other infrastructure to provide the service and also for Buffet Lunch/ High Tea, as and when required. The Contractor will provide good quality table cloth/table linen and flower in case of Sit Down Lunch/ Dinner at his own cost. The Contractor shall replace table cloth/ table linen/ flower every day.
- (xix) The Contractor shall not make or cook any meal(s) in the premises of the NIEPA for supply to any person(s) outside the NIEPA.
- (xx) The Contractor shall not make any alterations or additions to the accommodation provided in the Institute for cooking and catering purposes. The Contractor shall not occupy any other area for any purpose, which has not been allotted by the Institute.
- (xxi) The food has to be prepared in clean, hygienic and safe conditions as per the menu.
- (xxii) The Contractor will ensure that all vegetables, fruits, spices and other ingredients used to prepare food are of standard quality. All items of food, raw materials for food purchased will have to conform to the standards, prescribed under the prevention of Food Adulteration Act, FSSAI Act and/or any other Act applicable and as far as possible shall have the standards/ branded bearing the mark 'FSAAI, Agmark, ISI whichever applicable.
- (xxiii) The kitchen, dining-hall, hand wash area, dish wash area, etc. will be washed with water and Soap solution and mopped after every meal (breakfast, lunch and dinner) and will be disinfected once in a week or as and when required. Tables will be cleaned after a customer has finished his/ her food.
- (xxiv) The Contractor shall arrange for disposal of the garbage collected from the kitchen, dining halls, dish wash area etc. every morning in closed bins by separation of bio-degradable waste from non-biodegradable waste. The surroundings shall be kept clean and hygienic.
- (xxv) High quality of hygiene, sanitation and safety will be maintained at kitchen and dining halls. All the surrounding area of the mess premises should be cleaned and washed daily.
- (xxvi) After every meal all the plates, cups, katoris, water glass, spoons, forks, knives etc., are to be cleaned in soap solution and water and dried. All the vessels used for cooking also should be washed in soap solution and hot water before these are made available for use for cooking the next meal. The cleaning material supplied should be of approved quality.
- (xxvii) The Hostel Mess shall remain open from 08:30 a.m. to 9.30 p.m. on all days and the Office Canteen shall remain open from 08.30 to 6.00 PM from Monday to Saturday. However, skeleton services will be provided beyond office hours up to 08:00 P.M. on these days.
- (xxviii) Depending on the exigencies, the Contractor may be required to keep the Hostel Mess and Office Canteen open or closed as per requirements of NIEPA.
- (xxix) Complaint books shall be kept in the Hostel Mess and Office Canteen for recording any complaint or suggestions from any user of the Institute and will be produced for inspection.

Decision taken by the Competent Authority of NIEPA for disposal of all these complaints/ suggestions shall be final.

- (xxx) Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipments provided by the NIEPA are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the Contractor, failing which the same will be got done by NIEPA at the contractor's risk and cost. In this regard, the decision of the designated officer of NIEPA shall be final and binding on the Contractor.
- (xxxii) All work shall be carried out with due regard to the convenience of NIEPA. The orders of the concerned authority shall be strictly observed.
- (xxxiii) Whenever required, the Contractor will deploy adequate manpower for work during late hours and on Saturdays/ Sundays, including other holidays, according to the requirement of NIEPA.
- (xxxiiii) Storing/supply/ sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the NIEPA campus. Any breach of such restrictions by the Contractor or his/ her staff will attract deterrent action against the Contractor as per statutory norms.
- (xxxv) The Contractor shall ensure that either he/ she himself/ herself or his/ her representative is available for proper administration and supervision of Cafeteria to the entire satisfaction of the NIEPA.
- (xxxvi) The Contractor shall not use the Cafeteria premises for any other activity except for the purpose for which it has been provided for.

12. Period of Contract

- (i) The contract for Cafeteria services shall remain valid initially for a period of two years. However, in order to evaluate the performance and services of the Contractor, the contract will have probationary period of three months. The contract for the remaining 21 months will be confirmed only if the services and quality of items served by the Contractor are found satisfactory during the probationary period.
- (ii) In case the performance and services of the Contractor are not found satisfactory during the probationary period of three months, NIEPA reserves the right to cancel the contract and award the work to the L2 Bidder.
- (iii) The two-year contract period is subject to renewal by the NIEPA on satisfactory performance on mutually agreed terms and conditions for a further period of one year at a time or till such time mutually agreed to.

13. Performance Security

- (i) Performance Security Deposit (PSD) of Rs. 50,000/- will have to be deposited within 15 days on receipt of notification of award of contract to ensure due performance.
- (ii) PSD shall be in the form of Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee payable to "Registrar, NIEPA". PSD, renewed from time to time, will be retained by NIEPA for the entire period of the contract and on termination of the contract, shall be refunded to the Contractor without interest.
- (iii) In case the Performance Security is submitted in the form of Bank Guarantee, the same should be valid for a period of 3 (three) months beyond the date of expiry of the contract. EMD will be refunded to the successful Bidder on receipt of performance security.
- (iv) PSD will be released after all contractual obligations by the Contractor are over. If the contract is terminated by the Contractor without giving stipulated period of notice or he/she fails to observe the terms & conditions mentioned in the Tender, Letter of Award for the Contract and Agreement signed by the Contractor with NIEPA; the Security Deposit will be forfeited

without prejudice to the NIEPA Management's right to proceed against the Contractor for any additional damages that the Institute suffers as a result of the breach of the aforesaid terms and conditions.

- (v) NIEPA reserves the right to ask for performance guarantee extension if contractual obligations are not fulfilled.

14. Time schedule for commencing Hostel Mess and Office Canteen operations after award of work

The Hostel Mess and Office Canteen should start operating within 2 weeks from date of issue of the work order. NIEPA will impose penalty as per terms and condition of this tender document, in the case of any delay.

15. Hostel Mess/Canteen space License Fee, Gas, Electricity and Water Charges.

The contractor will be provided space in the Hostel for stocking of raw material and cooking. It shall be the responsibility of the contractor to keep the provided space neat and clean. Canteen space is also available in the office building which will have to be maintained by the contractor.

Water & Electricity charges: Electricity and Water charges at Rs. 4,000/- per month will have to be paid by the contractor and deposited in advance in the first week of every month.

PNG Gas: Gas pipeline is available at both Hostel Mess and Office Canteen with separate meters installed at these location. Contractor will be liable to pay the charges utilisation of gas from these pipelines as per actual bills received from IGL. It shall be the responsibility of the contractor to pay the bills on time. All matters related to PNG shall remain between the Contractor and IGL. Any delay in paying bills or stoppage of supply by IGL, will result in forfeiture of Security Deposit and termination of contract.

14. Payment

- (i) The payment in respect of official hospitality bills of the NIEPA submitted in duplicate by the Contractor shall be released on receipt basis subject to fulfilment of obligations by the Contractor imposed under various laws, rules & regulations etc applicable from time to time and after scrutiny of authorization for supply at the prices offered by the Contractor. Any supply of food items without proper authorization by the designated authority of NIEPA will not be paid for. Tax, as applicable at the prevailing rates, will be deducted at source.
- (ii) In the event there is any query, objection, delay or dispute with regard to any bill or a part thereof, the Contractor shall not be entitled to any interest to be paid by the NIEPA for late payment.
- (iii) Payment shall be made through **NEFT/ RTGS transfer only.**

15. Termination of the Contract

- (i) The Contract can be terminated by either party, i.e., NIEPA or the Contractor, after giving three months' notice to the other party extendable by mutual agreement till alternate arrangements are made. However, NIEPA reserves the right to terminate the contract without giving any notice in case the Contractor commits breach of any of the terms of the contract.

NIEPA's decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.

- (ii) On termination of the contract, the Contractor will hand over all the equipments/ furniture/ articles etc., supplied by NIEPA, in good working condition, back to NIEPA.
- (iii) If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory (say in a month or so) during the probationary period of three months from the date of taking over charge of the Cafeteria services, NIEPA reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.

16. Penalty

- (i) Subject to the provisions of the tender, any breach of contractual obligations towards delivery of food items and performance of services shall render the Contractor liable to any or all of the following sanctions:
 - (a) Imposition of liquidated damages;
 - (b) Forfeiture of its performance security;
 - (c) Termination of the contract for default;
 - (d) Blacklisting the Contractor.
- (ii) NIEPA reserves the right to impose a penalty of Rs 1000/- or upto 10% of the total value of the order, whichever is more, on the Contractor for delay in supplies/ unsatisfactory performance/ unacceptable quality/ adulteration or poor services, willfully or otherwise by the Contractor or his staff.
- (iii) If the NIEPA is not satisfied with the quality of eatables served, services provided or behaviour of the contractor or his/ her employees, the Contractor will be served with 24-hour notice to improve or rectify the defect(s), failing which the NIEPA will be at liberty to take appropriate necessary steps as deemed fit.
- (iv) In the event the requirement is urgent and Contractor is unable to replace any or all of the rejected material, NIEPA shall be free to procure the same from any other supplier or suppliers and recover the cost of such material from the bill of the Contractor without prejudice to the other rights of the NIEPA under the Agreement. In such case also, penalty of up to 10% of the total value of the order may be imposed.

17. Statutory Obligations:

- (i) The Contractor shall obtain license under the Contract Labour (Abolition and Regulation) Act 1970 (hereinafter referred as the Contract Labour Act) and all other requisite licenses at his own cost from the appropriate authorities and comply with the terms and conditions of the license(s) and all other relevant and necessary provisions of the Contract Labour Act and the Rules framed there under all such other provisions of laws in any enactment or otherwise laid down by an authority from time to time, it being clearly understood and agreed that the entire responsibility for compliance thereof shall always be of the Contractor. The Contractor shall be fully responsible for any compensation etc. in case of any injury/casualty or mishap to any employees working in the Hostel Mess and Office Canteen during working hours. Appropriate documents/ Certificates issued from appropriate authorities should be enclosed to support this.
- (ii) The Contractor shall be responsible for timely payment of wages to his/ her workers as per Minimum Wages Act of the GNCT of Delhi. A monthly proof of the same shall be submitted by him/ her.

- (iii) The Contractor shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any unlawful activity.
- (iv) Employment of child labour is strictly prohibited under the law. Therefore, the Contractor will not employ any child.
- (v) Food license for catering/ Cafeteria services in Delhi, issued by appropriate authority of Delhi State, i.e. License under FSS Act, 2006 should be obtained.
- (vi) The Contractor shall fulfil all statutory requirements pertaining to minimum wages and other statutory benefits like ESI, EPF, MWA etc., and proper account of payments including minimum wages being paid to the workers. The Contractor shall be solely responsible for any failure to fulfil the statutory obligations and shall indemnify the Institute against all such liabilities, which may likely to arise out of the Contractor's failure to fulfil such statutory obligations.
- (vii) In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the NIEPA by any individual, agency or government authority due to acts of the Contractor, the Contractor shall be liable to make good/compensate such claims or damages to the NIEPA. As a result of the acts of the Contractor, if the NIEPA is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the NIEPA or the NIEPA reserves the right to recover such amount from the payment(s) due to the Contractor while settling his/her bills or from the amount of Security Deposit of the Contractor lying with the NIEPA.
- (viii) The Contractor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc.
- (ix) The Contractor will take all necessary precautions against fire hazards and comply with rules and regulations as laid down by concerned local authorities, to the satisfaction of NIEPA.
- (x) The Contractor shall at all times keep indemnified the principal employer, namely, National Institute of Educational Planning and Administration (NIEPA) and its officers and designated concerned staff for and against all third party claims whatsoever (including property loss and damage, personal accident, injury or death of any person) and/or the owner and the Contractor shall at his/her own cost and initiative at all times, maintain all liabilities under
- (xi) The contractor will abide by Workman's Compensation Act / Fatal Accident Act, Personal Injuries, Employees State Insurance Act, PF Act, etc. in force from time to time.
- (xii) All employees engaged by the Contractor shall be comprehensively insured for accidents and injuries by the Contractor at his/ her cost.
- (xiii) The Contractor shall ensure the police verification of all the persons before deploying them at the allotted premises.
- (xiv) In the event of MCD, Health Department or any other government/ statutory body authorities taking samples of raw material used by the caterer and those samples are not found fit/up to the mark for human consumption, the Contractor shall be fully responsible for any fine/ penalty imposed or legal recourse taken by such authorities.
- (xv) The workers employed by the Contractor shall be directly under the supervision, control and employment of the Contractor and they shall have no connection what-so-ever with NIEPA. The Institute shall have no obligation to control/supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against NIEPA for employment, pension, or any other statutory claim, or regularization of their services by virtue of being employed by the Contractor, against any temporary or permanent posts in NIEPA. In case of any untoward incident/ fire/death/ injury of any employee of Cafeteria, NIEPA will not be liable to pay any damages.

18. Breach of Terms and Conditions:

NIEPA may terminate the contract without any notice in case the Contractor commits a breach of any of the terms of the contract. NIEPA's decision that a breach has occurred will be final and shall be accepted without demur by the Contractor.

19. Subletting of Work

The Contractor shall not appoint any sub-contractor to carry out his obligations under the contract. Subcontracting will lead to immediate termination of contract. The Contractor shall also not sublet/assign or otherwise part with the possession of the premises, which is the absolute property of NIEPA, to any other party.

20. Right to Call upon Information Regarding Status of work

NIEPA has the right to call upon information regarding status of supply of the items at any point of time.

21. Agreement

The successful Bidder shall sign the agreement given at **Annexure III** on a stamp paper of the appropriate denomination and submit the same to the Registrar, NIEPA within 15 days of the receipt of notification of award of contract.

22. Force Majeure

- (i) NIEPA may consider relaxing the penalty and delivery requirements, as specified in this Tender Document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of a Force Majeure.
- (ii) Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as natural disasters, act of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidders premise, etc.
- (iii) If a Force Majeure situation arises, the Contractor shall promptly notify NIEPA in writing of such conditions and the cause thereof within fourteen days of occurrence of such event. Unless otherwise directed by NIEPA in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

23. Arbitration

- (i) If dispute or difference of any kind shall arise between the NIEPA and the Contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- (ii) Decision of Vice-Chancellor, NIEPA shall be final and binding.
- (iii) All legal disputes shall be subject to the jurisdiction of Delhi courts only.

TECHNICAL BID

The technical bid shall contain following information in a sealed cover super scribed “**Technical Bid for running Cafeteria in the NIEPA, New Delhi**”. It shall consist of the following documents/ information:

S.No.	Description	
1.	Name & Postal address of Contractor/ Firm/ Agency Contact Nos.: E-mail: Fax nos.:	
2.	If registered, registration no. with validity of registration with appropriate authority (Attach copy of relevant certificate)	
3.	GST registration no. ((Attach copy of relevant certificate)	
4.	PAN Number (Attach copy of relevant certificate). PF Registration Number ESI Registration Number	
5.	Details of the turnover for the last three years (indicate year-wise and attach IT Returns of last 3 years duly certified by CA) Year 1: Year 2: Year 3:	
6.	No. of persons employed by the firm category wise alongwith their qualification: 1. Supervisor 2. Unskilled 3. Cook 4. Attendant cook 5. Other person	
7.	Attach work order/certificate in support of experience for having run Cafeteria/Canteen in the last three years (at least one proof for each year).	
8.	List of 3 reputed clients, with at least one client belonging to GoI/State	

	Govt.Dept./PSU/reputed educational institutions with contact no. Client 1: Client 2: Client 3:	
9.	Has your organization been placed in defaulter category by any Govt. Department/ PSU/ Reputed Educational Institution? If not, please submit a self attested certificate to this effect.	
10.	Are you related in any way with any staff member of the NIEPA : Yes/ No. If yes, give details	
11.	Transaction ref. number and date of depositing EMD of Rs. 40,000/- in the Institute's account.	

Company/Firm Name with seal

FINANCIAL BID

The Financial Bid shall contain the following 6 price list in a separate sealed envelope superscribing "Financial Bid for providing Hostel Mess and Canteen services in NIEPA, New Delhi". All the pages should signed and stamped by the authorised signatory of the company/firm.

Price list – 1

RATES OF ITEMS TO BE SERVED IN THE OFFICE CANTEEN (STAFF & STUDENTS ONLY)*

Item	Rate(Rs.)
1. Tea Cup (Tea Bag) 150 ml.	
2. Tea Cup (Readymade) 150 ml.	
3. Coffee Cup (Readymade) 150ml.	
A. Snacks	
1. Bread pakora 75gms.	
2. Samosa 60 gms.	
3. Kachori sabzi 250gms.	
4. Chana Vada 37 gms.	
5. Aloo Bonda 50 gms.	
6. Vegetable Cutlets (135 gms. for two)	
7. French fries 150gms.	
8. Idli sambhar (2 Pieces Idli + Sambhar + Chutney (250gms)	
9. Vada – sambhar (2 Pcs Vada + Sambhar + Chutney (250 gm)	
10. Aloo parantha	
B. Other items	
1. Bread Slice	
2. Egg boiled	
3. Butter 25 gms.	
4. Omelet of 2 eggs	
5. Sandwich 2 piece	
C. Lunch Items	
1. Rice plate	
2. Chapati 25gms. (per piece rate)	
3. Dal 115gms.	

4. Curd 150gms.	
5. Sabzi 115gms	

- * *Rates not applicable for outside (NIEPA) consumers/customers.*
- * *At least 2 items from list 'A' should be prepared by the contractor every day and items from list 'B' are to be provided on specific requests from NIEPA staff, students and faculty.*

RATES FOR BREAKFAST, LUNCH AND DINNER – NIEPA HOSTEL MESS

Item	Rate(Rs.)
Bed Tea (with tea bag)	
Breakfast	
<ol style="list-style-type: none"> 1. Porridge OR Cornflakes OR Vermicelli 2. Vegetable cutlets or 2 Boiled Eggs or Omlet of 2 Eggs or Vada/Idli/Upma/Parantha/Puri and Aloo/Dosa/Chhole Bhature/4 slices of Toast with Butter and Jam 3. Tea or Coffee 	
Lunch	
<ol style="list-style-type: none"> 1. Rice of good quality 2. Chapatti or Puri 3. Dal (Sambhar/Rajma/Lobia/White Chana/Kala Chana/Dal Arhar/Mixed Dal 4. One seasonable Vegetable 5. Salad Achar 	
Evening Tea	
Dinner	
<ol style="list-style-type: none"> 1. Rice of good quality 2. Chapatti or Puri 3. Dal (Sambhar/Rajma/Lobia/White Chana/Kala Chana/Dal Arhar/Mixed Dal 4. One Seasonable Vegetable 5. Salad Achar 	
Full Day Mess (Total)	

**RATES FOR SPECIAL MENU FOR HOSTEL MESS
(INTERNATIONAL PROGRAMMES)**

Item	Rate(Rs.)
Bed Tea (with tea bag)	
Breakfast	
1. Porridge OR Cornflakes OR Vermicelli with Milk 2. 2-3 Slices of Toast with butter (20 gms.) 3. Tea or coffee 4. Milk boiled – One cup 5. 2 Boiled Eggs OR Omelet of 2 Eggs	
LUNCH/DINNER (Continental)	
1. One Seasonal Soup 2. Rice/Fried Rice/Khush Khus (1 Item) 3. Noodles/Pasta/Macaroni (1 Item) 4. One Non-Vegetarian Dish of Mutton Curry/Chicken Curry/Fish Fried/ Butter Chicken/ Keema Mutter/ Seekh Kabab/ Shammi Kabab/ Tandoori Chicken/ Steamed Chicken (1 Item) 5. One Seasonal Vegetable – with white sauce OR tomato puree – steamed quality seasonal vegetables (1 Item) 6. Steamed Vegetable/ Potato/ Cabbage and Mutter/ Mixed Vegetables (1 Item) 7. One Dish of Dal – Rajma/White Chana/ French Fries 8. Curd or Yoghurt 9. Salad 10. Papad and Pickle etc. 11. Tea/Coffee Dessert Fruit: Custard: Fruit/Ice Cream/ Fresh Fruit/ Fruit Cream/ Gulab Jamun/ Gajar Halwaa (1 Item)	

Note:

1. All the food will be served in the buffet mode in the dining hall, the dining tables etc. should be laid as per the international dining style.
2. Professional qualified cook will be appointed for International Continental food

**RATES FOR SPECIAL MENU FOR HOSTLE MESS
(FOR NATIONAL PROGRAMMES)**

Item	Rate(Rs.)
Bed Tea – One Cup of Tea (Tea Bag)	
Breakfast	
1. Porridge OR Cornflakes OR Vermicelli 2. Vegetable cutlets or 2 Boiled Eggs or Omlet of 2 Eggs or Vada/Idli/Upma/Parantha/Puri and Aloo/Dosa/Chhole Bhature/4 slices of Toast with Butter (20 gms.) and Jam (20 gms.) 3. Tea or Coffee	
Lunch	
1. Rice/Fried Rice/ Pulao (1 Item) 2. Chapatti/Puri/Naan/ Missi Roti (2 Items) 3. Seasonal Kofta Curry/ Aloo Matter/ Aloo Tomato Curry (1Item) 4. Seasonal Dry Vegetables (1 Item) 5. Dal Plain/Sambhar/ Dal Fry/ Chole (1 Item) 6. Raita/Curd (1 Item) 7. Seasonal Salad 8. Papad and Aachar 9. Sweet/Fruits	
Dinner	
1. Soup OR Cold Drink 2. Seasonal Salad 3. Plain Rice/ Pulao Rice 4. Chapatti AND Puri 5. One Dish of Paneer 6. Mutton Curry/ Keema Curry/ Chicken Curry (including Tandoori) (1 Item) 7. Seasonal Dry Vegetable 8. Dal Plain/ Sambhar/ Dal Fried Chana (1 Item) 9. Raita OR Curd 10. Papad and Aachar 11. Sweet Dish and Fruits	
Evening Tea (with Tea Bag)	

RATES FOR SPECIAL MENU (LUNCH/DINNER)

Item	Rate(Rs.)
Dinner/ Lunch <ol style="list-style-type: none"> 1. Cold Drink/ Juice, Soup (1 Item) 2. Rice 3. Chapatti/ Puri/ Naan/ Parantha/ Missi Roti (2 Items) 4. Raita/ Dahi bhalla (1 Item) 5. One Seasonal Vegetable 6. Paneer Dish 7. Dal/ Sambhar/ Rajma/ Kabuli Chana (1 Item) 8. Chicken/ Butter/ Chicken Kadhahi/ Chicken Roasted, Fish/ Mutton/ Mutton Kabab/ Grilled Meat/ Keema (2 Items) 9. Seasonal Salad 10. Papad and Achar 11. Dessert – Fruit Cream/ Ice Cream/ Cake/ Ras Malai/ Gajar Halwa/ Phirni/ Pudding (1 Item) 	
Session Tea/ Coffee <ol style="list-style-type: none"> 1. Tea Plain (One Cup) 2. Tea with Biscuit 3. Coffee Plain (One Cup) 4. Coffee with biscuits 	

RATES FOR WORKING LUNCH/DINNER & TEA PARTY

Item	Rate(Rs.)
Working Lunch/ Dinner <ol style="list-style-type: none"> 1. Rice/ Fried Rice/ Pulao (1 Item) 2. Chapatti/ Puri/Naan/ Missi Roti (2 Items) 3. Seasonal Kofta Curry/ Aloo Matter/ Aloo Tomato Curry (1 Item) 4. Seasonal Dry Vegetables (1 Item) 5. Dal Plain/Sambhar/ Dal Fry/ Chole/ Rajma (1 Item) 6. Raita/ Curd (1 Item) 7. Seasonal Salad 8. Papad and Aachar 9. Sweets/Fruits 	
Vice Chancellor's Party <ol style="list-style-type: none"> 1. One Bengali Sweet 2. One Khoya Sweet/ Pastry 3. Vegetable Cutlet 4. Samosa/Pakora/Chips 5. Tea/ Coffee/ Cold Drink 	

Note :

The quoted rates shall include all taxes, levies, cess etc. as applicable and no extra amount shall be payable on this account. Vague offers such as duties extra, cartage extra, tax extra etc. shall not be accepted. Any extra taxes, duties, levies not written in the above table but written separately at any other place in the bid document shall not be considered and the bidder shall bear it.

Signature :

Name & Designation:

Name of the Firm/ Agency :

Seal of bidder:

Date :

UNDERTAKING (To be submitted with Technical Bid)

It is certified that I/ my Firm/ Agency/ Company has never been **black listed** by any of the Departments/Autonomous Institutions /Universities/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or reputed private institutions and no criminal case is pending against the said Firm/ Agency as on _____.

Signature of the Bidder _____

Name of the Signatory _____

Name of the Firm/agency _____

Seal of the Firm/Agency

Place: _____

Date: _____

FORMAT FOR PERFORMANCE CERTIFICATION

(Furnish this information for each individual work from the employer for whom the work was executed)

1. Name of the Contract and location

2. Agreement no.

a. Scope of Contract

b. Annual Contract Cost

c. Date of start

d. Period

e. Amount of compensation levied, if any

f. Performance Report (Tick the response)

(i) Quality of Food	Good	Satisfactory/Fair	Unsatisfactory
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(ii) Resourcefulness	Good	Satisfactory/Fair	Unsatisfactory
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g. Compliance of all statutory requirements- Yes / No

(Signature of the Contract Running Authority)

(Seal of the Organization)

Date:

Agreement to be signed for Contract

<On a Stamp paper of requisite amount>

Contract for running Hostel Mess and Office Canteen at NIEPA, New Delhi

This agreement is made on _____ 2018 between NIEPA, New Delhi hereinafter referred to as "NIEPA", and

M/s _____, a registered company with registered office at _____, hereinafter referred to as "Contractor",

and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

WHEREAS the Contractor has tendered for providing Catering Services in NIEPA, New Delhi as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the Contractor has deposited with the Tendering Authority the sum of Rs. _____ (Rupees _____ only) as performance security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The Contractor has accepted the contract on the terms and conditions set out in the tender notice No. _____ dated _____, which shall hold good during period of this agreement.
2. Upon breach by the Contractor of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the NIEPA to claim damages for antecedent breaches thereof on the part of the Contractor and also to reasonable compensation for the loss occasioned by the failure of the Contractor to fulfil the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the Contractor to the NIEPA.
3. Upon the determination of this agreement whether by effluxion of time or otherwise, the said deposit shall after the expiration of two months from the date of such determination be returned to the Contractor but without interest and after deducting there from any sum due by the Contractor to the Government under the terms and conditions of this agreement.
4. This agreement shall remain in force until the expiry of 24 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one month's notice in writing without compensating the Contractor. Initial 3 months of the contract will

be evaluate the performance of the contractor and in case the services are not found satisfactory, the contract may be terminated before the expiry of 24 months.

5. The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the NIEPA to the Contractor as hereinafter mentioned the Contractor hereby covenants with the NIEPA to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

6. The rates mentioned in the price list 1 to 6 given in the tender documents shall be the rates at which the contractor will provide services in the Institute. No other charges will be paid to the contractor.

7. The contractor shall also pay the Institute at the end of every month charges towards consumption of water and electricity as given in Clause No. 15 and also pay charges towards use of LPG from the gas pipeline already provided.

8. The Tendering Authority hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

9. If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to render services from else other organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

10. In the event of action to be taken, the Contractor shall be liable for any losses, which the Tendering Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

Signed:

For and on behalf of
NIEPA, New Delhi

Authorised Signatory

For and on behalf of

M/s _____

Authorised Signatory

Witness 1 _____

Witness 2 _____

Witness 1 _____

Witness 2 _____

Check List of Documents indicating Compliance of Eligibility Conditions

Sr.	Check list of documents/ Undertakings	YES/NO	Remarks (Give reasons, if answer is NO)
1.	Has EMD of Rs. 40,000/- been deposited in the Institute's account or not? If yes, attach proof.		
2.	Is copy of Sales/ Service Tax Regn. Certificate/ TIN/ VAT No. attached?		
3.	Is copy of PAN No. attached?		
4.	Are IT Returns/ Audited accounts statement of the last three years attached?		
5.	Are copies of work/supply order issued by Govt. organizations/ PSUs/Autonomous bodies/reputed Educational Institutions attached?		
6.	Whether list of three reputed clients (along with telephone numbers of contact persons) attached?		
7.	Is undertaking certifying that the firm is not black listed signed as per Annexure I?		
8.	Whether the tender document is duly Signed by the authorized signatory on each page		
9.	Acceptance of Terms and Conditions		

Place :

Signature of the Proprietor/ Authorized Signatory

Date :

Rubber Seal indicating complete address

LIST OF EQUIPMENTS/ITEMS AVAILABLE IN NUEPA HOSTEL KITCHEN

Sr.	Item	Quantity
1.	Van Berry	2
2.	Gas	1
3.	Gas Cylinder	10
4.	Deep Freezer	1
5.	Refreeze	2
6.	Water Boiler	1
7.	Bread Toaster	1
8.	Idly Pot	1
9.	Grinder	1
10.	Dosa Batty	1
11.	Chimney	2
12.	SS Working Tables	6