



NATIONAL INSTITUTE OF ELECTRONICS & INFORMATION TECHNOLOGY
(An Autonomous Scientific Society of Ministry of Electronics and Information Technology,
Govt. of India)

Ref.No..1(102)2017-NIELIT

11/01/2019

**NOTICE INVITING TENDER DOCUMENTS FOR RUNNING CANTEEN SERVICES AT NIELIT
BHAWAN, DWARKA**

Schedule of Events

Particular	Details
Nature of the Work	RUNNING CANTEEN SERVICES AT NIELIT BHAWAN,
Details of Contact Person for clarifications/queries	Joint Director (Admn.) National Institute of Electronics & Information Technology, (NIELIT) NIELIT Bhawan Plot No. 3, PSP Pocket, Institutional Area, Sector 8 Dwarka, New Delhi-110077 Tel.: 011- 2530 8300 Email: ashokv@nielit.gov.in
Mode of Tendering	e-Tender(online on URL https://eprocure.gov.n/eprocure/app
No. of covers	a) Technical Bid b) Financial Bid
Estimated Tender Value	10 Lakhs per annum
Earnest Money Deposit (EMD)	Rs.20,000/- Through DD/NEFT/RTGS in favour of NIELIT payable at New Delhi. Bank of India, SB A/c. no. 604820100000012, IFSC Code-BKID0006048 on or before bid submission closing time as mentioned in the tender document at NIELIT, New Delhi.
Date and time of Publishing of e-tender	11/01/2019 17:00 hrs
Website for downloading Tender Document	http://www.nielit.gov.in http://www.meity.gov.in https://eprocure.gov.in/eprocure/app
Bid Submission Start Date & Time	11/01/2019, 17.00 hrs
Bid Submission Closing Date & Time	01/02/2019, 17.00 hrs
Technical Bid Opening Date & Time	04/02/2019, 11.00 hrs
Venue for Technical Bid opening	NIELIT Headquarters
Date, Time and Venue of opening of Financial bids	Will be intimated later to the technically qualified bidders
Bid Validity	90 Days from the closing date of bid submission

IMPORTANT NOTE

1. Tender documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders/ Suppliers who have not enrolled/registered in e-procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrollment is free of cost. Bidders are advised to go through instructions provided at Appendix-I regarding 'Instructions for online Bid Submission.
2. Bidders can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://eprocure.gov.in/eprocure/app>.
3. Tenders and supporting documents should be uploaded through e-procurement. Hard copy of the tender documents will not be accepted.

**TENDER DOCUMENT FOR IDENTIFICATION OF VENDOR RUNNING CANTEEN
SERVICES AT NIELIT BHAWAN, DWARKA ON RATE CONTRACT BASIS**

Last Date and Time of Submission of Bids: 01/02/2019 17:00 hrs

Date of Opening of Technical Bid: 04/02/2019 17:00 hrs

1. BACKGROUND:

- 1.1 National Institute of Electronics and Information Technology [NIELIT] [erstwhile DOEACC Society] is an Autonomous Scientific body of Ministry of Electronics and Information Technology (MeitY), Govt. of India, set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (IECT). NIELIT is engaged both in Formal & Non-Formal Education in the area of IECT besides development of industry oriented quality education and training in the state-of-the-art areas. It is also one of the National Examination Bodies, which accredits institutes/organizations for conducting courses in IT in the non-formal sector.
- 1.2 Staff canteen exists in the premises of the NIELIT Bhawan Plot No. 3, PSP Pocket, Institutional Area, Sector 8 Dwarka, New Delhi-110077. This tender is intended for the catering services for the staff and authorized visitors in the NIELIT Bhawan.
- 1.3 The day-to-day working of the canteen will be watched and monitored by a Committee constituted by the Competent Authority of NIELIT for the purpose.

2. SCOPE OF WORK

- 2.1 The Vendor may be required to supply Tea, Coffee etc. to nearly 250 employees (twice a day) including Lunch and Snacks to about 50 employees of the NIELIT on daily basis on working day. In addition to the regular & contractual employees of NIELIT, the canteen will also cater to the needs of the visitors to the NIELIT as well as to the participants in academic, technical and other programmes organized by the NIELIT from time to time. Tea, Coffee, Snacks, fruits, Dry-fruits, High tea, Cold Drinks and Lunch shall also be supplied for meetings, seminars and conferences or other purpose, whenever required in the premises.
- 2.2 It should be clearly indicated in the proforma for Financial Bids as to whether the vendor has submitted bids for all the items included in Annexure-I.

3. ELIGIBILITY

- 3.1 The Bidder must be registered in the name of a firm or in the name of sole proprietor Ownership according to the law of the country.
- 3.2 The bidder who has an experience of minimum two years of running such a cafeteria/canteen in Government departments, public undertakings and/or renowned educational institutions or elsewhere, may participate in tender along-with sufficient proof of its experience/ability of running such canteen.
- 3.3 Bidder shall have due registration in the name of their firm or in the name of sole proprietor with the concerned Govt. Authorities for GST/Income Tax/TIN etc. and also furnish proofs of such documents along with the proofs clearing Income Tax/GST/Other taxes and duties due to the Government. The Bidder must have valid PAN/GST/TAN registration No. in their firm's name or in the name of sole proprietor. The particular given at Annexure-II should be supported by relevant documentary proof.

- 3.4 The Director General of NIELIT Bhawan Plot No. 3, PSP Pocket, Institutional Area, Sector 8 Dwarka, New Delhi-110077 reserves the right to accept/reject any or all bids without assigning any reason.
- 3.5 The Firm is required to upload copies of the following documents along with the Technical Bid, failing which their Bids shall be summarily/out rightly rejected and will not be further considered:
- (a) Scanned copy of Earnest Money Deposit (EMD)
 - (b) Scanned copy of Firm/Company/Sole proprietor Registration Number
 - (c) Scanned copy of GST Registration Number in the firm name or Sole Proprietor name
 - (d) Scanned copy of PAN Number in the Firm name or sole Proprietor name
 - (e) Scanned copy of the Minimum Wages Rate issued by labour commissioner
 - (f) An undertaking on the letter head duly signed & stamped to confirm the acceptability of all Term & Condition of Tender Document
 - (g) Scanned copy of undertaking that his/her firm is not blacklisted by any Govt. Departments/organization given in Annexure IV.
 - (h) Scanned copy of License to operating the catering services.
 - (i) Sufficient proof of experience/ability of running canteen services.
- 3.6 Conditional bids shall not be considered and will be rejected out-rightly at the first instance.

4. FACILITY TO BE PROVIDED BY THE NIELIT TO VENDOR:-

- 4.1 Water, Electricity Charges & Other Provisions for Licensed premises:
- 4.2. The canteen space provided to the vendor is free of cost.
- 4.3 Water charges & Cleaning charges @ Rs.1000/- per month will be paid by the Vendor to NIELIT.
- 4.5. Electricity charges shall be paid by the Vendor to NIELIT by 7th date of the following month as per the actual consumption based on sub-meter provided by NIELIT and at the rate as applicable being paid by NIELIT. (Commercial rate applicable).

5.**TERMS AND CONDITIONS**

- 5.1 However in case of non-payment of electricity charges in time, the vendor shall be bound to pay a penalty towards belated payment or part thereof on pending bills @ 5% per month.
- 5.2 Non-payment of electricity charges and water & cleaning charges within time shall be deemed to be a serious breach of the contract and may lead to termination of the contract at the discretion of the Institute.
- 5.3 The vendor shall use the premises ONLY for the purpose for which it has been provided to the vendor by the NIELIT under the contract. The use of the premises for other purposes will lead to the suspension/termination of the contract.
- 5.4 The canteen shall start within 30 days of award of contract failing which the earnest money will be forfeited and next eligible bidder will be offered the contract.
- 5.5 The contract will be operative for initial period of One Year from the date of award but it can be renewed for further period subject to satisfactory performance and with mutual consents.
- 5.6 The Vendor shall keep the canteen operational from 9.00 a.m. to 6:00 p.m. on all working days including holidays (Saturday, Sunday etc.), if required.
- 5.7 The Vendor shall take precautions for keeping all eatables in covered and free from flies, insects. Utmost care shall be taken towards hygiene maintenance.
- 5.8 The NIELIT will not be responsible for any credit sales to NIELIT official/guests, losses or pilferage of any item of the canteen.
- 5.9 The canteen shall not be closed on a working day of the NIELIT without prior written permission.
- 5.10 The vendor shall sell and serve only such items as approved by NIELIT, as per the list enclosed at Annexure-I and the bidder may also sell the items like Mineral water, Juice packs/soft drinks, Namkeen/ Bhujiya, Curd, Lassi, Biscuit/Cookies, standard sweets etc, on MRP Rates.
- 5.11 The rates for different items shall be quoted as per BoQ file in procurement portal only. If any item is not specified in the enclosed list other than MRP products the rates of the same must be approved by NIELIT
- 5.12 In case the preparation for the eatables to be served in the canteen are found to be unsatisfactory or the Vendor fails to fulfill his obligations of the contract at any time during the contract, NIELIT shall have the power to terminate the contract with the prior notice of 30 days and in that case the security deposit of Rs.50,000/- (Rupees Ten Thousand Only) of the Vendor shall be forfeited at the discretion of NIELIT.
- 5.13 The rate list and menu as approved by NIELIT should be displayed conspicuously daily. The rates indicated should include the applicable taxes.
- 5.14 Materials used for cooking purpose, tea, coffee, spices, food stuffs, vegetable etc. should be of good quality. NIELIT reserves the right to inspect the materials at any time and may reject such preparations which are considered unhygienic without any compensation.
- 5.15 The Vendor will have to maintain hygiene in and around the canteen. No staff member of NIELIT will be engaged for the purpose and it shall be the responsibility of the Vendor.
- 5.16 The Vendor will be bound to pay necessary fee, taxes as applicable, according to the rates prescribed by the NIELIT or any other authority for running the canteen, directly to concerned authorities.

- 5.17 The Vendor shall be liable to execute a written agreement on a non-judicial stamp paper of `100/- (Rupees One Hundred only) duly notarized before taking over charge of the Canteen premises.
- 5.18 The Vendor should have sufficient equipments and other items normally required for running the Canteen smoothly.
- 5.19 NIELIT reserves the right not to allow the Vendor for the sale of a specific brand/ make of an item.
- 5.20 The Vendor should take all safety measure required while running Canteen including for manpower.
- 5.21 The Vendor shall keep a First Aid Box for the persons deployed to work in Canteen.
- 5.22 The Vendor must maintain verification report of all the persons employed by him.
- 5.23 The Vendor will have to employ the required staff at his own cost and bear all the statutory and other liabilities for running the canteen. The Vendor will have to pay the minimum wages as per Delhi Admn. Notifications issued from time to time, EPF and Bonus etc. as per Employees Provident Fund Act and Bonus Act amended from time to time.
- 5.24 The Vendor will have to make arrangement for cleanliness of canteen and its surroundings to the satisfaction of the NIELIT. The Vendor shall also be responsible for the safe and hygienic disposal of the canteen waste.
- 5.25 The Vendor shall arrange for items i.e. crockery, utensils, boilers, juice machine, cooking gas cylinders, cooking store etc. and items of similar nature of good quality as approved by the NIELIT, at his own cost and maintain the said items in proper and hygienic conditions for due discharge of obligations in respect of running of canteen.
- 5.26 **The Vendor shall employ only such persons as are declared medically fit as certified by the Govt. hospital in Delhi. No such employee will be under the age of 18 years. Documentary evidence will be provided by the Vendor to NIELIT in this respect.**
- 5.27 NIELIT shall not in any manner be treated as the employer of these employees engaged by the vendor and shall not be concerned with the terms of their employment or conditions of their services since the relationship of employer and employees shall always be considered to be between the Vendor and such persons as will be employed by him. While engaging his employees the Vendor will make these conditions clear to them categorically and in writing, and their acceptance of these terms shall be communicated to NIELIT also. The personnel deployed by the vendor shall never claim to become employee of NIELIT.
- 5.28 **The Vendor shall obtain license under the Vendor Labour (Abolition and Regulation) Act 1970 (hereinafter referred as the Vendor Labour Act) and all other requisite licenses at his own cost from the Appropriate Authorities and comply with the Terms and Conditions of the license (s) and all other relevant and necessary provisions of the Vendor Labour Act and the Rules framed there under all such other provisions of laws in any enactment or otherwise laid down by any authority from time to time, it being clearly understood and agreed upon that the entire responsibility for compliance thereof shall always be of the Vendor. The Vendor shall be fully responsible for any compensation etc. in case of any injury/casualty or mishap to any employees of the canteen during/after canteen working hours.**
- 5.29 Under no circumstances any of the Vendor's employees will stay in the NIELIT premises beyond canteen hours or after closing the canteen. The vendor will ensure that the canteen rooms are properly locked and secured during closed hours of the NIELIT. The access to the space allotted to the Vendor will be as per the conditions and in the mode as prescribed and regulated by the NIELIT from time to time which will be binding on him and his employees. The NIELIT reserves the right to inspect the premises allotted to the Vendor including the canteen store at any time.

- 5.30 Only cooking gas is to be used in the canteen for preparing hot drinks & cooking which is to be arranged by the Vendor including gas cylinders.
- 5.31 The Vendor will be fully responsible for the repair/ maintenance, cleanliness, breakage and damage done to the building and sanitary, electrical and any other fittings and fixtures installed in the space provided to him by the NIELIT (for the purpose of preparing lunch, tea and coffee) during the term of contract.
- 5.32 At least two sweets and three salty items (Samosa, Vada, Pakora etc.) will be prepared daily. (List of items to be provided is enclosed as Annexure-I). However this list is subject to modification by NIELIT from time to time.
- 5.33 The Vendor will take all necessary precautions against fire hazards and comply with rules and regulations as laid down by concerned local authorities and to the satisfaction of the NIELIT.
- 5.34 The size and weight including quality of the various items should be approved by the NIELIT. No new items would be introduced without approval of the NIELIT. No rate will be revised without the approval of the NIELIT. The eatables served by vendor will be wholesome.
- 5.35 The contract will be initially for One Year from the date of signing the agreement and the agreement may be renewed by the NIELIT on such Terms and Conditions as may mutually be agreed upon between the parties. The NIELIT reserves the right to repudiate the contract at any time after giving one month's notice, if the NIELIT is not satisfied with the working of the said Vendor. The decision of the NIELIT in this regard shall be final and will be binding on the Vendor. The Vendor, if he so desires, may seek termination of the contract by giving written notice of not less than one month duration during the agreement period, in this case security deposit will be forfeited.
- 5.36 The Vendor will, at all times, ensure discipline, decent and courteous behavior by his employees while they remain in premises of NIELIT. In case any of his employees indulges in any act of indiscipline, misbehavior or slogan shouting or indulges in violent act(s) or abets others in doing so and it is prima facie proved, the Vendor shall remove the employee concerned from the premises immediately on receipt of written communication from the authorities which will be duly acknowledged by the Vendor.
- 5.37 Under exceptional circumstances the NIELIT reserves the right to change any Term and Condition as and when warranted.
- 5.38 In case of any dispute arising out of the interpretation of the Terms and Conditions of the contract, the decision of the Competent Authority of NIELIT will be final and binding.
- 5.39 The Vendor will not further sub-contract the contract to any other party. In case the Vendor is found having sub-contracted the contract, the contract will be terminated without any notice and security deposit will be forfeited.
- 5.40 In case any employee of vendor suffers any injury or meets with any accident while performing duty, the liability under Workmen's Compensation Act or any other Law shall be borne fully by the Vendor and NIELIT shall not be liable for any claim for damages or compensation whatsoever. Any loss or liability towards its employees or/and any property of the vendor, due to any reason whatsoever, including Force majeure will not be the responsibility of the NIELIT. In case of disruption of services by the vendor due to any reason whatsoever, during the currency of contract, NIELIT may arrange for canteen services at the cost of vendor i.e. any such cost to NIELIT will be borne by the vendor and any pending bills/payment towards vendor shall be withheld.
- 5.41 The vendor will be required to provide canteen service in the canteen premises and also in various rooms of the Institute.
- 5.42 The vendor will be fully responsible for the repair/maintenance, cleanliness, breakage and damage done to the building and sanitary, electrical and any other fittings and fixtures installed in the space provided to him by the Institute for the contract duration. Furniture provided to the vendor will be maintained properly. Any loss/damage to the same will have to be borne by the Vendor, at his cost by providing replacement or repairing.

- 5.43 Financial bids of only those Firms who are technically qualified shall be evaluated.
- 5.44 The contract may be extended on the same terms and conditions or with some addition/deletion/ modification and on satisfactory performance, for a further period of one year with mutual consent.
- 5.45. The contracting Firm shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Company/Firm/Agency without the prior written consent of the NIELIT.
- 5.46 The rates quoted shall remain same during the rate contract period and no request for any increase in the rates shall be entertained.
- 5.47 The owner/partner of the firm should be available on his own direct telephone (office as well as residence) and also on mobile phone so that he may be contacted immediately in emergency cases.

6. EARNEST MONEY DEPOSIT (EMD):

The Technical Bid must be accompanied by scanned copy of NEFT/DD/Bankers' Cheque for Earnest Money Deposit, as stated in Annexure-II drawn on any Nationalized Bank/Scheduled bank in favor of NIELIT, New Delhi. EMD shall be valid for a period of 90 days from the closing date (original) of the tender. Quotation uploaded without EMD will be rejected.

The DD/Bankers' Cheque in physical form duly sealed in envelope superscribed with "DDs towards EMD and Tender Document cost for the tender no. <Tender No> for Tender for Canteen shall be dispatched/submitted at NIELIT Office at the address mentioned below:

Joint Director (Admn.)
 National Institute of Electronics & Information Technology,
 (NIELIT), NIELIT Bhawan
 Plot No. 3, PSP Pocket,
 Institutional Area, Sector 8
 Dwarka, New Delhi-110077.

7. PERFORMANCE SECURITY:

- a) Successful bidder shall submit a Performance Security Deposit of Rs. 50,000/- within 15 days of the award of contract.
- b) The Performance Bank Guarantee shall be in the form of Bank Guarantee by any Nationalized Bank/scheduled bank.
 The Performance Bank Guarantee shall be valid for 60 days more after the completion of all Contractual Obligations as per the tender documents.

1	Beneficiary Name & Address	National Institute of Electronics & Information Technology(NIELIT), NIELIT Bhawan, Plot # 3, PSP Pocket, Institutional Area, Sector 8, Dwarka, New Delhi 110077
2	Name of Bank	Bank of India
3	Bank Branch & Address	CGO Complex, New Delhi
4	Beneficiary Account No.	604820100000012
5	Beneficiary Account Type	Current
6	IFSC Code	BKID0006048

8. **TERMS OF PAYMENT**

8.1 The payment schedule is given below:

- a) The payment will be processed within one month after submitting the bill/invoices by the Vendor and after deduction of statutory levies at source i.e. TDS as applicable. The payment will be made only after verifying the bills by concerned officer in the matter.
- b) No claim for interest in case of delayed payment will be entertained by the NIELIT.
- c) The currency or currencies in which payments shall be made to/by the Bidder to NIELIT under this Contract shall be Indian Rupees (INR) only.
- d) No advance payment shall be made including payments of handling charges/service charges etc. under any circumstances to the bidder.
- e) All remittance charges will be borne by the NIELIT.
- f) In case the bidder fails to execute the contract, NIELIT shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
- g) Amount payable to the bidder as stated in the Contract shall remain non-negotiable and fixed during the tenure of the Contract.

8.2 **The EMD will be forfeited under the condition:**

- a) If the vendor/vendor withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of the Bid.
- b) If the vendor/vendor withdraws the bid before the expiry of the validity period of 90 days of the bid or within the time frame of extension given by NIELIT in special case communicated before the expiry of the bid.
- c) If the vendor/vendor fails to comply with any of the provisions of the terms and conditions of the bid document.
- d) If the selected bidder refuses to accept the work order or does not furnishes the Performance Bank Guarantee in the prescribed time.

8.3 **Return of EMD:**

- a) The EMD of all the unsuccessful bidders will be returned as early as possible after the expiration of the period of the bid validity but not later than 30 days of the issue of the purchase order. No interest will be paid by NIELIT on the Earnest Money Deposit.
- b) The Earnest Money of successful bidder shall be returned after the submission of Performance Security Deposit of Rs. 50,000/-.
- c) The Financial Bids of only technically qualified bidders will be opened. The financial bids will be evaluated by a duly constituted Tender Evaluation Committee.
- c) Performance Security Deposit shall be released only after the Successful bidder completes all the activities as specified under Deliverables Clause of this tender document.
- e) The proceeds of the Performance Security Deposit shall be payable to the Purchaser as compensation for any liquidated damages/ loss (including loss of opportunity, time or cost) resulting from the Supplier's failure to comply with its obligations under the Contract. No interest will be paid by NIELIT on the Performance Security Deposit.

9. PROCEDURE FOR SUBMISSION OF THE PROPOSAL:-

- 9.1 The vendor desirous of participating in the tender process shall have to upload its bid online in two parts, viz., Technical Bid as per Performa at Annexure – II and Financial Bid as per Performa at Annexure – II (in the format of BoQ file in e-procurement portal).
- 9.2 Any overwriting/cutting/fluiding should be authenticated by the signatures of the individual, who has signed the Bid. Non-adherence will lead to rejection of the Bid.
- 9.3 Technical Bid - The following documents are to be furnished by the bidder along with technical Bid as per the tender document
- 9.4 Scanned copy of the valid GST Registration No. of the bidder from Service Tax Department of the Government of India/ scanned copy of the valid registration number of the firm along with the GST/VAT allotted by the sales tax department/ as well as PAN number of the firm allotted by the income tax department and Tender Acceptance as per point number 2.11 failing which bidder's bid may be rejected.
- 9.5 Scanned copy of documents like copies of DDs/RTGS/NEFT for Earnest Money Deposit should be uploaded on the portal. The original payment instruments like Demand Draft etc. as specified in this tender document have to be sent to the following address by post/speed post/courier/by hand on or before Bid submission Closing Date &Time. Otherwise the tender will be summarily rejected without assigning any reason.

Joint Director (Admn.)

National Institute of Electronics & Information Technology,
(NIELIT), NIELIT Bhawan
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Dwarka, New Delhi-110077.

- 9.6 Financial Bid-All columns of the Performa should be correctly and clearly filled.
- 9.7 Cost for each activity shown separately in the Annexure-1 must be indicated separately. The vendors will have to quote for all items included in Annexure-1.

10. PRICE BID

- 10.1 The below mentioned Financial Proposal/Commercial bid format is provided as BOQ along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BOQ BoQStationary.xls as it is and quote their offer/rates in the permitted column and upload the same in the financial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited.
- 10.2 L1 shall be evaluated on **total amount** inclusive of taxes as mentioned in the Financial Bid Format.
- 10.3 The Bids must be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. on or before the due date. Bids submitted after the due date & time will be rejected.
- 10.4 Bidder is duty bound to observe all the Laws, Rules, Regulations, Policies, Procedures and Guidelines of the Central Vigilance Commission and Government of India as in force from time to time.
- 10.5 NIELIT reserves the right to accept or reject any bid or cancel tender proceedings without assigning any reason whatsoever.

- 10.6 The rates must be entered both in figures and words so that, in case of any discrepancy between rates mentioned in figures and words, the latter shall prevail and incomplete quotations will be summarily rejected.
- 10.7 Conditional tenders, on whatsoever ground, shall not be accepted and shall be summarily rejected.
- 10.8 Any attempt of direct or indirect negotiation on the part of the bidder with the authority who is competent to finally accept it after the submission of the tender; or any other Endeavour to secure any interest or any influence by the bidder by any means for acceptance of a particular tender will render the bidder liable to be excluded from considerations.

11. INSPECTION:

NIELIT or its representative shall have the right to inspect or to test the items to confirm their conformity to the ordered specifications. The supplier shall provide all reasonable facilities and assistance to the inspector at no charge to NIELIT. In case any inspected or tested items fail to conform to the specifications, NIELIT may reject them and supplier shall either replace the rejected goods or make all alterations necessary to meet specification required free of cost to NIELIT.

12. PENALTY

NIELIT reserves the right to impose a penalty of 1.25% of bid value per week or part thereof on the vendor for unsatisfactory performance, attributable solely to the vendor, which includes any serious lapse in maintaining the quality/ hygiene, delay in supplies of food items/ material and adulteration etc.

The maximum limit of such deductions would be 10%. If the quantum of penalty exceeds 10% of the bid value then the contract may be terminated with immediate effect and no clarification/ justification may be entertained by NIELIT. NIELIT, in such case, will be free to get this done from any other agency at the risk and cost of the vendor.

13. FORCE MAJEURE:

If any time, during the period of contract, the performance of the vendor is delayed or there is a failure on the part of the vendor to perform its obligations under the vendor by reason of the Force Mejeure, NIELIT may consider relaxing the penalty and delivery requirements, Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as natural disasters, act of God, civil commotion, sabotage, fire, floods, strikes, lockouts, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies etc.

During the period of contract, if there is a claim, damages, suit initiated against the NEILIT by any individual, agency or government authority due to acts of the vendor, the vendor shall be liable to compensate such claims or damages to the NIELIT. As a result of the acts of the vendor, if the NIELIT is required to pay any damages to any individual, agency or government authority, the vendor would be required to reimburse such amount to the NIELIT or NEILIT reserves the right to recover such amount from the payment(s) due to the Vendor while settling his/her bills or from the amount of Security Deposit of the vendor lying with the NIELIT.

The vendor shall at all times keep indemnified NIELIT and its staff for and against all third party claims whatsoever (including property loss and damage, personal accident, injury or death of any person) and/or the owner and the vendor shall at his/her own cost and initiative at all times, maintain all liabilities under various statues including Workman's Compensation Act, Employees State Insurance Act, PF Act, etc. in force from time to time.

14. DISPUTES AND ARBITRATION:

In the event of any dispute arising out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the dispute shall be settled by mutual discussions failing which the matter shall be referred (as per the Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof) to the sole arbitrator to be appointed by the Director General, NIELIT, The award of the arbitrator shall be final and binding on both the parties. The Delhi courts shall have jurisdiction for any disputes and the venue for arbitration shall be Delhi. Fee payable to the Arbitrator has to be shared equally by the parties. Any dispute arising out of this document will be subject to jurisdiction of Delhi Court.

15. BID EVALUATION CRITERIA:

- 15.1 In the first instance the Technical Bids shall be opened by the authorized representatives of NIELIT in the presence of representatives of bidders, if available.
- 15.2 The date and time for opening of the Technical Bids is given on the first page of this document.
- 15.3 The Bidders may depute their representatives for the Technical Bid opening event.
- 15.4 The Technical Bids will then be evaluated by NIELIT internally.
- 15.5 Once the Technical Bids are accepted, the Financial Bids of the vendors (whose Technical Bids have been accepted) shall be opened, the date for which shall be communicated to the vendors through e-mail/phone.
- 15.6 If any vendor so desires, it may depute its representative for Financial Bid opening event also.
- 15.7 The L1 bidders will be arrived at by calculating the total cost as quoted in the financial bid (BoQ.xls) in e-procure portal. The L1 Bidder will be awarded the contract for the canteen.
- 15.8 The decision of the Director General, NIELIT shall be final and binding.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

1. Vendors/Bidders are advised to study the tender Document carefully before submitting the tender form. It will be presumed that the Vendor/bidder has considered and accepted all the terms and conditions of this tender.
2. No enquiry, what so ever verbal or written shall be entertained in respect of acceptance/rejection of the tender. BIDS MUST BE UNCONDITIONAL.
3. The Vendor should take care that no column in the e-tender should be left blanks which would be otherwise made the tender liable for rejection. In case any column has to be left blank, it should be filled as “NOT APPLICABLE”.
4. Online Bids should be prepared in accordance with all the prescribed format as specified in the tender Document, and to be submitted on e-procurement portal.
5. The tender form is non-transferable.

REGISTRATION

6. Bidders are required to Enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll” on the CPP Portal is free of charge.
7. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
8. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
9. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
10. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
11. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

12. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
13. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / eT mail in case there is any corrigendum issued to the tender document.
14. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

15. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
16. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
17. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
18. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

19. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
20. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
21. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

22. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
23. Bidders are requested to note that they should necessarily submit their bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
24. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
25. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
26. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
27. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
28. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

29. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
30. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.

**National Institute of Electronics and Information Technology (NIELIT)
NIELIT Bhawan, Plot No 3, PSP Pocket, Institutional area, Sector- 8,
Dwarka, New Delhi- 110077**

Performa for Financial Bid

Tender Inviting Authority: Sh. Ashok Verma, Joint Director(Admin.)							
Name of Work: NOTICE INVITING TENDER DOCUMENT FOR RUNNING CANTEEN SERVICES AT NIELIT BHAWAN, DWARKA							
Contract No: 1(102)2017-NIELIT							
Name of the Bidder/ Bidding Firm / Company :							
<p><u>PRICE SCHEDULE</u> (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</p>							
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item with Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P (Inclusive of all Taxes)	TOTAL AMOUNT Rs. P (Inclusive of all Taxes)	TOTAL AMOUNT Rs. P (Inclusive of all Taxes)	TOTAL AMOUNT In Words
1	2	4	5	7	8	9	10
1.01	Tea 75 ml (One tea bag, milk and two sugar cubes)	1	Cup				

1.02	Hot Coffee 75 ml (milk and two sugar cubes)	1	Cup
1.03	High Tea Juice (200 ml), Tea/Coffee, Two pieces of Biscuits(Sweet/salt), one sweedish, one piece of Samosa/sandwich/ Paneer pakoda), (Ketch-up of approved standard /make & green chutney)	1	Nos
1.04	Meeting Tea Tea/Coffee, Two pieces of Biscuit, Two pieces of Biscuit (Sweet/Saly), One Sweet One piece of Samosa/Sandwich/Paneer Pakoda (Ketch-up of approved standard /make & green chutney)	1	Nos
1.05	Office Tea Tea/Coffee Two pieces of Biscuit (Sweet/Salty),	1	Nos
1.06	Bread Pakora 75 gms (Ketch-up of approved standard /make & green chutney)	1	Nos
1.07	Chole Bhature 02 No. of Bhature Chole (150 gms.) (standard size)	1	Nos
1.08	Chowmein (Veg) - 150 Gms	1	Full Plate
1.09	Chowmein (Egg) - 150 Gms	1	Full Plate

Financial Bid is to be uploaded by the bidder on e-Procure Portal in the form of BoQ.xls File only.

1.1	Chowmein (Veg) - 75 Gms	1	Half Plate
1.11	Chowmein (Egg) - 75 Gms	1	Half Plate
1.12	Masala Dosa with Sambar & Chutney Masala Dosa-150 gms Sambar -150 gms Cocunut Chutney	1	Nos
1.13	Plain Dosa with Sambar & Chutney Masala Dosa-75 gms Sambar -100 gms Cocunut Chutney	1	Nos
1.14	Idli/vada with Sambar and Chutney Idli - 2 piece 80 gms (each) Sambar 100 gms Cocunut Chutney	1	Plate
1.15	Uttipam with Sambar and Cocunut Chutney Uttipam - 150 gms Sambar - 150 gms Coconut Chutney	1	Pc.
1.16	Rice with Rajma/Kadhi/Chole Rice- 250 gms Rajma/ Kadi/Chole-200 gms	1	Plate
1.17	Standard Lunch (Thali) Dal Makhani/Yellow Dal (75 gm), Shahi Paneer(50 gm), Mix Vegetable(75 gm), Veg. Pulao (100 gms) Raita, 2 Paranthas	1	Thali
1.18	Packed Lunch for official meetings (in a disposable slotted plate) Dal Makhani(75 gm), Shahi Paneer(50 gm), Mix Vegetable(75 gm), Veg. Pulao (100 gms) Raita, 2 Paranthas, 2 pc. Papad + pickle, Gulab Jamun (50 gm)	1	Thali

Financial Bid is to be uploaded by the bidder on e-Procure Portal in the form of BoQ.xls File only.

	OR South Indian lunch with rice, idly, wada, uttpam, sambhar, chutney, rusum , sweet and upma etc			Financial Bid is to be uploaded by the bidder on e-Procure Portal in the form of BoQ.xls File only.
1.19	Roti (Tandoori/Chapati) - 50 Gms	1	Nos	
1.2	Sabzi (seasonal) - 150 Gms	1	Nos	
1.21	Dal - 100 Gms	1	Bowl	
1.22	Egg Omlette with sauce/Ketch-up of approved standard/make - 2 Eggs with 2 slices	1	Nos	
1.23	Veg. Sandwich with sauce/ketch-up of approved standard/make - 125 Gms	1	Nos	
1.24	Patty (Paneer) with Sauce/chutney - 75 Gms	1	Nos	
1.25	Samosa with Sauce/chutney - 75 Gms	1	Nos	
Total in Figures (Calculated Automatically based on the rates quoted by the bidders in the BoQ File)				
Quoted Rate in Words (Calculated Automatically based on the rates quoted by the bidders in the BoQ File)				

Yours sincerely,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -.....

Date:
Place:

PROFORMA FOR TECHNICAL BID

PROFORMA FOR THE TECHNICAL BID (To be typed on the letterhead of the bidder and duly signed by the Authorized Signatory with common Seal/rubber stamp of the firm/organization)

Company Name.....

Address.....

Phone No.....

Fax No.....

Email ID.....

Sl. No.	Particulars	Number Ref./by word	Documentary proof enclosed (page no.)
1.	Firm/Company/Sole proprietor Registration Number with full address		
2.	GST Registration Number in the firm name or Sole Proprietor name		
3.	PAN Number in the Firm name or sole Proprietor name		
4.	Income Tax Return for the latest two years (with proper acknowledge of IT authorities)		
5.	Copy of the Minimum Wages Rate issued by labour commissioner		
6.	An undertaking on the letter head duly signed & stamped to confirm the acceptability of all Term & Condition of Tender Document		
7.	EMD Details: Bank information: Bank Name and Address, Bank Account Number. RTGS/NEFT/DD etc.		
8.			
9.	Self-Declaration for Non Blacklisting.		
10.	Contact no./Mobile Number/E-mail Id		
11.	Additional information , if any (Attach separate sheet, if required)		

I have read and understood all the terms and conditions and scope of work of the Tender and I will abide by them.

Signature of the Authorized Signatory.....

Name of the Authorized Signatory.....

Designation of the Authorized Signatory.....

Phone/Mobile Number of the Authorized Signatory.....

Date.....OFFICE SEAL.....

Annexure-III

Covering Letter: (On Official Letter Head of the Bidder)

We confirm having read, understood and accepted all the terms and conditions of this Tender as enumerated in the tender document. It is also submitted that we have the necessary infrastructure, expertise to handle this project and shall not outsource this project to any third party.

Signature:

Designation:

Email:

Contact No. :

Name of the Agency:

Seal:

Place:

Date:ss

Undertaking:

I hereby certify that all the information furnished by me is true to my knowledge.

I also certify that I have understood all the terms and conditions indicated in the Tender document and hereby accept the same completely.

Signature of the authorized signatory of the agency

Official seal/ stamp

Date:

Place:

SELF – DECLARATION - NON BLACKLISTING
(Scanned copy to be uploaded in e-procure portal)

To,

Registrar
National NIELIT of Electronics and Information Technology
NIELIT Bhawan, Plot No. 3, PSP Pocket,
Institutional Area, Sector 8, Dwarka,
New Delhi-110077

In response to this Bid, I/We hereby declare that presently our Company/firm M/s _____ is having unblemished record and is not declared ineligible for corrupt and/or fraudulent practices either indefinitely or for a particular period of time by any State/Central Government/PSU/Autonomous Body.

We further declare that presently our Company/firm M/s _____ is not blacklisted and not declared ineligible for reasons including corrupt & fraudulent practices by any State/Central Government/PSU/Autonomous Body on the date of Bid submission and no Criminal case is pending against the firm/employees.

If this declaration is found to be incorrect at any stage then without prejudice to any other action that may be taken, my/our EMD deposit may be forfeited in full and the award of work contract if any to the extent may be cancelled.

Thanking you,

Place: _____

Date: _____



Signature: _____

Name: _____

Designation: _____

