



**NATIONAL INNOVATION FOUNDATION - INDIA**  
(Autonomous Body of Department of Science & Technology, Govt. Of India)

## **TENDER DOCUMENT**

**FOR**

**Catering Services during  
(Festival of Innovation and Entrepreneurship) FINE  
At Rashtrapati Bhavan, New Delhi during  
March 07-11, 2018**

*\*(Dates mentioned for providing catering services are tentative, final dates will be communicated at later stage)*

Cost of the Tender Rs. 500/-

Estimated Value of Tender Rs. 6,00,000/-

Date of Tender Issue	: 01/02/2018 at 12:00 hrs
Last date of Tender Submission	: 21/02/2018 till 11:00 hrs
Opening of Technical Bids	: 21/02/2018 at 11:15 hrs

## TABLE OF CONTENTS

Sr. No.	PARTICULARS	PAGE NO.
1	<b>NOTICE INVITING TENDERS</b>	3
2	<b>IMPORTANT DATES AND INFORMATION</b>	4
3	<b>GENERAL INSTRUCTIONS &amp; CONDITIONS FOR SUBMISSION OF TENDER</b> (A) Instructions (B) Earnest Money (C) Mode of Submission of Bid (D) Method of tendering signature (E) Modifications & Withdrawal (F) Effect & Validity of Bid (G) Opening of Bid (H) Valuation & Comparison of Bid (I) Right of Rejection of Tender (J) Award of Contract	5
4	<b>MINIMUM ELIGIBILITY CRITERIA</b>	13
5	<b>SPECIAL CONDITIONS OF CONTRACT</b> (A) Contract Performance Guarantee (B) Other Terms and Conditions (C) Conditions of Engagement of Personnel	14
6	<b>GENERAL CONDITIONS OF CONTRACT</b> (A) Compliance of all statutory obligations (B) Work Certification (C) Force Majeure (D) Interpretation (E) Assignment and Sub-Letting (F) Termination (G) Amendment (H) Indemnity (I) Settlement of Disputes (J) Governing Law & Jurisdiction	17
7	<b>SCOPE OF SERVICES FOR CATERING</b>	20
	<b>ANNEXURES:</b> ANNEXURE I: CATERING REQUIREMENTS ANNEXURE II: UNDERTAKING FORM ANNEXURE III: CHECKLIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER	21

**1. Tender for Catering services during Festival of Innovation and Entrepreneurship (FINE) at Rashtrapati Bhavan, New Delhi (7<sup>th</sup> - 11<sup>th</sup> March 2018)**

NIF-India invites sealed tenders from reputed and experienced agencies for providing Catering Services during Festival of Innovation and Entrepreneurship (FINE) at Rashtrapati Bhavan, New Delhi (7<sup>th</sup> - 11<sup>th</sup> March 2018) as per requirements given in Annexure-I. Interested parties may download the tender document from [www.nif.org.in/](http://www.nif.org.in/) [www.eprocure.gov.in](http://www.eprocure.gov.in). The complete tender should reach National Innovation Foundation-India, Grambharti, Amrapur, Gandhinagar - Mahudi Road, Gandhinagar - 382650 latest by 11:00 hrs by 21/02/2018.

Tender no: NIF/2018/ADM/003

***Note:***

***\*Above mentioned dates for providing catering services in Rashtrapati Bhavan, New Delhi are tentative, final dates will be communicated at later stage***

***\*There is no change in last date of tender submission, it remains the same***

## 2. IMPORTANT DATES AND INFORMATION

2.1	Name of work:	Catering services during Festival of Innovation and Entrepreneurship at Rashtrapati Bhavan, New Delhi
2.2	Implementing agency/Owner Employer/client and source of fund:	National Innovation Foundation - India
2.3	Area / District Covered under the Bid:	Rashtrapati Bhavan, New Delhi
2.4	Management/Implementation Period:	Within 7 days of completion of Tender Process
2.5	Communication for Information, Tender issue, Tender submission, and Tender opening place:	The Director/CIO National Innovation Foundation - India Grambharti, Amrapur, Gandhinagar - Mahudi Road, Gandhinagar - 382650, Gujarat
2.6	Earnest Money Deposit:	Rs 12,000/- by Demand draft in favour of National Innovation Foundation - India drawn on any nationalized bank, payable at Ahmedabad - refundable to unsuccessful bidders
2.7	Bid validity:	90 days from due date for submission of bid.
2.8	Last date of Submission:	21/02/2018 Till 11:00 hrs
2.9	Technical bid opening:	21/02/2018 at 11:15 hrs
2.10	Security Deposit:	5% of total cost of works as per price bid (applicable to successful bidder)

### 3. GENERAL INSTRUCTIONS AND CONDITIONS FOR SUBMISSION OF TENDER

For the purposes of this Tender Document, the National Innovation Foundation - India, Grambharti Amrapur, Gandhinagar - Mahudi Road, Gandhinagar - 382650 shall be referred to as 'NIF' and the intending, participating and successful bidders to this Tender Document shall be referred to as '**BIDDER/CONTRACTOR**'

The tender document may also be downloaded from our web site [www.nif.org.in/www.eprocure.gov.in](http://www.nif.org.in/www.eprocure.gov.in). The Bidder who had downloaded the tender document should submit separate DD for the application fee of Rs.500/- along with the tender document; else tender document for the bid will not be accepted.

#### (A) INSTRUCTIONS

- (1) The Bidders who are interested in participating in the tender must read and comply with the instructions and the terms and conditions contained in the tender document.
- (2) The bids shall be filled in by the Bidder clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of NIF to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- (3) The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, site conditions, safety and health aspects and norms to be observed, etc. at the time of submitting their bids. The Bidder is deemed to have examined and understood the tender document, obtained his own information in all matters whatsoever that might affect the carrying out the works expressly mentioned or works which may have to be carried out to fulfill his contractual obligation within the scheduled rates and to have satisfied himself to the sufficiency for his offer.
- (4) The Bidders are required to fill in complete and accurate details as required under the tender documents. Failure to furnish all the information as required under the bid documents or submission of a bid containing deviations from the contractual terms and conditions, specifications or requirements shall be treated and rejected as being non-responsive.
- (5) The Bidders are expected to carefully examine all instructions, forms, terms and specifications in the bid documents and to fully inform themselves as to all the conditions and matters which may affect the subject matter of the work/tender or the

cost thereof. If any errors, discrepancies or omissions are found in the documents or any Bidder is in doubt as to the true meaning or interpretation of any part, he shall seek necessary clarifications. However, no claim of any nature on account of any errors found in the tender documents shall be entertained.

(6) The bids shall be required to be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and bids submitted thereafter shall not be accepted and considered.

(7) The tender documents shall not be transferable.

(8) Conditional offers shall be rejected at the outset.

(9) A particular Bidder shall be allowed to make and submit only one bid document. A Bidder shall not submit more than one bid, either in the same name or entity or through any partnership, LLP, joint venture or the like.

(10) NIF reserves the right to amend and modify the bidding documents at any time prior to the deadline for submission of bids, either at its own discretion or in response to a clarification requested by a prospective Bidder. In such cases, the NIF may in its discretion extend the deadline for submission of bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their bids.

(11) The Bidders shall bear all costs and expenses associated with and incidental to the preparation and submission of their respective bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations, etc. and NIF shall not be liable in any manner for the same.

(12) In the event that the successful Bidder is a joint venture formed of two or more companies, then each such company or entity shall be jointly and severally liable for all the obligations envisaged under the tender documents and this shall be primary condition of such joint venture arrangements.

(13) The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the bid forms, attachments and other supporting documents submitted by the Bidder.

(14) NIF reserves the right to qualify/ disqualify any applicant without assigning any reason.

#### **(B) EARNEST MONEY**

(1) The Bidder shall deposit a tender fee of Rs. 500/- (Rupees Five Hundred Only) which amount shall be non-refundable and amount as earnest money deposit ('EMD') at the rate of 2% (Rs. 12,000/-) of the Tender Value along with the bid. The EMD and tender fee shall be in the form of Demand Draft in favour of National Innovation Foundation - India payable at Ahmedabad.

- (2) The earnest money deposited along with the bid documents for the present tender shall be in respect of the present tender document only and the contract to be hereby awarded only. No Bidder shall be entitled to request or claim for transferring and appropriating any previously deposited amount or performance security amount or for adjusting any outstanding bill amount with the earnest money payable with the bid documents.
- (3) The EMD of the successful Bidder will be returned after the Bidder provides a Security Deposit as required.
- (4) The EMD paid in the form of demand draft will be refunded by means of account payee cheque or return of the same DD to the unsuccessful Bidder as soon as the tender process is completed.
- (5) Any bid not accompanied with EMD and Tender fee or if the same are found to fall short, the bid will be rejected. Tender fees and EMD should be submitted in physical form directly to NIF.
- (6) No interest shall be payable on EMD.
- (7) The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.

#### **(C) MODE OF SUBMISSION OF BID**

- (1) The sealed bidding documents should be delivered in the Administration Section of NIF on or before the stipulated date and time. The technical bid and the financial bid must be sealed in separate envelopes super-scribing **“Technical Bid”** and **“Financial Bid”** and both these two envelopes must be placed in a third envelope super-scribing **“Catering Services during Festival of Innovation Exhibition (FINE) at Rashtrapati Bhavan, New Delhi”**. This third envelope should be **sealed (glued along with tapped). Stapled or open tender will be forfeited.** They should be delivered to: **“The Director / Chief Innovation Officer, National Innovation Foundation – India, Grambharti, Amrapur, Gandhinagar – Mahudi Road, Gandhinagar – 382650.”**
- (2) No bid shall be accepted unless it is properly sealed and marked as instructed above. Bidders shall not be allowed to fill in or seal their Bids at the NIF office.
- (3) If the packet and the envelope are not sealed and marked as instructed above, NIF shall assume no responsibility for the misplacement or premature opening of the bid

submitted. A Bid opened prematurely due to this cause shall be rejected by NIF and returned to the Bidder.

- (4) Telegraphic bids or bids through fax or email shall be treated defective, invalid and rejected. Only detailed complete bids in the form indicted above received prior to the closing time and date of the bids shall be taken as valid.
- (5) The rates and amounts offered by the Bidder shall be quoted clearly written in figures and in words. The words shall be written clearly in English and shall be free from any aberrations, deletions, corrections and overwriting. In case of any illegibility of the offer submitted by Bidder the interpretation by NIF shall be final and binding on the Bidder. If any ambiguities are observed in the rates and amount given in words and figures then the rate quoted in words shall be taken as correct.
- (6) Bidders sending their bids through courier/ by Speed post/by Person should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for courier/Speed Post/by Person shall be granted.

#### **(D)METHOD OF TENDERING SIGNATURE**

- (1) The Bidder shall ensure that the bid document submitted by it shall contain the name, residence and place of business of the person or persons making the Bid and must be signed and sealed by the Bidder with his usual signature and seal. The name of all persons signing should also be typed or printed below the signature on each page.
- (2) Each page of the Tender documents must be stamped and signed by the person or authorised persons of the Bidder entity who are submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of NIF. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**
- (3) A copy of the authorization letter/power of attorney/board resolution for the purposes of signing and submitting the present tender documents shall be attached with the tender documents.
- (4) The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- (5) Erasures or other changes in the Bid Documents shall be initialled by the person signing the Bid.
- (6) Bids not conforming to the above requirements of signing may be disqualified.



### **(E) MODIFICATIONS & WITHDRAWAL OF BID**

- (1) The Bidder shall not be entitled to withdraw or modify the offer and rates quoted by him/it once the same have been duly submitted.
- (2) The above shall however not affect any modifications or withdrawals made by the Bidder in pursuance of any clarification issued by NIF or any modification or amendment made by NIF in respect of the tender documents and the contract terms and obligations to be performed. In such event, the Bidder shall ensure that the revised bid be submitted within the prescribed deadlines or any permitted extensions thereof. Any bid not submitted within such time frames shall be rejected.
- (3) In the event any Bidder withdraws his bid during the validity period of the bid or fails to comply with the aforementioned conditions, then the EMD paid by such Bidder shall be forfeited.

### **(F) EFFECT & VALIDITY OF BID**

- (1) The Bid offer shall be kept valid and shall have the validity period of ninety days from the due date for submission of bid.
- (2) In case any bidder quotes a lower validity period than that called for above, his offer shall be rejected.
- (3) The submission of any Bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim, against the Company for rejection of his Bid. The Company shall always be at liberty to reject or accept any Bid or Bids at his sole discretion and any action will not be called into question and the Bidder shall have no claim in that regard against the Owner.

### **(G) OPENING OF BID**

- (1) NIF shall open the bids Technical and Financial bids on the scheduled dates of which the Bidder shall take note and the Bidder, either himself or through an authorized representative shall remain present at such opening. In the event any authorised representative of a Bidder is sent to such opening then such person shall be required to carry an authorization letter for the same.
- (2) It is hereby clarified that the absence of any Bidder or his authorized representative at such opening shall not affect the legality of such opening and NIF shall be entitled to continue with such opening of bids even in the absence of the Bidders or any of them, and no claim or objection on this ground shall be entertained.

- (3) The Bidders and their authorised representatives participating in the opening shall be required to sign the attendance sheet.

## **(H) EVALUATION & COMPARISON OF BID**

### SELECTION PROCESS

#### **I. Stage one**

For shortlisting an agency the following criteria would be considered:

- a) The bidder must have prior experience of carrying out the work relevant to the task in Government organizations on at least 3 occasions during the last 3 years. Relevant documents/certificates/ portfolio shall be submitted along with the technical bid in support of their claim.
- b) The bidder should have an annual turnover of minimum Rs. 15 lakhs in each of last 3 financial years in execution of similar contracts. Certified copies of the balance sheet/account statements for the last 3 years shall be submitted along with the technical bid in support of their claim. In addition, Annexure-B to be filled and submitted along with the technical bid.

The selection committee will review the background, relevant experience, portfolio, of the bidders to select the agency for STAGE TWO.

The decision of selection committee of NIF in this regard will be final and binding.

#### **II. Stage Two**

The qualifying bidders in technical bid will have to make a presentation with the help of photos/presentations based on the past work before the Committee on 21<sup>th</sup> February 2018 starting from 2.00 P.M. onwards.

At the end of this stage, each bidder will have a technical score T (out of 100) (Table 1).

<b>SN</b>	<b>Table-1 Presentation</b>	<b>Max Score</b>
A	Prior experience in executing similar services a) Experience (in years) b) Number of similar works executed c) Working with/for various departments of Government of India/State Government	30
B	Credibility of the agency, feedback, recognition, awards etc.	30
C	Assessment of scope, Presentation of past works (Photos /slideshows relating to works carried out)	40
	Total	100

Up to five bidders will be shortlisted based on the score (T) for financial bid.

### III. Stage Three

The financial bid will be opened only of the shortlisted/qualified bidders. Accordingly, the financial score (F) for each of these shortlisted/qualified bidders will be calculated. The lowest bidder would be awarded a financial score of 100. The Cumulative score (C) will be evaluated based on the following ratio 60 (T): 40 (F).

Financial score (F)		(Lowest price quote/Price quote of the bidder)*100
Cumulative score (C)		{60 *(T) + 40* (F)}/100

The firm getting highest Cumulative score (C) based on technical and financial evaluation will be awarded the contract.

- (1) Upon opening the Bids, NIF will examine the Bids to determine whether they are complete, whether any computational errors or any alterations have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.
- (2) Upon evaluation of the propriety of the bid documents as submitted, the bids shall be evaluated to ascertain whether it meets the eligibility criteria as specified in the tender document.
- (3) The technical bids shall be evaluated based on the available documents submitted by the Bidder. In the course of its evaluation, NIF shall be entitled to ask for clarifications from the Bidders in respect of the bids submitted by them. Any clarification submitted by a bidder that is not in response to a request by NIF shall not be considered. The request for clarification and the response shall be in writing.
- (4) If a bidder does not provide clarifications of its bid by the date and time set by NIF, their bid may be rejected.
- (5) Financial bid will be opened for the qualified technical bidders.

#### **(I) RIGHT OF REJECTION OF TENDER**

- (1) NIF reserves the right to accept or reject any bid or to cancel the Bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform or afford reasons to the affected bidder or bidders regarding the same.
- (2) Any Tender without EMD and Tender fee will be treated as non-responsive and shall be rejected at the outset itself.

- (3) NIF reserves the right to split the scope & quantity to more than one agency among the Bidders.
- (4) NIF reserves the right to disqualify any bidder if such bidder quotes any abnormally high or low rates in the bid document/price bid and prohibit such Bidder from future participation in any bid with NIF.

**(J) AWARD OF CONTRACT**

- (1) The successful Bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail. Such successful Bidder shall be required to tender his/its acceptance within seven days from the date of receipt of such Letter of Intent or Letter of Award/Work Order as the case may be, failing which the same shall stand cancelled and the EMD shall be forfeited.
- (2) Further, the successful bidder shall pay an amount of 5% of Bid Value towards Performance Security.

#### **4. MINIMUM ELIGIBILITY CRITERIA**

**Director/CIO - NIF India reserves the right to modify or relax the eligibility criteria in case none of the Bidder is able to fulfil the required criteria.**

**No relaxations will be given as far as statutory requirements are concerned.**

- (A) The Tenderer / Bidder should have minimum three years of experience in providing catering service to Department / Ministries of Government of India / PSUs / State Government / Reputed organisations (copies of work orders during each of the last three years of past clients should be enclosed).
- (B) The Tenderer / Bidder may be a proprietor firm, partnership firm, Limited company, Corporate Body legally constituted engaged in catering services, who should have required licences issued by Food Safety & Standard Authority of India (FSSAI) (attested copy to be attached)
- (C) There should be no case pending with the police against the Proprietor / Firm / Partner of the company (Agency), pending complaints, if any, shall also be included.
- (D) Income tax statement of last three years.
- (E) Service Tax Registration certificate/GST Registration.
- (F) PAN No. of the organisation / Firm
- (G) Should not have been blacklisted by the Deptts/Ministries of the Govt. Of India/State Govt/PSUs.

## **5. SPECIAL CONDITIONS OF CONTRACT**

### **(A) CONTRACT PERFORMANCE GUARANTEE**

- (1) The successful Bidder, to whom the work is awarded, shall be required to furnish a Contract Performance Guarantee/Security Deposit (SD) as security for the due performance of the Contractor's obligations and the same shall be equivalent total cost of Bid Value of 5% shall be deposited by way of a Demand Draft drawn in the name of 'National Innovation Foundation of India' payable at Ahmedabad from any nationalized bank and the same shall be kept valid for a period of 90 days.
- (2) The same shall be returned to the Contractor after settlement of all dues.
- (3) In the event the contract is terminated by NIF on account of the fault of the Contractor before the determination of the Contract, or the Contractor abandons the work and its obligations under the contract during the Contract Period, then the SD amount shall be forfeited by NIF.
- (4) Any delay in submission of initial SD will entitle NIF to cancel the contract.

### **(B) Other Terms and Conditions**

- 1) The Agency shall obtain necessary license, permit, consent, sanction, etc., as may be required or called for from / by local or any other authority for doing such work. The Agency shall comply at its own cost with all applicable laws, rules and regulations in force from time to time whether of Central or State or local Govt. as applicable to him or to this contract without any liability and responsibility to NIF, whatsoever it may be.
- 2) The Agency shall bear all taxes, rates, charges, levies or claims, whatsoever, as may be imposed by the State, Central Government or any local body or authority. The Agency shall furnish such proof of payment of compliance or the obligations including registration certificates, receipts, licenses, clearance certificates etc. as may be required by NIF.
- 3) In case of any changes to the constituents of the agency, the commitment towards NIF should not suffer.
- 4) All personnel engaged under this contract by the Agency shall be employees of Agency. NIF shall not have any liability/ responsibility to absorb the persons engaged by the Agency.
- 5) A local representative of Agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. They shall work under directives and guidance of Head, NIF and will be answerable to NIF. This will, however, not diminish in any way, the agency's responsibility under contract to the NIF.

- 6) The Agency shall maintain good standard of food quality/services as indicated. In case the quality of food/services is not found up to the mark, a warning note shall be issued to the agency specifically indicating the discrepancy and a deduction to the extent of 20% of the billed amount for that particular instance (Tea/Meals) shall be levied on recommendation/approval of Course Coordinator/ Director (NIF).
- 7) In case any personnel of the Agency is implicated in any law suit or is injured by any person or group of persons agitating mob etc. during the course of performing his duty/their duties for NIF it shall be the sole responsibility of the Agency to defend its personnel in the court of law or to extend all medical and financial help etc. without charging any cost to the NIF.
- 9) The NIF shall pay the agreed amount on production of bill. No other charges of any kind shall be payable except as under the contract.
- 10) Before submission of the bill, the Agency shall ensure that the payment of persons deployed by the Agency have been made for the billed period.
- 11) Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract.
- 12) The tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
- 13) In case of non-compliance/non-performance of the services according the terms of the contract, the NIF shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
- 14) The decision of NIF in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

**(C) Conditions of Engagement of Personnel**

- (1) The Contractor shall not employ any person of age below 21 years and above the age of 50 years and the persons so engaged shall be sound in health capable of performing their work as per instructions and should not be suffering from any illness, infection and disease.
- (2) All liabilities arising out of accident or death of any personnel while on duty shall be borne by the Contractor.
- (3) The Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, damage or misuse

## **(C) FINANCIAL TERMS**

### **(1) Payment Terms**

- (a) The agency shall be paid in stages as mentioned under:
  - (i) 25% payment along with work order.
  - (ii) Balance payment after completion of work and receipt of invoice.
- (b) Any invoice submitted without essential documents shall be deemed to be incomplete and NIF shall not be liable to process and pay the amounts on the invoices so raised.
- (c) The service tax/gst amount shall be shown separately on the invoice along with the applicable registration numbers.
- (d) All the payments to be made to the agency by NIF shall be made through NEFT/RTGS/DD only with applicable TDS in accordance with the Govt. of India/RBI guidelines from time to time.

### **(D) Other Financial Terms**

- a) The Contractor shall not be entitled to claim any amounts towards escalation cost, idle manpower etc.
- b) The Contractor shall be liable to bear and pay for any expenses or cost that may be required to be incurred on account of any accident caused to any of its personnel working during the Contract.



## **6. GENERAL CONDITIONS OF CONTRACT**

### **(A) COMPLIANCE OF ALL STATUTORY OBLIGATIONS**

- (1) All the personnel employed by the Contractor for executing the contract for work shall be the employees of the Contractor only. The Contractor alone shall be responsible at his own cost and risk for the due compliance of all the applicable labour laws and other statutory obligations with regard to this contract.
- (2) The Contractor shall be required to have been registered and having the necessary licenses and permissions under the various labour law enactments like the Contract Labour (Regulation and Abolition) Act, 1970, Employee Compensation Act, 1923 and Employees Provident Fund and Miscellaneous Provisions Act, 1952 from the date of commencement of the work and he shall obtain and submit the copy of registration certificate, registration code number to NIF, failing which the contract is liable to be cancelled.
- (3) The Contractor shall also obtain and keep in place necessary insurance policies, mediclaim policies, group insurance schemes of adequate value to cover his security personnel, employees with regard to any accidents, injury or the liability under the Employee Compensation Act.
- (4) The Contractor shall observe and be responsible for the compliance of all labour laws, government notifications and shall maintain necessary records for the same and shall submit the same to NIF when so required.
- (5) The Contractor shall duly maintain all records/registers required to be maintained by him under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

### **(B) WORK CERTIFICATION**

- (1) The work done and executed by the Contractor shall be approved and certified by the authorised personnel of NIF in accordance with the terms and conditions of this contract and the rules and norms of NIF. The Contractor shall be required to furnish satisfactory personnel deployment report to NIF in standard approved Performa.

**(C) FORCE MAJEURE**

The Parties hereto shall be relieved from the performance of the obligations as herein contemplated or from any penal consequences on account of non-performance which is attributable directly to force majeure conditions, which conditions are not in the power, domain or control of the Party affected. The Party seeking protection of such force majeure condition shall be required to send a notice of the existence and continuation of such conditions to the other Party and only thereupon the suspension of obligations shall follow. For this purposes hereof, force majeure conditions shall mean an event beyond the control of the Party and not foreseeable by the Party and shall include events of floods, explosions, riots, wars, hurricane, epidemics, any other Act of God, quarantine restrictions, terrorism, government actions and provided always that such acts result in the impossibility of the further performance of the contract.

**(D) INTERPRETATION**

In case of any dispute with regard to the interpretation of any of the provisions of this document or to the due performance in accordance with the contract terms, the decision of Director, NIF will be final and binding.

**(E) ASSIGNMENT AND SUB-LETTING/SUB-CONTRACTING PROHIBITED**

The Contractor shall not directly or indirectly assign or sub-let any part of the contract to any other party or agency.

**(F) TERMINATION**

A. NIF may terminate the contract if any of the following events occur :-

- i. Contractor is adjudged as insolvent.
- ii. Contractor has abandoned the contract i.e. the Contractor fails to perform the obligations under the contract for a period of 3 days.
- iii. Any of the licenses, permissions or registrations of the Contractor as required under the applicable laws are discontinued/ cancelled or not renewed in time.
- iv. Contractor has neglected or failed persistently to observe or perform his obligations under the contract or performs unsatisfactorily.
- v. The Contractor is found to have acted in breach or violation of any of the safety norms persistently, applicable labour and other laws in relation to the contract and his obligations therein.
- vi. The Contractor commits a breach of the contractual terms and conditions.

vii. In the opinion of NIF, it is desirable to discontinue with the performance of the contract with the Contractor.

B. NIF shall give the Contractor a three days' notice period to rectify the breach, failing which the contract shall stand terminated on the last date of the notice period without requiring any further notice from NIF in that behalf.

C. Upon such termination, the outstanding dues of the Contractor shall be settled subject to the amounts recoverable by NIF under the contract from the Contractor.

D. The SD amount shall be forfeited if the contract is terminated by NIF on account of the above.

#### **(G) INDEMNITY**

The Contractor shall indemnify and keep harmless NIF from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by NIF which it may sustain, pay or incur as a result of or in connection with the performance/ purported performance/ non-performance of the contract by the Contractor, including but not limited to, any liability or action occurring on account of any litigation, court or government orders.

#### **(H) AMENDMENT**

No amendment or modification or waiver of any provision of these presents, nor consent to any departure from the performance of any obligations contained herein, by any of the Parties hereto, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and the same shall be effective only in respect of the specific instance and for the specific purpose for which it is given.

#### **(I) SETTLEMENT OF DISPUTES**

(1) Any disputes or difference between parties arising out of the contract to the extent possible shall be settled amicably between the parties.

(2) If amicable settlement cannot be reached all the disputed issues shall be resolved by Director NIF and his decision shall be final.

#### **(J) GOVERNING LAW & JURISDICTION**

This contract shall be governed by the Laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction to try and disputes arising hereunder.

## 7. SCOPE OF SERVICES:

- (A) Agency shall arrange its own pandals/pagodas necessary for cooking and other activities related to catering services.
- (B) Agency shall provide adequate approved good quality crockery and cutlery (preferably of bone china/opal ware) and table cloth, mats etc. of superior quality in the kitchen and dining halls. Utensils for serving warm food shall also be provided by the Agency.
- (C) The Agency shall deploy chef and adequate catering staff, trained and well experienced to ensure timely, efficient and prompt service. The Agency shall provide trained manpower services in the dining hall and VIP Lounge. However, sufficient manpower shall be deployed depending upon the number of programmes/events in progress on a day to day basis. The Agency has to create its own pantry as per the requirement for the purpose for which he may be required to have other arrangements like fans, candle burners / gas burners, table ware and thermo ware etc.
- (D) Serving of potable drinking water from the source to the dispensers and water coolers placed at venue shall be the responsibility of the Agency.
- (E) The waiters/serving staff shall be well dressed, presentable, well-mannered and trained. Adequate sets of uniform shall be provided by the Agency so that they can present themselves neat and clean daily.
- (F) The Agency shall arrange for such of those special equipment and apparatus if any required for cooking etc in the Cafeteria and Kitchen at its own cost.

### **Personal Hygiene**

- (a) The Agency shall ensure that staff deployed in catering services is not suffering from any infection or communicable diseases. 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.
- (b) Potable Water shall be used for cooking, cleaning vessels etc.

### **Quality Maintenance**

- (a) The eatables served by the Agency to the Guests shall be completely hygienic, free from any sort of adulteration or foreign ingredients etc. Dishes containing any foreign ingredient shall not be served.
- (b) All vegetables, fruits etc. used shall be fresh and shall not be rotten or overripe. The Agency shall be responsible for their hygiene and safety. Milk and milk products such as curd, yoghurt, cheese etc. shall be of good quality and should be prepared and served fresh. All the items being used shall be stored properly and used much before the expiry date. Maintain hygienic conditions in cooking/pantry area & dining/serving areas.

**Annexure I: Catering requirements**

**Event:** Festival of Innovation and Entrepreneurship (FINE)

**Venue:** Sports Ground (next to Mughal Garden), Rashtrapati Bhavan, New Delhi

**Date:** 7<sup>th</sup> to 11<sup>th</sup> March, 2018 *\*(Dates are tentative, final dates will be communicated at later stage)*

S. No.	Head	Items	07.03.2018	08.03.2018	09.03.2018	10.03.2018	11.03.2018	Rate per pax
1	Morning Tea	Tea, Cookies	-	500	500	350	350	
2	High Tea	Tea, Coffee, Juice, Green Tea, Black Tea, Lemon Tea, Paneer Rolls, Vegetable Sandwich, Mutter Samosa, Muffins, Water Bottles	800	-	-	-	-	
3	Lunch	1 soup, 1 seasonable vegetable, 1 paneer sabzi, 1 daal, rice (steamed/jeera rice/ pulao), roti (plain/ tandoori), salad, raita, pickle, papad, sweet	-	350	350	250	250	
4	Evening Tea	Tea, Cookies	300 (Tea, Cookies, Samosa, Sandwich, Wafers)	500 (Tea, Cookies)	500 (Tea, Cookies)	350 (Tea, Cookies)	350 (Tea, Cookies)	
5	Water	Packaged water bottle-20 litres	25	25	25	25	25	

- *Please mention tax rate separately*
- *Number of Persons mentioned above are tentative and will be confirmed one day prior to date of activity*

**ANNEXURE II:**

**(TO BE TYPED ON A LETTER HEAD OF THE Bidder)**

**UNDERTAKING**

To  
Director/CIO  
National Innovation Foundation - India  
Ahmedabad

**Subject: Tender for providing catering service**

Sir,

1. I / We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I / We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself /ourselves to abide by the said terms and conditions.
3. I / We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Act, EC Act, Leave etc. and any other charges applicable from time to time. I / We will pay the wages to the personnel deployed as per central government Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. As far as possible I / We shall provide catering as per the terms and conditions of the Tender.

**Date:**

**(Signature of the bidder) /Authorized  
Signatory**

**Company Seal:**

**Name and Address of the Bidder**

**Annexure III: Format for technical bid of the tender (NIF/2018/ADM/003)**

**Catering Services During Festival of Innovation and Entrepreneurship  
At Rashtrapati Bhavan, New Delhi  
During March 07-11, 2018**

Sl. No.	Description of requirement	Enclosed	Enclosure No.
1.	Demand draft of Rs 500/- as Tender Fees enclosed in separate envelope along with Technical Bid	Yes/No	
2.	Demand draft of Rs 12,000/- as EMD enclosed in separate envelope	Yes/No	
3.	Whether the firm is registered with proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted engaged in such services	Yes/No	
4.	Declaration by the bidder that he /she has not been blacklisted by the Deptts/Ministries of the Govt. of India/State Govt./PSUs	Yes/No	
5.	Audited Balance Sheet and Income Tax Return for last 3 years certified by CA	Yes/No	
6.	Copy of Registration Certificate/ Allotment Letter of PAN / TAN/GST	Yes/No	
7.	Copy of Licenses issued by Food Safety & Standard Authority of India	Yes/No	
8.	Agency profile indicating Experience (in years)/ Number of similar Services provided/ Working with/for various departments of Government of India/ State Government along with supporting documents (copies of work order of last 3 years)	Yes/No	
9.	Financial Bid completed and sealed in a separate envelope	Yes/No	

Declaration of the Agency:

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

**Date:**

**Signature of Authorized Person:**

**Place:**

**Full Name:**

**Company's Seal:**