

## भारतीय मानक ब्यूरो

राष्ट्रीय मानकीकरण प्रशिक्षण संस्थान

ए-20-21, इंस्टीट्यूशनल एरिया, सैक्टर 62, नोएडा-201301, (यू.पी.)

### निविदा सूचना

संदर्भ: एनआईटीएस/एडीएमएन/1:7

09.05.2017

भारतीय मानक ब्यूरो द्वारा ए-20-21, सैक्टर 62, नोएडा, यू.पी. में स्थित राष्ट्रीय मानकीकरण प्रशिक्षण संस्थान (एनआईटीएस) में कैटरिंग हेतु योग्य एवं इच्छुक फर्मों/कम्पनियों से द्विबोली प्रणाली में मुहरबंद निविदाएँ आमंत्रित की जाती हैं। निविदा दस्तावेज [www.bis.org.in](http://www.bis.org.in) और [www.eprocure.gov.in](http://www.eprocure.gov.in) से डाउनलोड किये जा सकते हैं। बोलियाँ प्राप्त करने की अंतिम तिथि व समय 05.06.2017 (सोमवार) 1400 बजे तक है और तकनीकी बोलियाँ उसी दिन 1430 बजे खोली जाएंगी।

ब्यूरो किसी या सभी बोलियों को बिना कोई कारण बताए निरस्त करने का अधिकार रखता है।

प्रमुख (निट्स)

## ADVERTISEMENT

### **BUREAU OF INDIAN STANDARDS**

National Institute of Training for Standardization  
A-20-21, Institutional Area,  
Sector 62, Noida (Uttar Pradesh)

### **TENDER NOTICE**

Our Ref:NITS/ADMN/1:7

09 May, 2017

A sealed tender are invited under two-bid system from eligible & interested catering firms/companies etc. for **Hiring of Catering Services** by the Bureau for National Institute of Training for Standardization (NITS) located at A 20-21, Sector 62, Noida (UP). The tender document can be downloaded from [www.bis.org.in](http://www.bis.org.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in). The closing date and time of receipt of completed bids is 05 June 2017 (Monday) upto 1400h. The technical bids shall be opened on the same day at 1430 h at NITS in the presence of the owner/proprietor or the firm's authorised representative who would like to be present in the bid opening process.

The Bureau reserves the right to reject any or all the bids without assigning any reason.

Head (NITS)

**भारतीय मानक ब्यूरो**  
**राष्ट्रीय मानकीकरण प्रशिक्षण संस्थान**  
**ए-20-21, इंस्टीट्यूशनल एरिया, सैक्टर 62, नोएडा-201301, (यू.पी.)**

BUREAU OF INDIAN STANDARDS  
National Institute of Training for Standardization,  
A-20, 21, Institutional Area, Sector 62,  
Noida-201301

**निविदा सूचना**  
**TENDER NOTICE: CATERING SERVICES**

भारतीय मानक ब्यूरो निम्नलिखित विवरण के अनुसार योग्य एवं इच्छुक बोलीदाताओं से ए-20-21, सैक्टर 62, नोएडा, यू.पी. में स्थित राष्ट्रीय मानकीकरण प्रशिक्षण संस्थान (एनआईटीएस) में **कैटरिंग** के हेतु योग्य एवं इच्छुक फर्मों/कम्पनियों से द्विबोली प्रणाली (तकनीकी एवं वित्तीय) में मुहरबंद निविदाएँ आमंत्रित की करता है। कैटीन और प्रशासनिक भवन में लगभग निम्नलिखित अनुमानित संख्या के मेहमानों के लिए खानपान सेवाएं प्रदान करने के लिए बोलियां आमंत्रित की जाती हैं:-

NITS of the Bureau invites sealed bids from eligible bidders / interested catering firms or companies under two bid system (Technical bid and Financial bid) for providing catering services at National Institute of Training for Standardization located at A-20, 21, Institutional Area, Sector 62, Noida-201301 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 programmes per year	Average Duration of each Programme in days	Expected no. of participants per programme
1.	प्रशिक्षण कार्यक्रम Training Programmes	70	3 दिन days	15
2.	वीआईपी लंच / डिनर VIP Lunch/Dinner	05	01 दिन day	40
3.	हाई-टी Hi Tea	10	01 दिन day	40

उपरोक्त कार्यक्रमों के लिए अनुमानित सर्विंग्स निम्नानुसार होंगे:

The approximate servings for above-mentioned programmes would be as under:

Sl. No.	Particulars	एक वर्ष में लगभग सर्विंग्स (यूनिट) <b>Approximate Servings (Units) in a year</b>
01	चाय/कोफी Tea/Coffee	70 x 3 x 30 =6,300
02	नाश्ता/Breakfast	70 x 3 x 15 =3,150
03	मध्यह्न भोज/Lunch (Veg or Non-Veg)	70 x 3 x 15 =3,150
04	रात्रि भोज/ Dinner (Veg or Non-Veg)	70 x 3 x 15 =3,150
05	वीआईपी लंच / डिनर VIP Lunch/dinner (Veg or Non-Veg)	05 x 1 x 40 = 200
06	हाई-टी Hi-Tea	10 x 1 x 40 = 400

ऊपर वर्णित अनुमानित सर्विंग, अनुबंध की अवधि के दौरान बढ़ या घट सकता है।

The approximate servings, as mentioned above, may increase or decrease during the period of the contract.

### 1. योग्यता Eligibility:

- दिल्ली या यूपी में खानपान / कैंटीन सेवाओं के लिए या दिल्ली अथवा यूपी. की और उचित राज्य सरकार के खाद्य सुरक्षा और मानक प्राधिकरण (एफएसएसआई) का पंजीकरण या लाइसेंस होना चाहिए। Should have registration or licence of Food Safety and Standards Authority of India (FSSAI) for catering /canteen services in Delhi or UP or of the appropriate State Government of Delhi and U.P.
- भारत सरकार / पीएसयू / बड़ी कंपनियों (सरकारी विभागों / पीएसयू / बड़े कॉर्पोरेट से प्राप्त होने वाले दो आदेशों की प्रतियां) प्रत्येक बड़ी निजी क्षेत्र की कंपनियों, विभागों / मंत्रालयों को खानपान सेवाएं प्रदान करने का न्यूनतम तीन वर्ष का अनुभव संलग्न होना चाहिए। Should have minimum three years experience of providing catering services to the large private sector firms, Departments/Ministries of the Government of India/PSUs/Large corporate (copies of two orders received from Government Departments/PSUs/Large Corporate during each of the last three years should be enclosed).
- खानपान सेवाओं से टर्नओवर पिछले 3 वर्षों (2013-14, 2014-15 और 2015-16) के दौरान 12 लाख / वर्ष (पिछले प्रासंगिक वर्षों के वार्षिक खातों की प्रतियां संलग्न होना चाहिए) से कम नहीं होना चाहिए। Should have turnover from catering services not less than Rs. 12 Lakhs/year during the last 3 years (2013-14, 2014-15 & 2015-16). (Copies of annual accounts of the last relevant years should be enclosed).

- d. व्यवसाय की इसकी प्रकृति, इस आशय के प्रमाण पत्र के रूप में खानपान करना चाहिए, यदि उपलब्ध हो, तो प्रस्तुत करें; Should have catering, as its nature of business, certificate to this effect, if available, be submitted;
  - e. वैध वैल्यू एडेड टैक्स (वैट) पंजीकरण होना चाहिए। Should have valid Value Added Tax (VAT) Registration.
  - f. वैध पैन, सर्विस टैक्स पंजीकरण नंबर Should have Valid PAN, Service Tax Registration No. and authority with whom registered.
  - g. भारत सरकार / राज्य सरकार / पीएसयू के विभागों / मंत्रालयों द्वारा काली सूची में शामिल नहीं होना चाहिए (घोषित करना विनिर्दिष्ट प्रारूप में प्रस्तुत करना है (अनुसूची -7 का अनुलग्नक -4)। Should not have been blacklisted by the Deptts/Ministries of the Govt. of India/State Govt./PSUs (Declaration has to be submitted in the specified format) (Annexure-4 of Schedule-7).
  - h. एक हलफनामा यह है कि बोली लगाने वाले को भारत में किसी भी अदालत ने कानूनी या न्यायिक कार्यवाही में दोषी ठहराया नहीं गया है। An affidavit that the bidder has not been convicted in any legal or judicial proceedings by any court of law in India.
2. **संविदा की प्रस्तावित वैधता** : तीन वर्ष हालांकि, अनुबंध को शुरू में एक वर्ष के लिए सम्मानित किया जाएगा और फर्म की संतोषजनक सेवाओं और दोनों पार्टियों की आपसी सहमति के आधार पर वार्षिक समीक्षा के उपरांत हर साल विस्तारित किया जाएगा ।

### 3. निविदा दस्तावेज की उपलब्धता :

**स्थान** : कार्यालय समय के दौरान राष्ट्रीय मानकीकरण प्रशिक्षण संस्थान, ए-20-21, इंस्टीट्यूशनल एरिया, सैक्टर 62, नोएडा-201301, (यू.पी.) तथा [www.bis.org.in](http://www.bis.org.in) और [www.eprocure.gov.in](http://www.eprocure.gov.in)

2. अवधि : 09.05.2017 से 05.06.2017
3. बोली पूर्व कान्फ्रेंस : 24.05.2017 (बुधवार) को 1430 बजे
4. बोलियां खुलना : तकनीकी बोलियां से 05.06.2017 को 1430 बजे खोली जाएंगी।
5. बोलियां जमा करने की पद्धति/तरीका : लिफाफा जिस पर "एनआईटीएस (बीआईएस) में कैटरिंग सेवाओं हेतु बोली" अंकित हो और जिसमें "तकनीकी बोली" और "वित्तीय बोली" वाले दो लिफाफे हों जिस पर पक्ष का नाम एवं पता हो जो कि "उप निदेशक (प्रशासन एवं वित्त), राष्ट्रीय मानकीकरण प्रशिक्षण संस्थान, ए-20-21, इंस्टीट्यूशनल एरिया, सैक्टर 62, नोएडा, (यू.पी.)" को भेजा जाए।
6. धरोहर राशि जमा : ₹.1,50,000/-

7. **कार्यकारिता प्रतिभूति जमा** : संविदा दिए जाने के कुल वार्षिक मूल्य की 10%

8. **बोलियों की वैधता** : तकनीकी बोली खुलने से 90 दिन तक ।

9. ब्यूरो बिना कोई कारण बताए किसी या सभी बोलियों को निरस्त करने का अधिकार रखता है।

2. **Proposed validity of the contract:** Max three Years. However, the contract will be initially awarded for one year and will be extended every year subject to review on annual basis and the satisfactory services of the firm and on the mutual consent of both the parties.

3. **Availability of Tender Documents:**

**Place:** National Institute of Training for Standardization, A-20, 21, Institutional Area, Sector 62, Noida-201301 and Bureau website: [www.bis.org.in](http://www.bis.org.in)

**Period:** 09 May 2017 to 05 June 2017 before 1400 h

4. **Pre-bid conference:** 1430 h on 24 May 2017 in the office of Head (NITS), A-20, 21, Institutional Area, Sector 62, Noida-201301

5. **Submission of completed bids:** on 05 June 2017 (Monday) by 1400 h in the office of Head (NITS), A-20, 21, Institutional Area, Sector 62, Noida-201301

6. **Opening of Bids:** Technical Bids shall be opened at 1430 h on 05 June 2017 (Monday) in the office of HNITS, the National Institute of Training and Standardization, A-20, 21, Institutional Area, Sector 62, Noida-201301. Date of opening of financial bid shall be decided after technical evaluation of the bid.

7. **Method/Manner for Submission of Bids:** An envelope super-scribing “Tender for Catering Services at NITS, Noida” having two envelopes containing “Technical Bid” and “Financial Bid” must bear the name & address of the party & shall be addressed to “Head (NITS), A-20, 21, Institutional Area, Sector 62, Noida-201301”. The bid shall reach in the office of the Head (NITS), A-20, 21, Institutional Area, Sector 62, Noida-201301 latest by 1400 h on 05 June 2017 (Monday).

8. **Earnest Money Deposit:** Rs. 1,50,000/-

9. **Performance Security Deposit:** 10% of the total annual value of the award of contract.

10. **Validity of Bids:** 90 days from the date of opening of technical bid.

11. The Bureau reserves the right to reject any or all of the bids without assigning any reason.

**Head (NITS)**

**निविदा दस्तावेज**  
**अनुसूची - 1 बोलीदाताओं हेतु निर्देश**

**1 बोलियों के आमंत्रण हेतु सूचना :**

1.1 भारतीय मानक ब्यूरो निविदा दस्तावेज की अनुसूची-2 में उल्लिखित के अनुसार योग्य बोलीदाताओं से राष्ट्रीय मानकीकरण प्रशिक्षण संस्थान (एनआईटीएस) में कैटरिंग हेतु योग्य एवं इच्छुक फर्मों/कम्पनियों से द्विबोली प्रणाली (तकनीकी एवं वित्तीय) में मुहरबंद निविदाएं आमंत्रित की करता है।

**2 निविदा दस्तावेज जारी करना :**

2.1 रिक्त निविदा दस्तावेज कार्यालयीन समय के दौरान अनुसूची-4 में दर्शाई गई अवधि के दौरान उपलब्ध होंगे। ब्यूरो की वेबसाइट [www.bis.org.in](http://www.bis.org.in) और [www.eprocure.gov.in](http://www.eprocure.gov.in) से भी निविदा दस्तावेज डाउनलोड किए जा सकते हैं।

2.2 निविदा को जारी करने के बाद सक्षम अधिकारी द्वारा निविदा दस्तावेज में किसी प्रकार का बदलाव किए जाने पर इसकी सूचना बोली जमा करने से पूर्व बोली में समाविष्ट करने के लिए शुद्धिपत्र/अनुशेष के रूप में भावी बोलीदाता को दी जाएगी।

2.3 बोली दस्तावेज में कहीं भी किसी परिवर्तन और परिवर्द्धन की अनुमति नहीं होगी। ऐसा पाए जाने पर बोली निरस्त की जा सकती है।

2.4 बोलीदाता की बोली को तैयार करने एवं प्रस्तुत करने से जुड़े सभी व्यय का वहन बोलीदाता को करना होगा। बोली प्रक्रिया का संचालन या परिणाम कुछ भी होने पर ब्यूरो किसी भी स्थिति में ऐसे व्यय के लिए उत्तरदायी या देनदार नहीं होगा।

**3. बोली/संविदा की भाषा**

3.1 बोली की भाषा अंग्रेजी/हिंदी होनी चाहिए और सभी पत्राचार इत्यादि अंग्रेजी/हिंदी में हों।

**4. बोली पूर्व कान्फ्रेंस**

4.1 सूचित तिथि एवं अनुसूची-4 में दर्शाए गए समय पर सभी अभीष्ट बोलीदाताओं के लिए बोली पूर्व कान्फ्रेंस आयोजित की जाएगी जिसमें अभीष्ट बोलीदाता किसी भी प्रकार का स्पष्टीकरण, यदि हो, ले सकते हैं।

## 5. बोलियों की वैधता :

5.1 बोलियां तकनीकी बोली खुलने की तिथि से 90 दिनों की अवधि के लिए वैध होंगी।

## 6. धरोहर राशि/बोली प्रतिभूति

6.1 बोलीदाता को अनुसूची 4 में उल्लिखित राशि, ब्याजमुक्त धरोहर राशि जमा (ईएमडी) के रूप में ब्यूरो में जमा करनी होगी। धरोहर राशि **अनुसूची -7 के अनुबंध-1** में यथावर्णित फॉर्मेट के अनुसार भारतीय मानक ब्यूरो के पक्ष में देय डिमांड ड्राफ्ट/पेआर्डर के रूप में अथवा बैंक गारंटी के रूप में जमा करनी होगी।

6.2 धरोहर राशि को जमा करने में असफल रहना अथवा इसका विलोप से बोली अयोग्य होगी और ब्यूरो किसी इस प्रकार की अयोग्य बोली (बोलियों) पर विचार नहीं करेगा ।

6.3 बोली की वैधता अवधिके दौरान ब्यूरो की सहमति के बिना बोलीदाता अपनी बोली रद्द नहीं कर सकता अथवा इसकी शर्तों और निबंधनों में कोई परिवर्तन नहीं कर सकता। यदि बोलीदाता बोली को रद्द करता है अथवा इसकी शर्तों एवं निबंधनों में कोई परिवर्तन करता है तो उसकी धरोहर राशि ब्यूरो द्वारा अपने अधिकारों और प्रतिकार के पूर्वाग्रहों के बिना जब्त कर ली जाएगी और इसे हटाने की तारीख से लेकर अगले 24 माह के दौरान बोलीदाता को कैटरिंग सेवाओं के वार्षिक रख-रखाव के लिए बोली लगाने अथवा संविदा के आधार पर बोली लगाने के लिए अयोग्य होगा।

6.4 यदि सफल बोलीदाता निर्धारित समय सीमा में प्रतिभूति कार्यकारिता का भुगतान नहीं करता अथवा करारबॉण्ड पर हस्ताक्षर नहीं करता है तो उसकी धरोहर राशि ब्यूरो द्वारा जब्त कर ली जाएगी ।

6.5 असफल बोलीदाता/दाताओं की धरोहर राशि सफलतम बोलीदाता ब्यूरो को अपेक्षित निष्पादन प्रतिभूति प्रस्तुत करने के बाद तथा संविदा को हस्ताक्षरित करने के बाद या बोलियों की वैधता अवधि की समाप्ति के तीस (30) दिनों के बाद, इसमें से जो भी पहले हो, लौटा दी जाएगी ।

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## **7. दरें कैसे उद्धृत की जाएगी**

**7.1** बोलीदाता से तकनीकी विशिष्टियों और शर्तों को ध्यान में रखते हुए अपनी दरें उद्धृत करने की अपेक्षा की जाती है। ऐसा माना जाएगा कि बोली देने से पूर्व, बोलीदाता ने अपनी बोलियों के संबंध में उनका यथातथ्यता तथा पर्याप्तता तथा संलग्न अनुसूचियों में उद्धृत दरों एवं मूल्य के बारे में संतुष्टि कर ली है तथा अन्यथा न दिया गया हो तो इन दरों और मूल्यों में संविदा के तहत आने वाली बाध्यता तथा संविदा के अंतर्गत आने वाली अपनी बाध्यताओं को उचित तरीके से पूरा करने वाले सभी विषय तथा बातें शामिल होंगी।

**7.2** वित्तीय बोली किसी भी प्रकार के सेवाकार, एजुकेशन सेस एवं सेकंडरी तथा हायर एजुकेशन सेस या अन्य लागू सभी करों को छोड़ कर होगी। संविदाकार द्वारा समय-समय पर सरकार द्वारा लगाए गए कर बोली में उद्धृत दरों से अतिरिक्त रूप से दिए जाएंगे।

## **8. बोली जमा करने का तरीका**

**8.1** पूर्ण बोली अनुसूची-4 में दर्शाये अनुसार प्राप्त की जाएगी उन्हें बोली-बॉक्स या डाक द्वारा जमा किया जाए और जो तय समय से पूर्व तय स्थान पर पहुंच जाए ।

**8.2** ईमेल या फैक्स वाले प्रस्ताव रद्द कर दिये जाएंगे ।

## **9. बोली जमा करने की अंतिम तिथि**

**9.1** मुहरबंद बोलियां उपरोक्त निर्दिष्ट पते पर प्राप्त की जाएंगी यह निविदा सूचना में दिए गए समय और तारीख के बाद नहीं ली जाएंगी । प्राप्ति की विहित तिथि एवं समय के बाद प्राप्त बोलियों पर विचार नहीं किया जाएगा। अतः ऐसी बोलियां रद्द कर दी जाएंगी तथा बोलीदाताओं को बिना खोले ही लौटा दी जाएंगी ।

**9.2** बोली प्रस्ताव जमा करने की विहित तिथि को अवकाश होने पर प्रस्ताव अगले कार्यालय दिवस को नियत समय तक प्राप्त किए जाएंगे।

## **10 प्रस्ताव में संशोधन एवं वापसी**

**10.1** बोलीदाता प्रस्ताव को जमा करने के पश्चात वापिस ले सकता है, बशर्ते कि प्रस्ताव जमा करने के लिये निर्दिष्ट समय और और बंद करने की तारीख से पहले प्रस्ताव वापिस लेने का लिखित नोटिस ब्यूरो को भेजा जाए।

## 11. बोली दस्तावेज की विषयवस्तु

11.1 बोलियां द्विबोली प्रणाली (तकनीकी बोली एवं वित्तीय बोली) में आमंत्रित की जाती हैं। पूर्ण बोलियां अनुसूची-4 के अनुसार मुहरबंद लिफाफे में हों जिस पर एनआईटीएस (बीआईएस) में कैटरिंग सेवाओं के हेतु बोली अंकित हो ।

11.2 लिफाफे में निम्नलिखित हो:

(क) लिफाफा सं. 1(तकनीकी बोली): इसमें निम्नानुसार वाणिज्यिक शर्तें एवं निबंधनों सहित सभी तकनीकी विवरण समाविष्ट करें जैसे :

- i) संलग्न सभी दस्तावेजों की सूची ;
- ii) उपरोक्त खंड 6.1 में दर्शाये गए अनुसार धरोहर जमा राशि (EMD) ;
- iii) FSSAI के लाइसेंस की सत्यापित प्रति ;
- iv) वैध ट्रेड लाइसेंस की सत्यापित प्रति ;
- v) संबंधित प्राधिकारी को फाइल की गई आयकर रिटर्न और सेवा कर रिटर्न की प्रतियां ;
- vii) मालिक/भागीदार/निदेशक के नाम, पत्राचार हेतु पता, टेलीफोन नम्बर, ईमेल इत्यादि के विवरण सहित फर्म/फर्मों के विवरण (अनुसूची 7 का अनुलग्नक 2) ;
- viii) फर्म के मामले में, प्रत्येक भागीदार या पावर ऑफ अटॉर्नी के धारक बोली पर हस्ताक्षर करें । पावर ऑफ अटॉर्नी की सत्यापित प्रतियों को बोली के साथ संलग्न करें । सभी भागीदारों द्वारा पावर ऑफ अटॉर्नी पर हस्ताक्षर किये जाएं । प्राइवेट लिमिटेड/पब्लिक लिमिटेड कंपनियों के मामले में, पावर ऑफ अटॉर्नी के सहायक प्रमाण में बोर्ड संकल्प एवं उपयुक्त तथा पर्याप्त प्रमाण उपलब्ध कराएं ;
- (ix) बोलीदाता द्वारा सभी पृष्ठों एवं संलग्न पर्चियों पर हस्ताक्षर किए जाएं तथा बोली दस्तावेजों के सेट में न तो कोई पेज जोड़ें और न हटायें । विधिवत् हस्ताक्षर किया गया बोली दस्तावेज उसकी स्वीकार्यता स्वरूप वापिस किया जाएगा ;
- (x) पिछले सात (03) वर्षों में सदृश प्रकृति के किए गए कार्यों/सेवाओं को दर्शाने वाला विवरण (अनुसूची 7 का अनुलग्नक-3) ;
- (xi) कालीसूची एवं/या मुकदमेबाजी संबंधी घोषणा (अनुसूची 7 का अनुलग्नक-4)

ख) लिफाफा सं० 2 (वित्तीय बोली) : इस लिफाफे में अनुसूची -5 के अनुसार विहित स्थानों पर कैटरिंग सेवाओं की श्रेणीवार दर मूल्य विधिवत् भरे गए हों, बोली में विहित स्थानों पर

बोलीदाता द्वारा प्रत्येक पृष्ठ पर आद्याक्षर एवं हस्ताक्षर हों। खंड 7 में समाविष्ट निर्देशों को ध्यान में रखा जाए।

ग) कवरिंग लिफाफा : दोनों लिफाफे 1 एवं 2 को एक साथ एक कॉमन मुहाबंद लिफाफे में हों जिस पर एनआईटीएस (बीआईएस) में कैटरिंग सेवाओं हेतु बोली अंकित हो तथा इस पर अनुसूची-4 में दर्शाये गए अनुसार प्रमुख (एनआईटीएस) को संबोधित हो तथा बायीं ओर नीचे बोलीदाता का नाम और पता लिखा हो।

## 12. बोलीदाता द्वारा अन्य महत्वपूर्ण बिंदुओं का ध्यान रखा जाय:

- क. वित्तीय बोली में उपयुक्त स्थानों पर शब्दों एवं अंकों, दोनों में लिखा जाए (अनुसूची-5)।
- ख. यदि बोलीदाता 'लाभ अथवा सेवाकर 'कुछ नहीं'/विचाराधीन उद्धित करता है तो बोली अनुत्तरदायी मानी जाएगी और उस पर विचार नहीं किया जाएगा।
- ग. निविदा दस्तावेज में दी गई प्रत्येक एवं हर एक शर्त को पूर्ण करते हुए बोली प्रस्तुत करे, ऐसा नहीं होने पर बोली को निरस्त किया जा सकता है। सशर्त बोलियाँ निरस्त कर दी जाएंगी। बोलीदाता की वित्तीय बोली कुछ नहीं/शून्य/अव्यवाहारिक सेवा प्रभार वाली होने पर स्वीकार नहीं की जाएगी।

## 13. बोली खोलना

13.1 निविदा दस्तावेज में विहित समय एवं तिथि से पूर्व प्राप्त बोलियों को अनुसूची-4 में यथा उल्लिखित निर्दिष्ट कार्यक्रम के अनुसार (यदि संभव हो) कार्यालय में तय समय पर उन बोलीदाताओं की या उनके प्राधिकृत प्रतिनिधियों की उपस्थिति में खोली जाएंगी जो बोली खुलने के दिन उपस्थित होने के इच्छुक हों।

## 14. बोलीदाताओं की छँटाई

14.1 ब्यूरो तकनीकी रूप से योग्य बोलीदाताओं की छँटाई करेगा तथा वित्तीय बोलियों के लिए तकनीकी बोलियों में योग्य पाए गए बोलीदाताओं की बोली ही सूचित किए जाने वाली तिथि एवं समय पर खोली जाएगी ।

## 15. वित्तीय बोली खोलना

15.1 ब्यूरो निर्दिष्ट तिथि को लिफाफा न०2 खोलेगा तथा मूल्य तालिका (अनुसूची-5 में बोलीदाता द्वारा उद्धृत दरों को बोलीदाताओं के उन प्रतिनिधियों के समक्ष पढा जाएगा जो वित्तीय बोली के दौरान उपस्थित रहना चाहते हों। वित्तीय बोलियों का मूल्यांकन फर्म द्वारा जमा की गई कुल लागत के आधार पर किया जाएगा।

## **16 वित्तीय बोलियों के मूल्यांकन के लिए मापदंड**

**16.1** केवल उन बोलीदाताओं की वित्तीय बोलियाँ, जो तकनीकी बोलियों में योग्य हैं, को खोला जाएगा। बोलियों के मूल्यांकन के उद्देश्य के लिए, एक साल में सर्विग्स की कुल इकाइयों के लिए दरों की अनुसूची में बोलीदाताओं द्वारा उद्धृत दरों पर विचार किया जाएगा।

**16.2** उस पार्टी की निविदा को सम्मानित किया जाएगा जो कुलता में काम के कुल दायरे के लिए सबसे कम मूल्य उद्धृत करता है और उप-वर्गों में विभाजित नहीं हो।

## **17 बोली की स्वीकार्यता:**

**17.1** बोली की स्वीकार्यता ब्यूरो के सक्षम अधिकारी द्वारा की जाएगी। ब्यूरो न्यूनतम या किसी बोली को स्वीकार करने के लिए बाध्य नहीं है। ब्यूरो बिना किसी कारण बताये, चाहे जो भी हो प्राप्त किसी या सभी बोलियों को निरस्त करने का अधिकार सुरक्षित रखता है। बोली की स्वीकार्यता की सूचना ब्यूरो के प्राधिकृत अधिकारी द्वारा लिखित में सफलतम बोलीदाता को दी जाएगी।

## **18. प्रक्रिया गोपनीय रखी जाए**

**18.1** सफलतम बोलीदाता को संविदा देने की घोषणा होने तक बोली की जांच, मूल्यांकन और तुलनात्मकता तथा ठेका दिए जाने से संबंधित जानकारी बोलीदाता या ऐसे किसी भी व्यक्ति को नहीं दी जाएगी जो आधिकारिक तौर पर ऐसी प्रक्रिया से न जुड़ा हो।

## **19. संविदा दस्तावेज का निष्पादन**

**19.1** कार्यकारिता प्रतिभूति को जमा करने के बाद सफलतम बोलीदाता को डुप्लीकेट में एक करार करना होगा। यह करार बोली दस्तावेज के साथ संलग्न फॉर्म में उत्तर प्रदेश से क्रय किए गए ₹ 100/- के समुचित मूल्य के स्टैम्प पेपर पर होगा। बोली की स्वीकार्यता तिथि से 15 दिनों के भीतर करार पर हस्ताक्षर किए जाने चाहिए। संविदा करार, संविदा की शर्तों (Coc) तथा संविदा की शर्तों में यथा विहित अन्य दस्तावेजों द्वारा शासित होगा।

**19.2** करार हेतु निष्पादन की तिथि पर यथा लागू स्टाम्प-ड्यूटी, वैधानिक एवं संवैधानिक प्रभारों का भुगतान करना सफलतम बोलीदाता के लिए जरूरी होगा।

## **20. ब्यूरो के अधिकार**

**20.1** ब्यूरो के पास इस बोली में रखने के लिए कार्य को दो या दो से अधिक भागों में बांटने व कार्यक्षेत्र को उपयुक्त रूप से बढ़ाने/कम करने का अधिकार सुरक्षित है। भामाब्यूरो एक से अधिक एजेंसी को संविदा देने का अधिकार सुरक्षित रखता है।

**20.2** निविदा दस्तावेज या संविदा की शर्तों में खंडों की किसी प्रकार की व्याख्या में किसी प्रकार की अस्पष्टता होने पर ब्यूरो द्वारा खंडों की व्याख्या सभी पक्षों के लिए अनंतिम एवं बाध्य होगी।

## **21. संविदा के भाग बनाने की सूचना**

**21.1** निविदा सूचना एवं ये निर्देश संविदा के भाग बनेंगे।

## **TENDER DOCUMENT**

### **SCHEDULE – 1: Instructions to Bidders**

#### **1 Notice inviting Bids:**

1.1 Sealed tender, *under two bid system (Technical bid and Financial bid)*, are invited by the National Institute of Training for Standardization (NITS) of the Bureau, from eligible Bidders/interested parties/catering service providers for Providing Catering Services as specified in the **Schedule-2** of Tender document.

#### **2 Issue of Tender Document:**

2.1 The blank Tender document will be available during the period indicated in the **Schedule-4**, during the office hours (0900 -1730 hrs from Monday to Friday except holidays). The Tender document can also be downloaded from the website of the Bureau ([www.bis.org.in](http://www.bis.org.in)).

2.2 Any change that will be made in the Tender document by the Competent Authority after issue of the Tender will be intimated to the prospective Bidders in the form of Corrigendum/Addendum for incorporating the same in the Bid before submitting the Bid.

2.3 No alterations and additions anywhere in the Bid Document are permitted. If any of these are found, the Bid may be summarily rejected.

2.4 The Bidder shall bear all costs associated with the preparation and submission of its Bid. NITS of The Bureau shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process.

#### **3. Language of bid/Contract:**

3.1 The language of the bid should be in English/Hindi and all correspondence, etc. should conform to English/Hindi language.

#### **4. Pre-bid Conference:**

4.1 A pre-bid conference of all intending bidders/interested parties will be held at the scheduled date and time indicated in **Schedule-4**. Intended Bidders will be allowed to seek clarification, if any.

#### **5 Validity of Bids:**

5.1 The Bids will be valid for a period of 90 days from the date of opening of technical bid.

#### **6 Earnest Money/Bid Security:**

6.1 The Bidder shall deposit with NITS of the Bureau a sum indicated in **Schedule-4**, as an interest free Earnest Money Deposit (EMD). The Earnest Money shall be deposited in the form of Demand Draft/Pay Order in favour of Bureau of

Indian Standards, payable at Delhi/Noida or a Bank Guarantee as per form at indicated in **Annexure-1 of Schedule-7**.

6.2 The failure or omission to deposit the Earnest Money shall disqualify the bid and the Bureau shall exclude from its consideration any such disqualified Bid(s).

6.3 Bidder shall not revoke his bid or vary its terms and conditions without the consent of NITS of the Bureau during the validity period of the bid. If the bidder revokes the bid or varies its terms or conditions, the Earnest Money deposited by the bidder shall stand forfeited to NITS of the Bureau without prejudice to its other rights, remedies and the bidder shall be ineligible to submit the bid to NITS of the Bureau for providing catering services during the next twenty-four (24) months effective from the date of such revocation.

6.4 If the successful Bidder does not pay the performance security in the prescribed time limit or fails to sign the agreement bond, its Earnest Money Deposit will be forfeited by NITS of the Bureau.

6.5 The Earnest Money of unsuccessful bidder (s) shall be refunded after the successful bidder furnishes the required Performance Security to NITS of the Bureau and signs the contract or within thirty (30) days of the expiry of validity period of bids, whichever is earlier.

## **7 Method of Quoting Rates:**

7.1 The bidder is expected to work out his rates keeping in view the scope of work and/or other conditions and arrive at the amount to be quoted. The bidder shall be deemed to have satisfied itself before bidding as to the correctness and sufficiency/adequacy of its Bid and of the rates and prices quoted in the attached schedules, which rates and prices shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper fulfilling his obligations under the contract.

7.2 The Financial Bid shall be exclusive of any service tax, education cess and secondary and higher education cess or any other applicable taxes. The taxes as may be levied by the Government from time to time shall be charged by the contractor in addition to the rates quoted in the bid by the contractor.

## **8 Manner of Submission of Bid**

8.1 The completed Bid will be received as indicated in the **Schedule-4**, by depositing the same through the Bid Box or by post which reaches the specified place before the specified time.

8.2 E-mail or fax offers will be rejected.

## **9 Last Date of Submission:**

9.1 Sealed Bids shall be received at the address specified (Annexure-4) not later than the time and date specified in the Tender Notice. Bids received after the specified date and time for receipt of bids shall not be considered. Hence, such bids shall be rejected and returned unopened to the Bidder.

9.2 In the event that the specified date for the submission of bid offers is declared a holiday, the offers will be received up to the appointed time on the next working day

## **10 Modification and Withdrawal of Offer**

10.1 The Bidder may withdraw its offer after its submission, provided that written notice of withdrawal is received by the Bureau prior to the closing date and time prescribed for submission of offer.

## **11 Contents of Bid Document:**

11.1 Bids are invited in two-bid system (Technical bid and financial bid). The completed bid shall be submitted in a sealed envelope, super-scribing "Tender for Catering Services at NITS, Noida" as mentioned in the **Schedule-4**.

11.2 The envelopes shall contain the following:

**a) Envelope No.1 (Technical Bid):** This should contain all technical details alongwith commercial terms and conditions such as:

(a) List of all the documents enclosed;

(b) The EMD as indicated in clause 6.1 above or valid certificate of exemption issued by the concerned Ministry or Department like NSIC.

(c) Attested copy of the valid Registration or licence of FSSAI or the appropriate State Government.

(d) Copies of Income Tax Returns and Service Tax Returns filed with the concerned authorities;

(e) Details of the firm(s) including details of the proprietor/partner/Director with regard to name, address for communication, telephone number, e-mail etc. (**Annexure-2 of Schedule-7**);

(f) In case of a firm, each partner or power of attorney holder shall sign the Bid. The attested copies of power of attorney of person signing the Bid shall be enclosed with the Bid. The power of attorney shall be signed by all partners. In case of private limited/public limited companies, the power of attorney shall be supported by board resolutions and appropriate and adequate evidence in support of the same shall be provided;

(g) All pages and pasted slips should be signed by the bidder and no page shall

be added or removed from the set of Bid Document. Duly signed Bid document is to be returned as a token of its acceptance;

(h) A statement showing the details of the similar type of services provided by the bidder during the last three years (**Annexure-3 of Schedule -7**);

(i) A declaration regarding black-listing and/or litigations (**Annexure-4 of Schedule-7**)

(j) An affidavit that the bidder has not been convicted in any legal or judicial proceedings by any court of law in India.

**b) Envelope No.2 (Financial Bid):** This envelope shall contain only price schedule for the specified catering services at specified places as per **Schedule-5**, duly filled in and initialed on each page and signed by the Bidder at prescribed places in the bid. The instructions contained in clause 7 may please be noted.

**c) Covering Envelope:** Both the envelopes 1 and 2 shall be put together in a common sealed envelope super-scribing 'Bids for Catering Services at NITS, BIS Noida' as mentioned in **Schedule-4** and the name and address of the Bidder at the bottom left.

## **12. Other Important Points to be noted by the Bidder**

(a) The Financial Bid should be written both in words and figures at appropriate places (Schedule-5).

(b) The Bidder shall submit the Bid which satisfies each and every condition laid in Tender document, failing which the Bid shall be liable to be rejected. **Conditional Bids will be rejected.**

**13. Opening of bid:** The bids received before the time and date specified in Tender Notice, will be opened as per the specified program in the office as mentioned in the **Schedule-4**, in the presence of Bidders or their authorized representatives who choose to remain present on the opening day, at the scheduled time.

**14. Short-listing of bidders:** - The Bureau will short-list technically qualifying Bidders. Financial Bids of only those Bidders, who qualify in technical bids, will be opened at a date and time that would be intimated by NITS of the Bureau.

## **15. Opening of Financial bid:**

The Bureau shall open Envelope No.2, on notified date in the presence of the owner/proprietor or the firm's authorised representative who would like to be present during financial bid opening process. The rates quoted by the bidders in price schedule (**Schedule-5**) shall then be read out for the information of all present.

## **16. Criteria for evaluation of financial bids**

16.1 The financial bids of only those bidders, who qualify in technical bids, will be opened. For the purpose of evaluation of bids, the rates quoted by the bidders in the schedule of rates for the total units of servings in a year shall be considered.

16.2 The tender shall be awarded to the party that quotes the lowest value for the total scope of work in totality and shall not split in sub sections.

## **17. Acceptance of bid:**

17.1 Acceptance of Bid shall be done by the Competent Authority of NITS of the Bureau. The NITS of The Bureau is not bound to accept the lowest or any Bid. NITS of the Bureau reserve the right to reject any or all Bids received without assigning any reason whatsoever. The acceptance of Bid will be communicated to the successful Bidder in writing by the authorized officer of NITS of the Bureau.

## **18. Process to be confidential**

18.1 Information relating to the examination, evaluation and comparison of Bids and the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced.

## **19. Execution of contract document**

19.1 The successful Bidder after deposit/remittance of Performance Security is required to execute an Agreement in the form attached with the Bid Documents on a stamp paper of Rs. 100.00 (non-judicial) to be purchased in Uttar Pradesh. The Agreement should be signed within 30 days from the date of acceptance of the Bid. The Contract will be governed by the Agreement, the Conditions of the Contract (CoC) and other documents as specified in the CoC.

19.2 It shall be incumbent on the successful bidder to pay stamp duty, legal and statutory charges for the agreement, as applicable on the date of the execution.

## **20. Rights of NITS of the Bureau**

20.1 NITS of the Bureau reserve the right to suitably increase/reduce the scope of work mentioned in the scope of work in the tender document. BIS reserves the right to award contract to more than one contractor. The contractor will provide catering services at the places and time specified by the authorized officer of NITS of the Bureau.

20.2 In case of any ambiguity in the interpretation of any of the clauses in tender document or the conditions of the contract, interpretation of the clauses made by the Bureau shall be final and binding on all Parties.

## **21. Notice to form Part of Contract**

21.1 Tender Notice and these instructions shall form part of the Contract.

## अनुसूची-2

### **संविदा की शर्तें**

#### **1. परिभाषाएं:**

- i. इन शर्तों में संदर्भित **‘अनुलग्नक’** से निविदा दस्तावेज एवं संविदा के साथ संलग्न संबंध अनुलग्नक से अभिप्राय है।
- ii. अनुमोदित पिछले मौखिक अनुमोदन की बाद की पुष्टि सहित लिखित में अनुमोदन से अभिप्राय है तथा **‘अनुमोदन’** से अभिप्राय है कि यथा उपरोक्त सहित लिखित में अनुमोदन हो।
- iii. **‘बोली’** से तात्पर्य है निर्दिष्ट स्थानों पर वार्षिक रख-रखाव सेवाओं तथा संविदा के प्रावधानों के अनुसार इसमें किसी प्रकार की खराबी को ठीक करने, स्वीकार्यता पत्र द्वारा यथा स्वीकृत संस्थापन और सेवाओं हेतु संविदाकार द्वारा प्रस्तावित मूल्य।
- iv. **‘ब्यूरो’** से तात्पर्य है भारतीय मानक ब्यूरो अधिनियम 1986 के तहत स्थापित भारतीय मानक ब्यूरो।
- v. **‘आरंभ तिथि’** से तात्पर्य है वह तिथि जब निर्दिष्ट स्थानों पर सेवाएं देना आरंभ करने का नोटिस संविदाकार को मिले।
- vi. **‘सक्षम प्राधिकारी’** से तात्पर्य है इस संविदा के तहत, ब्यूरो की ओर से कार्य करने हेतु ब्यूरो द्वारा प्राधिकृत कोई अधिकारी।
- vii. **‘संविदा’** से तात्पर्य है एवं निविदा सूचना, बोलीदाताओं के लिए निर्देश, संविदा की शर्तें एवं निबंधन, स्वीकार्यता पत्र, प्रस्ताव, करार एवं ब्यूरो द्वारा बोलीदाता के साथ प्राधिकृत आपसी पत्राचार में स्वीकृत आपसी शर्तें तथा अन्य किसी प्रकार के दस्तावेज जो संविदा का भाग हों।
- viii. **‘संविदा राशि’** से तात्पर्य है संविदाकार द्वारा उसकी बोली में उद्धृत की गई एवं ब्यूरो द्वारा स्वीकार की गई राशि।
- ix. **‘संविदाकार’** से तात्पर्य है व्यक्ति या फर्म या कम्पनी, चाहे निगमित हो या नहीं, संविदा उपक्रमित एवं ऐसे व्यक्ति के वैधानिक प्रतिनिधि या ऐसी फर्म में शामिल व्यक्ति या अनिगमित कम्पनी या ऐसी फर्म के उत्तराधिकारी या कम्पनी, जो भी मामला हो, ऐसे व्यक्ति या फर्म या कम्पनी को सौंपी गई अनुमति।
- x. **‘महानिदेशक’** से तात्पर्य है ब्यूरो का महानिदेशक जो उस समय के लिए कार्यालय का नियंत्रक हो और उसका उत्तराधिकारी भी तथा वह अधिकारी जो उसके द्वारा प्राधिकृत हो।
- xi. **‘सरकार’** से अभिप्राय है केन्द्रीय सरकार।
- xii. **‘स्वीकार्यता पत्र’** से अभिप्राय है ब्यूरो द्वारा आधिकारिक स्वीकृति।
- xiii. **‘सेवाओं’** से अभिप्राय है संविदा में यथा वर्णित संविदाकार द्वारा ब्यूरो को उपलब्ध कराई जाने वाली सेवायें तथा निविदा दस्तावेज में निर्दिष्ट की गई अन्य सेवाएं शामिल।

- xiv. **‘विशिष्टि’** से अभिप्राय है निविदा में संदर्भित विशिष्टि। कोई विशेष विशिष्टि न होने पर विद्यमान ब्यूरो की संबद्ध विशिष्टि लागू होगी।
- xv. **‘निविदा’** से तात्पर्य है संविदा आधार पर एनआईटी सी में कैटरिंग सेवाओं के तय दरों पर प्रस्ताव देने के लिए संभावित बोलीदाताओं को ब्यूरो द्वारा औपचारिक आमंत्रण।
- xvi. **‘पूर्णता समय’** से अभिप्राय है शुरुआती तिथि से संगणित इलेक्ट्रिकल सेवाओं का वार्षिक रख-रखाव अथवा संविदा में यथा उल्लिखित उसके किसी भी भाग को पूरा करने का समय।
- xvii. **‘एनआईटीएस’** से तात्पर्य है राष्ट्रीय मानकीकरण प्रशिक्षण संस्थान, भारतीय मानक ब्यूरो अधिनियम 1986 के अंतर्गत स्थापित भारतीय मानक ब्यूरो का प्रशिक्षण संस्थान।

## **SCHEDULE – 2 Conditions of Contract**

### **1 Definitions:**

- a. **‘Annexure’** referred to in these conditions shall mean the relevant annexure appended to the Tender Document and the Contract.
- b. **‘Approved’** shall mean approved in writing including subsequent confirmation of previous verbal approval and “Approval” shall mean approval in writing including as aforesaid.
- c. **‘Bid’** means the Contractor’s priced offer to the Bureau for providing catering services at the specified places and remedying of any defects therein in accordance with the provision of the Contract, the installation and services as accepted by the Letter of Acceptance.
- d. **‘Bureau’** shall mean Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.
- e. **‘Commencement Date’** means the date upon which the Contractor receives the notice to commence the supply of services at specified places.
- f. **‘Competent Authority’** shall mean any officer authorized by the Bureau to act on behalf of the Bureau under this contract.
- g. **‘Contract’** shall mean and include the Tender Notice, instructions to bidders, terms and conditions of contract, Letter of Acceptance, the Offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the bidder by the Bureau and any other document forming part of the contract.
- h. **‘Contract Amount’** shall mean the sum quoted by the Contractor in his bid and accepted by the Bureau.
- i. **‘Contractor’** shall mean the individual or firm or company whether incorporated or not, undertaking the Contract and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.

- j. **'Director General'** shall mean the Director General of the Bureau, for the time being holding that office and also his successor and shall include any officer authorized by him.
- k. **'Government'** shall mean the Central Government.
- l. **'Letter of Acceptance'** means the formal acceptance by the Bureau.
- m. **'Services'** shall mean the services to be provided to the Bureau by the Contractor as stated in the Contract and shall include other services that are prescribed in the Tender document.
- n. **'Specification'** means the specification referred to in the tender. In case where no particular specification is given, the relevant specification of the Bureau, where one exists, shall apply.
- o. **'Tender'** means formal invitation by the Bureau to the prospective bidders to offer fixed price for providing catering services on contract basis.
- p. **'Time for Completion'** means the specified time for providing services or any part thereof as stated in the Contract calculated from the commencement date.
- q. **'NITS'** shall mean National Institute of Training for Standardization, a training institute of Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.

## 2. संविदा हेतु पक्ष

2.1 संविदा का पक्ष संविदाकार होगा जिसका प्रस्ताव ब्यूरो द्वारा स्वीकृत किया जाता है; एवं ब्यूरो।

2.2 प्रस्ताव फर्म के अन्य व्यक्तियों की ओर से संविदा के भाग बनाते हुए अन्य किसी दस्तावेज पर हस्ताक्षरकर्ता व्यक्ति संविदा से संबद्ध सभी मामलों में ऐसे व्यक्ति/व्यक्तियों या फर्मों को बाध्य करने के लिए सम्यक प्राधिकारी समझा जाएगा। यदि यह पाया गया कि संबंधित व्यक्ति के पास ऐसा प्राधिकार न हो तो ब्यूरो अन्य किसी सिविल/आपराधिक उपायों पर प्रतिकूल प्रभाव डाले बिना संविदा को समाप्त कर सकता है तथा हस्ताक्षरी को बनाये रख सकता है तथा/या फर्म ऐसे समापन हेतु सभी लागत एवं नुकसानों हेतु देय होती है।

## 2. Parties to the contract

2.1 The parties to the contract shall be the contractor, whose offer is accepted by NITS of the Bureau; and NITS of the Bureau.

2.2 The person signing the offer or any other document forming the part of contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the firm as the case may be, in all matters pertaining to the Contract. If it is found that the person concerned has no such authority, the Bureau may, without prejudice to any other Civil/Criminal remedies, terminate the Contract and hold the signatory and / or the firm liable for all costs and damages for such termination.

### 3. कार्यकारिता प्रतिभूति

3.1 संविदा के देय कार्यकारिता को सुनिश्चित करने के लिए, संविदाकार को अनुसूची 4 में उल्लिखित अनुसार ब्याज-मुक्त कार्यकारिता प्रतिभूति अकाउंट पेयी डिमांड ड्राफ्ट के रूप में जमा करनी होगी जो कि 'भारतीय मानक ब्यूरो' के पक्ष में 'नोएडा' में देय या अनुसूची-7 के अनुलग्नक-1 में यथा वर्णित फॉर्मेट के अनुसार बैंक गारंटी के रूप में हो।

3.2 कार्यकारिता प्रतिभूति सभी संविदा की पूर्णता की तिथि से साठ दिनों की अवधि तक वैध रहेगी।

3.3 इस संविदा की शर्तों के तहत संविदाकार से देय/वसूलनीय कोई राशि या किसी प्रकार का अन्य लेखा, कार्यकारिता प्रतिभूति जमा राशि से काटी जा सकती है। इस मामले में कार्यकारिता प्रतिभूति जमा राशि को ऐसी किसी कटौती के कारण से कम दिया जाता है तो संविदाकार, ब्यूरो से 'मांग सूचना' की प्राप्ति से 15 (पन्द्रह) दिनों के भीतर घाटे को पूरा करेगा। यदि प्रतिभूति को संविदाकार द्वारा बैंक गारंटी के तरीके से जमा किया जाता है, तो निर्धारित या अनिर्धारित हानिपूर्ति के लिए या संविदा की किसी शर्त का उल्लंघन या चूक पर जुर्माना ब्यूरो को पहले से भुगतान नहीं किया जाएगा, बल्कि उक्त गारंटी को शर्तों के तहत ब्यूरो को उक्त बैंकों द्वारा मांग पर तुरंत भुगतान किया जाएगा।

3.4 यदि इस संविदा की अवधि के दौरान, संविदाकार इस संविदा के तहत, देय एवं इसकी देयताओं के तहत सही कार्य, कार्यकारिता से चूकता है या जुर्माने के तरीके से अथवा कोई देय बकाया, जुर्माना एवं संविदाकार की ओर से देय अन्य कोई राशि की वसूली से चूकता है, तो ब्यूरो को इसके तहत उसके अन्य अधिकारों एवं एतदधीन उपायों के प्रति बिना किसी पूर्वाग्रह के या लागू कानून पर, कार्यकारिता प्रतिभूति को रोकने, रखने और विनियोजन का अधिकार होगा।

3.5 ब्यूरो को संविदाकार से यदि कार्य कार्यकारिता प्रतिभूति की राशि से अधिक उक्त जैसे नुकसान, हानियों, लागत, प्रभार एवं खर्च की राशि होगी, तो उसे मुकद्दें या इसी प्रकार के अन्य तरीके से वसूलने से रोका नहीं जाएगा।

3.6 दोनों पक्षों में विवाद की स्थिति में ब्यूरो की पूर्ण संतुष्टि होने और विवाद का समाधान होने तक कार्यकारिता प्रतिभूति रोक दी जाएगी। संविदा पूर्ण होने की तिथि अथवा समाप्ति की तिथि के साठ दिन के भीतर संविदाकार के ऊपर कोई बकाया दावा न होने पर कार्यकारिता प्रतिभूति लौटा दी जाएगी।

### 3. Performance security

3.1 To ensure due performance of the contract, an interest-free Performance Security, for an amount of 10% of the total annual value of the award of contract will be deposited by the contractor in the form of an Account payee Demand Draft in favour of 'Bureau of Indian Standards' payable at 'New Delhi' or a Bank Guarantee as per format indicated in Annexure-1 of schedule 7.

**3.2** Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

**3.3** Any amount due/recoverable from the Contractor under the terms of this Contract or any other account, may be deducted from the amount of Performance Security Deposit. In case, the amount of Performance Security Deposit is reduced by reason of any such deduction, the Contractor shall, within fifteen (15) days of receipt of notice of demand from the Bureau, make good the deficit. In case, security is deposited by way of bank guarantee by the Contractor, then any penalty for damages liquidated or unliquidated or for any breach or failure or determination of Contract, not previously paid to the Bureau, shall immediately on demand be paid by the said bankers to Bureau under and in terms of the said guarantee.

**3.4** If during the term of this Contract, the Contractor is in default of the due and faithful performance of its obligations under this Contract, or any other outstanding dues by the way of fines, penalties and recovery of any other amounts due from the Contractor, the Bureau shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Performance Security.

**3.5** Nothing herein mentioned shall debar the Bureau from recovering from Contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.

**3.6** The Performance Security shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the Bureau. The Performance Security shall be returned to the Contractor by the Bureau within sixty days following the Completion Date or Termination Date of this Contract provided that there are no outstanding claims of the Bureau on the Contractor.

#### **4. संविदा दस्तावेज**

**4.1** संविदा बनाने वाले विभिन्न संविदा दस्तावेजों को एक-दूसरे पक्ष को यथा आपसी वर्णित लिया जाएगा, लेकिन इसी में संदेह या कमी के मामले में वर्णित किया जाएगा तथा ब्यूरो के सक्षम प्राधिकारी द्वारा सुमेलित किया जाए जो संविदाकार को आवश्यक निर्देश जारी करे तथा ऐसे मामलों में जब तक अन्यथा उपबंधित न हो तो संविदा बनाने हेतु दस्तावेजों की प्राथमिकता निम्नानुसार है:

- i. करार
- ii. पूर्व बोली बैठक, स्पष्टीकरणों के कार्यवृत्त
- iii. संविदा की शर्तें
- iv. निविदा सूचना एवं निविदा दस्तावेज

- v. स्वीकार्यता पत्र
- vi. संविदा के संबंध में पक्षों के बीच किए गए अन्य पत्राचार
- vii. संविदाकार का प्रस्ताव

#### **4. Contract documents (which shall form part of the contract)**

4.1 The several Contract documents forming the Contract shall be taken as mutually explained to one party by the other, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Competent Authority of the Bureau who shall issue to the Contractor necessary instruction thereon and in such event unless otherwise provided in the Contract, the priority of the documents forming the contract shall be as follows:

- a) The Agreement
- b) Minutes of pre-bid meetings, clarifications
- c) The Conditions of Contract
- d) Tender Notice and Tender Document
- e) Letter of Acceptance.
- f) Any other correspondence exchanged between the parties in connection with the contract.
- g) The Contractor's Offer

#### **5. संविदा की वैधता**

5.1 इस संविदा पर हस्ताक्षर करने की तिथि से तीन वर्षों की अवधि के लिए संविदा वैध होगी। इस संविदा पर हस्ताक्षर करने की तिथि से तीन वर्षों की अवधि के लिए संविदा वैध होगी। तथापि, संविदा की वार्षिक आधार पर समीक्षा की जाएगी और संविदाकार का कार्य संतोषजनक होने तथा दोनों पक्षों की आपसी सहमति पर इसे हर वर्ष बढ़ाया जाएगा।

#### **5. Validity of the contract**

5.1 The Contract shall be valid for a maximum period of three years from the date of signing this Contract. However, the contract will be awarded initially for one year and will be extended every year subject to review on annual basis and the satisfactory performance of the contractor and on the mutual consent of both the parties.

#### **6. Detailed scope of the work**

6.1 The Contractor 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 programmes per year	Average Duration of per Programme in days	Expected no. of participants per programme
1.	Training Programmes	70	3 days	15
2.	VIP	05	01day	40

	Lunch/Dinner			
3.	Hi Tea	10	01day	40

Note: The above figures are indicative and may change.

The approximate servings would be as under:

Sl. No.	Particulars	Approximate Servings (Units) in a year
01	Tea/Coffee	$70 \times 3 \times 30 = 6,300$
02	Breakfast	$70 \times 3 \times 15 = 3,150$
03	Lunch (Veg or Non-Veg)	$70 \times 3 \times 15 = 3,150$
04	Dinner (Veg or Non-Veg)	$70 \times 3 \times 15 = 3,150$
05	VIP Lunch (Veg or Non-Veg)	$05 \times 1 \times 40 = 200$
06	Hi-Tea	$10 \times 1 \times 40 = 400$

The approximate servings, as mentioned above, may increase or decrease during the period of the contract.

**6.2 Special Events Arrangements** - NITS may arrange special events, sometimes at short notice, besides regular training activities in which the Contractor may be required to provide additional services as per the requirement of NITS and at the rates approved by NITS of the Bureau.

**6.3 Catering Service** - The Contractor shall provide regular catering service to the guests/ participants in the NITS premises as per the following Menu/courses (details as per **Annexure-5 of Schedule-7**):

- a) Morning Tea / Coffee
- b) Buffet Breakfast
- c) Mid Session Tea/coffee (morning & afternoon)
- d) Evening Tea/coffee
- e) Buffet Lunch & Dinner
- f) As and when required:
  - VIP Lunch/Dinner
  - High tea

**6.4** 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.

**6.5** The Contractor shall provide varieties in Menu/Cuisine in consultation with NITS and shall get the weekly menu approved from authorized officer of NITS.

**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 Contractor, 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/soups are served steaming hot.
- c) The Canteen shall remain open on all days when any programme is scheduled or Guests are staying in the hostel rooms.
- d) The Contractor should be prepared to serve for parties in the Kitchen, 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. Obligations of the Contractor**

**7.1** The contractor shall use good quality (non-contaminated because of parasites, undesirable micro-organisms/pesticides/veterinary drugs or toxic items, decomposed or extraneous substances and of valid shelf life) raw material in preparation of food.

**7.2** The Contractor shall use raw material for preparation of food or servings as per details given at **Annexure -6 of Schedule-7**.

**7.3** The contractor shall meet the catering requirement of international guests. The contractor shall have expertise in Indian, Chinese and continental cooking, vegetarian and non-vegetarian.

**7.4** The contractor shall prepare food only in the kitchen of the NITS premises. Contractor shall not bring or serve any food prepared or cooked outside NITS premises. No outsider shall be permitted inside hostel and canteen block. Food shall not be served to any outsider, either on payment or free of cost.

**7.5** Contractor shall provide adequate approved bone china or Opal ware crockery and cutlery and table cloth, mats etc. of superior quality in the kitchen and dining hall. Utensils for serving warm food shall also be provided by the Contractor.

**7.6** The Contractor shall deploy chef and adequate catering staff, trained and well experienced to ensure timely, efficient and prompt service. The Contractor 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 Contractor may use the pantry rooms available in the Administrative building for the purpose.

**7.7** The contractor shall ensure that no additive/preservative banned by the Government will be used in any of the food preparations.

**7.8** 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 Contractor.

**7.9** The waiters/serving staff shall be well dressed, presentable, well-mannered and trained. The staff of the contractor shall maintain the proper behaviour with the guests. Adequate sets of uniform shall be provided by the Contractor so that they can present themselves neat and clean daily. The Canteen staff shall be liable for search at entrance or exit. The Contractor shall be personally responsible for the conduct and behaviour of his staff.

**7.10** Use of kerosene oil is prohibited and heating system for cooking has to be with the best standards.

**7.11** Use of Hot Case/Micro Wave and refrigerator only is permitted inside the dining area.

**7.12** The Contractor shall arrange for such of those special equipments and apparatus if any required for cooking etc in the Kitchen at his own cost.

**7.13** The Contractor shall be solely and wholly responsible for the procurement of all articles of food and provisions at his own cost. The Contractor shall bear complete financial responsibility for all purchases and financial commitments he may enter into for fulfilling the contract. It shall be the responsibility of the Contractor to store the materials purchased by him in a neat, tidy and hygienic manner in the space provided by NITS. The security of such material shall be the sole responsibility of the Contractor.

**7.14** The Contractor shall ensure that staff deployed in catering services is free from any infection or communicable diseases and arrange their regular Health checkups. 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.

**7.15 Quality Maintenance:**

**7.16** The Contractor shall be equipped to undertake Hygiene audit as per **Annexue-7 of Schedule-7** on daily basis and report submitted to NITS. NITS will also undertake independent hygiene and quality audits as and when deemed necessary.

**7.17** The eatables served by the Contractor 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.

**7.18** 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.

**7.19** Vegetarian and Non Vegetarian dishes shall be prepared and served separately.

**7.20** All vegetables, fruits etc. used shall be fresh and shall not be rotten or overripe. The Contractor 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. The contractor shall also be responsible for the safe and hygienic disposal of the canteen waste.

**7.21 Inspection:**

- a) NITS shall check the quality of grains, oil, vanaspati oil, atta (flour), fruits, vegetables and provisions used or stored in the store room for cooking from time to time. Any deficiency pointed out shall be promptly removed.

- b) The Contractor shall allow the food inspector/ NITS Officer to inspect the foods items and services for their quality, as per prevailing rules and regulations. The Contractor shall abide by all laws applicable.
- c) The Contractor shall submit in the prescribed format on a daily basis a checklist for the maintenance of Catering Services as given in Annexure-8 of Schedule-7.
- 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.

## **7.22 Maintenance of Dining Hall**

- a) The Contractor 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 Contractor.
- 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.

## **7.23 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 Contractor shall place hot Tea/Coffee Dispenser (to be provided by Contractor) 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 Contractor shall arrange to serve tea and coffee and water in the training halls, as and when required.

**7.24** The Bureau shall not in any manner be liable and all statutory liabilities such as Minimum Wages, ESI & EPF etc. shall be paid by the contractor.

**7.25** The Contractor shall exercise adequate supervision to ensure performance of services in NITS. This may involve the availability of catering personnel at times, to be determined by NITS, during training programme.

**7.26** The personnel of the Contractor shall not be the personnel of the Bureau and they shall not claim any salary or allowances, compensation, damages or anything arising out their deployment/duty under this contract. The Contractor shall make them known about this position in writing before deployment under this agreement.

**7.27** The Contractor shall provide adequately trained and experienced supervisor to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

**7.28** All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Bureau.

## **8. Obligation of the Bureau, if any**

8.1 A kitchen facility may be provided in the hostel premises of NITS.

8.2 Furniture like chairs and tables shall be made available by the NITS.

8.3 NITS of the Bureau shall provide free electricity for the purpose of lighting, refrigeration, dessert cooler, water cooler.

## **9. Payment Terms:**

9.1 The bill shall be paid in terms of the actual consumption and the same must be verified by the authorized officer of the NITS. If there is any variation, payment shall not be released. Any supply of food items without proper authorization by the designated authority of NITS shall not be paid. The billing will be done on monthly basis; Bill should be neatly typed and submitted in duplicate, in connection with the service to this office in the 1<sup>st</sup> week of the following month. The payment of bills and other claims arising out of the contract will be made by Account Payee Cheque drawn in the name of the Contractor/credited directly in Bank Account of the Contractor. The payment will be subject to the provisions of the Income Tax Act, 1961 i.e., Tax will be deducted at source with cess/surcharge, at the prevailing rates, from the gross amount of each bill submitted.

9.2 The Bureau reserves the rights to retain and set off against any sum which may be from time to time due to the Contractor under any claim, which the Bureau may have under this or any other Contract/Agreement.

## **10. Imposition of fines/penalty (for deficiency in services)/Risk purchase**

10.1 If the Contractor fails to deliver or does not perform the Services within the time period specified in the Contract, for the reasons beyond his control, the Bureau shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, as under:-

<b>Sl. No.</b>	<b>Nature of Penalty</b>	<b>Penalty Amount(Rs.)</b>
1	Complaint by 50% of participants for quality of food and behaviour of catering personnel.	40% reduction in quoted rate for each day of default
2	For not providing food items as per approved menu	20% reduction in quoted rate on each occasion.
3	For not maintaining hygienic conditions in the preparation area	10% reduction in quoted rates for each day of default
4	Any lapse noticed during operation of contract other than listed in clause "Penalties".	20% reduction in quoted rate per incident.

**10.2** The decision of NITS of the Bureau, on all types of penalties, shall be final and binding on the firm. Once the penalty amount is reached equivalent to the amount of Performance Security, the Bureau may consider termination of the Contract.

**10.3** In case, the Contractor fails to provide the requisite catering services as stipulated in the delivery schedule, NITS of the Bureau reserves the right to hire the same or similar food items from alternate sources at the risk, cost and responsibility of the Contractor.

## **11. Indemnity**

**11.1** The contractor shall indemnify and keep indemnified the Bureau against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto under the provisions of various labour laws as amended from time to time.

**11.2** The contractor shall indemnify, protect and save the Bureau against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements.

## **12. Termination / Suspension of Contract**

**12.1** NITS of the Bureau shall be at liberty at any time to suspend temporarily this Contract on change or compensation by reason thereof giving 24 hours notice in writing to the Contractor for breach of any of the terms and conditions of this Contract for insufficient service or misconduct of the Contractor as to which the decision of NITS of the Bureau shall be final and the Contractor shall not be entitled to any change or compensation by reason thereof.

**12.2** In the event of default on the part of the Contractor, which results from the Contractor being unable to fulfil its Service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:

- (a) In the opinion of the Bureau, the Contractor has repudiated the Contract,
- (b) Without reasonable excuse has failed to commence supply of Services in accordance with this Contract, or failed to provide Services within the time stipulated for completion;
- (c) Despite previous warning from the Bureau, in writing, or otherwise persistently or flagrantly neglecting to comply with any of its obligations under the Contract;
- (d) Serious discrepancy in the quality of the services is noticed during the inspection.
- (e) If the Contractor is in breach of any law or statute governing the supply of Services;

- (f) The Contractor, in the judgement of the Bureau, has engaged in corrupt or fraudulent practices in competing for or in carrying out the Services under the Contract.
- (g) The Contractor enters into voluntary or involuntary bankruptcy, or liquidation;
- (h) The Contractor becomes insolvent;
- (i) A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets;
- (j) Any act is done or event occurs with respect to the Contractor or its assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events;
- (k) The Contractor (in case of a consortium) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of the Bureau.

### **13. Termination by the Bureau**

**13.1** It shall also be lawful for the Bureau to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage which the Contractor may suffer by reason of such termination, by giving the Contractor 30 days' notice in writing by the Bureau for such termination. Any such termination shall be without prejudice to any other right of the Bureau under the Contract.

### **14. Contractor's right to terminate**

**14.1** If the Contractor decides to terminate the contract before the end of contract period, the Contractor has to give an advance intimation of at least 60 days.

**14.2** If the Contractor terminates the agreement without prior notice of 60 days, then the entire security deposit will be forfeited.

### **15. Force Majeure Clause:**

**15.1** If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Director General of the Bureau or his authorised officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, 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 its option terminate the contract provided also that the Bureau shall be at liberty to take over from the Contractor at a price to be fixed by Director General of the Bureau or an officer authorised by DG BIS, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the Bureau may deem fit excepting such materials,

bought out components and stores as the contractor may with the concurrence of the Bureau elect to retain.

## **16. Corrupt or Fraudulent Practices**

**16.1** NITS of the Bureau requires that the Bidders under this Bid observe the highest standards of ethics during the procurement and execution of such Contracts. Accordingly, the Bureau defines the terms set forth as follows:

(a) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the hiring process or in contract execution; and

(b) “fraudulent practice” means a misrepresentation of facts in order to influence a hiring process or a execution of a contract to the detriment of the Bureau, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Bureau of the benefits of the free and open competition.

**16.2.** NITS of the Bureau shall reject a proposal for award, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; NITS of the Bureau shall deem a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at anytime determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

## **17. Confidentiality**

**17.1** The contractor shall not divulge or disclose proprietary knowledge obtained while delivering services under this contract to any person, without the prior written consent of NITS of the Bureau.

## **18. Publicity**

**18.1** Any publicity by the contractor in which the name of NITS of the Bureau is to be used, should be done only with the explicit written permission of NITS of the Bureau.

## **19. Disputes & Arbitration**

**19.1** NITS of the Bureau and the contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

**19.2** If a dispute(s) of any kind whatsoever that cannot be resolved the same shall be referred to the Arbitrator, appointed by the Director General of the Bureau. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

## **20. Mode of serving Notice**

**20.1** Communications between Parties which are referred to in the Contract are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

**20.2** All notices shall be issued by the authorized officer of NITS of the Bureau unless otherwise provided in the contract. In case, the notice is sent by registered post to the last known place or abode or business of the contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

## **21. Governing language**

**21.1** Governing language for the entire contract and communication thereof shall be English only.

## **22. Law**

**22.1** The contract shall be governed and interpreted under Indian Laws.

## **23. Legal Jurisdiction**

**23.1** No suit or other proceedings relating to performance or breach of contract shall be filed or taken by the contractor in any Court of law except the competent Courts having jurisdiction within the local limits of Noida only.

## **24. Stamp Duty**

**24.1** The Contractor shall bear and pay any stamp duty and registration charges in respect of the Contract.

## **25. Holder of Original Agreement:**

**25.1** Original agreement shall be kept by the NITS of the Bureau and a copy of the same shall be given to the Contractor.

## SCHEDULE – 3

### (SCOPE OF WORK)

- 1.1 The Contractor 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 programmes per year	Average Duration of per Programme in days	Expected no. of participants per programme
1.	Training Programmes	70	3 days	15
2.	VIP Lunch/Dinner	03	01day	40
3.	Hi Tea	10	01day	40

Note: The above figures are indicative and may change.

- 1.2 The approximate servings would be as under:

Sl. No.	Particulars	Approximate Servings (Units) in a year
01	Tea/Coffee	$70 \times 3 \times 30 = 6,300$
02	Breakfast	$70 \times 3 \times 15 = 3,150$
03	Lunch (Veg or Non-Veg)	$70 \times 3 \times 15 = 3,150$
04	Dinner (Veg or Non-Veg)	$70 \times 3 \times 15 = 3,150$
05	VIP Lunch (Veg or Non-Veg)	$05 \times 1 \times 40 = 200$
06	Hi-Tea	$10 \times 1 \times 40 = 400$

The approximate servings, as mentioned above, may increase or decrease during the period of the contract.

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

**1.4 Catering Service** - The Contractor shall provide regular catering service to the guests/ participants in the NITS premises as per the following Menu/courses (details as per **Annexure-5 of Schedule-7**):

- g) Morning Tea / Coffee
- h) Buffet Breakfast
- i) Mid Session Tea (morning & afternoon)
- j) Evening Tea
- k) Buffet Lunch & Dinner
- l) As and when required:
  - VIP Lunch/Dinner
  - High tea

**1.5** 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.

**1.6** The Contractor shall provide varieties in Menu/Cuisine in consultation with NITS and shall get the weekly menu approved from authorized officer of NITS.

**b)** 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.

- c)** The Contractor, 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/soups are served steaming hot.
- e)** The Canteen shall remain open on all days when any programme is scheduled or Guests are staying in the hostel rooms.
- f)** The Contractor should be prepared to serve for parties in the Kitchen, lawn or other location for which he may be required to have other arrangements like fans, candle burners/gas burners, table ware and thermoware etc.

#### अनुसूची 4 : विशिष्ट एवं संबद्ध तकनीकी विवरण

1. **संविदा की प्रस्तावित वैधता :** संविदा, संविदा हस्ताक्षर किए जाने की तिथि से तीन साल के लिए वैध होगी। तीन साल । तथापि, संविदा की वार्षिक आधार पर समीक्षा होगी तथा फर्म की सेवाएं संतोषजनक होने एवं दोनों पक्षों की आपसी सहमति पर प्रतिवर्ष इसे बढ़ाया जाएगा ।
2. **निविदा दस्तावेज की उपलब्धता :**  
क) **स्थान :** एनआईटीएस, ए-20-21, इंस्टीट्यूशनल एरिया, सैक्टर 62, नोएडा,, यू.पी.  
और बीआईएस की वेबसाइट [www.bis.org.in](http://www.bis.org.in) और [www.eprocure.gov.in](http://www.eprocure.gov.in)  
ख) **अवधि:** 09.05.2017 से 05.06.2017, 1400 बजे तक
3. **बोलियों के प्रस्तुतीकरण की पद्धति/तरीका -** एक लिफाफा जिसमें 'तकनीकी बोली' एवं 'वित्तीय बोली' वाले दो लिफाफों हो जिसपर ' **कैटरिंग सेवाओं हेतु बोली**' अंकित हो तथा उस पर पक्ष का नाम व पता और यह "प्रमुख (एनआईटीएस), राष्ट्रीय मानकीकरण प्रशिक्षण संस्थान, ए-20-21, इंस्टीट्यूशनल एरिया, सैक्टर 62, नोएडा, उत्तर प्रदेश" को भेजा जाए जो कि 05.06.2017 (सोमवार) तक पहुंच जाए।
4. **बोलियों को खोलना:** तकनीकी बोलियां 05.06.2017 (सोमवार) को 1430 बजे प्रमुख (एनआईटीएस), एनआईटीएस, ए-20-21, इंस्टीट्यूशनल एरिया, सैक्टर 62, नोएडा,, यू.पी. के कार्यालय में खोली जाएंगी। वित्तीय बोली खोलने की तिथि बोली के तकनीकी मूल्यांकन के बाद तय की जाएगी
5. **धरोहर राशि जमा :** रूपए एक लाख पचाह हजार (रु. 1,50,000/-)
6. **कार्यकारिता प्रतिभूति जमा:** संविदा देने के कुल वार्षिक मूल्य का 10%
7. **बोलियों की वैधता:** तकनीकी बोली को खोलने से 90 दिनों तक
8. **इस निविदा/संविदा हेतु ब्यूरो की ओर से प्राधिकृत अधिकारी :** प्रमुख (एनआईटीएस) ।

#### SCHEDULE – 4: DETAILS OF TENDER DOCUMENT

1. **Proposed validity of the contract:** Maximum three Years. However, the contract will be initially awarded for one year and extended every year subject to review on annual basis & the satisfactory services of the firm and on the mutual consent of both the parties.

**2. Availability of Tender Documents:**

**Place:** A-20, 21, Institutional Area, Sector 62, Noida-201301 and website of the Bureau : [www.bis.org.in](http://www.bis.org.in)

**Period:** 09 May 2017 to upto 1400 h on 05 June 2017.

**3. Method/manner for Submission of Bids:** An envelope super-scribing “**Tender for Catering Services at NITS**” having two envelopes containing “Technical Bid” and “Financial Bid” must bear the name & address of the party & shall be addressed to “Head (NITS), A-20, 21, Institutional Area, Sector 62, Noida-201301”, The bid shall reach in the office of the (NITS), A-20, 21, Institutional Area, Sector 62, Noida-201301 by 1400 h latest by **05 June 2017** (Monday).

**4. Earnest Money Deposit:** Rs. 1,50,000/-

**5. Performance Security Deposit:** 10% of the total annual value of the award of contract.

**6. Validity of Bids:** 90 days from the date of opening of technical bid.

**7. Opening of Bids:** Technical Bids shall be opened at 1430 h on **05 June 2017**(Monday) in the office of the (NITS) located at A-20, 21, Institutional Area, Sector 62, Noida-201301 in the presence of owner/proprietor or the authorised representative of the bidder. Date of opening of financial bid shall be decided after technical evaluation of the bid.

**8. Authorized Officer on behalf of NITS of the Bureau for this tender/contract:** Head (NITS)

## SCHEDULE – 5: PRICE SCHEDULE

Ref. No. NITS/Admn/1:7

To,  
The Head (NITS)  
National Institute of Training for Standardisation,  
A-20, 21, Institutional Area, Sector 62, Noida-201301

**i) Description/Brief Specification of the services : As per Schedule-2**

Sl. No.	Particulars	Approximate Servings (Units) in a year
01	Tea/Coffee	$70 \times 3 \times 30 = 6,350$
02	Breakfast	$70 \times 3 \times 15 = 3,150$
03	Lunch (Veg or Non-Veg)	$70 \times 3 \times 15 = 3,150$
04	Dinner (Veg or Non-Veg)	$70 \times 3 \times 15 = 3,150$
05	VIP Lunch (Veg or Non-Veg)	$05 \times 1 \times 40 = 200$
06	Hi-Tea	$10 \times 1 \times 40 = 400$

Sl. No.	विवरण Particulars	मूल्य प्रति सर्विंग Price per Serving (a)	एक वर्ष में सेर्विंग्स (इकाई) Approximate Servings (Units) in a year (b)	कुल मूल्य Total price in Rs. (a x b)
01	चाय/कोफी Tea/Coffee		$70 \times 3 \times 30 = 6,300$	
02	नाश्ता/Breakfast		$70 \times 3 \times 20 = 3,150$	
03	मध्यह्न भोज/Lunch (Veg or Non-Veg)		$70 \times 3 \times 20 = 3,150$	
04	रात्रि भोज/ Dinner (Veg or Non-Veg)		$70 \times 3 \times 20 = 3,150$	
05	वीआईपी लंच / डिनर VIP Lunch/dinner (Veg or Non-Veg)		$05 \times 1 \times 40 = 200$	
06	हाई-टी Hi-Tea		$10 \times 1 \times 40 = 400$	
कुल उद्धरित मूल्य Total Quoted Price				
शब्दों में कुल उद्धरित मूल्य Total Quoted Price in Words:				

I/We give an undertaking that I/we have read the Bid document and understood all terms and conditions for providing catering services and agree to abide by these terms and conditions.

Name and Signature of the Firm/Company  
Seal of the Firm/Company

Date:  
Place:

## SCHEDULE - 6: CONTRACT FORM

### AGREEMENT

THIS AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ 2016 between M/s\_\_\_\_\_ (Name and Address of the Contractor) (hereinafter referred to as the CONTRACTOR, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and the National Institute of Training for Standardization (NITS), A-20 & 21, Institutional Area, Sector-62, Noida-201307 of Bureau of Indian Standards (hereinafter referred to as the BUREAU, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the Contractor is a catering service provider.

AND WHEREAS the Bureau is a body corporate, enacted by the Parliament. The Bureau intends to hire contractor for catering services, therefore, invited bids through Open or Advertised Tender enquiry dated \_\_\_\_\_

WHEREAS the Contractor (successful bidder) submitted his bid vide \_\_\_\_\_ in accordance with the bid document and was selected as 'successful bidder' pursuant to the bidding process and negotiation on contract prices, awarded the 'Letter of Acceptance' (LoA) No. \_\_\_\_\_ to the Contractor on \_\_\_\_\_.

BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in

**“Schedule-2 (Conditions of Contract) of Tender Document”. (To Be Inserted)**

\_\_\_\_\_

(Signature of Contractor/  
Authorized Representative)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**Seal of the Firm/Company**

**Witness:**

\_\_\_\_\_

(Signature )

Name of Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

(Signature of Authorized Officer of the Bureau)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**Seal of the Bureau**

**Witness:**

\_\_\_\_\_

(Signature)

Name of Witness \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE - 7: OTHER STANDARD FORMS, IF ANY, TO BE UTILIZED BY THE BIDDERS**

1.	Annexure-1	FORM OF BANK GUARANTEE BOND (To be submitted by the bidder as Earnest Money and by successful bidder as performance security as applicable)
2.	Annexure-2	DETAILS TO BE FURNISHED BY THE BIDDERS  (To be submitted by all the bidders in the envelope containing the technical bid.)
3.	Annexure-3	DETAILS OF THE SIMILAR TYPE OF SERVICES PROVIDED BY THE BIDDER DURING LAST 3 YEARS (To be submitted by all the bidders in the envelope containing the technical bid.)
4.	Annexure-4	DECLARATION REGARDING BLACK-LISTING AND/ OR LITIGATIONS (To be submitted by all the bidders in the envelope containing the technical bid.)
5.	Annexure-5	FOOD MENU
6.	Annexure-6	RAW MATERIAL
7.	Annexure-7	PROFORMA FOR HYGIENE AUDIT
8.	Annexure-8	DAILY CHECKLIST FORM CAFETERIA

## Annexure –1 of Schedule 7

### FORM OF BANK GUARANTEE BOND

In consideration of Bureau of Indian Standards (hereinafter called 'The BUREAU') having agreed to exempt \_\_\_\_\_ (hereinafter called "the said Contractor(s)" from the demand under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called "the said Agreement of security deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ Rupees \_\_\_\_\_ Only) we, \_\_\_\_\_ (hereinafter referred to as 'the bank') (indicate the name of the bank) at the request of \_\_\_\_\_ [(Contractor (s) do hereby undertake to pay the Bureau an amount not exceeding Rs. \_\_\_\_\_ against any loss or demand caused to or suffered or would be caused to or suffered by the Bureau by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

1. We \_\_\_\_\_ do hereby undertake to ( indicate the name of the bank) pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Bureau of Indian Standards stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Bureau by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....

3. We, undertake to pay to the Bureau any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s) / Supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) / Supplier (s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ further agree that the Guarantee herein contained (indicate the name of Bank) shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Bureau under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the authorized officer of the Bureau (General Service Department) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ..... we shall be discharged from all liability under this guarantee thereafter.

5. We.....further agree with the Bureau that the Bureau shall(indicate the name of Bank)have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Bureau against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or commission on the part of the Bureau or any indulgence by the Bureau to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s).

7. We, ..... lastly undertake not to revoke this guarantee during (indicate the name of bank) its currency except with the previous consent of the Bureau in writing.

Dated the.....day of.....20

For .....

(indicate the name of bank)

**Annexure–2 of Schedule 7**

**DETAILS TO BE FURNISHED BY THE BIDDERS**

1. Name of the Firm/Company:
2. Class of Registration with validity date:
3. Value of Registration:
4. Address for Communication:
5. Telephone No./Mobile No.:
6. E-mail:
7. Details of Proprietor/Partner/Director

Name	Address	Qualification and Experience

8. Annual Turnover of the Firm/Company during previous three

Financial Years (Certified copies of audited Balance Sheet to be submitted):

Financial Year	Annual Turnover (Rs)	Copies of audit Balance Sheet enclosed (Yes/No)
Previous Financial Year 2015-16  (Y-1)		
2nd Previous Financial 2014-15  Year (Y-2)		
3rd Previous Financial 2013-14  Year (Y-3)		

9. PAN, TIN Number of the Firm/Company :
10. Service Tax Registration No.:
11. EMD Draft Number/Date & Name of the Bank:

This is to certify that the above facts are true complete and correct to the best of my knowledge and belief. Further, it is certified that I/We have read and understood the terms and conditions of the Tender Notice.

I/We give an undertaking and give our unconditional and unequivocal acceptance of all terms and conditions of the Tender and agree to abide by these terms and conditions.

Name and Signature of the Firm/Company

Seal of the Firm/Company

Dated:

Place:

**Annexure –3 of Schedule 7**

**Details of the similar type of Services provided by the Bidder during last 3 years**

**Name of the Bidder:**

	<b>Name and Type of services provided</b>	<b>Name &amp; Address of the Client</b>	<b>Value of Contract</b>	<b>Remarks</b>
<b>2015-2016</b>				
<b>2014-2015</b>				
<b>2013-2014</b>				

**Note:** - The turnover amount should be certified and audited by CA of firm and separate sheet should be enclosed

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

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

\_\_\_\_\_

Seal of the Firm/Company

**Annexure–4 of Schedule 7**

**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 ..... 201

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

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

Seal of the Firm/Company

## **Annexure–5 of Schedule 7**

### **FOOD MENU**

#### **Hot Beverages**

Tea/Coffee/Milk (as per request)

#### **BREAKFAST**

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

**OR**

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

#### **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**

1. **One Paneer Dish** - Shahi Panner/ Matter Paneer/ Malai Kofta/ Kadhai Paneer, Palak Paneer etc.
2. **One Non-Veg** - Boneless Chicken/Chicken Curry/Murg Tikka/Grilled Fish/Fried Fish/Mutton Curry/Kebabs, etc.
3. **One Seasonal Vegetable** Mix Veg / Kofta /Bhindi/ Cabbage/Cauliflower/ Carrot/pease boiled Vegetables/ Dum Aloo/ baby corn
4. **One Dal** Yellow Dal Tadka/ Dal Makhani/Rajma/ Chane/ Sambar-Dal
5. **Rice** Steamed Rice/Zeera Rice/ Veg Pulao/ Fried Rice
6. **Curd** Plain Curd/Boondi Raita/Mix Raita/ Dahi Bhalla, etc
7. **Breads** Tawa roti/Naan/Pudina Parantha/Tandoori Roti/Lachha Parantha
8. **Noodles** **As required**
9. **Achaar + Papad + Chutney (Mint-Coriander)**
10. **Desserts** - Rasmalai/Gulab Jamun/Moong Dal halwa/Gajjar halwa/ Malpua or Jalebi with Rabri/ Custard with Jelly / Rasgolla/ Ice Cream or Puddings (different flavours)/Pastry, etc.

\*Note: In case of vegetarian lunch/dinner, the contractor shall provide two seasonal vegetables.

## **VIP LUNCH / DINNER**

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

### **Starters**

**Veg snacks (Three)** Vegetable whole wheat sandwich or Paneer Tickka Sandwich, potato rolls, mushroom spring rolls, Kathi rolls, Hara Bhara Kababs, etc.

**Non-Veg Snacks (Two)** (Fish Amritsari, Fish Tikka, Chicken Loly Pop, Chilly chicken, Seekh Kabab, etc.)

## **Main Course**

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

**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

Yellow Dal Tadka/Dal Makhani/Rajmah/Channe

Steamed Rice/ Navarattan Pulao/ Zeera Rice/ Veg Pulao

Plain Curd/Boondi Raita/Vegetable Raita/ Dahi Bhalla

Plain/Butter Naan/Rotti/ Parantha/Tawa Roti/Missi/Makki Roti etc plus additional items as desired by NITS

Achaar+ Papad+Chutney

**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, etc.

### **Hi-Tea**

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

**Note: The Contractor shall replace the above dishes on mutual consent of NITS and the Contractor only.**

## **Annexure-6 of Schedule 7**

### **RAW MATERIAL**

1. RICE – Branded Basmati - Sona Masoorie (Kurnool)
2. PULSES – i-Shakti/ Rajdhani/Divine/Sona/Equivalent Brand
3. OIL - Refined Ground / Sunflower / Soyabean / Dhara / Godrej / Sundrop/Equivalent Brand
4. GHEE: Amul, Mother Dairy or any other reputed brand
5. ATTA - Wheat fresh Atta Pilsbury, Annapurna, Ashirvad
6. AROMAT POWDER (Ararot): Tit Bit/Sams
7. BESAN: Shakti Bhog/Rajdhani
8. MAIDA: Shakti Bhog/Rajdhani/Arjun or any other reputed brand
9. PICKLES - Priya / MTR/ Mothers
10. PAPAD - Lijjat
11. BREAD – White or Brown - Modern / Britannia / Spencer/Harvest Gold
12. BUTTER - Amul / Vijaya / Britannia/ Mother Dairy
13. JAM – Kissan / Sil
14. SAUCE - Kissan / Maggi
15. VINEGAR: Ching's
16. MILK - Pasteurised Dairy Whole Milk
17. Milk Powder: Nestle/Everyday.
18. TEA - Tea bags Tajmahal / Lipton / Red label
19. COFFEE - Nescafe, Bru
20. SUGAR CUBES or SUGAR SACHETS – Mawana, Daurala
21. BISCUITS - Marie, Nice, Monaco, Good Day, Krackjack, Britannia Cream, Bourbon
22. ICE-CREAM - Amul / Kwality walls / Vadilal/ Mother Dairy Scoop - Cup size
23. CORN FLAKES - "Kellogs"/"Champion"/"Heritage"/Horlicks
24. OATS - "Champion" /"Quaker"/"Kellogs"/ "Saffola"
25. MASALA - Everest/MDH/Badshah/Agmark approved or any other popular brand but to be got approved by the competent authority
26. PEAS – Fresh Green Pease/ Branded Frozen Peas – Safal/ Yummiez/ Mc Cain
27. VEGETABLES: Freshly procured from the market on daily basis or weekly basis.
28. FRUITS - Freshly procured from the market on daily basis or weekly basis.
29. CHICKEN - Best Quality (Suguna / Vencob/Republic of Chicken)
30. MUTTON - Freshly procured from the market on daily basis or weekly basis.
31. FISH - Freshly procured from the market on daily basis or weekly basis.
32. SALTED BISCUIT: Monaco/Krack Jack/Britannia 50-50/Britannia/Maska Chaska
33. SWEET BISCUIT: Britannia Marie Gold/Cream/Parle-G/Good day/Little hearts/Hide & Seek/Milk Bikies/Bourn-Bourn/ Orange Cream Priya Gold/Sunfeast
34. VINEGAR: Heinz, Godrej, Tops, etc.
35. CREAM: Amul/Mother Dairy or any other reputed brand
36. DRY FRUIT: A Grade

**Annexure-7 of Schedule 7**  
**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 –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 Hygiene 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>Conditions of Equipment in Food Preparation</b>			
	11	Work worthy	Yes	No
	12	Safe to handle	Yes	No
	13	Clean	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	Wall 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 Counters(s) are adequately clean	Yes	No

**Annexure-8 of Schedule 7**  
**DAILY CHECKLIST FORM CAFETERIA**

**Date** \_\_\_\_\_

<b>Sl. No.</b>	<b>Issue</b>	<b>Observation</b>		<b>Remarks</b>
1.	Raw material received are branded ones and stored properly	Yes	No	
2.	Food prepared properly and stored properly under Hygienic conditions	Yes	No	
3.	Prepared items covered properly	Yes	No	
4.	Utensils are properly cleaned	Yes	No	
5.	Floors are hygienically cleaned	Yes	No	
6.	Kitchen staff are in uniform	Yes	No	
7.	Service Boys are in uniform and wearing	Yes	No	
8.	Service Boys are wearing Gloves and caps	Yes	No	
9.	Potable Drinking water arrangements neatly done	Yes	No	
10.	Utensil washing is properly maintained	Yes	No	
11.	Dining hall and Tables in cafeteria properly cleaned and dressed up	Yes	No	
12.	All items as per Menu provided	Yes	No	
13.	Serving tables covered with white clothe with coloured frills	Yes	No	
14.	All items in orderly manner and are in a presentable manner	Yes	No	
15.	Fingernails trimmed and clean	Yes	No	
16.	Bathing daily	Yes	No	
17.	Storage area/fridge is clean	Yes	No	
18.	Exhaust system is working	Yes	No	
19.	Garbage disposal done regularly	Yes	No	
20.	Drainage system is functioning	Yes	No	

21.	Flies present in Kitchen and Dining Area	Yes	No	
22.	Fly Catcher working satisfactorily	Yes	No	
23.	Insect or Spiderweb seen in Kitchen and Dining Area	Yes	No	
24.	Any other Observation	Yes	No	

Overall Maintenance of Cafeteria: Satisfactory/Not Satisfactory