



भारत सरकार / GOVERNMENT OF INDIA
गृह मंत्रालय / MINISTRY OF HOME AFFAIRS
राष्ट्रीय अन्वेषण अभिकरण / NATIONAL INVESTIGATION AGENCY

**INVITATION OF BIDS FOR HIRING FIRM FOR RUNNING CAFETERIA IN NIA
HQR BUILDING, OPPOSITE CGO COMPLEX, NEW DELHI-110003**

TENDER NO. 7 DATED 27 April 2018

1. Sealed Bids are invited on behalf of the President of India by Director General, NIA, New Delhi from the specialized agencies/vendors engaged in the business of running of cafeteria in an organization as per details mentioned in Part-II of this Tender. Please super scribe the above mentioned Title, Tender number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid. The Tender Processing Fee is **Rs.1000/- (non-refundable)**.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this Tender are given below -
 - a. Bids/queries to be addressed to : **The SP (Admin)**
 - b. Postal address for sending the Bids: **NIA HQrs, Opposite CGO Complex, Lodhi Road New Delhi-110003**
 - c. Name/designation of the contact person : **Shri S N Pandey, SP (Admin)**
 - d. Telephone number of the contact person: **011-24368837**
 - e. E-mail address of contact personnel: **satyanandpandey.nia@gov.in**
 - f. Fax number: **011-24368801**
3. This TENDER is divided into five Parts as follows:

Part I – Contains General Information and Instructions for the Bidders about the Tender such as the time, place of submission and opening of tenders, Validity period of tenders, EMD etc.

Part II – Contains essential details of the services required, such as the Schedule of Requirements (SOR), Eligibility Criteria, contract/Delivery Period etc.

Part III – Contains Standard Conditions of RFP, which shall form part of the Contract with the successful Bidder.

Part IV – Contains Special Conditions applicable to this Tender and which shall also form part of the contract with the successful Bidder.

Part V – Contains Evaluation Criteria and Format for Price Bids.
4. This Tender is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw this Tender, should it become necessary at any stage.

5. The Pre-Bid meeting will held at NIA HQ N/Delhi on April'18 at 1400 Hrs

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids:** 21st May'2018 at 1400 Hrs

The sealed Bids should be submitted/reach by the due date and time. The responsibility to ensure timely submission of bids lies with the Bidder. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents by NIA.

2. **Depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked for the tender or sent by registered post at the address given above so as to reach by the due date and time. Bids sent by FAX or e-mail will not be considered.

3. **Time and date for opening of Bids:** 21st May'2018 at 1600 Hrs


(If due to any reasons, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. **Location of the Tender Box:**

Reception, NIA HQrs, Opposite CGO Complex, Lodhi Road, New Delhi-03. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Bids:**

Conference Hall, NIA HQrs, Opposite CGO Complex, Lodhi Road, N/Delhi-03. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of the Bidders present at the schedule date and time. This event will not be postponed due to non-presence of representative (s) of any of the vendors.

6. **Two-Envelop Bid System:** In this case, only the Technical Bids to assess the eligibility would be opened at the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after evaluation is done by the Buyer.
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Tender will be in two parts: (a) Technical Bid (b) Financial Bid


(a) Technical Bid containing documents of general Nature establishing Eligibility Criteria as specified above. Each & every document in the Technical bid should be signed by the Proprietor/duly authorized partner or all the partners in case of a partnership firm or the authorized Director in case of a company; all these also need to be stamped by the seal of the agency on each page. The EMD should be kept in a separate Envelope super scribed as "EMD" and giving details of Tender Notice No, description of work and due date of opening on the cover and addressed to SP(Admin), NIA New Delhi.

(b) Financial Bid shall be submitted in format provided with the tender document. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to complete the BoQ/Price Bid in blue colour ink with their respective financial quotes and other details (such as name of the bidder) and submit it.

7. Forwarding of Bids – Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like complete registered & postal address, telephone/mobile Nos. & e-mail address of their office.

8. Clarification regarding contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 07 days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents. During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

9. Modification and Withdrawal of Bids: No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security. A bidder may, however, modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy which may be sent by hand/post and such signed confirmation should reach the Purchaser not later than the deadline for submission of bids.

 **10. Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection of bid with forfeiture of EMD. Conditional tenders will be rejected.

11. Validity of Bids: The Bids should remain valid for 90 days from the last date of submission of the Bids.

12. Earnest Money Deposit:—Bidders are required to submit Earnest Money Deposit (EMD) for amount of @ 10,000/- (Ten Thousand only) of total cost along with their bids in a separate sealed envelope super scribed "BID SECURITY DEPOSIT". The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business in favour of Pay & Accounts Officer, NIA, New Delhi. EMD should remain valid for a period of sixty days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC). However, they have to enclose valid a registration certificate (s) with the above organisation clearly mentioning the validity etc. along with their tender in a separate sealed envelope super scribed "EARNEST MONEY". The EMD will be forfeited if the bidder withdraws, amends, impairs or derogates from the tender in any respect within the validity period of their tender.

13. Misc.: A contractor shall not be permitted to tender for works in the concerned Division of NIA responsible for award and execution of contracts in which his near relative is posted as Gazetted Officers. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the NIA or in the Ministry of Home Affairs. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in NIA for any breach of this condition.

NOTE: "Near relatives" is meant wife, husband, parents and grand-parents, children and grand-children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

No Gazetted officer (Group-A) employed in NIA shall work as a contractor or employee of a contractor for a period of one year after his retirement/voluntary retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the



permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

Tender document may be downloaded from website www.nia.nic.in or www.eprocurement.gov.in or may be obtained from the office of the SP (Admn), NIA, HQ, Delhi on payment of Rs. 1000/- towards tender processing fee. Bidders who have downloaded the tender document from website may submit the tender processing fee by DD in favour of PAO, NIA payable at New Delhi. Tender without EMD and Tender processing fee will not be considered. The vendor may visit the site during all working days between 1100 AM to 05 PM with prior appointment for assessment of work. Visitor should have a valid identity card. All documents should be page numbered and self-attested by the authorized signatory.

PART II – ESSENTIAL DETAILS OF ELIGIBILITY AND SUPPLY REQUIRED

The detailed technical specifications for **running Cafeteria in the NIA HQrs Building, opposite CGO Complex, Lodhi Road New Delhi-110017** is attached as per **Annexure-I**

1. Eligibility Criteria:

The Vendor must fulfil the following conditions and submit the documents:

- (i) Registration Certificate/Certificate of incorporation of firm/Partnership deed/Sole proprietorship registration under shops & Establishment Act.
- (ii) **TURNOVER:** The turnover of the Bidder should be more than Rs. **10 Lac** each during the last three financial years starting from FY 2014-15. Copy of Balance Sheet & Profit & Loss Statements to be submitted duly certified by CA as supporting evidence.
- iii) Copy of PAN Card of Proprietor or the firm as the case may be & ITRs for the last three financial years 2014-15, 2015-16 and 2016-17 to be submitted.
- iv) Should give an undertaking or affidavit that the company/firm has not been black listed by any Court of Law or any Govt./ Central Autonomous bodies/ PSU and in future if such a blacklisting takes place the agency shall be liable to inform the NIA forthwith.
- v) An undertaking on the letter head of the Firm/Company to the effect that "The Bidder has gone through all the Terms & Conditions of the Tender document & the same are acceptable to the Tenderer" should be attached.
- vi) A copy of the authorization by the Proprietor/Partners/Director(s) or by all the partners of the Agency (as the case may be) in case the Bid documents are signed & sealed by an authorized person.

- vii) Should be registered for GST.
- viii) Tender Processing Fee by DD.
- ix) EMD as prescribed in tender document.

X) **EXPERIENCE:** Should have satisfactorily completed during the last 3 years i.e. 2015, 2016 and 2017 in any State or Centre Government Ministry or Department, attached and sub-ordinate offices/Semi Government/ Central/State Autonomous Bodies / PSU/Government hospitals/Coop Societies/reputed School, educational or professional institutes either:

- 3 similar works, each costing not less than Rs. 2.00 Lakhs
- 2 similar works, each not costing less than Rs. 4.00 Lakhs
- 1 similar work not costing less than Rs. 8.00 Lakhs

Copies of work orders/award letter and satisfactory completion certificate issued by clients are to be enclosed in support of the above.

Note: Similar work means running of a canteen/cafeteria/food establishment in any of organizations mentioned above

NOTE: The contractor shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Contractor. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the contractor, shall also be submitted along with the tender. NIA may reject outright any bid not supported by adequate proof of the signatory's authority.

The interested bidders are advised to visit and acquaint themselves with the areas & nature of work to be done. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor/supplier has undertaken a visit to facilities and is aware of all conditions prior to the submission of the tender documents.

PART III – STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which shall be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract).

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.



2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) or as mentioned in the contract document and shall remain valid until the completion of the obligations of the parties under the contract. The performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to execution or performance, which cannot be settled amicably, may be resolved through arbitration. The arbitration shall be conducted in accordance with the provisions of the **Arbitration and Conciliation Act, 1996 (26 of 1996)** or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or dis-favour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, for the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller will also be debarred from entering into



any Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Non-disclosure of Contract documents**: Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

7. **Liquidated Damages**: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents etc. as specified in this contract, the Buyer may, at his discretion, withhold any payment or part of payment until the completion of the contract. Monitoring of the levels of quality of the services shall be done on regular basis by officers of the NIA and in the event of quality of food and services being found to be unacceptable due to use of substandard material or deficiency in the work for any reasons; a "Penalty" as detailed below will be levied, to be deducted from the contractor's bills/Performance Security:

(a) In case any of contractor's personnel(s) deployed under the contract is (are) absent without proper substitute, a penalty equal to double the wages of number of staff absent on that particular day shall be levied and the same shall be deducted from the contractor's bills.

(b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty at half the rate as referred above at (a) shall be levied.

(c) In case any public complaint is received attributable to misconduct/misbehavior for contractor's personnel, a penalty of rs. 500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned personnel shall be removed immediately.

(d) In case the contractor fails to execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, NIA reserves the right to impose the penalty as detailed below:-

(i) If it is observed that services are not up to the satisfaction of the Department, a penalty of a minor fine upto Rs. 1,000/- per day, or a major fine above Rs. 1,000/- and upto Rs. 5,000/- per day will be imposed on the contractor depending on the objective criteria as above. The penalties shall be recovered out of the Pending Bills/Performance Security of the Contractor. NIA reserves the right to forfeit a part or whole of the performance Bank Guarantee or/and cancellation of contract in case of repeated instances of poor performance with no improvement in spite of bringing the same to the notice of the contractor, verbal or in writing.



Note: If any of the persons engaged by the contractor misbehaves with any of the officials of the NIA or any other person in office premises or damage the government property, the Contractor shall replace them immediately. In case NIA Authority feel that the conduct of any of the Contractor's employees is detrimental to the interests of the Government shall have the unqualified right to request for removal of such employee either for incompetence, unreliability, misbehaviour, security reasons, etc. while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of two working days to replace the person by competent qualified person at contractor's cost.

8. **Termination of Contract:** NIA shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The Cafeteria services are delayed due to causes of Force Majeure by more than 30 days provided Force Majeure clause is included in contract.
- (b) The Cafeteria services are delayed/stopped for causes not attributable to Force Majeure for more than 15 days after the schedule date of start.
- (c) The Seller is declared bankrupt or becomes insolvent.
- (d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

9. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

10. **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

11. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

12. **Taxes and Duties:**

- (a) Price quoted should be excluding the taxes/duties. The applicable taxes should be mentioned in the relevant column provided for the purpose. In case space provided for the Tax remain blank, it will be presumed that either no tax is payable.



(b) If a Bidder is exempted from payment of any duty/tax upto any value of services from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/ tax, it should be brought out clearly.

(c) Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the vendor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be extended to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(d) In case any new tax or levy or cess is imposed by Statute, after the last date stipulated for the receipt of tender including extensions (if any), the seller shall inform the buyer in writing within 15 days of imposition/Notification of said tax and thereupon necessarily and properly pays such taxes/ levies/ cess, The seller shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the competent authority (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the seller. The seller shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and shall also furnish such other information/document as may require from time to time.

PART IV – SPECIAL CONDITIONS

1. **Licence Fee:** Accommodation as given in Annex-I will be provided for the canteen at a nominal licence fee of Rs. 100/- per month. The contractor will occupy the accommodation earmarked for cafeteria and kitchen and shall not occupy the adjacent verandas and open space. The Contractor will ensure that his/her employees do not loiter around in the campus. In case of any loss to NIA caused by the employees of the Contractor, the contractor will be responsible for any such incident.

2. **Water & Electricity:** No cost for water and electricity will be charged. However, the electricity should not be used for cooking purpose. The contractor would use electricity only for refrigerator, hot-case, Grinding of dal etc. No electricity will be provided for cooking.

3. Furniture for use within the canteen premises will be provided by the NIA HQrs except almirah/racks required for storage purpose etc.

4. The Contractor will ensure high standard of cleanliness, hygiene and sanitation in the kitchen and cafeteria. The contractor will make the arrangements for keeping all eatables in covered showcase, free from flies and insects. Adequate


number of dustbins will be provided by the contractor to ensure proper disposal of garbage. There should not be any littering of unused food or any other articles within the cafeteria. The contractor will also ensure that no used utensils viz. cups, plates, disposable items etc. are lying in the NIA campus and these should be removed immediately.

5. Contractor will solely and exclusively responsible for adherence to meeting all statutory obligations under India Law in respect of compliance of all the rules, regulations and directions given by a statutory authority with regard to safety, labour laws, PF&ESI remittance or any other prevalent laws both of Central and State enactments.

6. The contractor should have sufficient equipment & crockery and other items such as crockery, utensils, boilers, juice machine, cooking stores etc. and items of similar nature of good quality as approved by the NIA at his own cost and maintain the said items in proper and hygienic conditions for due discharge of obligations in respect of running the canteen.

7. The contractor will ensure that neat and clean uniforms/clothes and aprons are used by the work force handling food at all times. The cafeteria workers will bear temporary Identity Card issued by NIA, New Delhi during the working hours. The contractor will ensure that the cooks have proper shave and clipped nails while cooking food and should wear apron and hear gear.

8. The timing of the canteen will be as prescribed by the NIA from time to time subject to change. The contractor shall not be allowed to keep his/her employees inside NIA Cafeteria between 8 P.M. to 6 A.M. on any day. The cafeteria shall remain open from 8 AM to 8 PM on all days. However, depending on the exigencies, the Contractor may be required to keep the cafeteria open or close as per requirement of NIA. The Contractor shall keep the cafeteria operational even on close days depending upon the requirement projected by the SP (HQ) of the NIA. Under no circumstances any of the contractor's employees will stay in the NIA Hqrs premises beyond canteen hours after closing of the canteen. He will ensure that the canteen rooms are properly locked and secured during non-working hours of the NIA Hqrs. The access to the space allotted to the contractor will be as per the conditions and in the mode as prescribed and regulated by the NIA from time to time which will be binding on him and his employees. The NIA reserves the right to inspect the premises allotted to the contractor including the canteen store at any time.

 9. Snacks & Tea would be provided from the Canteen in training/conference programmes organized in the NIA Hqrs for both before Lunch & after lunch seasons.

10. The contractor will make his own arrangements for gas connection as NIA Hqrs at present has no gas connection. Also, in the event of getting gas connection

the cost of the Gas consumed in the Canteen will be borne by the contractor and on expiry of the tenure of the contract NO DUES CERTIFICATE will be submitted by the contractor in the concerned section i.e. General Section of the NIA Hqrs.

11. The contractor will be required to provide canteen service in the canteen premises and also in various rooms of the NIA Hqrs.

12. The contractor shall employ only such persons as are declared medically fit as certified by the Govt. hospital in Delhi and also submit a medical certificate on half yearly basis that all the employees handling food are free from contagious disease.

13. The contractor shall not deploy any minor for the cafeteria work.

14. Only cooking gas is to be used in the canteen for preparing hot drinks & cooking which is to be arranged by the contractor including gas cylinders.

15. The contractor will be fully responsible for the repair/maintenance cleanliness, breakage and damage done to the building and sanitary, electrical and any other fittings and fixtures installed in the space provided to him in the NIA Hqrs for the purpose of preparing lunch, tea & coffee. Furniture provided to the contractor will be maintained properly by the contractor. Any loss/damage (including repairs) to the same will have to be made good by the contractor, at his cost.

16. At least two sweets & three salty items (Samosa, vada, pakora etc) will be prepared daily. (List of items to be provided is enclosed as Annexure-III). However this list is subject to modification by the NIA Hqrs from time to time.

17. Material used for cooking purpose tea, coffee, spice, food stuffs, vegetables etc. should be of good quality. The NIA shall reserve the right to inspect the materials at any time.

18. The contractor will take all necessary precautions against fire hazards and comply with rules and regulations as laid down by concerned local authorities and to the satisfactions of the NIA. He will keep a First-Aid box for the persons deployed to work in cafeteria. The rate list and menu as approved by the NIA should be displayed conspicuously daily. The contractor may sell other food items only at the prevailing market rates.

19. Details of working lunch are enclosed as Annexure-IV.

20. The size and weight including quality of the various items shall be approved by the NIA. No new item would be introduced without approval of the NIA. Also no rate will be revised without the approval of the NIA.



21. The contractor will have to employ the required staff at his own cost and bear all the statutory and other liabilities for running the canteen. The contractor will have to pay the minimum wages as per Delhi Admn. Notifications issued from time to time, EPF and Bonus etc. as per Employees Provident Fund Act & Bonus Act as amended from time to time.

22. The NIA shall not in any manner be treated as the employer of those employed in the canteen by the contractor or concerned with the terms of their employment or conditions of their services since the relationship of employer and employees shall always be considered to be between the contractor and such persons as will be employed by him. While engaging his employees, the contractor will make these conditions clear to them categorically and in writing, and their acceptance of these terms shall be communicated to the NIA also.


23. NIA reserves the right to ask & order the Contractor to remove any person deployed by the contractor without assigning any reason or notice in case his conduct is not found suitable.

24. The contractor will have to provide a list of workers with complete details, police verification and medical report.

25. The contractor shall ensure that the cooked and uncooked food is stored properly and no stale food is served. In case of any food poisoning, the contractor will be held solely responsible and will be penalized besides legal action.

26. The raw materials used for cooking can be checked by SP(HQ) at any time and if substandard/unauthorized material is found, the Contractor will be penalized at the discretion of NIA and contractor will have to abide by it. The penalty will be at least Rs. 1,000/- in case he is found using substandard material.

27. The Contractor shall abide by all laws of the land including labour laws, tax deduction liabilities and welfare measures of its employees. NIA will deduct Income Tax at source under section 194 C of the Income Tax Act, 1961 from the bills of the Contractor.

 28. In the event of unsatisfactory services rendered by the Contractor, the contract may be cancelled by the NIA by giving one month's notice.

29. No responsibility will be taken by the NIA for credit sales.

30. The contractor shall not entertain any orders or supply of eatables outside of NIA Hqrs.

31. The contractor will, at all times, ensure discipline, decent and courteous behaviour by his employees while they remain in premises of the NIA Hqrs. In case

any of his employees indulges in any act of indiscipline, misbehaviour or slogan shouting or indulges in violent act(s) or abets other in doing so and if it is prima facie proved, then the contractor shall remove the employee concerned from the premises immediately on receipts of written communication from the NIA authorities which will be duly complied by the contractor.

32. The contractor shall inform the administration department of NIA about any changes of cafeteria workers, if required, made by him along with their police verification and medical report.

33. The contract will be initially for one year to start with from the date of signing the agreement and the agreement may be renewed by the NIA on such terms and conditions as may be mutually agreed upon between the parties. The NIA will reserve the right to repudiate the contract at any time after giving one month notice, if the NIA is not satisfied with the working of said contractor. The decision of NIA in this regard shall be final and will be binding on the contractor. The contractor, if he so desires, may seek termination of the contract by giving written notice of not less than three months duration during the agreement period.

34. The contractor will be required to execute an agreement in the prescribed form in this behalf in case the contract is awarded.

35. The contractor shall be able to provide lunch and dinner at the guest house as and when required on demand. The demand will be given on day before the requirement.

36. The tender details are also available on www.nia.gov.in.

Performance Guarantee:

The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 15 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of contract period.

2. NIA reserves the right to accept or reject any or all the offers either fully or partly without assigning any reason and is not bound to accept the highest maintenance charges offered since due weight-age shall be given to several factors besides the commercial bid.

Payment Terms– The payment (if any) shall be made in the bank account of the contractor directly through e-payment mode. It is mandatory for the Bidders to provide their bank account numbers and other relevant details for *payment* so that

payments could be made through ECS/NEFT/RTGS mechanism instead of payment through Cheque. No advance payment shall be made under any circumstances.

(i) The contractor shall submit the bills to the office of SP (Admn), NIA HQ, New Delhi with the following documents for verification and payment:

(ii) Bills in triplicate should be sent later and the payment shall be released only after it is ensured that the services have been rendered to the entire satisfaction of the department. If the same are not found correct in all respect, then necessary action shall be taken by the firm(s) immediately at their own cost for which no extra payment shall be made. All statutory deductions (IT/GST etc.) shall be made at source at the time of payment to the contractor as per the provisions of the relevant Tax Act as applicable.

3. Risk & Expense clause:

a) Should the services or any part thereof not be delivered within the time or times specified in the contract documents, or if poor / substandard work is done, the buyer shall after granting the contractor 05 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

b) Should the work not delivered in accordance with the specifications/parameters provided by the SELLER during the contract period the BUYER shall be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as wholly cancelled for breach of contract, or to the extent of such default.

c) In case of a material breach that was not remedied within 05 days after the date of notice given for that material breach, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to procure from any other source as he thinks fit, other items of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the work to be done there under.

d) Any excess of the contract price, services procured from any other service provider as the case may be, over and above the contract price, price appropriate to such default or balance/ difference shall be recoverable from the SELLER. Such recoveries shall however, not exceed 10% of the value of the total contract."

Part V – Evaluation of bids & Evaluation procedure

 **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:

(a) Only those Bids will be evaluated which are found to be received by the stipulated date and time and fulfilling all the eligibility and qualifying requirements as mentioned in the tender document, both technically and commercially.

- (b) The technical Bids forwarded by the Bidders will be evaluated first by the Buyer with reference to the parameter mentioned in the tender documents. The Price Bids of only those Bidders will be opened whose Technical Bids would found compliant after the evaluation of eligible criteria.
- (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given in the tender document.
- (d) Rates quoted by the seller in the price bid/format in figures and words shall be accurately filled in so that there shall not be any discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct.
- (e) If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.
- (f) In event no rate has been quoted for any item (s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero.
- (g) The Lowest Acceptable Bid will be considered further for placement of contract after complete clarification and price negotiations, if required, and as decided by the Buyer.
- (h) Please note that in case of cutting/overwriting and use of correction fluid is noticed, the bid will be rejected. **The Tender documents submitted should be signed by the authorized signatory of the organization on each page of the documents which should also be serially numbered. Failure to do so will be treated as non-fulfillment of the tender conditions.**
- (i) Any other criteria as applicable to suit a particular case.

EVALUATION PROCEDURE

Technical Evaluations of the Bids will be done by a duly constituted committee on the basis of Bid Documents submitted as mentioned Eligibility criteria and tender document. The committee constituted by the competent authority will examine the bids to determine whether they are complete, whether any computational errors have



been made, whether the documents are genuine and have been properly signed and whether the bids are generally in order. The committee shall determine the conformity of each bid w.r.t. the bidding documents. As regard to financial evaluation of the Bids, the Gross amount quoted by the bidder as per the Price Bid format will be assessed by the committee.

A team of Officers from NIA may visit the office of the Bidders for establishing their credibility & verification of submitted documents. Conditional Tenders/Non-compliance of any of conditions, set in tender document shall render the bid to disqualification. Any deviation from the clauses hidden/ intentional/ unintentional shall be considered as contravention of the clauses of tender document and same shall also be grounds of rejection.


(S N Pandey)
SP (Adm)

NIA HQ New Delhi

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NATIONAL INVESTIGATION AGENCY, NEW DELHI

Name of Work: Running of the NIA Cafeteria/Canteen, in NIA HQ Premises, Opposite CGO Complex, New Delhi.

INDEX & CHECK LIST FOR TECHNICAL BID

(Technical Bid should be kept in separate sealed cover super scribing "Technical Bid" on it).

S.No.	Description	To be filled by the Bidder
1	Name of the Tenderer	
2	Detail of Tender Processing Fee	
3	Details of EMD	

** The following certificate must also be attached:-

S.No.	Name of certificate	Placed at page No.
1	Registration of firm with Registrar	
2	Document regarding Turnover	
3	PAN & Income Tax Return	
4	Registration with ESI Corporation	
5	Registration of Provident Fund	
6	GST Registration	
7	Experience	
8	Undertaking regarding blacklisting	
9	Undertaking regarding Term & condition	



Signature of the Tenderer

SCOPE OF WORK

Requirement of NIA

i) Breakfast :

Indian, South Indian and Continental.

ii) Lunch

Standard meals

Thali comprising of Dal, Seasonal Subji, Curd/Raita, Rice and 2Chappati/ Roti, Salad and Pickle .

Special meals

Thali comprising of shahi Paneer, Dal, Seasonal Subji, Rice, Curd/Raita, Rice and 2Chappati/ Roti, Salad and Pickle

iii) Snacks

Standard Snacks like Samber Vada,, Idli-Vadas, Samosas, Sandwiches and Biscuits etc.

iv) Beverage

Tea, Coffee, Instant Soups, Soft Drinks, Fruit Juices, Fruit Chat etc.

(v) Sweet Dish (As per annexure)

Catering arrangement for meetings, which may include standard tea and snacks, High Tea, Buffet/Packed Lunch etc. also to be made by the contractor. Detail list of items to be included in high tea, buffet and packed lunch is annexed 'A'.

Facilities to be Provided by NIA

The Canteen premises comprise of area of approx. 200 Sq. meters inclusive of kitchen facilities, space for cooking and dining facilities. Furniture, free electricity and water shall also be provided by the NIA. However, raw materials, food articles, cooking fuel, cleaning/washing materials/tool and man power shall have to be arranged by the contractor at his/their own cost.

The space for the canteen is as given below:

Air Conditioned Dining Hall of approx. 125 Sqm with sitting capacity of 50 people.

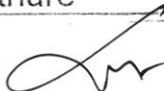
Kitchen, Washing Space approx. 55 Sq. meters

Hand wash room 15 Sq. meters



List of Beverages and snacks

S. No.	Item	Quantity with weight etc.	Material, per Unit Gram/ML	Rate to be quoted by Tenderer
1.	Hot Coffee	One cup (125 ML.)	Sugar - 12.00 gm Milk - 50.00 mls Coffee Tea Leaves - ½.00 gm	
2.	Hot Tea	One cup (125 ML.)	Normal, Spl. Tea Bag	
3.	1 Set coffee	Containing 4 cups	Sugar - 50.00 gm Milk - 200.00 gm Coffee - 4.00 gm	
4.	1 Set Tea	Containing 4 cups	Sugar - 50 gm Milk - 200.00 gm Tea Leaves - 8.00 gm	
5.	Half Set Coffee	Containing 2 cups	Sugar - 25 gm Milk - 100.00 gm Coffee - 2.00 gm	
6.	Half Set Tea	Containing 2 cups	Sugar - 25.00 gm Milk - 100.00 gm Tea Leaves - 4.00 gm	
7.	Bread & Butter	2 Pcs. (2 Slices Big+Butter thereon)	25 gm butter	
8.	Vegetable sandwich	---	Set of two piece	
9.	Omelette	---	Ghee -1 gm Onion -15gm Egg -1	
10.	Omelette with slice	---	1 Egg 2 Bread slice Big size	
11.	Egg curry (one egg) one plate	---	1 Egg + Gravey	
12.	Rice with Dal	1 plate	100 gm Boiled Rice + 50 gm. Dal	
13.	Vegetable	1 plate	75 gm	
14.	Puri/Chapattis	4 pcs. With Chholley/vegetable	100 gm	
15.	Kachauri	2 pcs with Chholley/Chatney	Ghee -15.00 gm Maica -15.00 gm Pith - 5 gm Weight -35 gm	
16.	Chholley/Pathure	2 pcs in a plate	Each piece weighting about 40 gm	



17.	Full Lunch (Thali System)	4 puries/Chappatis, Rice, Vegetables, Raita, Dal, Sweet and salad	Flour - 75.00 gm Rice - 75.00 gm Dal - 25 gm Onion - 15.00 gm Potato - 40.00 gm Vegetables - 30.00 gm Ghee - 10.00 gm Tomato - 20.00 gm Raita - 40.00	
18.	Khoya Burfi	30 gms.	Khoya - 22.00 gm Sugar - 10.00 gm	
19.	Gulab Jammun	45 gms	Khoya - 10.00 gm Paneer - 2.15 gm Sugar - 30.00 gm Maida - 2.05 gm Ghee - 2.05 gm	
20.	Balu Shahi	30 gms	Sugar - 10.00 gm Ghee - 10.00 gm Maida - 10.00 gm	
21.	Beasan Burfi	30 gms	Ghee - 10.00 gm Besan - 15.00 gm Sugar - 10.00 gm	
22.	Pinni	30 gms	Ghee - 10.00 gm Dal - 10.00 gm Sugar - 10.00 gm	
23.	Laddu Shahi	30 gms	Sugar - 10.00 gm Ghee - 10.00 gm Maida - 10.00 gm	
24.	Pattisa	30 gm	Sugar - 10.00 gm Ghee - 10.00 gm Besan - 10.00 gm	
25.	Laddu Besan	30 gm	Sugar - 10.00 gm Ghee - 10.00 gm Besan - 10.00 gm	
26.	Panir Pakora	25 gm	Paneer - 10.00 gm Ghee - 10.00 gm Besan - 10.00 gm	
27.	Vegetable Pakora Plate	50 gm with Chutney	Ghee - 15.00 gm Besan - 15.00 gm Potato - 20.00 gm Onion - 5.00 gm Palak - 5.00 gm	
28.	Samosa	45 gm	Ghee - 7.00 gm Maida - 9.00 gm Potato - 30.00 gm	
29.	Urd Vada	35 gm	Ghee - 10.00 gm Dal Urd - 20.00 gm Dal Arhar - 10.00 gm	

30.	Bread Pakora	40 gm	Bread - 45.00 gm Beasan - 10.00 gm Ghee - 10.00 gm Potato - 10.00 gm	
31.	Channa Vada	35 gm	Ghee - 10.00 gm Chana - 20.00 gm Onion - 10.00 gm	
32.	Aloo Bonda	40 gm	Besan - 7.00 gm Ghee - 7.00 gm Potato - 20.00 gm Onion - 10.00 gm	
33.	Mathi	20 gm	Ghee - 10.00 gm Maida - 10.00 gm	
34.	Soft Drink	Bottles of	Standard varieties	
35.	Chips	Potatoes Wafer	30.00 gm	
36.	Idli Sambhar with Chutney	Plate containing 2 idlies	Ghee - 2.10 gm Rice - 50.00 gm Dal Urd - 25.00 gm Arhar Dal - 15.00 gm Vegetables - 25.00 gm Imli - 5.00 gm Idli - 80.00 gm	
37.	Masala Dosa with Sambhar & Chutney	1 plate	Ghee - 10.00 gm Rice - 25.00 gm Dal Urd - 10.00 gm Arhar Dal - 10.00 gm Vegetables - 10.00 gm Dal Chana - 5.00 gm Potato - 100.00 gm Imli - 5.00 gm Tomatoes - 5.00 gm Onion - 35.00 gm	
38.	Sada Dosa with Sambhar and Chutney	1 plate	Net wt. 150 gm	
39.	Paper Dosa with Sambhar & Chutney	1 plate	Wt. 100 gm	
40.	Rawa Dosa with Sambhar & Chutney	1 plate	Wt. 150 gm	
41.	Uttapam	1 plate	Wt. 150 gm	
42.	Upma	1 plate	Wt. 150 gm	
43.	Vada Sambhar with Chutney	1 plate 2 pcs	Ghee - 20.00 gm Dal Urd - 40.00 gm Dal Arhar - 10.00 gm Vegetable - 15.00 gm Imli - 5.00 gm	

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44.	Dahi Vada	1 plate 2 pcs	Wt. vada - 70.00 gm	
45.	Parantha with vegetables	1 pc+ vegetables	200 gm	
46.	Vegetable Parantha	Plate containing one parantha with Chutney and Tomoto Ketchup		

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A. WORKING LUNCH FOR OFFICIAL MEETING ETC. :

Rates to be quoted by the tenderer

1. One Dish of Paneer	-	_____	
2. One Vegetable (Seasonal)	-	_____	
3. Channa/Dal	-	_____	
4. Raita/Curd	-	_____	
5. Pullao/Rice	-	_____	Rate per head
6. Salad	-	_____	
7. Puree/Chapati	-	_____	
8. Sweet	-	_____	
9. Pappad	-	_____	

B. PACKET LUNCH (VEG.) :

1. Four pieces of Chapati	-	_____	
2. One Vegetable (Seasonal)	-	_____	
3. Dal (Fry)	-	_____	Rate per packet
4. One Banana	-	_____	
5. Potato Wafers	-	_____	

C. HIGH TEA :

1. Veg Sandwich	-	_____	
2. Veg cutlet	-	_____	
3. Potato wafers (10g)	-	_____	
4. Cookies/Biscuits (Good quality)	-	_____	Rate per head
5. Tea/Coffee	-	_____	
6. Sweet (01 Pc.)	-	_____	

