

# **TENDER DOCUMENT**

## **FOR**

# **CATERING SERVICES**

**NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION  
(NITS)  
BUREAU OF INDIAN STANDARDS  
A-20, 21, INSTITUTIONAL AREA  
SECTOR 62  
NOIDA 201301**

**Tel: 0120-4670232 FAX: 201-4670227  
e-Mail: [nits@bis.org.in](mailto:nits@bis.org.in) Web: [www.bis.org.in](http://www.bis.org.in)**

**NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION (NITS)**  
**BUREAU OF INDIAN STANDARDS**  
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NITS No.: TI/G-50:4

Date: 24 July 2015

**TENDER NOTICE  
FOR  
CATERING SERVICES**

**NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION** invites sealed tenders under **two-bid** system from reputed and experienced agencies for providing Catering Services at the above address.

The interested agencies are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing “Technical Bid” and Sealed Cover-II containing “Financial Bid” should be placed in a third sealed cover superscribed “Tender for Catering Services” and should **reach NITS on or before 13 August 2015 upto 1400 h**. The technical bids shall be opened on the same day at 1500 h at NITS.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from [www.bis.org.in](http://www.bis.org.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in).

Any future clarification and/or corrigendum(s) shall be communicated through tender section.

HEAD (NITS)

**TENDER DOCUMENT****BUREAU OF INDIAN STANDARDS****QUOTATION FOR PROVIDING CATERING SERVICES TO  
NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION, NOIDA****TECHNICAL BID**(In separate sealed Cover-I superscribed as **Technical Bid**)

|   |                     |
|---|---------------------|
| 1.Name & Address of the Tenderer<br>Organization/ Agency with phone number, fax<br>number, e-mail etc   |                     |
| 2.Name and designation of contact person with<br>telephone/mobile number etc  |                     |
| 3. Experience in the work of providing<br>catering Services. Particulars of experience<br>(Attach certificates, testimonials). This shall<br>cover the details of works of similar nature,<br>approximate magnitude and duration carried<br>out and/or on hand for last 3 years along with a<br>certificate from the agency where the job was<br>carried out. | In following format |

| Sl.No. | Name of Organization<br>With complete address<br>and telephone numbers<br>to whom services provided | Period<br>From To | Contracted<br>Amount<br>(Rs per month) | Reason<br>for<br>Termination |
|--------|---|-------------------|--|------------------------------|
|--------|---|-------------------|--|------------------------------|

|  |  |
|--|--|
| 4. Organizational details :<br><br>a) Set-up of your Organization, clearly<br>indicating details of managerial,<br>supervisory and other staff, also<br>indicate the number of muster roll staff<br>available for performing this service:<br>b) Is the establishment registered with the<br>Government; please give details with<br>document/evidence.<br>c) Do you have labour licence. Please<br>provide details and attach a copy.<br>d) Undertaking of the Agency confirming<br>the availability of the adequate<br>manpower of requisite qualification and<br>experience for deployment in NITS. |  |
| 5. Are you covered by the labour Legislations,<br>such as, ESI, EPF, Gratuity Act etc.   |  |
| 6. Please give EPF No:   |  |

|  |  |
|--|--|
| ESI Code:<br>Gratuity Act Regn. No:  |  |
| 7. Are you governed by minimum wages rules of the Govt of UP. If yes, please give details.   |  |
| 8. Please attach copy of last return of Income Tax   |  |
| 9. Please attach balance sheet of the company, duly certified by Chartered Accountant for last 3 years.  |  |
| 10. PAN No. (Please attach copy)   |  |
| 11. Vat No. (Please attach copy)   |  |
| 12. Trade Licence No. (Please attach copy)   |  |
| 13. Service Tax Registration No. (Please attach copy)  |  |
| 14. Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.  |  |
| 15. Power of Attorney/authorization for signing the bid documents  |  |
| 16. Please submit an undertaking that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner. |  |
| 17. Details of the DD/Pay Order of Rs 50,000.00 towards EMD.   |  |

**Declaration by the Tenderer :**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

**Encls: 1. EMD**\_\_\_\_\_

**2. Terms & Conditions (each page must be signed and sealed)**

**3. Financial Bid.**

**(Signature of Tenderer with seal)**

**Name:**

**Seal:**

**Address :**

**Phone No (O) :**

**FINANCIAL BID**

(In sealed Cover-II super scribed “Financial Bid”)

**CATERING SERVICES**

**Rates for Food Items:-** Rates to be given without applicable taxes. The applicable taxes shall be charged separately.

| Sl. No. | Items (as per details given in Menu*)         | Rate.# | Approximate units in a year(number can increase or decrease on actual basis) | Total |
|---------|---|--------|--|-------|
| 1.      | Morning Tea/Coffee                            |        | 75x3x10= 2250  |       |
| 2.      | Breakfast                                     |        | 75x3x10= 2250  |       |
| 3.      | Mid Session Tea/ Coffee with Cookies          |        | 75x3x20= 4500  |       |
| 4.      | Mid Session Tea /coffee with Cookies & Snacks |        | 75x3x20= 4500  |       |
| 5.      | Evening Tea with snacks                       |        | 75x3x10= 2250  |       |
| 6.      | Lunch/ Dinner <b>(Veg)</b>                    |        | 75x3x20= 4500  |       |
| 7.      | Lunch/Dinner <b>(Non Veg)</b>                 |        | 75x3x10= 2250  |       |
| 8.      | High-Tea                                      |        | 12x1x50=600  |       |
| 9.      | VIP Lunch/ Dinner <b>(Non Veg)</b>            |        | 2x1x50=100   |       |
| 10.     | Any other, pl. specify                        |        |  |       |
| 11.     | <b>Total (1 to 9) (without tax)</b>           |        |  |       |

**# 1) The rates shall include the cost of manpower (including trained chef and catering staff), materials including tea kit, canteen services, fuel, cooking equipment, utensils, and crockery etc. No other charges will be paid. Exclusive manpower shall be deployed for catering operations. No manpower from housekeeping shall be diverted to catering.**

**2) The total rates given in the above list are for compression of bids. As the total units may vary during the year, the final total rates may also vary on actual basis.**

**Declaration by the Tenderer :**

This is to certify that I/We, before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Note: i) No other charges would be payable by NITS.  
ii) There would be no increase in rates during the Contract period.

\* Refer to Menu Items

**(Signature of Tenderer with seal)**

**Name:**

**Seal:**

**Address :**

**Phone No (O) :**

**Date:**

(To be made on Rs 100.00 Non-Judicial Stamp Paper)

**DRAFT AGREEMENT**

This agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ Two thousand fourteen between NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION (BUREAU OF INDIAN STANDARDS), NOIDA, as one part, hereinafter called 'NITS' and M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_ hereinafter called the 'Agency' for providing Catering services.

WHEREAS the NITS is desirous to engage the Agency for providing Catering Services for NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION at NOIDA on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI, insurance etc relating to Catering Services personnel deployed in NITS. The NITS shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at NITS. The NITS shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving two months notice on either side.
5. In case of non-compliance with the contract, the Bureau reserves its right to:
  - a) Cancel/revoke the contract; and/or
  - b) Impose penalty upto 10% of the total annual value of contract in case repeated complaint are received about quality of Food or Behaviour.
6. The Agency shall maintain good standard of food quality/services as indicated. In case the quality of food/services is not found up to the mark, a warning note shall be issued to the agency specifically indicating the discrepancy and a deduction to the extent of 20% of the billed amount for that particular instance (Tea/Meals) shall be levied on recommendation/approval of Course Coordinator/ Head (NITS). The performance of the agency will be reviewed on monthly basis and in case the services are not found up to the mark the Agency's contract will be terminated even before the expiry of contract period by giving one month's notice.
7. Security deposit equal to 10% of the Annual contract value (refundable without interest after three months of termination of contract) in the form of Pay Order/Demand Draft or Bank Guarantee shall be furnished at the time of signing of the Agreement.

8. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to their personnel deployed in NITS.
9. The Catering Services personnel deployed by the Agency will not claim to become the employees of NITS (BIS) and there will be no Employee and Employer relationship between the personnel engaged by the Agency and in NITS.
10. There would be no increase in rates payable to the Agency during the contract period.
11. The Agency agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
12. Decision of BIS in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.
13. In case of any dispute between the Agency and NITS, NITS shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at NOIDA.

THIS AGREEMENT will take effect from \_\_\_\_\_ day of \_\_\_\_\_  
Two thousand fifteen and shall be valid for one year.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Noida in the presence of the witness:

NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION  
BUREAU OF INDIAN STANDARDS

Witness:      1.  
                    2.

AGENCY

Witness:      1.  
                    2.



## ANNEX IV

### TERMS & CONDITIONS OF CONTRACT

(Annexure to Agreement)

#### **A. Information relating to submission of Bids**

1. Tenders are invited for providing Catering services as mentioned in this document in the office of NITS located at NOIDA from the agencies that fulfil the criteria given below.
2. The period of contract under the scope of work shall be initially for a period of one year, which can be further extended by mutual agreement for a period of two years on yearly basis or less with the same terms and conditions depending on satisfactory performance of the Agency and at discretion of NITS.
3. The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from [www.bis.org.in](http://www.bis.org.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in).
4. The interested agencies are required to submit the technical and financial bid separately in the format enclosed. The bids in sealed Cover-I containing “Technical Bid” and sealed Cover-II containing “Financial Bid” should be placed in a third sealed cover superscribed “Tender for Catering services” to reach NITS on or before **13 August 2015 upto 1400 h**. The technical bids shall be opened on the same day at 1500 h at NITS in presence of the bidders or their authorized representatives who choose to remain present.
5. All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.
6. A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.
7. The bidder shall pay Bid Security (EMD) of Rs 50,000.00 (Rupees Fifty thousand only) along with the technical bid by Demand Draft in favour of “BUREAU OF INDIAN STANDARDS” drawn on any Nationalized Bank payable at NOIDA. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation at any stage.
8. The bid security (EMD) shall be returned to the unsuccessful bidders after finalisation of contract without any interest.
9. As a guarantee towards due performance and compliance of the contract work, the successful bidder (agency) will deposit an amount equal to 10% of Annual Contract value towards Security Deposit by way of demand draft in favour of “BUREAU OF INDIAN STANDARDS” drawn on any Nationalized Bank payable at NOIDA.
10. The EMD deposited by successful agency will be adjusted towards Security deposit as mentioned above. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work or does not comply with other requirements for start of the contract, his bid security (EMD) shall be forfeited unless time extension has been granted by NITS.
11. The bid shall be valid and open for acceptance of the Competent Authority of NITS for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder shall be entertained.
12. To assist in the analysis, evaluation and computation of the bids, the NITS may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
13. In case two or more agencies are found to have quoted the same rates, the Competent Officer authorized by NITS shall decide about the agency to which the offer shall be granted based

on the report on the past performance of the firm, and length of experience etc. The decision of the Competent Authority shall be final.

14. The quoted rates shall be such that it takes care of the minimum wages of Govt of Uttar Pradesh and shall include all statutory obligations. The rate quoted should be consolidated and inclusive of Income Tax, Employer EPF contribution, ESI contribution etc, bonus, insurance, leave salary and any other applicable statutory contribution.
15. NITS shall reimburse the Agency to the extent of the amount of variation arising out of the upward revisions in minimum wages as per Labour Commissioner of UP above the rates mentioned in the contract and derived statutory obligations thereof provided the documentary evidence is produced by the Agency making such payments to that extent only.
16. NITS reserves the right to accept or reject any or all bids without assigning any reasons. NITS also reserves the right to reject any bid which in its opinion is non responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
17. Financial bids of only those agencies will be opened who qualify in the Technical bids.
18. The tender document is not transferable under any circumstances.
19. Lowest Bidder will be taken on the basis of minimum of rates quoted by the bidder in Financial Bids.
20. Any changes wrt this tender will be notified through website (Tender Section in [www.bis.org.in](http://www.bis.org.in) ).
21. All cost incurred in connection with submission of bids like preparation, submission, mailing, any personal visits for seeing the location, submitting the bids personally, subsequent processing etc shall be borne by the bidder. NITS will not be responsible / liable for the same regardless of the outcome of the tendering process.

## **B. Eligibility criteria for Tendering**

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted engaged in catering services, who should have required licenses issued by Food Safety & Standard Authority of India (FSSAI) (attested copy has to be attached).
2. The tenderer should have minimum **three** year experience of providing Catering service to the Department/Ministries of the Government of India/PSUs (copies of two work orders received from Govt. Deptts/PSUs during each of the last three years should be enclosed).
3. Should have minimum turnover of Rs. 25 Lacks per year during each of the last three years (copies of annual account of the three year should be enclosed).
4. Should not have been blacklisted by the Deptts/Ministries of the Govt. Of India/State Govt/PSUs (attach declaration as per Appendix IV).
5. The Bidder should have an office in proximity of NOIDA.
6. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency), pending complaints, if any, shall also be included.
7. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid (if the bidder is covered under schedule of employment under Minimum Wages Act):
  - a) PF Registration
  - b) ESI Registration
  - c) Service Tax Registration
  - d) Valid License, issued by Regional Labour Commissioner, Govt of India

## **C. SCOPE OF WORK**

Providing Catering Services at National Institute of Training for Standardization, A-20-21, Institutional Area, Sector 62, NOIDA 201301

### **C– 1 Catering services in NITS premises and related terms & conditions**

The Agency shall provide Catering Services in the NITS premises as per details given below. The services like cleaning, maintenance, disposal of garbage, provisioning of Potable drinking water or other materials/ consumables etc already included in the above clauses are also applicable under the Catering Services.

#### **Scope of Catering Services at NITS**

- 1 The Agency shall provide catering services in the Dining Area and/or administrative building premises for the guests for approximately the following number of training programmes/ events:- .

| Sl.No. | Particulars                | Estimated no. of programs/per year | Average duration of programme in days | Expected no. of participants per programme |
|--------|----------------------------|------------------------------------|---------------------------------------|--|
| 1.     | Training Programmes        | 75                                 | 3                                     | 20   |
| 2.     | Unscheduled VIP programmes | 2                                  | 1                                     | Appx 40                                    |
| 3.     | Hi Tea                     | 12                                 | 1                                     | Appx 40                                    |

Note: The above figures are indicative and may change.

- 2 **Special Events Arrangements** - NITS may arrange special events, some times at short notice, besides regular training activities in which the Agency may be required to provide additional services.

#### **3 Catering Service**

a) The Agency shall provide regular catering service to the guests/ participants in the NITS premises as per the following Menu/courses (details as per **Appendix I**):

1. Morning Tea / Coffee
2. Buffet Breakfast
3. Mid Session Tea (morning & afternoon)
4. Evening Tea
5. Buffet Lunch & Dinner
6. As and when required:
  - a. VIP Lunch/Dinner
  - b. High tea

b) For any special events, menu may be different or in addition to the normal notified menu, the rates for which shall be mutually decided prior to organizing the event.

- c) The Agency shall provide varieties in Menu/Cuisine in consultation with NITS and shall get the weekly menu approved from authorized officer of NITS.
- d) ***Agency shall provide adequate approved good quality crockery and cutlery (preferably of bone china/opal ware) and table cloth, mats etc. of superior quality in the kitchen and dining halls. Utensils for serving warm food shall also be provided by the Agency.***
- e) The Agency shall deploy chef and adequate catering staff, trained and well experienced to ensure timely, efficient and prompt service. The Agency shall provide trained manpower services both in the dining hall and Administrative building (class rooms, conference rooms, VIP Lounge and Auditorium). However, sufficient manpower shall be deployed depending upon the number of programmes/events in progress on a day to day basis. The Agency may use the pantry rooms available in the Administrative building for the purpose.
- f) Serving of potable drinking water from the source to the dispensers and water coolers placed at all locations in NITS shall be the responsibility of the Agency.
- g) The waiters/serving staff shall be well dressed, presentable, well-mannered and trained. Adequate sets of uniform shall be provided by the Agency so that they can present themselves neat and clean daily.
- h) The Agency shall arrange for such of those special equipments and apparatus if any required for cooking etc in the Cafeteria and Kitchen at his own cost

#### **4 Personal Hygiene:**

- a) The Agency shall ensure that staff deployed in catering services is free from any infection or communicable diseases and arrange their regular Health check ups. The staff should trim their nails regularly and wear caps & gloves at the work place. Smoking, eating or chewing of tobacco/zarda/gutka etc, spitting is strictly prohibited.

#### **5 Quality Maintenance:**

- a) The Agency shall be equipped to undertake Hygiene audit as per **Appendix II** on daily basis and report submitted to NITS. NITS will also undertake independent hygiene and quality audits as and when deemed necessary.
- b) The eatables served by the Agency to the Guests shall be completely hygienic, free from any sort of adulteration or foreign ingredients etc. Dishes containing any foreign ingredient shall not be served.
- c) Non-vegetarian dishes shall be made from fresh and good quality mutton, chicken or Fish; and shall be purchased from standard authorized shop. The pieces of non-vegetarian items shall not be too small or too big. Unnecessary shreds and small bone pieces shall be removed. The non-vegetarian items shall be washed and marinated properly before cooking.

- d) Vegetarian and Non Vegetarian dishes shall be prepared and served separately.
- e) All vegetables, fruits etc. used shall be fresh and shall not be rotten or overripe. The Agency shall be responsible for their hygiene and safety. Milk and milk products such as curd, yoghurt, cheese etc. shall be of good quality and should be prepared and served fresh. All the items being used shall be stored properly and used before the expiry. Maintain hygienic conditions in cooking/pantry area & dining/serving areas.

## 6 Operation

- a) Normally, the timings for providing catering services as per Menu is given below:

|                        |                            |
|------------------------|----------------------------|
| Morning Tea/ Coffee    | - 06.00 a.m. onwards       |
| Breakfast              | - 08.00 a.m. to 09.00 a.m  |
| Mid session Tea/Coffee | - 11.00 a.m. to 11.30 a.m. |
| Lunch                  | - 01.00 p.m. to 02.00 p.m. |
| Mid session Tea/Coffee | - 03.00 p.m. to 03.30 p.m. |
| Evening Tea and Snacks | - 06.00 p.m. to 07.00 p.m. |
| Dinner                 | - 08.30 p.m. to 09.30 p.m. |

- b) The Agency, however, shall be required to adjust/change the above timings as and when required depending upon the progress of the training programme(s). It shall be ensured that tea/coffee are served steaming hot.
- c) The Cafeteria shall remain open on all days when any programme is scheduled or Guests are staying in the hostel rooms.
- d) The Agency should be prepared to serve for parties in the cafeteria, lawn or other location for which he may be required to have other arrangements like fans, candle burners/gas burners, table ware and thermo ware etc.

## 7 Inspection:

- a) NITS will check the quality of grains, oil, vanaspati oil, atta (flour), fruits, vegetables and provisions used or stored in the store room for cooking. Any deficiency pointed out shall be promptly removed.
- b) The Agency shall allow the food inspector/ NITS Officer to inspect the foods items and services for their quality, as per prevailing rules and regulations. The Agency shall abide by all laws applicable.
- c) The Agency shall submit in the prescribed format on a daily basis a checklist for the maintenance of Catering Services as given in **Appendix III**.
- d) In case of dispute regarding the services, quality or the quantity of the food stuff, snacks, tea etc. the decision of NITS will be final and binding.

## **8 Maintenance of Cafeteria/Dining Hall**

- a) The Agency shall prepare and serve the breakfast/lunch/dinner, as per Menu, in a pleasing and presentable manner. White clothes and coloured frill clothes required for covering the serving table and dining tables shall be provided by the Agency.
- b) Table Mats shall be provided on white table cloth and maintained in a neat and clean condition.
- c) Disposable paper napkins (of approved quality)/Cloth napkins shall be placed along with each plate for breakfast, lunch and dinner for dining purpose as well as small ones while serving soup, tea coffee, etc.

## **9 Service during the Training**

- a) Arrange for Tea and Coffee with snacks and cookies (2 types) at the assigned place during mid-session breaks.
- b) The Agency shall place hot Tea/Coffee Dispenser (to be provided by Agency) along with service boys to serve tea and coffee in front of all the Training Halls to the participants during the mid-session breaks.
- c) The Agency shall arrange to serve tea and coffee and water in the training halls, as and when required.

## **D Terms & Conditions for Catering**

- 1. The Agency will maintain its gadgets & equipments, etc. in good working conditions with all safety measures at its own cost and expenses. The Annual maintenance Charges of the equipments/gadgets, etc owned by the NITS will be borne by the NITS. However, the Agency will be responsible for its proper upkeep and regular maintenance.
- 2. The Agency shall devote his full attention to the work of Catering and shall discharge its obligations under the agreement most diligently and honestly.
- 3. The Agency shall provide summer and winter uniforms, identity card, name badges and safety items/kits, shoes etc. to its employees, as required under law. and as per NITS's instructions at his own cost and expenses. All personnel of the Agency will wear the same in clean condition while on duty. NITS shall not pay any extra charges to the Agency against these items.
- 4. Uniform for various categories of workers to be provided by the Agency shall be decided in consultation with NITS.

## **E. Other Terms and conditions**

- 1. The Agency shall obtain necessary license, permit, consent, sanction, etc., as may be required or called for from / by local or any other authority for doing such work. The Agency shall comply at its own cost with all applicable laws, rules and regulations in force from time to time whether of Central or State or local Govt. as applicable to him or to this contract without any liability and responsibility to NITS, whatsoever it may be.

2. The Agency shall bear all taxes, rates, charges, levies or claims, whatsoever, as may be imposed by the State, Central Government or any local body or authority. The Agency shall furnish such proof of payment of compliance or the obligations including registration certificates, receipts, licenses, clearance certificates etc. as may be required by the NITS from time to time.
3. The Agency shall provide and be responsible for payment of wages, salaries, bonus, social charges, insurance, food, accommodation, transport, medical and canteen facilities and other statutory privileges and facilities as applicable to its personnel as per relevant & applicable law/rules/regulations and orders of the Central Government/State Government/local authorities or other authorities as are in force from time to time.
4. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at NITS or for any accident caused to them and the NITS shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the NITS for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The Agency shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments/amendments/modifications
  1. The Payment of Wages Act 1936
  2. The Employees Provident Fund Act, 1952
  3. The Factory Act, 1948
  4. The Contract Labour (Regulation) Act, 1970
  5. The Payment of Bonus Act, 1965
  6. The Payment of Gratuity Act, 1972
  7. The Employees State Insurance Act, 1948
  8. The Employment of Children Act, 1938
  9. The Motor Vehicle Act, 1988
  10. Minimum Wages Act, 1948
5. The security Deposit shall be released without interest after 3 month of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the Agency or the its employees. In case of any complaint, the security deposit shall be discharged only after adjusting all dues, liabilities etc. including withdrawals of EPF of workers engaged during contract period or after submitting the individual EPF account details to be certified by Provident fund commissioner's office, submission of receipts of payment of service tax (month wise details) duly certified by Central Custom & Excise office etc., if any, as specified in the tender at appropriate places.
6. In case of any change of constitution of the agency, the rights of NITS should not suffer.
7. All personnel engaged under this contract by the Agency shall be employees of Agency. NITS shall not have any liability/ responsibility to absorb the persons engaged by the Agency and/or to extend any type of recommendation etc. for obtaining any job in NITS or elsewhere.
8. The Agency shall maintain all records/registers as required to be maintained by him under various labour laws and other statutory laws in force and as amended from time to time, mentioned above and produce the same before the Statutory Authorities as well as the Authorities of NITS as and when required.
9. It shall be the Agency's responsibility to take protective measures to protect the property and persons and prevent accidents during the contract period. He shall

indemnify the NITS against all claims of damage or injury to any person or persons or property resulting from and in the course of this contract. The Agency shall keep the NITS indemnified against all the claims and liabilities.

10. A local representative of Agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the premises of NITS, they shall work under directives and guidance of Head, NITS and will be answerable to NITS. This will, however, not diminish in any way, the agency's responsibility under contract to the NITS.
11. A senior level representative of the Agency shall visit NITS premises at least once-a-day and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the NITS officer dealing with services under the contract for mutual feed back regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the NITS.
12. The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the NITS at any time without assigning any reason whatsoever. The Agency shall ensure that any replacement of the personnel, as required by NITS for any reason specified or otherwise, shall be effected promptly without any additional cost to the NITS. The personnel being deployed shall ordinarily be continued and would not be changed without written intimation and consultation with NITS.
13. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the NITS/Govt. of India/any State/or any Union Territory.
14. The Agency shall maintain good standard of food quality/services as indicated. In case the quality of food/services is not found up to the mark, a warning note shall be issued to the agency specifically indicating the discrepancy and a deduction to the extent of 20% of the billed amount for that particular instance (Tea/Meals) shall be levied on recommendation/approval of Course Coordinator/ Head (NITS). The performance of the agency will be reviewed on monthly basis and in case the services are not found up to the mark the Agency's contract will be terminated even before the expiry of contract period by giving one month's notice.
15. In case any personnel of the Agency is implicated in any law suit or is injured by any person or group of persons agitating mob etc. during the course of performing his duty/their duties for NITS it shall be the sole responsibility of the Agency to defend its personnel in the court of law or to extend all medical and financial help etc. without charging any cost to the NITS.
16. In case it is found that any theft, pilferage, loss or damage has occurred to the person, property or premises of the NITS due to negligence of personnel in performing his/ her duty and /or absence from the place of duty and/or not providing substitute by the Agency or any other reason, the cost of all such losses or damages as assessed by NITS shall be recovered from the Agency's monthly bill or from his security. In such matters, where required, the agency will investigate and submit a report to NITS and maintain liaison with the police. FIR will be lodged by NITS, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
17. In case NITS is implicated in any law/suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the Agency, all cost of defending such suit settlement of claims penalty etc. shall be born by the Agency or recovered from the due amounts payable to the agency and/or from the security deposit held by NITS.
18. The agency shall ensure that all staff appointed by them is fully loyal-to and assist the NITS during normal periods as well as during strike and other emergencies for the



protection of personnel and property both moveable and immoveable to the entire satisfaction of the NITS.

19. In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all amendments there of, Authorized officer of NITS shall have full powers to retain out of any sums payable/becoming payable to the Agency, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the Authorized officer of NITS shall be final in regard to all matters arising under this clause.
20. In the event of any person deployed by the agency being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
21. The NITS shall pay the agreed amount on production of bill. No other charges of any kind shall be payable except as under the contract.
22. Before submission of the bill, the Agency shall ensure that the payment of persons deployed by the Agency have been made for the billed period.
23. No request for making advance payment on any ground shall be entertained.
24. Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract.
25. There would be no increase in rates payable to the Agency during the Contract period.
26. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
27. During the course of the contract period, the agency shall deposit service tax at prevailing rates as per GOI norms.
28. In case of non compliance/non-performance of the services according the terms of the contract, the NITS shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
29. The decision of NITS in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
30. In case of failure of the Agency in fulfilling the contract, the competent authority of NITS may at its discretion, terminate the contract either in part or full of the total services provided by giving one month advance notice to the Agency assigning reasons thereof. On termination of the contract, it shall be the responsibility of the Agency to remove his men and materials within two days or date specified by NITS. NITS shall not indemnify any loss caused to the agency by such terminations, whatsoever it may be.
31. That, if at any stage during the period of the contract any case involving moral turpitude is instituted in a court of law against the Agency or its employees, the NITS reserves exclusive and special rights for the outright termination of the contract without any notice to the Agency and in that event the Agency shall not be entitled to any compensation from the NITS.
32. The Agency shall not assign or sub-contract any of these contracts. In case of violation/contravention of any of the terms and conditions mentioned herein, the NITS reserves the right to terminate the agreement forthwith without giving any notice to the Agency and without prejudice to its right to recover damages and other charges/cost to the NITS from amount payable to him or otherwise.
33. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
34. An agreement shall be signed with the successful bidder as per specimen enclosed.

35. In case the Agency or any of his employees fails to fulfil his/ their obligations for any day or for any number of days to the satisfaction of the NITS for any reason whatsoever, the Agency shall pay by way of liquidated damages, a sum to be decided by the NITS per day for the entire numbers of such days and the NITS shall, without prejudice to its other rights and remedies shall be entitled to deduct such damages from the money if any payable by it to the Agency.
36. If the performance of the Agency is found poor and despite instructions, he fails to improve the same, the NITS shall be liable to recover any amount towards penalty or losses as decided by the authorized officer and to terminate the contract without any notice. The Agency shall not be entitled for compensation to any loss which he may incur in this regard.
37. The Authorised officer/Committee of NITS shall be the sole authority to decide and judge the quality of the service rendered by the Agency and all other matters and his decision shall be final and binding.
38. If the successful Agency fails to maintain declared and required number of qualified manpower, the Agency shall be liable to pay penalty to NITS.
39. The Agency shall ensure that none of his worker/supervisor except those permitted in writing stay in the NITS premises when not on duty. In the event of noticing such an incident a penalty of Rs.5,000/- will be imposed. However, provision for a change room/rest room will be provided by NITS for employees on duty. Stay in the hostel rooms are strictly prohibited and shall be ensured by the Agency.
40. Any complaint by NITS if not attended within prescribed time may attract a penalty of Rs. 500/- for each complaint to the Agency as decided by NITS.
41. In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by Sole Arbitrator to be appointed by the Director General, Bureau of Indian Standards. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable.
42. In case of any dispute between the Agency and NITS, NITS shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at NOIDA.

**Appendix I  
(Clause 3 of C-1 of Annex-IV)**

**FOOD MENU**

**TEA/COFFEE**

Tea/Coffee (as per request)

**BREAKFAST**

1. **Juices -** Fresh/Canned Seasonal Fruit Juice/  
Canned Tomato Juice

**OR**

- Fresh Fruit Platter -** (Min. two Seasonal fruits)
2. **Breakfast Cereals -** Wheat Flakes/  
Corn Flakes with  
Hot / Cold Milk
3. **Eggs -** Boiled/masala/plain Omelette
4. **Bread -** Brown / White Toast/ Hash Brown with Butter, Jam  
and Sauce
5. **Main Course -** Idli/Dosa with Sambhar and Coconut or Tomato  
Chutney/ or Stuffed Paratha and Curd / Aloo Puri or  
Cholley Bhatture
6. **Tea/Coffee/Milk**

**Mid-Session Tea/Coffee (Morning, Afternoon and Evening)**

1. Assorted Cookies (Sweet & Salt) with morning and Afternoon tea
2. Snacks (Paneer Pakora/ Mix Veg. Pakora/ Potato Bonda/ Samosa/ Bread  
Pakoras/ Dhokla/ Sandwiches) with Morning and Evening Tea
3. Tea and Coffee

**LUNCH/DINNER**

1. **Soup -** Cream of Tomato/ Sweet Corn Soup/ Veg Soup/ Tamatar Dhania  
ka Shorba
2. **Salads -** Two types of Salads including Green Salad

### **Main Course**

**3. One Paneer Dish** - Shahi Panner/ Matter Paneer/ Malai Kofta/ Kadhai Paneer

**OR**

**4. One Non-Veg** - Boneless Chicken/Chicken Curry/Murg Tikka/Grilled Fish/Fried Fish/Mutton Curry/Kebabs

**5. One Seasonal Vegetable** - Mix Veg / Kofta /Bhindi/ Cabbage/Cauliflower/ boiled Vegetables)/ Dum Aloo/ baby corn

**6. One Dal** - Yellow Dal Tadka/ Dal Makhani/Rajma/ Chane/ Sambar-dal

**7. Rice** - Steamed Rice/Zeera Rice/ Veg Pulao/ Fried Rice

**8. Curd** - Plain Curd/Boondi Raita/Mix Raita/ Dahi Bhalla with sonth

**9. Breads-** Tawa roti/Naan/Pudina Parantha/Tandoori Roti/Lachha Parantha

**10. Achaar + Papad + Chutney (Mint-Coriander)**

**11. Desserts** - Rasmalai/Gulab Jamun/Moong Dal halwa/Gajjar halwa/ Malpua/ with Rabri/ Custard with Jelly / Rasgolla/ Ice Cream (different flavours)

### **VIP LUNCH / DINNER**

**1. Soup (Two)-** Cream of Chicken/Chicken noodle Soup and Cream of Tomato/Sweet Corn/ Veg Soup/ Tomato Dhania Ka Shorba

**2. Salad (Three Types)-** Green Salad and Potato Red Chilli Salad/Cherry Tomatoes & Baby Spinach/Sliced citrus fruits in pickle marinade/Sprout salad/ Onion rings in Vinegar

### **Main Course**

**3 Non Veg. (two)-** Grilled Fish with Lemon Butter/Fish Curry / Boneless Chicken/ tandoori chicken/Chicken malai tikka, Mutton chatpatta / mutton curry

**4** Vegetable whole wheat sandwich or Paneer tikka sandwich

**5 Three Vegetable-** Boiled vegetable/Mix Vegetable & any two out of Mutter paneer/ Malai Palak/ Mattar Mashroom Navrattan Korma/ Bhindi do pyaza/ Kofta curry/ Cauliflower/Sarson-Ka-Sag etc

- 6 Yellow Dal Tadka/Dal Makhani/Rajmah/Channe
- 7 Steamed Rice/ Navarattan Pulao/ Zeera Rice/ Veg Pulao
- 8 Plain Curd/Boondi Raita/Vegetable Raita/ Dahi Bhalla
- 9 Plain/Butter Naan/Rotti/ Parantha/Tawa Roti/Missi/Makki Roti etc plus additional items as desired by NITS
- 10 Achaar+ Papad+Chutney
- 11 **Dessert (Two)** -Rasmlai/GulabJamun/Moong Dal Halwa/Gajjar Halwa/ Custard with Jelly/Malpua with Rabri/ Rasgolla/ Date Panacakes/ Pastry/Vanilia Ice Cream with Hot Chocolate Sauce/Butter Scotch

### **High-Tea**

1. Waffers
2. Paneer Pakora/ Dhokla/ Onion Kachori/Samosa/Mix Pakoda
3. Coconut Cookies/Cheese Straws
4. Rich Plum Cake/Mini Pastry
5. Two non-veg snacks (chicken tikka and fish- fry/ grilled)
6. Tea & Coffee & Fruit Juice and Soft Drink

**Note: The Agency should be ready to provide additional or replace the above dishes with South Indian or Chinese dishes as and when desired by NITS**

**Appendix II**  
**(Clause 5 of C-1 of Annex-IV)**

**PROFORMA FOR HYGIENE AUDIT**

|        |  |  |     |    |
|--------|--|--|-----|----|
| (I)    | <b>Quality testing at receiving point (where the raw food/consumable is received/procured)</b> |  |     |    |
|        | 1  | FIFO principle is applied (first in - first out)   | Yes | No |
| (II)   | <b>Food Preparation</b>  |  |     |    |
|        | 2  | Food indexing- the menus are being decided to ensure food variety  | Yes | No |
| (III)  | <b>Food Safety</b>   |  |     |    |
|        | 3  | Is the food prepared properly under hygienic conditions  | Yes | No |
|        | 4  | Are the prepared items covered properly  | Yes | No |
|        | 5  | Proper cleaning of the utensils  | Yes | No |
| (IV)   | <b>Kitchen/Pantry Hygiene</b>  |  |     |    |
|        | 6  | Floors are hygienically clean  | Yes | No |
|        | 7  | Walls are dust /damp free  | Yes | No |
|        | 8  | Furniture is regularly cleaned   | Yes | No |
|        | 9  | Washing area provides hygienic environment   | Yes | No |
|        | 10   | Cooking counter is adequately clean  | Yes | No |
| (V)    | <b>Condition of Equipment in Food Preparation</b>  |  |     |    |
|        | 11   | Work worthy  | Yes | No |
|        | 12   | Clean  | Yes | No |
|        | 13   | Safe to handle   | Yes | No |
| (VI)   | <b>Food Handler's Health</b>   |  |     |    |
|        | 14   | Health check up done or not  | Yes | No |
|        | 15   | Nail are cut clean and healthy   | Yes | No |
|        | 16   | Head gears/caps are worn   | Yes | No |
|        | 17   | Gloves are worn  | Yes | No |
|        | 18   | Smoking, eating or chewing of tobacco, zarda,gutka etc spitting, are strictly prohibited – Prohibition observed or not | Yes | No |
| (VII)  | <b>Hygiene of Eating Place</b>   |  |     |    |
|        | 19   | Floor is hygienically clean  | Yes | No |
|        | 20   | Walls are dust/damp free   | Yes | No |
|        | 21   | Furniture is regularly cleaned   | Yes | No |
| (VIII) | <b>Food Quality</b>  |  |     |    |
|        | 22   | Palatability is tasted by the Company's Representative   | Yes | No |
| (IX)   | <b>General</b>   |  |     |    |
|        | 23   | Exhaust System is working  | Yes | No |
|        | 24   | Garbage disposal is done regularly   | Yes | No |
|        | 25   | Drainages system is functioning  | Yes | No |
|        | 26   | Washing area provides hygienic environment   | Yes | No |
|        | 27   | Service counter(s) are adequately clean  | Yes | No |

Remarks: Satisfactory/Not satisfactory

Name and Signature of Agency

**Appendix III**  
**(Clause 7 of C-1 of Annex-IV)**  
**DAILY CHECKLIST FORM – CAFETERIA**

Date:.....

| Sl. No. | Issue  | Observation |    | Remarks |
|---------|--|-------------|----|---------|
|         |  | Yes         | No |         |
|         | Raw material received are branded ones and stored properly           |             |    |         |
|         | Food prepared properly and stored properly under Hygienic conditions |             |    |         |
|         | Prepared items covered properly                                      |             |    |         |
|         | Utensils are properly cleaned  |             |    |         |
|         | Floors are hygienically cleaned                                      |             |    |         |
|         | Kitchen staff are in uniform   |             |    |         |
|         | Service Boys are in uniform and wearing gloves and caps              |             |    |         |
|         | Potable Drinking water arrangements neatly done                      |             |    |         |
|         | Utensil washing area is properly maintained                          |             |    |         |
|         | Dining hall and Tables in cafeteria properly cleaned and dressed up  |             |    |         |
|         | All items as per Menu provided                                       |             |    |         |
|         | Serving tables covered with white clothe with coloured frills        |             |    |         |
|         | All items in orderly manner and are in a presentable manner          |             |    |         |
|         | Fingernails trimmed and clean  |             |    |         |
|         | Bathing daily  |             |    |         |
|         | Storage area/ fridge is clean  |             |    |         |
|         | Exhaust system is working  |             |    |         |
|         | Garbage disposal done regularly                                      |             |    |         |
|         | Drainage system is functioning                                       |             |    |         |
|         | Flies present in Kitchen and Dining Area                             |             |    |         |
|         | Fly Catcher working satisfactorily                                   |             |    |         |
|         | Insect or Spiderweb seen in Kitchen and Dining Area                  |             |    |         |
|         | Any Other Observation  |             |    |         |

Overall Maintenance of Cafeteria:

Satisfactory/Not satisfactory

Name and Signature of Agency

## Schedule of Employments Covered under Minimum Wages Act, 1948

### S. SCHEDULE OF EMPLOYMENT

No.

- 1 All Shops and other Establishments (covered by Delhi Shops and Establishments Act, 1954).
- 2 Agriculture.
- 3 Automobile Engineering.
- 4 Brick Kiln Industry.
- 5 Cement working Establishments.
- 6 Chemicals.
- 7 Clubs.
- 8 Confectionery and Daily products, Food Preservation etc.
- 9 Construction of maintenance of Roads or in Building Operation.
- 10 Dal and Flour Mills.
- 11 Delhi Transport Corporation.
- 12 Foundaries.
- 13 Ice Factories and Cold Storage.
- 14 Laundry, Laundry Services and Cleaning and Dyeing Plants i.e. Factories/Shops.
- 15 Local Authorities.
- 16 Metal Working Establishments.
- 17 Oil Mills.
- 18 Plastic, rubber, PVC including Cable Industries.
- 19 Pottery Industries.
- 20 Printing Press.
- 21 Public Motor Transport.
- 22 Radio including assembling of Radio parts.
- 23 Readymade Garments.
- 24 Stone breaking/Stone Crushing.
- 25 Textile including Hosiery, Niwar, Handloom, Lace, Thread-balls, Name Label, Dyeing and Printing of Textiles.
- 26 Wood working establishment including saw mills.
- 27 Employment in all Registered factories not covered by the employment at item No.1 to 26.
- 28 Private-unrecognised teaching institutions.
- 29 Hospitals & nursing home not carried on by Government or local authorities



## **Appendix IV**

### **Declaration regarding black-listing and/ or litigations**

I/we hereby declare that our firm/agency is not black-listed by any Ministry or Department of Central Government/State Government or PSU or other bodies under the Central Government/State Government. I/we further declare that no criminal case is registered or pending against the firm/company or its owner/partners/directors anywhere in India.

Date the ..... day of ..... 2015

**Signature of Bidder**\_\_\_\_\_

Name & Address of Bidder\_\_\_\_\_

Seal of the Firm/Company\_\_\_\_\_