

TENDER DOCUMENT

FOR

CATERING CONTRACT

CHOUDHARY CHARAN SINGH

NATIONAL INSTITUTE OF AGRICULTURAL MARKETING

KOTA ROAD, BAMBALA

NEAR SANGANER JAIPUR – 302033

PHONE No. 0141 – 2795111, 2795104

COST : Rs. 300/-

Tender for running the Dinning Facility at NIAM Jaipur

Part 1

- 1) Full Name of the Firm / :
Company
.....
.....

- 2) Constitution with details of :
Proprietor / Partners/ Directors
.....

- 3) Completed Address :
.....
.....

- 4) Telephone, Mobile, Fax, e-Mail
etc.
.....
.....
.....

- 5) Name(s), address & telephone(s) :
Number(s) of Proprietor/
Managing Partner/ Managing
Director
.....

- 6) Name(s) address & Telephone :
No. of co contact person(s)
.....

Signature of Contractor / Authorized Person with stamp

- 7) Income Tax PAN / TAN (with date) :
- 8) EMD (Earnest Money Deposit) : DD No.....dated/...../2010
 details
 For Rs. 30,000/-
 In favor of National Institute of
 Agricultural Marketing payable at Jaipur
 Drawn by (Bank's name)
- 9) Experience with duly authenticated certificate :
- 10) Please attach copies of :
 EPF No.
 ESI No.
 Service Tax No.
 Income tax cleaning certificate
 /any other certificate
- 11) Main clients at present (Name, Address & Telephone No.) :
 (Please enclosed separate sheet)
- 12) Details of Bank turnover for the last Three (3) financial year : 2007 – 08 Rs.
 (with documentary proof) 2008 – 09Rs.
 2009 – 10 Rs.
- 14) Details of solvency Certificate :

Verification : I verify that all the details furnished above are true and correct to the best of my knowledge and belief. I understand that in case of furnishing of any false information or suppression of any material information, the bid shall be liable for rejection besides initiation of penal proceedings by the NIAM Jaipur. If it deems fit.

Signature of Contractor / Authorized Person with stamp

Annexure – I

	Breakfast	Lunch	Dinner	Evening Snacks
Monday	Masala Dosa	Arhar Dal Kinnow/ Seasonal Fruit	Malaikopta, Rasam, Mutton, Kheer	Juice, Veg. Cutlet
Tuesday	Idli / Sambhar	Chana Dal Papaya	Lemon Rice, Dal Fry, Halwa, Dum Alu, Egg. Curry	Milk Shake, Noodles
Wednesday	Uttipam	Rajma, Fried Rice, Grapes/ Seasonal Fruits	Jeera – Rice, Custard, Chicken Masala	Veg. Soup, Bread rolls
Thursday	Chana Batura	Chole Kinnow / Seasonal Fruit	Matar paneer, Veg. Khorma, Fish, Gulab Jamun	Fruit Juice, Veg. Burger
Friday	Gobi/Muli/Aalu Parathe	Kadhi Pakora, Banana	Shahi – Paneer, Dal Fry, Butter Chicken, Rajbhog	Tamato soup, Maggi
Saturday	Cheese – Veg Pizza	Gat...Mix Fruit	Chilly Chicken, Dahi Bade, Kadahi Paneer, Souffle, Russian Salad	Flavoured Milk, Pyaj Pakora
Sunday	Pau Bhaji	Chicken Biryani, Fried Rice, Veg Manchurian, Dal – Fry, Ice- Cream	Veg. – Pulao, Dal Makhani, Malai Kofta, Raita, Ras Goulla	Fruit juice, Pastries

Note:

1. Sliced bread, Butter, jam, milk, tea, boil eggs, cornflakes will be daily in breakfast in addition to the above mentioned.
2. Rice, Chapatti, Two vegetables, Salad, Papad, Pickles, Curd will be daily in the lunch and dinner.
3. Tea is to be served at class intervals twice a day in addition to the above mentioned with Biscuit and Bhujija
4. Tea/Milk at 10:30 PM and Morning tea at 7:00 am in Lounge.

Signature of Contractor / Authorized Person with stamp

Bidders Terms & Conditions

Bidders Eligibility Criteria

1.1 Contractors having at least 3 years satisfactory experience of providing catering services in a reputed institution(s) with hostel facility where regular daily catering services are being rendered with an annual turnover of 15,00,000/- (Fifteen Lacs) in each of the last three years.

1.2 The Bidders must be registered with EPF Department, ESI Department and must have PAN. The bidder should have a license also under Contract Labour (Regulation & Abolition) Act – 1970, if applicable.

1.3 The Bidders must have an authenticated documentary evidence certifying an annual turnover of at least of 15,00,000/- (Fifteen Lacs) for each of the last two Financial years. The Bidders may Visit the Centre to take an idea of the job to be undertaken.

1.4 Bankers solvency certificate for Rs. 5 Lacs from a bank of repute.

1.5 The Bidders must have an authenticated documentary (Challan) of EPF Department, ESI Department for each of the last Month.

1.6 LANGUAGE OF BID: ENGLISH / HINDI

Instructions to Bidders

2.1 Definitions

In the documents unless mentioned or expressed clearly, the terms “Bidder” or Contractor NIAM, Jaipur / Institute would have meaning as given below:

- a. Bidder or Contractor: the company firm participating and quoting for the tender.
- b. NIAM, Jaipur / Institute: Choudhary Charan Singh National Institute of Agricultural Marketing, Jaipur

2.2 Schedule of Tender

S. No.	Items	Expected Date / Remarks
01.	Tender Reference No.	
02.	Date of Tender Notice	
03.	Last date for issuance of tender form	06.09.2010
04.	Last date of submission of tenders (Technical Bid & Commercial Bid)	6.9.2010 up to 2:30 PM
05.	Time and Date of Opening of Technical Bid	6.9.2010 - 3:00 PM
06.	Place of opening of Tender	Choudhary Charan Singh National Institute of Agricultural Marketing, Jaipur
07.	Address of communication, sale and submission of tender	Choudhary Charan Singh National Institute of Agricultural Marketing, Jaipur

2.3 Earnest Money Deposit (EMD)

- a. Each tender must be accompanied by A/c payee demand draft/ pay order of Rs. 30000/- (Rupees Thirty Thousand Only) from a reputed Bank (other than Cooperative Bank) drawn in favour of Director General , National Institute of Agricultural Marketing payable at Jaipur and put in the Technical Tender document as earnest money. The tenderer's name etc. should not appear on the Bank draft. This amount will be refund in due course to the unsuccessful tenders. Tenders not accompanied by earnest money shall be summarily rejected. No interest shall be payable on the earnest money

Format and Signing of Bid

A forwarding letter all the documents enclosed with Tender, signed by an authorize signatory of the bidder is required. All the pages of all the documents should be dully stamped and signed by the tendered.

2.4 **Acceptance or rejection of Bid**

The NIAM Jaipur reserves the right to accept any bid, or reject all or any bid at its sole discretion without assigning any reason whatsoever.

2.5 **Signing of Contract**

The successful bidder shall be required to enter into a contract with the NIAM, Jaipur within Seven (7) days of the award of the tender or within such extended period as may be specified by the NIAM , Jaipur. The bidder needs to intimate the bank about acceptance of all the terms and conditions in the work order by letter duly signed by proprietor / authorized signatory

2.6 **Resolution of Disputes**

All disputes or differences whatsoever arising between the parties out of or in relation to the catering contract, meaning and operation or effect of these Tender Documents or breach there of shall be settled amicably. If however, the parties are not able to solve them amicably, the same shall be settled by Arbitration as per Arbitration and Conciliation Act 1996. For enforcement of awards or any other litigation, court/ Tribunal at Jaipur will have jurisdiction.

2.7 Notices

Any notice given by one party to the other pursuant to this contract shall be sent in writing to the concerned Party at the address as mentioned in the contract. Tenders are not transferable.

SERVICE TAX

Quoted prices should be inclusive of all taxes and duties, except Service Tax. Please note that the responsibility of payment of Service Tax lies with the Service Provider only. The Bidder shall also furnish copy of "Service Tax Registration Certificate" along with the Bid, wherever Service Tax is applicable. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered, and shall contain the following:

- (a) Name, Address & Registration No. of such Person/Contractor
- (b) Name & Address of the Person/Contractor receiving Taxable Service
- (c) Description, Classification and Value of Taxable Service provided
- (d) Service Tax Amount

Payments to Service Provider for claiming Service Tax amount will be made provided above formalities are fulfilled.

Service tax, if applicable, the percentage should be indicated in the Schedule of Rates, after considering rebate, if any. The above details are required to enable NIAM to avail cenvat credit for the

COMPLIANCE OF VARIOUS LABOUR & INDUSTRIAL LAWS :

- a. The contractor's firm / concern should be an independent establishment having its own registration for Provident Fund Account Numbers with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Funds & Misc. Provisions Act 1952. It shall be obligatory on the part of the contractor to submit along with their monthly bills a copy of challan in proof of the payment of PF contribution (Employer and Employees) alongwith the detailed status submitted to RPFC showing the name of contractor's employees and the amount remitted in the respect of such employees. All incidental expenses such as Administrative charges etc. shall be the contractor's liability.
- b. It shall be the sole liability of the contractor (including the Contracting firm/company) to obtain and to abide by all necessary certificates/licenses/permissions from the concerned authorities as provided under the various labour legislation's including the Labour License obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970. No work shall be allowed to start without a proper Labour License, if applicable. License should be obtained for maximum number of labours to be deployed on any one day. The agency shall not pay to the persons engaged by him less than the minimum wages as approved under Minimum Wages Act 1948. The entire responsibility of payment as per Minimum Wages Act shall be of the contractor.
- c. The contractor shall discharge obligations as provided under various applicable statutory enactment's including the Employees Provident Fund & Miscellaneous Provision Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970, the Inter-state Migrant workmen (Regulation of employment & conditions of Service) Act, 1979, the Minimum Wages Act, 1948, the payment of Wages Act, 1936, the Workmen's Compensation Act, 1923, and other relevant Acts, Rules and Regulations enforced from time to time. The contractor shall be liable for all payments etc. arising out of enforcement of the said legislature. Further, the contractor should maintain records etc. as required under the Legislature and produce the same for inspection whenever asked for.
- d. The contractor shall be responsible for providing leave with wages/compensatory holidays as per the relevant Act applicable.
- e. The contractor shall ensure payment of Bonus to its employees under payment of Bonus Act 1965, which shall in no case will be less than the minimum Bonus prescribed under the Act from time to time.
- f. The contractor shall be responsible for required contributions towards P.F., Pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to NIAM and shall deposit these amounts on or before the prescribed dates.

Terms & Conditions and Requirements for Running Dining Facilities for the Student & Training of NIAM, Jaipur.

Sr. No.	Dining Facility	No. of Student	Available Facilities
1	Students	120 Students, 10-20 Trainees during Training Programmers	Equipped with Kitchen and a Dinning Hall of seating capacity around 120. The cooking vessels, equipments and crockery etc. are available It also has a deep freezer refrigeration continuous water system with R.O. Gas Cylinders etc.

1.	Plates, Cups, Tumblers and Spoons etc. for serving food will be provided Transporting cooked food, (if Necessary) to the VIP Guest House and other Places in the Campus is the responsibility of the Contractor
2.	Breakfast, Lunch Evening Snacks, Tea/Coffee , Dinner and milk need to be served as per the basic menu agreed with the Institute.
3.	Tentative Mess Timings Break Fast : 8:30 AM to 9:30 AM Lunch : 1:30 PM to 2:30 PM Evening Tea : 6:00 PM to 7:00 PM Dinner : 8:30 PM to 10:00 PM Milk : 10:30 PM
4.	Portion size of the basic menu – Unlimited
5.	Water will be Provided by NIAM, Jaipur for both cooking and drinking at no extra charges. However, usage shall be judicious and any wastage will attract extra charges.
6.	Procurement of best quality provisions, Fruits, Vegetables, Milk, etc. preferably Agmark
7.	The Institute shall provide electricity to the Caterer for the exclusive purpose of running the dining facilities.
8.	The Institute shall use only branded raw materials and best quality for preparing the food. Brands of products will be decided by the Institute . A Quality control Supervisor will check all materials brought to the mess as well as Cooking practices. In the event of the quality of the food served being poor or not – adhering to contractual conditions the Institute will be free to impose monetary fine as deemed fit on the caterer. Such fines imposed will be adjusted against the payment due to the caterer.
9.	The Caterer should be solely responsible for the arrangements of gas refills and their safety and supply of Gas/Fuel from his own resources.
10.	The Caterer shall provide catering services as given in the menu annexure . The cost included fuel cost, procurement of rice & provisions and vegetables of good quality and other items. Further, the cost of these raw materials shall be inclusive of loading and unloading, transportation, storage at dining hall premises, statutory taxes including service tax, duties and all other levies (existing and which may be impossible from time to time) for which no additional cost is payable or reimbursable by the Institute.
11.	Cleaning Plates/ washing and keeping the mess premises neat, clean and hygienic are the responsibilities of the Caterer.
12.	Responsibility, Quality and hygiene are factors based on which the caterers will be

	selected.
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27.	The employees of the Caterer should wear uniform along with a name tag.
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13.	The Kitchens are to be well maintained – Hygiene, Cleanliness and presentation of not only the venue but also the staff should be given the top most priority.
14.	All inclusive daily rate (inclusive of fuel, cost of procurement of rice, wheat and all other provision, vegetables, fruits, unloading and loading, transportation, storage labour, all statutory taxes including service tax, duties and levies etc., per student should be quoted in the tender. The institute will not pay any other charges for the catering services provided.
15.	The caterer shall not serve food cooked in the dining facility in any other place inside or outside the campus other than in the designated dining area. He shall also not serve food cooked outside in the dining facility. But on some occasion Caterer may serve as per direction of competent authority
16.	The rates stipulated in the contract will hold good for the agreements period, which shall be one year, extendable by another year on same terms and conditions. Further extensions shall be considered based on the review. Either party may terminate the contract by giving one month notice.
17.	When circumstances warrants the Caterer should cater for large number of students/ staff members at very short notice. Similarly, fluctuations in strength during vacation period shall have to be accommodated.
18.	Authenticated certificates, testimonials and proof of experience may be produced along with the tender.
19.	The Caterer shall not assign, sublet or part with the possession of the leased premises and properties of the Institute there in or any part there of under any circumstances.
20.	The Caterer shall not make or permit any construction or structural alteration of additional fitting inside the premises of the work place without prior written approval of the authorities.
21.	The Caterer shall vacate the leased premises with all fixtures, furniture etc., which are Institute Properties in good and tenable conditions at the termination of the license.
22.	The NIAM will not provide any advance payment and the bill for catering service will be settled.
23.	Safety of food served in the dining hall is the sole responsibility of the contractor.
24.	The Contractor shall maintain electrical furniture, utensils and other equipment at his own cost.
25.	The caterer will submit two or three brands for each item and the NIAM will select the brands for cooking.
26.	Staff strength in each category of cooks, helpers should be optimum and finalized in consultation with NIAM. Minimum 17 numbers of personnel in total

28.	The Caterer shall be responsible for the proper conduct of the behavior of the employees engaged. The employees cannot reside in the place of work except to the extent necessary for their duty in respect of the functioning of the dining facility.
29.	Smoking and Consumption/ Distribution of Alcohol is strictly prohibited.
30.	Employment of child labour (Below the age of 18) is totally prohibited. It is the responsibility of the Caterer to comply with all formalities of labour Laws including obtaining necessary labour license.
31.	The Caterer should ensure from time to time that all the employees are free of communicable diseases. Medical certificate to effect should be available for inspection by the authorities.
32.	All expenses related to the functioning of the employees engaged by the Caterer shall be in the scope of the authorities.
33.	The Caterer is solely responsible for the payment of minimum wages for their employees as per of the Government of INDIA norms and towards P.F. and E.S.I. the record of duty hours and pay structure should be maintained as per rules for inspection by authorized government personnel and NIAM and meeting other statutory and non – statutory benefits / obligations.
34.	The selected Caterer shall deposit an EMD of Rs. 30,000/-
35.	Turnover during the last 3 years along with balance sheets need to be submitted.
36.	The decision of the NIAM is final in awarding the contracts .
37.	The NIAM reserves the right to review and modify the terms and conditions periodically.
38.	Caterer shall undertaken the responsibility of complying with all statutory licenses including labour licenses under contract labour ACT.
39.	The labour engaged by the Caterer shall be employees of Caterer only.
40.	Any other relevant matter will be included at a late date.
41.	The NIAM Jaipur reserves the right to accept any bid, or reject all or any bid at its sole discretion without assigning any reason whatsoever.
42.	The successful bidder shall be required to enter into a contract with the NIAM, Jaipur within Seven (7) days of the award of the tender or within such extended period as may be specified by the NIAM , Jaipur. The bidder needs to intimate the bank about acceptance of all the terms and conditions in the work order by letter duly signed by proprietor / authorized signatory
43.	Tenders are not transferable.
44.	NIAM shall make all Endeavour to make payments of undisputed amount of the bills submitted within Seven [7] days from the date of certification by the Mess In – Charge. In general payment of final bill shall be made to Contractor within Seven days [7] of the submission of bill on joint measurements, after completion of all the obligations under the Contract.
45.	The contractor shall remove garbage from kitchen and dining hall etc. daily at his own cost and dump / dispose off at proper place.
46.	Any stale and / or rejected raw material shall be removed from NIAM's premises immediately by the Contractor.
47.	The contractor shall maintain standard quality in the catering service. Authorized official of the NIAM's may test the taste the food to keep a check on the quality of food being prepared and supplied. No charges will be paid to the Contractor in this regard.

48.	In the event of insufficient / bad quality/ non – serving of any eatables agreed upon to be served, the NIAM’s will be within its rights to make suitable deductions from the Contractor’s bill, which will be binding on the Contractor.
49.	The Authorized officer (Mess In – Charge), of the NIAM’s shall have unrestricted entry into the premises at any time to inspect the up keep of kitchen, dining place, pentry etc.
50.	All the Rules & Regulations regarding hygiene, health etc. issued by the State Municipal Corporation, any other authorities shall be strictly adhered to by the Contractor. The contractor also indemnifies the Institute against any loss or damage on this score.

COMMERCIAL BID

1. Cost Per Person Per Day as Per Annexure – I (Rs.)

In words.....

2. Special Meal Menu as given below

1.) Veg. (Rs.) 2) Non Veg. (Rs.)

In words Veg.

In words Non Veg.....

Vegetarian Menu :

Soup (Plain /clear Sweet corn/ or sorbha etc.),

Salad: Plain, Continental, mix, sprouts/ French salad with dressings etc.,

Breads: Plain chapathi, Paratha, Poori/Tandoori/Naan/Missi etc.

Vegetable: Main Dish – Kofta Curry/Stuffed tomatoes/capsicum or cauliflower, Kabuli chana/gatta curry etc.

Dry Vegetables: Seasonal Vegetables/Mix- vegetables or green leafy vegetables

Dals: Dal Makhani/chana Dal/mix dal/panch mal

Rice: Plain rice, Jeera rice, Muttar pulao/mix vegetable/Biryani

Curd: Plain curd/Raitas (Pineapple/bundi/mixed)

Accomplishment : Papad/Pickle

Deserts : Icecream/ Indian sweets like gulab jamun, rasagulla, bengali sweet etc./ Custard - puddings

Non Vegetarian Menu

All items as above will be the same except main vegetable dish

&

Curries: Chicken/Egg/Fish curry/Mutton or Keema or white meat

Note: Except the basic food other main vegetable dish or non vegetable dish shall be served only one type at a time.

3. High – Tea.

(Tea/ Coffee, Wafers/ Cookies, Cashew nut/ Sweets)

(Rs.)

In words.....

Signature of Contractor / Authorized Person with stamp