



चौ. चरण सिंह राष्ट्रीय कृषि विपणन संस्थान

(कृषि एवं किसान मंत्रालय, भारत सरकार का संगठन)
कोटा रोड, बम्बाला, प्रताप नगर, जयपुर-302033 (राज.)

CH.CHARAN SINGH NATIONAL INSTITUTE OF AGRICULTURAL MARKETING
(An Autonomous Organization of Ministry of Agriculture & Farmers Welfare,
Government of India)

Kota Road, Bambala, Pratap Nagar, Jaipur-302033 (Rajasthan)

Telephone : 0141-2795111(D) Fax:0141-2771938,2770595

Website : www.ccsniam.gov.in

E-TENDER DOCUMENT

FOR

Catering Service

Tender No. : 02/NIAM/Tender/2020/01

(Visit at www.eprocure.gov.in or www.ccsniam.gov.in)

Price of Bid Document: Rs. 1000/- only

Organisation Chain	Department of Agriculture and Cooperation National Institute of Agricultural Marketing-CCS NIAM-Jaipur		
Tender Reference Number	02/NIAM/Tender/2020/01		
Tender ID	2020_DACO_569746_1		
Tender Type	Open Tender	Form of contract	Works
Tender Category	Services	No. of Covers	3
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments		Cover Details, No. Of Covers - 3				
Offline	S.No	Instrument Type	Cover No	Cover	Document Type	Description
	1	Bankers Cheque	1	Fee	.pdf	Tender Document Fees Rs . 1000 and EMD of Rs.100000 through DD
	2	Demand Draft	2	PreQual/Technical	.pdf	Tender Document
			3	Finance	.xls	BOQ

Other Important Documents List				
S.No	Category	Sub Category	Sub Category Description	Format/File
1	Certificate Details	Permanent Account Number	Permanent Account Number Details	
2	Certificate Details	Registration Certificate	Registration Certificate Details	
3	Certificate Details	Sales Tax/VAT	Sales Tax/VAT	
4	Certificate Details	Income Tax Certificate	Income Tax Certificate Details	
5	Certificate Details	Labour License	Labour License	
6	Certificate Details	Service Tax	Service Tax	
7	Certificate Details	Resident Fund Certificate	Resident Fund Certificate	

<ul style="list-style-type: none"> → View Live Auction → View Auction History Bid Management → Bid History Survey Management → FeedBack 	<table border="1"> <thead> <tr> <th colspan="4">Work Item Details</th> </tr> </thead> <tbody> <tr> <td>Title</td> <td colspan="3">Tender for Catering Services</td> </tr> <tr> <td>Work Description</td> <td colspan="3">Tender for Catering Services</td> </tr> <tr> <td>Pre Qualification Details</td> <td colspan="3">Mentioned as per NIT</td> </tr> <tr> <td>Independent External Monitor/Remarks</td> <td colspan="3">NA</td> </tr> <tr> <td>Show Tender Value in Public Domain</td> <td colspan="3">Yes</td> </tr> <tr> <td>Tender Value in ₹</td> <td>60,00,000</td> <td>Product Category</td> <td>Hotel/ Catering</td> </tr> <tr> <td>Contract Type</td> <td>Tender</td> <td>Bid Validity(Days)</td> <td>90</td> </tr> <tr> <td>Location</td> <td>CCS NIAM</td> <td>Pincode</td> <td>302033</td> </tr> <tr> <td>Pre Bid Meeting Address</td> <td>CCS National Institute of Agricultural Marketing, Tonk Road, Near sanganer, Pratap Nagar, Bambala, Jaipur</td> <td>Pre Bid Meeting Date</td> <td>14-Jul-2020 09:00 AM</td> </tr> <tr> <td>Should Allow NDA Tender</td> <td>No</td> <td>Allow Preferential Bidder</td> <td>No</td> </tr> <tr> <td colspan="4">Critical Dates</td> </tr> <tr> <td>Publish Date</td> <td>09-Jul-2020 11:00 AM</td> <td>Bid Opening Date</td> <td>30-Jul-2020 09:00 AM</td> </tr> <tr> <td>Document Download / Sale Start Date</td> <td>09-Jul-2020 11:30 AM</td> <td>Document Download / Sale End Date</td> <td>29-Jul-2020 09:00 AM</td> </tr> <tr> <td>Clarification Start Date</td> <td>09-Jul-2020 01:00 PM</td> <td>Clarification End Date</td> <td>13-Jul-2020 09:00 AM</td> </tr> <tr> <td>Bid Submission Start Date</td> <td>09-Jul-2020 04:00 PM</td> <td>Bid Submission End Date</td> <td>29-Jul-2020 09:00 AM</td> </tr> </tbody> </table>	Work Item Details				Title	Tender for Catering Services			Work Description	Tender for Catering Services			Pre Qualification Details	Mentioned as per NIT			Independent External Monitor/Remarks	NA			Show Tender Value in Public Domain	Yes			Tender Value in ₹	60,00,000	Product Category	Hotel/ Catering	Contract Type	Tender	Bid Validity(Days)	90	Location	CCS NIAM	Pincode	302033	Pre Bid Meeting Address	CCS National Institute of Agricultural Marketing, Tonk Road, Near sanganer, Pratap Nagar, Bambala, Jaipur	Pre Bid Meeting Date	14-Jul-2020 09:00 AM	Should Allow NDA Tender	No	Allow Preferential Bidder	No	Critical Dates				Publish Date	09-Jul-2020 11:00 AM	Bid Opening Date	30-Jul-2020 09:00 AM	Document Download / Sale Start Date	09-Jul-2020 11:30 AM	Document Download / Sale End Date	29-Jul-2020 09:00 AM	Clarification Start Date	09-Jul-2020 01:00 PM	Clarification End Date	13-Jul-2020 09:00 AM	Bid Submission Start Date	09-Jul-2020 04:00 PM	Bid Submission End Date	29-Jul-2020 09:00 AM
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CH.CHARAN SINGH NATIONAL INSTITUTE OF AGRICULTURAL
MARKETING

Notice Inviting E-tender

E-tenders on behalf of **the Director General, NIAM Jaipur** , are invited in Two bid system i.e. Qualifying/Technical bid and Financial bid for Catering from registered Agency for catering services from those who have adequate experience in the subject work. Details of the scope of work, schedule of requirements and special terms & conditions of the contract are given as under:

The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of not more than six months at a time (upto a maximum of one year) on review of performance, depending upon the requirements and administrative conveniences of the office.

- i. The tender documents can be downloaded from the website of <http://eprocure.gov.in> or www.ccsniam.gov.in**
- ii. The intending and eligible bidders may submit the tenders online at <http://eprocure.gov.in> in two bids systems {i.e. (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. **Tenders are to be submitted online** only using the e-procurement portal <http://eprocure.gov.in>**
- iii. The Bidders who have not enrolled/registered in e-procurement portal should enroll/register before participating through the website <https://eprocure.gov.in>. The portal enrolment is free of cost.**
- iv. Interested bidders may submit their quotation online on <https://eprocure.gov.in> as per the tender document in the websites <http://eprocure.gov.in/eprocure/app>. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded alongwith the Tender Documents. Tender sent by any other mode will not be accepted. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever .Any corrigendum/addendum regarding this tender will be available on the above said website only.**

- v. Demand Draft for an amount of **Rs. 1000/- (Rupees: One Thousand only/-)** (non-refundable) from Nationalized/scheduled bank drawn in favor of **Director General, NIAM, Jaipur** has to be submitted before opening of bids to this office (Scanned copy of DD to be uploaded online) towards tender document fee, failing which the bid will be rejected. Bidders are requested to write their name and full address at the back of the Demand Draft.
- vi. The applicant has to deposit Earnest Money (EMD) of Rs. **100000/- (One Lakhs only/-)** in the form of a Demand Draft from Scheduled / Nationalized Bank drawn in favor of **Director General, NIAM, Jaipur** and it has to be submitted before opening of bids to this office (Scanned copy of DD to be uploaded online) towards EMD failing which the bid will be rejected. Bidders are requested to write their name and full address at the back of Demand Draft.
- vii. The aforesaid DDs towards cost for Tender document and EMD should be submitted to the tender inviting authority i.e., **Director, CCS NIAM Jaipur** by post in advance or submitted at the time of opening of bids.
- viii. The duly filled-in tender documents shall not be accepted if they are not accompanied by the scanned copy of the demand draft/Pay order towards the Tender fee and the requisite bid security (EMD).
- ix. The Technical Bids will be opened online by a Tender Opening Committee of this Office. At the first stage the technical bids shall be evaluated by the Tender Evaluation committee (TEC) constituted for the purpose by the office. At the second stage, the Financial Bids of only those bidders who qualify in the technical bid will be opened. The Tender Evaluation Committee (TEC), after evaluation of the Financial Bids, will give its specific recommendation(s) regarding the lowest responsive bid, which is to be selected along with a comparative statement duly signed by the Members of the TEC.
- x. This Office reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the **Director General** in this regard shall be final and binding on all.
- xi. The Bidder is expected to examine all instructions, forms, specifications, terms and conditions in the Bid Documents. Failure to furnish all information and documents required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in

every respect will be at the Bidder's risk and shall result in rejection of the bid

-Sd-

Director & Admn. I/C

SECTION - II

INSTRUCTIONS FOR ONLINE BIDDERS

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at <https://eprocure.gov.in>. The bidders must carefully follow the instructions:

- 1.** Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2.** Bidder should do the enrolment in the e-Procurement site using the “Click here to Enroll” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.
- 3.** Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
- 4.** Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC/SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.
- 5.** The DSC that is registered with the portal only should be used by the bidder and should ensure safety of the same.
- 6.** Contractor / Bidder may go through the tenders published on the site and download the required tender documents/ Annexures for the tenders he/she is interested.
- 7.** Afer downloading /getting the tender document/ Annexures/ Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.

- 8.** If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum / Addendum published, if any, before submitting the bids online.
- 9.** Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e-Token/Smart Card to access DSC.
- 10** Bidder selects the tender which he/she is interested in by using the search option & then moves it to the „my tenders“ folder.
- 11** From my tender folder, he/she selects the tender to view all the details indicated.
- 12** It is construed that the bidder has read and agreed all the terms and conditions before submitting their offer. Bidder should go through the tender Annexure and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.
- 13** Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/Annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded, through online for the tenders, should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidder's Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.
- 14** Bidder should take into account the corrigendum / Addendum published from time to time before submitting the online bids.
- 15** The Bidders can update, well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

- 16** Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the same should be uploaded as part of the offer.
- 17** While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18** The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- 19** The details of the DD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20** The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21** The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.
- 22** If the price bid format is provided in a spread sheet file like **BoQ xxxx.xls**, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/ BOQ template must not be modified /replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 23** The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24** After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be

printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

- 25** The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the E tender system. The bidders should follow this time during bid submission.
- 26** All the data entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27** Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28** The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29** The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30** Filling all the fields in both qualifying and financial bids is mandatory. Incomplete bid will summarily be rejected at the discretion of the Department.
- 31** All the communications from this office to the bidders regarding every stage of tender processing activity will be sent through email registered in CPP by the bidder. Therefore the bidders are requested to regularly check their email.

SECTION - III

GENERAL TERMS AND CONDITIONS

- 1. Parties:** - The parties to the Contract are the Contractor (the tenderer to whom the work is awarded) and the Director General, NIAM Jaipur.
- 2. Addresses:** - For all purposes of the contract including arbitration there under, the address of the Contractor mentioned in the tender shall be final unless the Contractor notifies a change of address by a separate letter sent by registered post to the CCS NIAM, Jaipur. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 3. Cover – 1 Earnest Money Deposit (EMD):**
 - a)** Tender Fees an amount of **Rs. 1000/- (Rupees: One Thousand only/-)** (non-refundable) and Earnest Money of **Rs.100000/- (One Lakhs only/-)** shall be paid by Demand draft, drawn on any Nationalized or Scheduled Bank in favour of **Director General, NIAM, Jaipur** payable at Jaipur as mentioned in the notice inviting e-tender. Tender fees and Earnest Money in cash or in the form of cheque or in any other form will not be accepted.
 - b)** The Earnest Money of the tenderer will be refunded without interest within reasonable time after final decision of the tender, normally within three months from the date of opening of tenders.
 - c)** Request for transfer of any previous deposits such as previous earnest money or security deposit or payment of any pending bill for transfer towards earnest money shall not be entertained.
 - d)** Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates the aforesaid amount of earnest money will be forfeited.
 - e)** The tenders without Earnest Money Deposit will be summarily rejected.
 - f)** No claim shall lie against the Government/ Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

- 4. Period of validity of Bid:** Bid shall be valid for 90 days after the date of opening of bids.
- 5. Period of Contract/Duration :** The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of not more than six months at a time (upto a maximum of one year) on review of performance, depending upon the requirements and administrative conveniences of the office
- 6. Preparation and Submission of Tender :**

The tenders have been invited under **two bid systems i.e. Qualifying Bid and Financial Bid**. The necessary documents should be uploaded in the <https://eprocure.gov.in/> portal as per the guidelines mentioned in the portal.

Below are the documents to be up loaded by bidder at the time of submitting bid online.

Cover-2: Technical bid (The list of the documents to be uploaded)

- i.** Bid Form/Tender form and Declarations/Letters
- ii.** Self-Attested copy of Registration of firm/company.
- iii.** Self-Attested copy of Experience certificate issued by Central/State Government/Public Sector companies for one year or more during the last five years (if applicable).
- iv.** Self-Attested copy of PAN card of firm/company/individual.
- v.** Self-Attested Copy of the IT return filed for the last financial year.
- vi.** Self-Attested Copy of Goods Service Tax (GST) registration certificate.
- vii.** Copy of DD of EMD as stipulated vide clause 3 of section-III above.
- x.** Copy of DD for the cost of bid document.

All the documents mentioned above are for establishing the eligibility and non-submission of these documents will result in rejection of the tender. Original of all such documents shall be liable to be produced for verification, failing which such documents shall be rejected.

Cover-3 : Financial bid

The quotation should be filled in the financial bid document downloaded from CPP portal (BOQ.xls sheet) and the same should be to be uploaded.

7. Signing of Tender :

Individual signing the tender or other documents connected with contract must specify whether he signs as

- a)** A “sole proprietor” of the concern or constituted attorney of such sole proprietor.
- b)** A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- c)** Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a Company.

Note :

(1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney.

(2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties, the tender and all other related documents must be signed by all partners of the firm.

(3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid on behalf of such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Director General, CCS NIAM, Jaipur may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(4) All the pages of tender should be serial numbered, signed by the bidder and affix his firm’s stamp at each page of the tender document and all

its Annexures as the acceptance of the offer made by the tenderer will be deemed as a contract . NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.

8. Technical/Qualifying Bid :

- a) The Technical bid should be submitted online in cover-2 mentioned above.
- b) All documents asked must be uploaded as part of Technical/Qualifying bid.

9. Financial Bid :

- a) The Financial Bid should be submitted online in cover-3 mentioned above. The Financial Bids of those bidders who are found qualified, will be opened on a specified date and time to be intimated to the respective bidder by e-mail registered by them in CPP. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Financial Bids.
- b) The rates quoted shall be firm and final for the entire period of contract.
- c) Terms of payment as stated in the Tender Document shall be final.
- d) At the time of payment of bills, the income tax and other taxes, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

10. Security Deposit :

- a) The successful tenderer will have to deposit a performance security (security deposit) for an amount of 5% (Five percent) of the value of the contract in the form of a Bank Guarantee for the validity period of 15 months. The Security Deposit will not be adjusted against any payment due to the firm from the Department or the Central Government.
- b) The Security Deposit can be forfeited, **wholly or partly**, by order of the competent authority in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said security deposit as may be considered to sufficient to cover any incorrect or excess

payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

- c) A letter of intent will be issued to the successful bidder/bidders. Successful bidder shall have to submit a performance security bond within 14 (fourteen) days from the issue of the letter of intent, from scheduled bank as per the format given.
- d) The final work order will be issued only after the production of the performance security bond and EMD of successful bidder shall be refunded within a week of the receipt of the performance security bond.

11. Penalties :

If the firm fails to complete the project within the specified/Delivery period, a penalty shall be imposed and the amount of penalty shall be recovered from the balance payment of the firm.

- a) In case of shortfall in performance, viz non providing of food items as per scope of work, using of substandard material and poor food quality a penalty shall be imposed and deducted from the bills of the firm for the relevant month. The penalty shall be as under:
 - (i) Rs. 5000/- on first occasion.
 - (ii) Rs.15,000/- on second occasion
 - (iii) Rs.25,000/- on third occasion.
- b) Further, non-cleaning of canteen area, dining hall and outer periphery and non-lifting/disposal of garbage from outer periphery and its transportation to appropriate facility will attract a fine of Rs. 5000/- (Rupees Five Thousand only) on each occasion.
- c) These deductions in a month's bill can be represented against within fifteen days from the receipt of payment for a particular month.

12. Subletting of Work:

The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing from the competent authority, which the authority will be at liberty to refuse if he thinks fit.

13. Terms of payment :

- a) No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.
- b) The contractor shall submit the monthly bill in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.
- c) All payments shall be made by RTGS/NEFT using PFMS.
- d) The competent authority shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in this tender.
- e) The term “payment” mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.
- f) Wherever applicable all payments will be made as per rate schedule of payments stated in Section-VI of the submitted Commercial bid of the successful bidder.

14. Termination of Contract:

Termination for defaults: The Institute may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Agency, Moreover, the contract may be terminated on mutual consent by giving one-month notice in advance, terminate the contract in whole or in part:

- a) If the Agency fails to deliver any work within the time periods specified in the contract, or any extension thereof granted by the Institute;
- b) If the Agency becomes bankrupt or otherwise insolvent.
- c) If the Agency, found in fraudulent practices against the institute.
- d) And any of its acts spoil to the integrity of the Institute, by any means.

Termination for Insolvency : The competent authority may at any time terminate the Contract by giving written notice to the contractor, without compensation to the contractor. If the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such

termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the CCS NIAM Jaipur.

15. Agreement:

The successful bidder will have to enter an agreement on non-judicial stamp paper of Rs.500/- initially for a period of one year, further extendable subject to clause 5 of section-III. Cost of execution of agreement shall be borne by the contractor. Final work order shall be issued only after execution of the agreement by the successful contractor. Apart from other things, all clauses of this tender document shall form the integral part of the agreement.

16. Arbitration:

If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. In the event of any question, dispute or difference arising under the agreement or in connection there the same shall be referred to Director General, CCS NIAM Jaipur. The arbitration proceedings shall take place at Jaipur, Rajasthan.

17. Force Majeure:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the purchaser as to whether the supplies/services have been so resumed or not shall be final and conducive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

SECTION - IV

(TENDER SPECIFIC TERMS AND CONDITIONS)

Scope of work

S. No.	Dining Facility	No. of Diners	Available Facilities
1	Students	120 Students (approx.),	Dining Hall with seating capacity around 120 Table Covers. Institute will provide cooking vessels, Bain-Marie, Grinder, Deep-Fridge, R.O. System, Water Cooler, Exhaust Fan, etc. Apart from above, any other items if required, will be arranged by the bidder for effective service.
2	Trainees & others	Approximate numbers of on campus trainees provided by the Institute in advance based on need	

- (i) All the furniture/fixture and Utensil as mentioned above will be provided by the Institute in O.K. Condition. During the contract period, if any, furniture/fixture and Utensil are damaged, the contractor will be responsible for repairing of all the items.
- (ii) The Caterer shall provide catering services as given in the menu at appendix A. The cost would include fuel cost, procurement of grains, pulses, spices and vegetables and fruits of good quality and other items. Further, the cost of these raw materials shall be inclusive of loading and unloading, transportation, statutory taxes including service tax, duties, and all other levies for which no additional cost is payable or reimbursable by the Institute.
- (iii) The water used while cooking must be R.O. Water. Water will be provided by the Institute for both cooking and drinking at no extra charges. However, for the temporary arrangement till finalization of R.O. System in the Institute, the Cooking and drinking water (20 liters Jars, R.O. Water) will be arrange by the contractor for entire campus including Boys & Girls Hostels, Academic Block, Convention Center, VIP Guest House and the

cost will be borne by the Institute. A separate register will be maintained by the Contractor for consumption of drinking water.

- (iv) Usage of water drinking/cooking shall be judicious and any wastage will attract extra charges. The Institute shall provide electricity to the Caterer for the exclusive purpose of running the dining facilities.
- (v) The crockery must be good grade certified (as per the norms of the licence issuing authority), either be stainless steel or any other, but must be approved by the Institute. Plates, Cups, Tumblers and Spoons etc. for serving food will be provided by the bidder. The Caterer should be solely responsible for the arrangements of gas refills (commercial) and their safety and supply of Gas/Fuel from his own resources.
- (vi) No single use plastic or disposable will be used by the contractor only hygienic disposable can be use as and when required after the approval of the mess Committee. If, any discrepancy will be occurred from the contactor side for using of single use plastic or disposable a penalty will be imposed on the recommendation of mess Committee.
- (vii) The crockery and cutlery for any other programme or function the arrangement of utensil will be different and must be arranged by Service Provider. If required there must be buffet setup will also be made by Service Provider.
- (viii) The Caterer shall use only standard raw materials (ISI, Agmark), fresh fruit & vegetables for preparing the food. The cooking medium should be either sunflower oil or equivalent and oil, desi ghee or butter must be expiry date. An officer deputed for Quality Control Supervisor will check all material brought to the mess as well as cooking practices. In the event of the quality of the food served being poor or not – **adhering to contractual conditions the Institute will be free to impose monetary fine as deemed fit on the caterer.** Such fines imposed will be adjusted against the payment due to the caterer. Products of expiry date should not be used/kept in the Kitchen. Keeping the mess premises clean and hygienic is the responsibility of the Caterer. The Caterer shall be responsible for the proper conduct of the behavior of the employees engaged.
- (ix) **Staff employed should wear aprons along with a name tag** and deployed staff should be medically examination and certificate submitted to the Institute. Non service, poor service adulteration and bad quality of food would result in deduction of payment and could lead to cancelation of contract.
- (x) No Room service of cooked food is allowed. If any demand raised by the student or any other official, it the entire responsibility of the contractor to

get approval from the authority. Room service is allowed to sick persons, subject to approval by Mess Committee.

- (xi) All the raw material must be labeled including materials kept in open or in refrigerator.
- (xii) A break up of all inclusive daily rate (inclusive of fuel, cost of procurement of rice, wheat and all other provision, vegetables, fruits, water unloading and loading, transportation, storage, labour, all statutory taxes including service tax, duties and levies etc.), per person per day should be quoted in the tender. The Institute will not pay any other charges for the catering services provided.
- (xiii) When circumstances warrant the Caterer should be equipped to simultaneously cater to students, trainees and delegates at a notice of 24 hours. Similarly, fluctuations in strength during 2 months vacation period shall have to be factored in for which canteen may need less man power.
- (xiv) The Caterer shall not make or permit any construction or structural alteration of additional fitting inside the premises of the work place without prior written approval of the authorities.
- (xv) The Caterer shall vacate the leased premises with all fixtures, furniture etc., which are the Institute's property in the conditions as they were handed over to him. Any damage of the property is liable to be recovered from him.
- (xvi) The Caterer shall be responsible for all the repairing and maintenance of utensil, cooking, electric equipments during the contract period.
- (xvii) The employees cannot reside in the place of work except to the extent necessary for their duty after obtaining formal approval from the Institute.
- (xviii) The Caterer should ensure from time to time at least bi-annual that all the employees of cater working in the Institute are free of communicable diseases. Medical certificate to this effect should be made available for inspection to authorities of NIAM.
- (xix) The Caterer is solely responsible for the payment of minimum wages for their employees as per rules of the Government of India including P.F. and E.S.I. The record of duty hours and pay structure shall be maintained as per rules for inspection by authorized government personnel and NIAM meeting statutory and non – statutory obligations.
- (xx) The contractor shall provide personal details of their employees (Cooks, waiters, and helpers etc.) to the institute. The employees of the contractor shall be provided Identity cards/badges by the contractor.

- (xxi) The contractor shall remove garbage from kitchen and dining hall etc. daily at his own cost and dump / dispose-off at specified place out-side NIAM. The kitchen cleaned twice daily.
- (xxii) Authorized official of NIAM may taste the food to keep a check on the quality of food being prepared and supplied. No charges will be paid to the Contractor in this regard.
- (xxiii) All the Rules & Regulations regarding hygiene, health etc. issued by the State Municipal Corporation or any other authority shall be strictly adhered to by the Contractor. The contractor will be required to indemnify the Institute against any loss or damage on this score.
- (xxiv) Institute will inform the caterer in advance (at least 24 hours in advance) about the absence/tour of students for which no food is to be cooked/served. No payment will be made for such students/persons.
- (xxv) Approved tender rates will be applicable for providing food for trainees & delegates at NIAM on per day, per persons basis.
- (xxvi) Contractors having at least 3 years satisfactory experience of providing catering services in a reputed institutions with hostel facility where regular daily catering services are being rendered for a minimum of 100 persons with an annual turnover of Rs. 80 Lakh in each of the last three years.
- (xxvii) The Bidders must be registered with EPF Department, ESI Department, Food license and must have PAN. The bidder should have a license also under Contract Labour (Regulation & Abolition) Act – 1970, and if applicable.
- (xxviii) The Bidders must have an authenticated documentary evidence certifying annual turnover of at least of Rs. 100 Lakh for each of the last three Financial years. The Bidders may visit the Institute to take an idea of the job to be undertaken.
- (xxix) Bidder should attach Bankers solvency certificate from a scheduled/nationalized bank.
- (xxx) The service provider should not have been black-listed by any Central/State Government Agency. A declaration to this effect on the letter head of the firm should be submitted along with technical bid.
- (xxxi) **Taxes & Duties:** Quoted prices should be exclusive of all taxes, **GST (GST will be applicable as per Govt. of India Rules)** . Please note that the responsibility of payment of **GST** lies with the Service Provider only. Rate of taxes and duties shall be paid as applicable during the admissible delivery period.

(xxxii) However, if any glaring shortcomings or deficiencies are noticed during the contract period or any other contractual dispute, the contract can be terminated giving one month notice. The decision of Director General, CCS NIAM or his authorized officer shall be final and binding.

(xxxiii) If the contract is terminated on the grounds of glaring shortcomings or deficiencies during the tenure including extended tenure, if any, the Department shall have all rights to make suitable alternative arrangements for a period of 45 days from the date of such termination or till a new tender is finalized whichever is earlier and the difference in cost, if any, will be borne by the contractor.

(xxxiv) Undertaking of Price reasonability: The vendor shall submit an undertaking of price reasonability that the price quoted in the price bid is reasonable and not more than as charged to other Private as well as Govt. organizations for similar supplies. If it has been approved by the CCSNIAM, Jaipur and if at any stage it has been found that the quoted rates are higher than the rates applicable for similar supplies then in such condition CCSNIAM, Jaipur, will have the right to cancel the approved rates and to take legal action against the tenderer.

(xxxv) Termination for defaults: The Institute may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part:

- a) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or
- b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser.
- c) If the supplier becomes bankrupt or otherwise insolvent.
- d) If the supplier, found in fraudulent practices against the Institute.
- e) And any of its acts spoil the integrity of the Institute, by any mean.

Moreover, the contract may be terminated on mutual concern by giving one month notice in advance.

(xxxvi) Other Terms & conditions:

- (a) The Institute reserves the right to accept any bid, or reject all or any bid at its sole discretion without assigning any reason whatsoever. NIAM reserves the right to reject the contract without assigning any reason.
- (b) The contract shall normally be awarded to a single firm whose consolidated bid value is lowest and fulfilling all the terms and conditions of the tender.

- (c) NIAM shall have no liability, financial or otherwise, for any harm/damage/injury caused to the manpower/machinery deployed by the firm in the course of performing contractual work. Neither the firm nor its workers shall have any claim against NIAM for compensation or financial assistance on this account.
- (d) The agency will ensure that the entire work should be completed within the specified time frame.
- (e) The quantity and quality of work/items should be as per specification of the work. If any deficiency found at any stage, NIAM will be free to impose penalty as deemed fit by the NIAM Authority.
- (f) It shall be obligatory on the part of the contractor to carry out the work under his direct supervision and control and under no circumstances the work shall be assigned to sub- contractor.
- (g) **Arbitration Clause:**
- NIAM reserves the right to terminate the contract in whole or part at any time during the contract period without giving any notice or without quoting any reason if the services/ material of the contractor are not found satisfactory. In all matters of dispute relating to the contract, the decision of the Director General, NIAM in both cases shall be final and binding on the contractor.
 - All matters/disputes pertaining to the tender and resultant contract shall be settled by the Director General, NIAM or Officer nominated by him/her for the purpose. The contract terms are interpretable under the applicable Indian Law subject to the jurisdiction of Jaipur only.
- (h) The contractor shall be responsible for required contributions towards P.F., Pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to NIAM and shall deposit these amounts on or before the prescribed dates.
- (i) Employment of child labour (below the age of 18) is totally prohibited. It is the responsibility of the Caterer to comply with all formalities of labour Laws including obtaining necessary labour license.
- (j) All necessary certified documents in support of the details must accompany the technical bid. The bid is liable to be rejected in case documents are not enclosed or documents are incomplete or in case any certification/ registration has already expired but is yet to be renewed. Only essential and necessary documents to be enclosed. Please avoid enclosing extraneous and irrelevant documents not required for the purpose.

- (k) The firm shall be responsible for making timely payment of due wages to the workers employed, depositing of EPF with EPFO through ECT and ESI contribution. A copy of ESI Challan and ECR indicating name of the workers with their EPF contribution will be submitted by the firm to the Institute, as proof. If any complaint is received with regard to these matters, the action will be taken against the firm and concerned authorities will be asked to take legal action against the firm.
- (l) The damage caused, if any, to Institute property through the acts of the firm and/or by its workers shall be made good by the agency and decision of the Institute in this regard shall be final and binding.
- (m) If any dispute arises between the firm and its manpower in the matter of wages or any service conditions the same will be settled amongst the agency and the workers engaged by it. This Department in no case shall be a party to such a dispute. It shall be the responsibility of the firm to comply with the provisions of all Acts and Government instructions. "If any statutory provision of any statute is violated in general concerning the work force employed and in regard to welfare of the personnel engaged for the work in particulars, then the performance security will be confiscated and firm will be blacklisted".
- (n) The Institute shall have no liability, financial or otherwise, for any harm/damage/injury caused to the manpower/machinery deployed by the firm in the course of performing work of this Institute. Neither the firm nor its workers shall have any claim on this Institute for compensation or financial assistance on this account.
- (o) The personnel deployed by the Caterer should not have any Police records/criminal cases against them. The Caterer should make adequate enquiries about the character and antecedents of the persons whom they are deploying. The Caterer will provide the police verification forms of the personnel's employed by him within fifteen days of award of contract. The contractor will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The deployment shall be furnished to the Department as may be required. The overall deployment shall be under supervisor (s) whose full details including the contact numbers shall be furnished to the Institute.
- (p) The Caterer's personnel shall not claim any benefit/ compensation/ regularization/ absorption of services from/ in this Department under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 etc. Undertaking from the persons to

this effect shall be required to be submitted by the service provider to this Department.

- (q) The Caterer's personnel shall not divulge or disclose to any person any details of office, operation process, technical know-how, security arrangements, administrative and organizational matters as all of these are confidential in nature.
- (r) The Caterer should provide suitable replacement in case of absence of personnel.
- (s) The service charges/rates quoted by the Agency shall be fixed for the period of the contract and no request for any change/modification shall be entertained before expiry of the period of the contract.
- (t) The personnel deployed by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their wages every month. There is no Master and servant relationship between the employees of the service provider and the Government / Department and further that the said personnel of the service provider shall not claim for any employment or absorption in the Government by virtue of their engagement for this work.
- (u) The Caterer shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks/drugs, chewing of paan/Gutka, smoking, using speakers for listening to music and loitering without any work.

Declaration by the Contractor

It is confirmed that I/we have fully understood the scope of work and all other requirements as per the given details in the Tender. We hereby agree to the General as well as Special Terms and Conditions of the Contract as detailed in the tender document. This offer is valid up to 90 days from the date of opening of the technical bid.

(Signature of authorized representative of the firm)

Stamp/ Seal of the firm

TENDER FOR CATERING SERVICES

TECHNICAL BID

S.No.	Description	Details to be given by the Bidder
1.	Firm's Name and Full Postal Address	
2.	Name of the representative of the firm and his Telephone/Mobile No.	
3.	Date of Firm's Registration with details.	
4.	Firm's details (Corporate Body, Company, Proprietorship, Partnership etc.)	
5.	Service Tax Number	
6.	EPF Registration Number	
7.	ESI Registration Number	
8.	PAN Number	
9.	Labour License No.	
10.	Food License No.	
11.	Whether BIS/ISO certified. Give	
12.	Whether the firm is medium, small or micro enterprises empanelled with MSME or larger enterprise or otherwise.	
13.	Present/past experience in the field (Pl. enclose the experience certificate as per para 3 of Annexure II)	Experience certificate should be enclosed.
14.	List of additional equipments and utensils to be brought by the vendor must be attached except the list of equipments and facility shown at Sr. No. 1 of Annexure-I	List should be enclosed.
15.	List of the manpower according to the cadre	List should be enclosed.
16.	Financial status i.e. Annual turnover details. (Audited accounts & balance Sheet from CA shall be attached)	2016-17: Rs. _____ 2017-18 : Rs. _____ 2018-19 : Rs. _____

Note: All necessary certified documents in support of the details must accompany the technical bid. The bid is liable to be rejected in case documents are not enclosed or documents are incomplete or in case any certification/ registration has already expired and yet to be renewed. Only essential and necessary documents to be enclosed. Avoid enclosing extraneous and irrelevant documents not required for the purpose.

It is confirmed that we have fully understood the scope of work and all other requirements as per the given details in the Tender. We hereby agree to the General as well as Special Terms and Conditions of the Contract as detailed in the tender document. We undertake that the documents enclosed herewith are genuine and no material/facts have been concealed or suppressed. We have not been blacklisted by any Government organization in this field. We also understand that the contract is liable to be cancelled if found to be obtained through fraudulent means or by concealment of information/facts. We also certify that the price quoted in the price bid is reasonable and not more than as charged to other.

(Signature of authorized representative of the firm)
Stamp/ Seal of the firm

Menu for Student and Training Participants

Day	Tea	Breakfast	Tea	Lunch	Tea	Evening Snacks	Dinner	Milk
Timing	6.30 A.M.	8.00- 9.30 A.M.	10.30 A.M.	1.00 -2.30 P.M.	4.00 P.M.	5.00-6.00 P.M.	8.00-9.00 P.M.	10.00 P.M.
Monday	Tea	Dosa, Sambhar Chutney	Tea with assorted cookies/ biscuits and different type of namkeens	Rice, Chana Dal, Seasonal Vegetables. Matar Paneer, Raita, Seasonal fruit	Tea with assorted cookies/ biscuits and different type of namkeens	Tea/Coffee with Samosa or Kachori or Bread Pakoda	Rice Mutton, Moong Dal, Shimla Mirch, Mixed Veg. Gulab Jamun	Milk with Tea Bag & Coffee sachets
Tuesday		Chhola- Bhatura		Jeera Rice, Masur Dal, Seasonal Veg. Curd, Seasonal fruit		Rice Tadka Dal, Palak Panner, Mitha Kadoo ki Sabji, Chhenna Ki Mithai		
Wednesday		Plain paratha, aalooki sabji		Pulao, Rajma Dal, Seasonal Vegetables, Boondi ka Raita, Seasonal fruit		Rice Mixed Dal, Chiken Butter Masala, Paneer Butter Masala, Gatta Ki Sabji, Fruit Custard,		
Thursday		Pao Bhaji		Jeera Rice, Moong Dal, Seasonal Vegetables, Chhola Paneer, Curd, Seasonal fruit		Rice Egg curry, Soyabeen, Bangan Bharta, Sewai Kheer		
Friday		Idli, Sambhar Chantey		Rice, Curry Pakoda, Seasonal Vegetables, Fruits Raita, Seasonal fruit		Fried Rice, Veg. Manchurian, Noodles (Vegetarian and chicken), Sesame Paneer, Rasgulla		
Saturday		Aloo Paratha, Curd		Rice Masoor Dal, Mixed Veg. Dam Aaloo, Curd, Mixed fruit chat		Rice, Dal Fry, Mashroom curry, Fish, Beans ki Sabji, Chilled Rice Kheer		
Sunday		Puri,Kala Chana Sabji		Chicken Briyani, Veg Biryani, Mixed Dal, Panneer Butter Masala, , curd,		Pasta, Pizza (veg and non veg), Choco Browni with vanilla ice cream or Gajjar Ka Halwa		

Note:

- Tea will be served at 6.30 am at both Hostel's reception area.
- 2 piece of Egg, Bread, Butter, Jam, Milk, Pickle, cornflakes will be served daily in breakfast.
- Hot chapatti, green salad, papad, pickle will be served in lunch and dinner daily.
- Milk will be served daily after dinner at 10:00 PM (Hostel) with tea bags and coffee sachets.
- Seasonal vegetables : Lady-finger(भिंडी), Round Gourd (टिन्डा), Bitter Gourd (करेला), Guar Phali (ग्वार फली), Cauliflower(गोभी), Gourd (लौकी), Brinjal(बैंगन), Beans(बीन्स), Cucumber(खीरा), Arbi(अरबी), Jackfruit(कटहल)

Signature of Contractor / Authorized Person with stamp

Financial Bid

Note: No need to fill the financial bid here. You are required to submit BOQ in excel format online

1. Financial Bid as per menu for summer session from April to October
2. Cost per person per day as per Appendix-A (Rs./-)(Rs. In words)

S. No.	Items	Rate
1.	Bed Tea (6:30 am as per Appendix-A)	
2.	Breakfast (8:00 to 9:30 am as per Appendix-A)	
3.	Tea (10:30 am as per Appendix-A)	
4.	Lunch (1:00 to 2:30 pm as per Appendix-A)	
5.	Tea 4:00 pm as per Appendix-A)	
6.	Evening Snacks (5:00 to 6:00 pm as per Appendix-A)	
7.	Dinner (8:00 to 9:00 pm as per Appendix-A)	
8.	Milk (10:00 pm as per Appendix-A)	

3. Special Lunch/Dinner : Items mentioned as per Appendix A + Two Sweets Rs..... per person per Lunch/Dinner
4. High Tea (Tea/Coffee, wafers/cookies/salt Indian snacks and sweet snacks)
(Rs./-)(Rs. In words)
5. Coffee 100 ml Rs...../- with biscuits.
6. Fruit Juice 150 ml Rs./-
7. Soup : Tomato/veg Rs...../-
8. Prawn/Fish Rs...../- per person
9. 20 Lit Jar RO water FSSAI certified (for cooking and drinking)
Rs..... Per Jar

(Signature of authorized representative of the firm)
Stamp/ Seal of the firm