

**NATIONAL SMALL INDUSTRIES CORPORATION LTD.  
"NSIC BHAWAN", Okhla Industrial Estate  
New Delhi -110020  
CIN No. U74140DL1955GOI002481**

**Tender**

**For**

**"Leasing Out Space for Canteen"**

**at**

**National Small Industries Corporation Ltd.  
NSIC Complex, Okhla, New Delhi,**

**Tender Reference No. : NSIC/HO/SMC/91/2022-23**

**Issue of Tender : 01.09.2023**  
**Pre-Bid Meeting : 11-09-2023 (at 4.00 PM)**  
**Last date of Issue of tender : 22.09.2023 (upto 2.00 PM)**  
**Last date of receipt of tender : 22.09.2023 (upto 3.00 PM)**  
**Opening of Technical Bids : 22.09.2023 (at 4.00 PM)**  
**Date of opening of Price Bids : shall be informed later to technically qualified bidders**



**The National Small Industries Corporation Ltd.  
(A Government of India Enterprise)  
Okhla, Industrial Estate, Phase III, New Delhi-110020**

**NOTICE INVITING TENDER**

The National Small Industries Corporation Ltd. (NSIC), Okhla, New Delhi invites sealed tender in Two bid system (Technical & Price bid in two separate envelopes) from experienced and eligible contractors for **“Tender for Leasing Out Space For Canteen” at NSIC Head Office Okhla Industrial Estate, New Delhi-110020.**

Blank Tender documents can be downloaded from the NSIC web site <https://www.nsic.co.in/tender/Current-Tenders> . The bidder shall pay non-refundable amount of Rs. 590/- (including GST) towards tender fee through RTGS/ NEFT for which the **bank details** are given below:-

Account No. : 0007-0505-4052

Beneficiary Name: The National Small Industries Corporation Limited.

Bank Name: ICICI

Bank Branch Address: ICICI Bank, 9A, Phelps, Building, Connaught Place, New Delhi – 110001

IFSC code: ICIC0000007

The tender fee amount shall be deposited before submitting the bid and transaction proof of the same shall also be enclosed in Technical Bid envelope.

The Tender (Technical Bid and Price Bid in separate sealed envelopes and both contained inside a bigger envelope), complete in all respect with supporting documents as indicated in this document must reach NSIC office **latest by 3.00 PM on 22-09-2023** at the address mentioned below:

**General Manager (SMC)  
NSIC, Ltd., NSIC Bhawan  
Okhla Industrial Estate, New Delhi-110020**

The sealed envelopes must be super scribed with **“Tender for Leasing Out Space For Canteen”** at NSIC Head Office, Okhla Industrial Estate, New Delhi-110020”.

The tenders received after the due date and time shall not be accepted.

Technical Bids will be opened on same day i.e. on **22-09-2023 at 4.00 PM** in the chamber of General Manager (SMC) at NSIC Ltd. Okhla Industrial Estate, New Delhi - 110020 in the presence of the representatives of tenderers. Bidder may send a representative to above said office for being present at the time of Technical Bid opening.

Schedule for opening the Price Bids shall be communicated later to technically qualified Bidders only.



NSIC does not bind itself to accept the highest or any other offer and reserves the right to reject highest or any or all offers without assigning any reasons whatsoever. Decision of NSIC shall be final and binding on all the bidders.

NSIC further reserves the right to cancel the bidding process at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders on account of NSIC's such action and also to amend the terms and conditions before award of the contract.

**General Manager (SMC)**  
**NSIC Ltd.**  
**Tender Issuing Authority**

**The National Small Industries Corporation Ltd.**  
**(A Government of India Enterprise)**  
**Okhla, Industrial Estate, Phase III, New Delhi-110020**

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## Details of Tender

S.no	Description	Detail
1.	Tender Reference no.	<b>NSIC/HO/SMC/91/2022-23</b>
2.	Competent Authority	C.M.D. NSIC or his Authorized executives
3.	Reserve Amount for License Fee	Rs. 84,521/- per month (Bidder quoting license fee in Price Bid below the reserved amount shall be rejected.)
4.	Tender fee	<p>1. A non-refundable amount of Rs. 590/- shall be submitted by Bidder either through RTGS or NEFT in NSIC Account or in the form of Demand Draft from a Nationalized/ Scheduled Bank in favour of "NSIC Ltd."</p> <p>2. A/c Detail for depositing Tender Fee through RTGS and NEFT is given below:</p> <p style="text-align: center;">Beneficiary: The National Small Industries Corporation Limited.</p> <p style="text-align: center;">Account No. : 0007-0505-4052</p> <p style="text-align: center;">Bank Name : ICICI</p> <p style="text-align: center;">Bank Branch Address :</p> <p style="text-align: center;">ICICI Bank 9A, Phelps, Building, Connaught Place, New Delhi – 110001</p> <p style="text-align: center;">IFSC code : ICIC0000007</p> <p>3. The Demand Draft/ details of transaction/proof for exemption shall be submitted along with Technical bid.</p> <p>4. Exemption to MSEs as per public procurement policy 2012 of Ministry of MSME shall be applicable.</p>
5.	Earnest money:	<p>5. An amount towards EMD of Rs. 10000/- shall be submitted by Bidder either through RTGS or NEFT in NSIC Account or in the form of Demand Draft from a Nationalized/Scheduled Bank in favour of "NSIC Ltd."</p> <p>6. A/c Detail for depositing Tender Fee through RTGS and NEFT is given below:</p>

		<p><b>Beneficiary:</b> The National Small Industries Corporation Limited.</p> <p><b>Account No.:</b> 0007-0505-4052</p> <p><b>Bank Name :</b> ICICI</p> <p><b>Bank Branch Address :</b> ICICI Bank 9A, Phelps, Building, Connaught Place, New Delhi – 110001</p> <p><b>IFSC code :</b> ICIC0000007</p> <p>7. The Demand Draft/ details of transaction/proof for exemption shall be submitted along with Technical bid. Exemption to MSEs as per public procurement policy 2012 of Ministry of MSME shall be applicable.</p>
6.	Security Deposit	Equivalent to three month license fee to be deposited by successful Bidder
7.	Contract period	5 years
8.	Annual enhancement in license fee	5% per annum
9.	Notice period for Termination	90 days by either party.
10.	Authority competent to decide if “any other cause” of delay is beyond authorized representative contractors control	C.M.D. NSIC or his Authorized executives
12.	Authority competent to reduce Compensation	C.M.D., NSIC or any Authorized executive
11.	Bid Validity period	120 days
13.	Pre Bid meeting date	11-09-2023 at 4:00 PM
14.	Date and time of opening of Technical bids	22-09-2023 at 4.00 PM
15.	Tender evaluation criteria	Awarded to bidder quoting highest rate in Price Bid

## **General Terms & Conditions of Contract (GCC)**

### **1. Definition:**

1. "The Corporation" shall mean "The National Small Industries Corporation Ltd." (A Govt. of India Enterprise) Okhla Industrial Estate, New Delhi.110020, and shall include their legal representatives, successors and permitted assignees.
2. The "Contract" means and includes the documents forming the tender and acceptance thereof.
3. The "Premises" shall mean the "NSIC Head Office building & NSIC Business Park campus".
4. The "Contractor" shall mean the individual, partners, Registered Society or any other corporate body and shall include the legal representative of the same.
5. The "Competent Authority" means Chairman cum Managing Director of the Corporation or the person authorized by him.
6. The "Officer-In-Charge" shall mean the officer of the Corporation, designated by "Competent Authority" who shall supervise and be in charge of such works.
7. **PERIOD:** The period shall mean the period of contract for a period of 05 years subject to an annual increase @ 5% in License fee after completion of each year and also subject to the suitability and satisfaction of the Corporation which will be reviewed from time to time.

### **2. Site Visit:**

The tenderers are advised to visit and examine the site at NSIC HO premises and its surroundings and clarify for themselves, all information that may be necessary for submitting the tender. The cost of any such visit shall be entirely at the tenderer's own expenses.

### **3. Earnest Money Deposit & Cost of Tender:**

- 3.1 Tender should be accompanied with an **Earnest Money Deposit (EMD)** of **Rs. 10,000/- (Rupees Ten thousand only)** in the form of Demand Draft from a Nationalized / Scheduled Bank in favour of "**NSIC Ltd**" **New Delhi or** through RTGS /NEFT. The bank details for transaction may be referred from Notice Inviting Tender. The receipt of the same should also be enclosed in Technical Bid envelope. Exemption to MSEs registered with DIC/NSIC or having UDYAM registration shall be applicable as per Public Procurement Policy 2012.
- 3.2 The tenders received without tender fee or Earnest Money Deposit in the form as mentioned above shall be summarily rejected.
- 3.3 Earnest Money Deposit of unsuccessful tenderers shall be refunded without interest after the work has been awarded.
- 3.4 Blank Tender documents can be downloaded from the NSIC web site <https://www.nsic.co.in/tender/Current-Tenders> . The bidder shall pay non-refundable amount of Rs. 590/- (including GST) towards tender fee through RTGS /NEFT for which the **bank a/c details of NSIC** for transaction may be referred from Notice Inviting Tender.  
The tender fee amount shall be deposited before submitting the bid and transaction proof of the same shall also be enclosed in Technical Bid envelope.

#### 4. Eligibility and Qualifying Criteria:

4.1 The Bidder must have successfully executed minimum two contracts for similar service(s) for a period of at least one year during last 5 financial years ending 31st March 2023.

**Similar services** means: successfully running & maintaining canteen/ mess for at least one year period with a capacity to serve minimum 550 individual per day in a Govt./ Semi-Govt. establishment/ Central or State PSE/ any organization of repute. (Documentary proof such as work order/ Allotment letter along with satisfactory services certificate indicating minimum period of service shall be enclosed with Technical Bid).

4.2 Bidder shall have experience in cooking Indian, Chinese and Continental cuisines and a self-declaration in this regard shall be submitted with Technical Bid in prescribed format defined under proforma-I.

4.3 Bidder shall have standard crockery, cutlery for upto 200 guests on site and a self-declaration in this regard shall be submitted with Technical Bid in prescribed format defined under proforma-I.

#### 5. Supporting Documents to be enclosed with Technical Bid

In order to qualify for opening the Financial bid, following set of documents in support of eligibility criteria given above shall be enclosed by Bidder in Technical Bid envelope:

5.1 Proof for work experience such as self-attested copy of work order / Allotment letter along with satisfactory services certificate indicating capacity to serve number of guests and duration and period of service;

5.2 Self-declaration on letter-head/ affidavit on non-judicial stamp paper of appropriate value in the format prescribed under Proforma-I;

5.3 Demand Draft/ proof of transaction (UTR no. & date)/ proof for exemption (UDYAM/ NSIC registration certificate) towards tender fee of Rs. 590/- (Five hundred Ninety);

5.4 Demand Draft/ proof of transaction (UTR no. & date)/ proof for exemption (UDYAM/ NSIC registration certificate) towards EMD for Rs. 10,000/- (Rupees Ten Thousand);

5.5 Copy of PAN of the owner and GST registration;

5.6 All pages of tender document duly signed by Authorized Signatory with Company stamp.

5.7 An affidavit for Proprietorship /Partnership Deed in case of partnership firm / Articles of Association in case of limited Company.

5.8 Power of Attorney in favour of person authorized to sign the tender document as per the details below:

a) If the applicant is a proprietary firm, the Proprietor should sign all documents with Proprietor's stamp bearing his/her full name and name of his firm with its current address.

b) If the applicant is a firm in partnership, the Documents should be signed by all the partners of the firm above their stamp bearing full type written names and current addresses. Alternatively, the Documents should be signed by the person holding Power of Attorney for the firm on duly notarized non-judicial stamp paper of requisite value with signatures of all the Partners.



- c) If the applicant is a limited Company, or a Corporation, the Documents shall be signed by a duly authorized person authorized vide Board Resolution passed by Board of Directors of the Company/ Corporation for signing the Documents.

## 6. SUBMISSION OF TENDER

The tender complete in all respects shall be submitted along with tender fee and Earnest Money Deposit or a copy of proof for exemption (if eligible) as stipulated in the Notice/ Letter Inviting Tender. Tenders without tender fee and Earnest Money Deposit (or proof of exemption) will be rejected.

Tenders shall be submitted in two separate sealed envelopes super-scribed as following: -

### ENVELOPE- I

Tender Title: TECHNICAL BID for Tender for Leasing out Space for Canteen  
Tender No. : NSIC/HO/SMC/91/2022-23 dated 01-09-2023  
Opening Date : 22-09-2023 at 4.00 PM  
Addressed to: General Manager (SMC),  
The National Small Industries Corporation Ltd.,  
NSIC Bhawan Okhla Industrial Estate, New Delhi-110020.  
From: Bidder's Name & Address

It may be clearly noted that the filled up financial Bid should not be placed inside this envelope- I containing the Technical Bid. In case the filled up Financial Bid is found inside the Technical Bid, such tender shall be summarily rejected.

### ENVELOPE- II

This envelope shall contain Price bids as per schedule 'B' enclosed with the tender. The Price Bid should be in figures as well as in words also.

Tender Title: Price Bid for Tender for Leasing out Space for Canteen  
Tender No. : NSIC/HO/SMC/91/2022-23 dated 01-09-2023  
Opening Date : To be intimated later to all the Technically Qualifying Bidders.

NOTE: It is to be noted that the Envelope-II shall contain only rates and prices and no conditions i.e. deviations/ assumptions/ stipulations/ clarifications/ comments/ any other request whatsoever. Conditional offers will be rejected.

- 6.1 The reserve monthly license fee is Rs. 84,521/- Bids quoted rates less than reserve price shall be summarily rejected.
- 6.2 The tender envelopes should be received on or up to 3.00 PM on 22-09-2023 at the following address:-

General Manager (SMC)  
NSIC, Ltd. , NSIC Bhawan  
Okhla Industrial Estate Phase New Delhi-110020

**7. Pre Bid Meeting:**

A Pre Bid meeting will be held in the chamber of General Manager (SMC), NSIC Ltd., Okhla Industrial Estate , New Delhi-110020 on 11-09-2023, at 4.00 PM to answer queries of the bidders, if any, in respect of the terms & conditions of the tenders. Tenderers are free to visit the premises during the period of tendering.

**8. Validity of Tender:**

The tender shall remain valid for a period of 120 days from the date of opening of Technical Bids. The tenderers are not allowed to revise their tenders during the validity period.

**9. Opening of Tender:**

- 9.1 The Technical Bid shall be opened on 22-09-2023 on 4.00 PM in the Office of General Manager (SMC) in the presence of representative of bidders.
- 9.2 The Technical Bids of the eligible tenderers shall be evaluated by a constituted committee. The committee shall verify the authenticity of the documents submitted by the tenderers and may also visit to verify the ongoing establishments of the tenderers to assess their quality and service.
- 9.3 **Price Bids** shall be opened only for the technically qualified tenders as per the assessments of the evaluation committee. Technically qualified bidder shall be communicated separately the date of opening of price bids.
- 9.4 Representatives of the technically qualified bidders may remain present during opening of the price bids.

**10. Security Deposit:-**

- a. The successful tenderer shall be required to submit the amount equal to Three months license fee as Security Deposit in the form of Demand Draft or through RTGS/NEFT. Security deposit shall not carry any interest. EMD amount of successful tenderer shall become part of Security Deposit.
- b. Security deposit shall be refunded after expiry of the contract and after vacant and peaceful possession of the premises shall be handed over to NSIC and no outstanding dues are recoverable from the contractor on account of any damage to the demised premises or due to any other account.
- c. The security deposit will be forfeited in the event of a breach of contract by the contractor/ termination of contract under any clause(s) of the contract.

**11. LICENCE AND STATUTORY PERMISSIONS**

NSIC in no way will be responsible if any penalty is imposed on account of non-compliance of Statutory Laws. The Contractor shall provide copies of necessary documents/ licenses as defined by Law and the Government in respect of running

& maintaining a canteen after the award of work and before signing the Agreement. The contractor shall apply to MCD/ SDMC for obtaining necessary licenses for Canteen/Base Kitchen at NSIC premises. The contractor will be responsible for fulfillment of any requirement by MCD/ SDMC with respect to licensing, sanitation & cleanliness, quality of food/ hygiene. NSIC in no way will be responsible if any penalty is imposed on account of non-compliance of Statutory Laws.

## **12. AGREEMENT**

Before commencing the operations, the successful bidder shall be required to sign an agreement as per proforma- II enclosed with tender document. The terms & conditions mentioned in the tender document will become part of the Agreement. Registration charges of Lease Agreement shall be borne by the successful bidder.

## **13. TECHNICAL & FINANCIAL BID EVALUATION**

### **13.1 EVALUATION PROCEDURE**

- i. An evaluation committee will undertake the evaluation of all the tenders based on the eligibility/qualification criteria for technical bid.
- ii. The Bidders must meet all eligibility/ qualifying criteria. Any Bidder not meeting any of the requirements for technical bid will not be short-listed for the opening of Financial Bid.
- iii. The Financial bid will be evaluated for selecting highest value offered towards monthly license fee. Bidder offering highest rate of license fee (H-1) will be declared the successful Bidder.

## **14. Payment of License Fee**

The contractor shall deposit the license fee in advance latest by 7<sup>th</sup> day of each month. If the contractor fails to deposit the license fee on or before 7<sup>th</sup> of the month, an interest @18% per annum on delayed payment for the period of delay will be levied. In case of delay for more than 30 days, an appropriate action shall be taken against the contractor which may lead to termination of the contract.

## **15. TENURE OF THE CONTRACT**

The contract shall be for a tenure of five(05) years subject to an annual increase @ 5% in License fee after completion of every year and subject to the suitability and satisfaction of the corporation.

The quality of eatables and service provided by the Lessee will be reviewed at regular intervals on the basis of the feedback received from time to time. NSIC shall reserve the right to cancel the agreement with a prior notice of 90 days.

## **16. SUPPLY OF POWER**

- 16.1 The contractor shall submit his requirement of power to the corporation before commencement of the operations.
- 16.2 Three phase power supply shall be provided to the contractor on payment basis as per meter reading. The contractor shall install electric meter of approved make at his own cost.
- 16.3 The contractor shall pay for electricity consumed as per the prevailing rates of supplying agency subject to change in the tariff from time to time by supplying agency i.e. BSES.
- 16.4 The generator back-up will be provided to the contractor on request and on payment basis as per the rates fixed by the corporation.
- 16.5 The payment of electricity and generator back-up shall be deposited by the contractor against bill immediately but not later than two weeks from the issuance of bills.

## **17. SUPPLY OF WATER**

- 17.1 The water shall be supplied to the contractor by the Corporation on payment basis as per meter reading. The contractor shall install water meter(s) at his own cost.
- 17.2 Payment shall be made by the contractor at the prevailing tariff of Delhi Jal Board. The payment shall be deposited along with the monthly License Fees bill immediately. The payment of water bill shall be deposited immediately but not later than two weeks from the issuance of bill.

## **18. PAYMENT OF WAGES**

- 18.1 The employees/ workers employed by the successful Bidder/ Contractor in respect of this contract shall be the employees of the contractor and shall claim their salaries/ wages and other benefits like PF, ESI etc. from the contractor, the Corporation shall not be liable for any claim whatsoever in this regard.
- 18.2 The contractor shall ensure timely payment of wages/ salaries to its staff/ employees every month as per the Minimum Wages Act and other relevant laws as applicable from time to time.
- 18.3 The contractor shall be responsible for discipline and conduct of its employees/ workers.

## **19. INDEMNITY TO CORPORATION**

The Contractor shall indemnify the Corporation by way of submitting affidavit in respect of causes of action, claims, damages, compensation or cost charges and expenses arising out of accident or injury sustained by any workman or other person whether in the employment of the Corporation or not while in the Corporation premises arising out of any act of omission or commission, default or negligence, error in judgment on the part of the caterer or its staff.

## **20. TERMINATION OF AGREEMENT**

The Corporation or contractor shall be entitled to terminate the agreement by giving a prior notice of 90 days to the other party without prejudice to other rights and remedies available due to non-performance by the Contractor or non-

compliance of any clause of the agreement or in the event, the Contractor becomes insolvent.

## **21. Code of Ethics:**

The Tenderers should observe the highest standard of ethics and should not indulge in the corrupt, fraudulent, anti-competitive and coercive practices either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts. If the bidders are found involved in any such activity, action will be initiated to debar the bidder.

## **22. ARBITRATION**

- 21.1 Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of the Lessee any other question, claim, right, matter, or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the performance of the contract, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitrator appointed by the Competent Authority of the Corporation.
- 21.2 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as he/she thinks proper and it shall be the duty of the parties hereto to do or cause to be done, all such things as may be necessary to enable the Arbitrator to make the award without any delay. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place in New Delhi as may be fixed by the Arbitrator in his sole discretion. The Award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- 21.3 The law under the Arbitration and Conciliation Act updated as on date shall be applicable to such proceedings.

## **23. Jurisdiction:**

In the event of any dispute the legal matter shall be subjected to the jurisdiction of Delhi Court only.

We confirm with our acceptance to the instructions (S.No-1 to 22 above) as given above.

**Yours faithfully,**

**General Manager ( SMC)  
NSIC Ltd.  
Okhla New Delhi-110 020**

## SCOPE OF WORK

### **1. The scope of work shall include the following:**

- a) Leasing out furnished canteen space, for running of canteen with base kitchen at NSIC Complex, Okhla Industrial Estate, New Delhi-110020 for 60 months on monthly license fee basis having furnished covered area 1271 sqft with base kitchen, tile flooring, false ceiling, kitchen counters and serving counters –etc.
- b) Approximate number of person working in NSIC Business Park are 700 approximately and in NSIC Bhawan complex are 400 approximately.
- c) The contractor shall plan his operations in such a way to cater the requirements of the employees and visitor of NSIC Business Park and NSIC Bhawan premises in the most efficient & professional manner.
- d) The Canteen/ Base Kitchen shall be operated from 8.00 AM to 8.00 PM every day except Sunday and National holidays and no cooking is allowed outside the base kitchen.
- e) The Contractor shall be liable to provide eatables of good quality meeting the standards of concerned Govt. Departments. The oil/ ghee and other ingredients used in preparation of eatables shall be of good quality and of Food safety and standard authority of India (fssai) certified/ ISI mark.
- f) The rates to be charged for items to be supplied by the canteen will be fixed with approval of the officer in-charge in NSIC. Any revision of rates will be made only with the prior permission of the officer in-charge.
- g) The Contractor shall be responsible for Canteen as per the applicable rules and ensure the compliance of the provisions of EPF/ ESI Act and Rules, framed there under and other relevant statutes including Labour Laws, Municipal Rules and Regulations relating to the canteen in force from time to time/ statutory approvals, during the currency of the Contract. The contractor shall obtain the necessary license for Canteen/ Base Kitchen from the Municipal Corporation of Delhi or statutory department.
- h) The contractor shall be responsible for keeping the Canteen premises clean and will be solely responsible for maintaining hygienic conditions. He may use Canteen for catering of food for outside clients.
- i) The officials of NSIC shall check the quality of foods of canteen at any point of time and successful bidder is expected to maintain the hygienic conditions as well as the quality of foods.
- j) Lessee shall prepare and serve Tea/ Snacks minimum twice daily in addition to the lunch.
- k) Contractor may supply the eatable outside the NSIC premises.

**Yours faithfully,  
General Manager (SMC)  
NSIC Ltd.  
Okhla New Delhi-110020**

**Documents to be submitted in Envelop 1 for Technical bid**

<b>S. No.</b>	<b>PARTICULARS</b>	<b>Yes</b>	<b>No</b>	<b>Page No.</b>
1.	Similar work experience in the last preceding 5 years ending on 31 <sup>st</sup> March 2023 at least two works in catering services to the Corporate, or running & maintaining a canteen/ mess in the Govt./ Semi-Govt. establishment/ Multi National Company or running a Restaurant having the capacity to serve 550 employees per day. (Documentary proof such as work order/ Allotment letter and satisfactory services certificate to be attached).			
2.	Declaration as per proforma -I)			
3.	Transaction slips of Tender fee of Rs 590/ through RTGS/NEFT - in NSIC Ltd. Account. or Proof for exemption from Tender Fee under Public Procurement Policy			
4.	Transaction slip of EMD of Rs. 10,000/- through RTGS/ NEFT - in NSIC Ltd. Account. or Proof for exemption from EMD under Public Procurement Policy.			
5.	Copy of PAN Card of the owner and GST registration.			
6.	All pages of tender document duly signed by Authorized Signatory with Company stamp.			
7.	Affidavit for Proprietorship/ Partnership Deed in case of partnership firm/ Articles of Association in case of limited Company.			
8.	Power of Attorney in favour of person authorized to sign the tender document.			

**(Signature with address & Stamp of authorized signatory)**

**Email ID:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**GST Number:** \_\_\_\_\_

**PRICE BID**

<b>S.no.</b>	<b>Details of canteen space</b>	<b>License Fee per month lump sum to be paid by successful Bidder (Excluding of GST)</b>
	<b>NSIC H.O. CANTEEN</b>	<b>(in Rupees)</b>
	Running and maintenance of furnished Canteen space with base kitchen, approximate area 1271 sqft at NSIC Head Office premises Okhla , Industrial Estate , New Delhi.	

**License Fee Per Month (Lump sum) in words:**

**Rs-----(excluding of GST)**

**Note:**

1. GST as applicable shall be charged extra on the License fee quoted by Bidder above.
2. Electricity (including generator back-up) and Water bill shall be borne by the contractor on the basis of actual usage derived as per sub-meter installed by him at his own cost only.
3. The reserve monthly license fee is Rs. 84521/- Bids quoted rates less than reserve price shall be summarily rejected.

(\_\_\_\_\_)

**Authorized Signatory**

**M/s \_\_\_\_\_**

**Address : \_\_\_\_\_**



**Proforma-I**  
**(Affidavit on Non-Judicial Stamp Paper of Rs.10/- duly attested by Notary/  
Magistrate)**

**A. Declaration by the Bidder:-**

This is to certify that in submission of this bid offer, it is to confirm that:-

1. We have visited the site of work and seen the working conditions, approach road /path, availability of water, electricity and other relevant requirements connected with the work.
2. We have neither concealed any information/document which may result in our disqualification nor made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements
3. During the past three years prior to the deadline for submission of Bids, no contract awarded to us has been determined non-progressive or non-serviceable.
4. No Central/ State Government Department/ Public Sector Undertaking or Enterprise of Central/ State Government has banned/ suspended business dealings with us as on date.
5. We have submitted all the supporting documents and furnished the relevant details as per prescribed format and we agree to submit, without delay additional information/ documents which may be demanded by NSIC Ltd.
6. I/ We have PAN No. \_\_\_\_\_ (mention No.) allotted by the Income Tax Department.
7. I/ We have GST registration no. \_\_\_\_\_ (mention no.) issued by appropriate Authority.
8. I/ We have EPF registration no. \_\_\_\_\_ (mention no.) issued by appropriate Authority.
- 8 I/ We have ESI registration no. \_\_\_\_\_ (mention no.) issued by appropriate Authority.
- 9 List of Similar Works satisfying Qualification Criterion submitted does not include any work which has been carried out by us through a Subcontractor on a back to back basis.
- 10 The information and documents submitted with the Tender and those to be submitted subsequently by way of clarifications are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- 11 We have not failed to service the principal amount or interest or both of a loan account/ credit limit from any Bank or Financial Institution during a period of one year prior to the deadline for submission of Bids.
- 12 I/ We understand that in case any statement/ information/ document furnished by me/ us or to be furnished by us in connection with this tender, is found to be misleading or false, our Tender will be rejected without giving any notice and we will be suspended for next five years from participation in any future tender of NSIC from the date of suspension.
- 13 Having examined the General Conditions of Contract, Scope of work Specifications etc. incorporated in the Bid documents for the execution of above work and having visited and examined the site of said works, I/ we the undersigned, offer to execute the said works in conformity with the tender terms and specifications.
- 14 Should this tender be accepted I/ we undertake to commence the work within the period as per date specified in the Letter of award for the said services and further undertake to provide services stipulated in the contract for a period of **60 Months**. I/ we agree to abide by this tender for a period of **120 days** from the date of submission of Bid or such extended period as may be mutually

agreed as prescribed in Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiry of that period.

- 15 Unless and until an agreement is prepared and executed, this Bid, together with NSIC written acceptance thereof, shall constitute a binding contract between us.
- 16 We understand that NSIC is not bound to accept the highest or any Bid NSIC may receive.
- 17 This application is made in the full understanding that:
  - a) Bids by qualified Bidders will be subject to verification of all information submitted for qualification at the time of Bidding.
  - b) NSIC reserves the right to:
    - i. amend the scope and value of any contracts Bid under this work.
    - ii. reject or accept any Bid, cancel the qualification process and/or Bidding process, and reject all the Bids and

NSIC shall not be liable for any such action and shall be under no obligation to inform the Bidder of the grounds for the xviii (b ii) above.

#### **B. Unconditional Acceptance of Bid Conditions**

1. I have read and examined all the conditions in the Bid document for the subject services and we hereby unconditionally accept the Bid conditions entirely for the said services.
2. I/ we hereby submit our Bid and undertake to keep it valid for a **period of 120 Days** from the date of submission of Tender.
3. I/ we undertake to execute the above items strictly in accordance with the requirements and particulars/ Specifications stipulated in the Bid documents.
4. I/ we hereby further undertake that during the said period:
  - a. I/ we shall not vary/alter or revoke my/our Bid during the validity period of Bid.
  - b. I/ we have quoted for the complete scope of the said work.
  - c. I/ we undertake to abide by the terms and conditions as stipulated by NSIC in the Bid documents and as amended thereafter.
5. I/ we have not enclosed any condition/ deviation to conditions of Bid documents in Financial Bid.
6. I/ we agree that in case of any condition is found to be quoted by us in the Financial Bid, my/ our Bid will be rejected and I will be suspended for next five years from participation in any future tender of NSIC from the date of suspension.
7. This undertaking is in consideration of NSIC agreeing to open my Bid, considering and evaluating the same for the purpose of award of work in terms of provisions of Bid documents.
8. I agree that in case of any failure to fulfill the guidelines related to minimum wages act/ labour laws shall make me liable for forfeit of performance guarantee.

**C. Declaration regarding the experience in cooking Indian Chinese and continental cuisines**

This is to certify that I/ we have the sufficient experience of more than five years in cooking and serving Indian Chinese and continental cuisines in catering services to the Corporate, or running & maintaining a canteen in the Govt./ Semi-Govt. establishment/ Multi National Company or running a Restaurant.

**D. Declaration regarding having sufficient standard crockery , cutlery up to 200 guests.**

This is to certify that I/ we have the sufficient **standard crockery, cutlery to serve up to 200 guests** in catering services, Corporate, or running & maintaining a canteen in the Govt./ Semi-Govt. establishment/ Multi National Company or running a Restaurant.

**E. Disqualification on Certain Grounds**

Even though I/ We meet the above qualifying criteria, I/ We am/ are subject to disqualification if I/ We have

1. Concealed any information/ document which may result in the my/ us disqualification or if any statement/ information/ document furnished by me/ us or issued by a Bank/ Agency/ third party and submitted by me/ us, is subsequently found to be false or fraudulent or repudiated by the said Bank/ Agency/ Third Party.
2. Records of any contract awarded to me/ us, having been determined false during the past three years prior to the dead line for submission of Bids.
3. My/ Our business banned or suspended by any Central/ State Government Department/ Public Undertaking or Enterprise of Central/ State Government and such ban is in force.
4. Not submitted all the supporting documents or not furnished the relevant details/ clarifications as necessary for tender evaluation.

SEAL, SIGNATURE & NAME OF  
representative of the firm authorized to sign

**Proforma-II**  
**AGREEMENT**

(To be signed between successful Bidder & NSIC after the award of Contract)

**Subject: Agreement for Lease Out Space for Canteen**

This agreement is made on ..... day of \_\_\_\_\_2023 at New Delhi, between The National Small Industries Corporation Ltd. (A Govt. of India Enterprise) company incorporated under the Companies Act 1956 and having its registered Office at NSIC Bhavan Okhla Industrial Estate, New Delhi-110 020 (hereinafter referred as Corporation) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns of ONE PART

AND

Sh. .... Proprietor /Partner / Director of M/s. .... hereinafter referred to as the Contractor which expression shall include his legal heirs / successors, representatives and permitted assignees of the other part.

WHEREAS the Corporation desires to award the contract for leasing out space to provide the canteen facility at NSIC Registered Office i.e. Head Office. The Contractor has agreed to provide the same. Both the parties have agreed to execute an agreement on this day of \_\_\_\_\_2023.

**The Terms & conditions are as under:**

**1. DEFINITIONS:**

- a. "The Corporation" shall mean "The National Small Industries Corporation Ltd." (A Govt. of India Enterprise) Okhla Industrial Estate, New Delhi.110020, and shall include their legal representatives, successors and permitted assignees.
- b. The "Contract" means and includes the documents forming the tender and acceptance thereof.
- c. The "Premises" shall mean the "NSIC Head Office building and campus".
- d. The "Contractor" shall mean the individual, partners, Registered Society or any other Corporate body and shall include the legal representative of the same.
- e. The "Competent Authority" means Chairman cum Managing Director of the Corporation or the person authorized by him.
- f. The "Officer-In-Charge" shall mean the officer of the Corporation, designated by "Competent Authority" who shall supervise and be in charge of such works.

**2. TENURE:**

- a. The tenure shall mean the period of contract for a period of 5 years subject to an annual increase @ 5% in License fee after completion of every year and also subject to the suitability and satisfaction of the Corporation which will be reviewed from time to time.
- b. This Agreement shall therefore be deemed to come into force on .....day of the month of .....of the year 2023.
- c. The contract shall be valid for the period of five years w.e.f. ....2023 to .....2028.

### 3. SCOPE OF WORK:

1. The scope of work shall include running and maintenance of “**CANTEEN**” in the most efficient and professional manner, with base kitchen at Canteen space at NSIC Complex, Okhla Industrial Estate, New Delhi-110020 for 60 months on monthly license fee basis having furnished covered area 1271 sqft with base kitchen , tile flooring , false ceiling, kitchen counters and serving counters –etc.
2. Approximate number of person working in NSIC Business Park are 700 approximately and in NSIC Bhawan complex are 400 approximately.
3. The contractor shall plan his operations in such a way to cater the requirements of the employees and visitor of NSIC Business Park and NSIC Bhawan premises in the most efficient & professional manner.
4. The Canteen/ Base Kitchen shall be operated from 8.00 AM to 8.00 PM every day except Sunday and National holidays and no cooking is allowed outside the base kitchen.
5. The Contractor shall be liable to provide eatables of good quality meeting the standards of concerned Govt. Departments. The oil/ghee and other ingredients used in preparation of eatables shall be of good quality and of Food safety and standard authority of India (fssai) certified / ISI mark.
6. The rates to be charged for items to be supplied by the canteen will be fixed with approval of the officer in-charge in NSIC. Any revision of rates will be made only with the prior permission of the officer in-charge.
7. The Contractor shall be responsible to operate the Canteen as per the applicable rules and ensure the compliance of the provisions of EPF / ESI Act and Rules, framed there under and other relevant statutes including Labour Laws, Municipal Rules and Regulations relating to the canteen in force from time to time/statutory approvals, during the currency of the Contract. The contractor shall obtain the necessary license for Canteen/Base Kitchen from the Municipal Corporation of Delhi or statutory department.
8. The contractor shall be responsible for keeping the Canteen premises clean and will be solely responsible for maintaining hygienic conditions. He may use Canteen for catering of food for outside clients.
9. The officials of NSIC are entitled to check the quality of foods of canteen at any point of time and Contractor is responsible to maintain the hygienic conditions as well as the quality of foods.
10. Contractor shall prepare and serve Tea/ Snacks minimum twice daily in addition to the lunch.
11. Contractor may supply the eatable outside the NSIC premises.
12. The contractor shall not keep or serve any eatable containing drugs or alcohol or any such intoxicated substance.
13. The Contractor has to ensure that the bearer & other staff serving in the said complex as provided by them are well behaved, well-mannered and are in proper & clean uniform. The contractor shall be responsible for the good conduct of his staff.
14. The Contractor shall make necessary sitting arrangement by himself.

#### **4. Security Deposit:-**

1. The Contractor shall be required to submit the amount equal to Three months license fee as Security Deposit in the form of Demand Draft or through RTGS/ NEFT. Security deposit shall not carry any interest.
2. Security deposit shall be refunded after expiry of the contract and after handing over vacant and peaceful possession of the premises to NSIC subject to no outstanding dues are recoverable from the contractor on account of any damage to the demised premises or due to any other account.
3. The security deposit will be forfeited in the event of a breach of contract by the contractor/ termination of contract under any clause(s) of the contract.

#### **5. LICENCE AND STATUTORY PERMISSIONS**

NSIC in no way will be responsible if any penalty is imposed on account of non-compliance of Statutory Laws. The Contractor shall be responsible for compliance of all statutory laws and shall provide copies of necessary documents/licenses as prescribed by Law or the Government in respect of running & maintaining a canteen. The contractor shall obtain from MCD/SDMC/ concerned statutory body the necessary licenses for Canteen/Base Kitchen at NSIC premises. The contractor will be responsible for fulfillment of any requirement by MCD/SDMC/ statutory body with respect to licensing, sanitation & cleanliness, quality of food / hygiene.

#### **6. REGISTRATION CHARGES OF AGREEMENT**

Registration charges, if any, of this Agreement shall be borne by the Contractor.

#### **7. Payment of License Fee**

The contractor shall deposit the license fee Rs.....per month in advance latest by 7<sup>th</sup> day of each month. If the contractor fails to deposit the license fee on or before 7<sup>th</sup> of the month, an interest @18% per annum on delayed payment for the period of delay will be levied. In case of delay for more than 30 days, an appropriate action shall be taken against the contractor which may lead to termination of the contract.

#### **8. SUPPLY OF POWER**

1. The contractor shall submit his requirement of power to the corporation before commencement of the operations.
2. Three phase power supply shall be provided to the contractor on payment basis as per meter reading. The contractor shall install electric meter of approved make at his own cost.
3. The contractor shall pay for electricity consumed as per the prevailing rates of supplying agency subject to change in the tariff from time to time by supplying agency i.e. BSES.
4. The generator back-up will be provided to the contractor on request and on payment basis as per the rates fixed by the corporation.
5. The payment of electricity and generator back-up shall be deposited by the contractor against bill immediately but not later than two weeks from the issuance of bills.

## **9. SUPPLY OF WATER**

1. The water shall be supplied to the contractor by the Corporation on payment basis as per meter reading. The contractor shall install water meter(s) at his own cost.
2. Payment shall be made by the contractor at the prevailing tariff of Delhi Jal Board. The payment shall be deposited along with the monthly License Fees bill immediately. The payment of water bill shall be deposited immediately but not later than two weeks from the issuance of bill.

## **10. PAYMENT OF WAGES**

1. The employees/ workers employed by the Contractor in respect of this contract shall be the employees of the contractor and shall claim their salaries/ wages and other benefits like PF, ESI -etc. from the contractor only, the Corporation shall not be liable for any claim whatsoever in this regard.
2. The contractor shall ensure timely payment of wages/ salaries to its staff/ employees every month as per the Minimum Wages Act and other relevant laws as applicable from time to time.
3. The contractor shall be responsible for discipline and conduct of its employees/ workers.

## **11. INDEMNITY TO CORPORATION**

The Contractor hereby indemnifies the Corporation in respect of causes of action, claims, damages, compensation or cost charges and expenses arising out of accident or injury sustained by any workman or other person whether in the employment of the Corporation or not while in the Corporation premises arising out of any act of omission or commission, default or negligence, error in judgment on the part of the caterer or its staff.

## **12. Insurance:**

Contractor shall take an appropriate insurance policy for an appropriate value for insurance against damage/loss due to fire or any accident in the canteen. This insurance policy shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the Contractor, its agents, its employees, its representatives or from riots, strikes and civil commotion. This insurance policy shall also cover all the liabilities of the Contractor arising out of the Article 11.0 (Indemnity) of this Contract.

## **13. Relationship**

Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee among the Parties hereto or any affiliates thereof or to provide either Party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other Party.

#### **14. TERMINATION OF AGREEMENT**

The Corporation or contractor shall be entitled to terminate the agreement by giving a prior notice of 90 days to the other party without prejudice to other rights and remedies available due to non-performance by the Contractor or non-compliance of any clause of the agreement or in the event, the Contractor becomes insolvent.

#### **15. Damages**

In the event of holding over the premises after expiry of the tenure under present agreement and in the event of sub-letting the premises, the Corporation will be entitled to claim from Contractor pre-quantified damages @ Rs.3000/- per day, from the date of holding over till the date of vacant peaceful possession to be handed over to Corporation.

#### **16. JURISDICTION**

Public Premises (Eviction of unauthorized Occupation Act 1971, will be applicable to all disputes covered in the said Act. As regards to the disputes not covered in said Act, the Courts at Delhi shall have exclusive jurisdiction.

#### **17. NOTICE**

All notices to be given by the parties to each other shall be in writing, sent at their addresses mentioned herein above by registered mail/ fax/ courier and the notice shall take effect as soon as it is received by the recipient thereof.

#### **18. General Conditions:**

1. The Contractor shall be provided built up space for canteen on "**As is Where basis is**". The maintenance and upkeep of premises, furniture and fixtures shall be the sole responsibility of the contractor.
2. The Contractor has to ensure that canteen premises should be used for the purpose of running the canteen services and not for other purposes in any manner.
3. The contractor shall not be allowed to use the canteen premises at NSIC Complex to organize private functions e.g. birthdays & get together etc. for outside clients. However, he can make food arrangement for the visitors of NSIC/tenants of NSIC/Employees of NSIC.
4. The contractor shall not be permitted to sublet the premises to sub-contractors or to shift the responsibility for providing the catering services in any manner.
5. The Contractor shall arrange the required good quality utensils, cutlery and crockery and other equipment/ items for running the canteen.
6. The contractor will provide the good quality furniture i.e. tables and chairs etc at his own cost in the space provided by NSIC for running of canteen.
7. The contractor shall employ his own employees/ staff for running the canteen and provide them proper uniform etc. at his own cost and shall be responsible for timely payment of their wages/ salary.
8. The contractor shall be responsible to extend medical facilities etc. to his staff and employees as per statutory rules in force from time to time. NSIC shall not be responsible for the same in any manner. The contractor shall



- also be responsible to enforce discipline amongst his canteen staff who should not be a cause, to the security of the NSIC, in any manner.
9. The Contractor shall be responsible for running the canteen as per the applicable rules and ensure the compliance of the provisions of EPF/ ESI Act and Rules, framed there under and other relevant statutes including Labour Laws, Municipal Rules and Regulations relating to the canteen in force from time to time, during the currency of the Contract. The contractor shall obtain the necessary license to run the canteen from the Municipal Corporation of Delhi/SDMC.
  10. The Corporation shall have the right to demand for the removal of any employee of the Contractor whose conduct and actions are not found satisfactory and the contractor shall be bound to remove such employee/ canteen staff.
  11. The contractor shall not be allowed to use the canteen premises at NSIC H.O. for outside customers as base kitchen.
  12. Tender document and Award Letter shall be the part of Agreement.
  13. In the event of the Contractor failing to execute the work under contract in whole or in part an alternative arrangement will be made by the Corporation totally at the cost and risk of Contractor besides any suitable fine/ penalty.
  14. Drinking water in canteen will be provided by the Contractor and it will be the responsibility of the Contractor to make it available in sufficient quantity at all times in the dining hall at his own cost.
  15. It is mandatory to display both menu & price list daily in Canteen area visible to all the service takers.
  16. The contractor shall be responsible for removal/disposal of garbage generated in the canteen.
  17. A penalty of Rs.2000/- will be imposed on the Contractor for each day of unauthorized closing of canteen. If canteen remains closed for a period of thirty days continuously, this agreement is liable to be terminated at the discretion of Competent Authority.
  18. All the liabilities arising out of any provision of Labour Acts in force and enacted/ amendment from time to time during the execution of contract shall be contractor's responsibility. Any expenditure incurred by Corporation to face the situation arising out of the negligence on the part of the contractors or on the part of their laborers shall be to the contractor's accounts and shall be recovered from the contractor.
  19. Contractor shall settle and pay all municipal and other statutory taxes, if any, to the concerned authorities directly in respect of the canteen operation.
  20. Contractor agrees not to affix without previous written consent of Corporation any bills, hoardings, notices, placards, advertisements either inside or outside the NSIC Complex except the Canteen space.
  21. Contractor agrees to abide by all the rules and regulations of the Corporation as applicable time to time and especially undertakes that all the incoming and outgoing materials will be subject to check at the gate by security staff.
  22. The Corporation shall not be responsible for any theft, robbery in canteen premises and or damage caused due to natural calamities, earthquake,



breakdown or damage caused due to Contractor's equipment for the reasons beyond the control of the Corporation. Further Corporation shall not be responsible for any injury caused to staff of Contractor and or visitors or its personnel working at the canteen premises due to electric fault or any other reasons.

IN WITNESS of above, both parties have set their hands to the agreement along with its schedule on the date and month first written in the presence of the witness.

Signatures of:

Signature & Name of Contractor M/s ..... Address....	<b>Signature, name, designation of authorized official on behalf</b> National Small Scale Industries Corporation Ltd. NSIC Bhawan, New Delhi-110 020.
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***Witness***

***Witness***