No.Gen(307)PRO/08/NCRB
Government of India
Ministry of Home Affairs
National Crime Records Bureau

East Block-7, R.K. Puram,
New Delhi-110066

Dated: 12.11.2012

To

As per list attached

TENDER NOTICE

Tender for Running Office Canteen at NCRB Premises

Director General, National Crime Records Bureau invites tender for serving meal / snacks etc. to its officers and staff at its premises at East Block-7, R.K. Puram, New Delhi-110066. The period of contract will initially for a period of 1 year which may be extended up 2-3 years, one year at a time if the services are found satisfactory.

Application for tender documents shall require to be accompanied by copies of:

1 Work Orders / Certificate of work experience.
2. Income Tax Return (Saral) for the last three years.
3. PAN Card of individual or company.
4. Service Tax Registration Certificate and VAT certificate.

Each tenderer will be issued with one copy of

Volume 1 Comparing Terms & Conditions of Contract, Scope of contract and specific conditions for catering (Schedule-A), Form of Tender, Form of Agreement.

Volume-II comprising PRICE BID and details of Foods/Tea/Coffee/Biscuits/Snacks etc. along with quantities to be served (Schedule-).

The earnest money deposit amounting to Rs. 25,000/- (Rupees twenty five thousand only) must accompany with each tender in the form of Fix deposit / Terms deposit drawn in favour of "Accounts Officer, Pay and Account Office (DCPW)" Account No. 10591526499. Tender not accompanied by the Earnest Money deposit shall be rejected. The EMD shall be refunded on the successful completion of the contract.

Sealed tenders in the prescribed tender form (Vol. I & II) shall require to be submitted till 4.00 p.m. on 30.11.2012 in two separate sealed covers addressed to the Asstt. Director (A&G), NCRB east Block-7, R.K. Puram, New Delhi-110066 super scribing "Tender for Canteen Contract" on the envelope.

The Contents of the envelope should be as follows:

Envelope No. 1: containing Volume-I of tender documents and EMD
Envelope No.2: containing Volume-II i.e. price bid complete in all respects

Envelope No. 1: It will be opened at 2.45 p.m. on 03.12.20012 in the presence of venders or their authorized representatives who may be present at the time of opening of tender.

The tenderer may refrain from submitting conditional tenders. In case any tenderer put any condition, he should be available himself or his authorized representative at the time of opening of the envelop 1 of the tender. After assessing the condition(s), the Bureau shall notify to the tenderer / their authorized representative at the time of opening of Envelop 1, its decision on the condition(s).

The original price bid in Envelope 2 alongwith the revised price bid, if any shall be opened on the same day at 3.30 p.m. Envelop no. 2 of only those tenderers complying with the above conditions shall be opened. The envelope No. 2 of the tenderers who do not agree to comply with the above requirement will be returned unopened in due course.

(N.K. SINGH)
Assistant Director(A&G)

Copy to :

JAD(DCT) for uploading on NCRB website

Note: All detailed terms & conditions can be obtained from the office of AD(A&G) during working days between 2 P.M. to 5 P.M. and also available on NCRB website **http://ncrb.nic.in**

N.C.R.B.

TENDER DOCUMENT

TENDER FOR RUNNING OFFICE CANTEEN

National Crime Records Bureau invites open sealed tender for running its existing canteen to serve meal/lunch//tea/biscuits/snacks etc. for officers and staff at Bureau's premises.

Interested parties may submit their offers in the prescribed format which may be downloaded from the Bureau's website :http://ncrb.nic.in or may be collected from the office of the Assistant Director (Admin.), National Crime Records Bureau, East Block-7, R. K. Puram, New Delhi-66 by 4 P.M. on or before <**date 1**> 2012.

VOLUME – I

Comprising Terms & Conditions of Contract, Scope of Contract and Specific conditions for catering (schedule –A) form of Tender, Form of Agreement

NOTICE INVITING TENDER
TENDER FOR RUNNING OFFICE CANTEEN AT NCRB PREMISES

N.C.R.B. invites tender for serving meal/tea/snacks etc to its officers and staff at its premises at East Block-7, R. K. Puram, New Delhi-110066. The period of contract will be initially for a period of 1 year which may be extended upto 2-3 years, one year at a time if the services are found satisfactory.

Application for tender documents shall require to be accompanied by copies of:

1. Work Orders/Certificate of work experience
2. Income Tax Return (Saral) for the last three years
3. PAN Card of individual or company
4. Service Tax Registration Certificate and VAT Certificate

Each tenderer will be issued with one copy of

Volume-I comprising Terms & Conditions of Contract, Scope of Contract and specific conditions for catering (schedule-A),Form of Tender, Form of Agreement,

Volume - II comprising PRICE BID and details of Foods/Tea/Coffee/Biscuits/Snacks etc. along with quantities to be served (schedule-B)

The Earnest Money Deposit amounting to Rs. 25,000/- (Rupees twenty five thousand only) must accompany with each tender in the form of Fixed Deposit / Term Deposit drawn in favour *of* "Accounts Officer, Pay and Account Officer (DCPW)" Account no. 10591526499. Tender not accompanied by the Earnest Money Deposit shall be rejected. The EMD shall be refunded on the successful completion of the Contract.

Open sealed tenders in the prescribed tender form (Vol. I & II) shall require to be submitted till 4.00 p.m. on <date 1> 2012 in two separate sealed covers addressed to the Assistant Director (Admin.), NCRB, East Block-7, R.K. Puram, New Delhi-110066 super scribing "Tender for Canteen Contract" on the envelope.
The contents of the envelope should be as follows:

Envelope No. 1: Containing Volume-I of the tender documents and EMD.
Envelope No. 2: Containing Volume-II i.e. price bid complete in all respects

Envelope No. 1: It will be opened at 2.45 p.m. on <date 2>, 2012 in the presence of Tenderers or their authorized representatives who may be present at the time of opening of tender.

The tenderer may refrain from submitting conditional tenders. In case any tenderer put any condition, he should be available himself or his authorized representative at the time of opening of the envelope 1 of the tender. After assessing the condition (s), the Employer shall notify to the tenderer / their authorized representative at the time of opening of Envelope 1, its decision on the condition (s).

The original price bid in Envelope 2 along with the revised price bids, if any shall be opened on the same day at 3.30 pm. Envelope no.2 of only those tenderers complying with the

above conditions shall be opened. The envelope No. 2 of the Tenderers who do not agree to comply with the above requirement will be returned unopened in due course.

Director General's decision shall be final and binding on the contractors.

(N. K. Singh)
Assistant Director (Admin.)
Date: ^ DATE^ 2012

Envelope-1

Tender for Canteen Contract

Procedure for submitting tender

The tender should be super scribed with the words 'Tender for running office canteen' containing the following information duly addressed to the Assistant Director (Admin.), NCRB be dropped in the tender box placed at Reception of NCRB, East Block-7, R.K. Puram, New Delhi-66 on or before 4.00 PM of <date 1> 2012.

a) Bidder's profile giving complete details about the firm, establishments where canteens are currently being with duration of their contract approx. number of lunches served every day, including the period for which in this business;

b) Name(s) of proprietor/partners of the bidders with their, residential addresses and telephone numbers;

c) Attested copy of deed of partnership, if the bidder is a partnership concern;

d) Attested copy of income-tax clearance certificate(s) for last 3 years;

e) Attested copies of Registration and Sales Tax Certificate issued under Shops and Establishment Act;

f) Declaration on letterhead of the bidders that it has never been involved in any illegal activity or financial frauds;

g) Fixed Deposit Receipts of Rs.25,000/- (Rupees twenty five thousand only) drawn in favour of "Accounts Officer, Pay and Account Officer (DCPW)" Account no. 10591526499. It may be noted that EMD of unsuccessful bidders would be refunded only after finalization of the tender or within 90 days from the date of opening of the tender, whichever is earlier. Tenders without EMD would not be considered.

h) Signed copy of the terms and conditions stipulated in the tender document;

N.B.: It may be noted that tenders not accompanied by any one of the above documents or satisfactory explanation thereof will be liable for rejection.

All concerned may note that only Volume – I of the tender shall be opened at 2.45 PM on <date 1>, 2012 for pre-qualification of the bidders.

General Terms and Conditions of the contract

1. The contract will be prevalent initially for a period of 1 year which is extendable subject to the successful fulfilment of Contract and also at the sole discretion of the DG, NCRB.
2. The successful bidder/contractor will be required to enter into an Agreement/Contract as per the enclosed copy of the Agreement/ Contract by the successful bidder of the offer of NCRB. The failure, delay or evasion on the part of the successful biddrer to

execute the agreement / Contract within the period mentioned above will result in forfeiture of EMD. The failure delay or evasion on the part of the successful bidder / Contractor to commence the services within the period mentioned above will result in termination of the contract and forfeiture of EMD.

3. The successful bidder/contractor will be required to commence the services within 5 days from the date of execution of the Agreement/Contract. The failure, delay or evasion on the part of the successful bidder/contractor to commence the services within the period mentioned above will also result in termination of the contract and forfeiture of the EMD.
4. The Tea, Coffee, Snacks and lunch will be served in the canteen daily on all working days (Monday to Friday). The Caterer may be asked to serve food on any Holiday too, if required subject to prior notice.
5. No escalation in rates on any account will be permitted during the contract period. No subsidy will be given over the quoted rates.
6. No advance shall be paid.
7. All applicable taxes will be borne by the caterer.
8. Kitchen is provided with electrical fixtures, fans, refrigerators, water coolers, kitchen equipments and canteen space and no charges will be levied on these by NCRB.
9. Crockery, cutlery, vessels will be provided by the NCRB. Caterer should maintain it and shall bear the damages and breakage loss.
10. Caterer shall not modify the kitchen/dining/wash areas and shall not remove the fixures and equipments on his own.
11. Caterer will be expected to maintain hygiene and serve unadulterated food. Leftovers of previous day shall be permited for sale (a) serving to the staff of NCRB. Caterer shall keep the kitchen/ dining/ wash area neat and clean following the most hygienic norms at all times.
12. Cost of LPG/PNG charges will be borne by the caterer.
13. Menu for the week will be fixed by Canteen Committee of NCRB.
14. NCRB reserves the right to reject any or all offers without assigning any reason.
15. Cleaning of utensils / kitchen/ dining area etc will be caterers' responsibility.
16. Table cloth/ aprons/ gloves/ caps for waiter will be provided by NCRB on regular basis/ need basis.
17. Caterer shall also be allowed to sell his products outside the NCRB canteen during office hours as per the prevalent market rates.
18. The contractor shall pay all his Government dues relating to income tax/ VAT/ Service Tax and submit the returns regularly. A copy of same shall be submitted to NCRB.

NCRB reserves the right to terminate the contract and forfeit the EMD for violation of any of the above mentioned conditions and blacklist the caterer.

I/We have read the terms and conditions and are acceptable to me/us.

Signature of the authorized person

Name of the signatory (in block capital letters) :-

Status of the signatory i.e. proprietor/partner:-

Date: -

Address of the bidder: -

Telephone Nos.

Bidder’s Seal

SCHEDULE – A

Scope of contract and specific conditions for catering:
(Terms and conditions forming part of contract)

1. The Contractor shall prepare and serve lunch/tea/coffee/snacks from Monday to Friday to staff members and their guests and also to the common people who visit this complex, through a window, already meant for this purpose.
2. The NCRB will provide to the Contractor the following facilities :
   i) Water
   ii) Electricity
   iii) Kitchen Equipments
   iv) Crockery, Cutlery and Utensils etc.
   v) Furniture
3. The Contractor should keep the usage of the water and electricity to a reasonable level.
4. The quality of spices and other food provisions should be branded and should have FPO registration.

The NCRB's authorized representatives will have authority to inspect such articles of food and provisions and will have full powers to discontinue usage of such articles of food and provision, which are found to be of unsatisfactory standard and on grounds of hygiene.

5. The Contractor shall be responsible for taking good care of all equipment, utensils etc. He should bring to the notice of the NCRB, the repairs and maintenance work that are required to be undertaken from time to time by NCRB. If any repairs of the equipment are to be made on account of mishandling/negligence of the workmen, except normal wear and tear, the said items will be repaired by the Contractor at this cost.
6. The Contractor shall maintain inventory of the items given to him.
7. Cost of any items missing and breakage due to negligence/mishandling will be recovered from the Contractor fully.
8. The Contractor shall be responsible for maintaining the entire dining area on the Lounge (kitchen, stores, dining hall service area etc.) spotlessly clean at all times. The crockery, cutlery, furniture and utensils used in the preparation and service of foods will always be in clean and in hygienic condition. The kitchen shall be opened at any time for inspection to the duly authorized representatives of the NCRB.
9. It will be the responsibility of the Contractor to store the material purchased by him in a neat, tidy and hygienic manner in the space provided by the Bureau. The security of such material will be the sole responsibility of the Contractor.
10. Authorised pest control measures will be undertaken in the kitchen, storage and dining area on regular intervals by NCRB.
11. The authorized representatives of the NCRB shall check the quality and quantity of the items supplied and served.
12. Vegetarian and non-vegetarian cooking shall be done separately.
13. The Contractor on daily basis will do the disposal of leftover foods and other garbage on daily basis at regular intervals outside office premises.
14. The Contractor shall employ adequate staff to ensure consistent quality of service.

15. Applicable taxes will be borne by the caterer.
16. Payments to the Contractor will be made by the staff member and not by the NCRB other than official event/ Meetings/Workshops/ Trainings.
17. Complaints received from the staff on quality of food (including stale food) will be viewed seriously and penalty will be levied in such cases, if found so.
18. It will be the sole responsibility of the contractor to clean tables, chairs, floor and the utensils of lounge and staff canteen
19. The Contractor shall indemnify and keep indemnified, defend and hold good NCRB, its officers, employees and guests against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the contractor or their services personnel on account of misconduct, omission and negligence by the contractor or his service personnel.
20. The Contractor will maintain and provide all necessary documentation, registers and records in connection with the performance of catering services and other related documents including for complying with any statutory requirement and provisions of applicable laws.
21. The Contractor should take all precautionary measures to ensure the safety of the workmen employed by it and NCRB will not be responsible in case of any eventually.
22. In case of any labour problems related to the workmen staff of the Contractor deployed at NCRB, the same will be settled at the Contractor's end only. The Contractor will indemnify NCRB suitably. It shall be the duty of the Contractor to clearly inform its own personnel/staff that they will have no claim whatsoever against NCRB. Canteen caterer to ensure that all labour laws are followed and no child labour is engaged in the canteen.
23. The contractor will register with Registrar of the concerned Central/State Body and shall abide by State Labour/Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract including Works Contract, Act, Minimum Wages Act etc. and shall indemnify NCRB against all risks and damages arising out of the default on the part of Contractor due to negligence or non-compliance of any of the aforesaid rules, regulations etc. laid down by the Government, Statutory authorities Regulations and other Government bodies , if any, from time to time.
24. The Contractor shall appoint adequate staff and a Manager as overall in-charge of catering services, The Contractor shall ensure that the workmen staff in catering are suitably trained, well mannered and in appropriate uniforms. The Contractor shall provide the uniform along with hand gloves for serving at their cost.
25. The Contractor shall arrange to issue Identity Cards to all his staff, through Assistant Director (Admin.), NCRB, which has to be produced for inspection as and when required by NCRB.
26. The Contractor shall not employ the services of any sub-contractor directly or indirectly for the purposes of catering services pursuant to this Contract
27. Any dispute between the Contractor and the NCRB, which cannot be settled by negotiation may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Delhi, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The arbitration proceedings shall be conducted in the Hindi/English language. Subject to the above, the courts of law at Delhi/New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final and binding. The Contractor shall not be entitled to suspend the provision of the catering services,

pending resolution of any disputes and shall continue to render the catering services in accordance with the provisions of the contract notwithstanding the existence of any dispute between the Contractor and the NCRB or the subsistence of any arbitration or other proceedings.

28. The Contract shall be governed in accordance with the laws of India and the Courts in Delhi/New Delhi shall have the exclusive jurisdiction to try and suit, proceedings in connection therewith/in that behalf.
29. The contractor shall open and maintain a Current bank account with any branch of any nationalised Bank during the period of the contract

Form of Contract

The Director General
National Crime Records Bureau
East Block-7, R.K. Puram
New Delhi-110066

Sir,

1. Having visited the Site and examined the Conditions of Contract, Special Conditions of Contract, General Specifications and Detailed Specifications, Quantities of the foods etc of the above named work, we offer to serve foods and run the canteen in conformity with the Conditions of Contract, Specifications, and Bill of Quantities of this Tender Documents or such other sum as may be ascertained in accordance with the said conditions of contract.
2. We agree to abide by this Tender for the period of 1 (one) year from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of the period.
3. Unless and until a formal Agreement is prepared and executed this tender together with your written Acceptance thereof shall constitute a binding contract between us.
4. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated …..... day of …..... 2012

Signature…..... in the capacity of …..... duly authorized to sign

Tenders for an on behalf of …..

(In Block Capitals)
Witness:

Signature …..... Address of Tenderer
.....
.....

Name …..

Occupation …..

(ON NON-JUDICIAL STAMP PAPER WORTH Rs. 100/=)

Form of Agreement

1. Articles of Agreement made at _____ this _____ day of _____ 2012 National Crime Records Bureau, East Block-7, R.K. Puram New Delhi-110066 hereinafter called the First Party of the one part and M/s _____ hereinafter called 'The Second Party ' of the other part.

Whereas the First Party is desirous for engaging of Canteen contractor for serving food/ tea/ coffee/ biscuits/ snacks etc to its officers & staffs in its office at East Block-7, R.K. Puram, New Delhi-110066 as per Specifications and the Scope of Works.

And whereas the Second Party has agreed to execute upon and subject to the Conditions and Instructions set further herein (hereinafter referred to as 'The Said Conditions') the work described in the specification and included in the said Schedule of quantities as per quoted rates.

Now it is hereby agreed as follows:

1. The said Conditions thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by and submit themselves to the conditions and perform the Agreement on their part respectively in such conditions contained.
2. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Delhi/New Delhi and only the Courts in Delhi/New Delhi shall have jurisdiction to determine the same
3. This Contract comprises:
   a) Terms & Conditions of Contract
   b) Scope of Work
   c) Contract Price
   d) Specifications

Necessary corrections arising out of corrigendum/clarifications issued before opening of tender have been made in these documents. Also the subsequently agreed terms based on the discussions held between the First Party and the Second Party representatives which were finally accepted for the work have been incorporated and all pages in the documents have been initiated by both parties in token of their acceptance. In witness whereof the Official Seal of NCRB was thereto affixed and signed by the Assistant Director (Admin.) on behalf of First Party and the Second Party has signed this Agreement on the dates respectively mentioned against their signatures in the presence of the following witnesses.

In the presence of	In the presence of
Signed by Assistant Director (Admin.), NCRB for and on behalf of the NCRB, MHA, Govt. Of India	Signed by for and on behalf of the Second Party
Date :	Date :

1. Signature :
   Name :
   Address :

2. Signature :
   Name :
   Address :

3. Signature :
   Name :
   Address :

4. Signature :
   Name :
   Address :

Envelope-2

VOLUME – II

Price Bid and details of Meal/Tea/Coffee/Biscuits/Snacks etc. along with Quantity to be served (**SCHEDULE-B)**

Format for "Financial Bid

The tenderer should quote rates as under :

Note: Rate should be quoted in words as well as in figures. The quoted rates should be inclusive of all taxes including service tax/VAT.

SCHEDULE-B

Vegetarian Lunch **(Monday to Friday)** , Non-Vegetarian Lunch-**On need basis**

Table - 1

Vegetarian Food Items

S.No.	Item	Quantity	Cost in Rs.
1	Rice a. Plain Rice b. Jeera Rice c. Pulao d. Fried Rice	Medium bowl	
2	Curry(gravy) a. Special Veg. b. Paneer	Small bowl	
3	Vegetable (dry) a. Seasonal Vegetable b. Mixed Vegetable	Small bowl	
4	Dal /Curry a. Makhani b. Rajma c. Kadhi d. Chholey	Medium bowl	
5	a. Curd(Plain) b. Raita	Small bowl	
6	a. Poori b. Chapatis	2 pc 1 pc	

	c. Roti Tawa d. Roti Tandoori e. Roti Missi f. Roti Makki g. Parantha Plain h. Parantha Stuffed	1 pc 1pc 1pc 1pc 1pc 1pc	
7	Papad + Pickle	1	
8	Salad + Chatney	Need based	
9	Desert a. Kheer b. Custard c. Fruit Cream d. Halwa Suji e. Halwa Moong f. Halwa Gajjar g. Any sweet (1 pc)	small bowl	
10	Veg. Manchurian	4 pc	
11.	Fixed Thali (2 chapattis, Rice bowl, Dal, Dry vegetable, Raita, Pickle/ Salad)	1 plate	
12.	Spl. Thali (2 chapattis, Rice bowl, Dal, 2 Dry vegetable items, Dahi/Raita, Pickle and Salad, Papad, Paneer item and Desert)	1 plate	

* **Medium Bowl (300ml) , Small Bowl (200ml)**

Table-2

Non-Vegetarian Food Items

S.No.	Item	Quantity	Cost in Rs.
1	Chicken Biryani (Basmati Rice)	Medium bowl (2pc)	
2	Kadahi Chicken	Small bowl (2 big pc)	
3	a. Mutton Kofta b. Mutton Curry c. Mutton Rogantosh	Small bowl (4pc)	
4	Egg Curry	1 pc egg	
5	Chicken Manchurian	1plate (8pc)	
6	Fish Curry a. Betki	Medium bowl (4pc)	

	b. Kingfish c. pomfret		
7.	Chilli Chicken	1 plate (8pc)	

Table – 3

Beverages & Snacks

S.No.	Item	Quantity	Cost in Rs.
1	Soups a. Mixed Vegetable b. Corn c. Tomato	100 ml	
2	Juices a. Vegetable b. Fruit Juices i. Orange/Kinnu ii. Mausmi iii. Pineapple iv. Pomegranate	300 ml	
3	Tea		
4	Coffee		
5	Soft Drink		
6	Lassi a. Sweet b. Salt	300 ml	
7	Lime Water a. Sweet	300 ml	

	b. salt c. with Banta/ Soda		
8	Vegetable Sandwich	2 slice	
9	Bread Pakora	1 pc	
10	Vegetable Pakora (Mixed)	100 gm	
11	Paneer Pakora	1 pc	
12	Namkeens a. Mixture b. Waffers	50 gm	
13	Paneer Tikka	100 gm	
14	Aloo Tikki	1 pc	
15.	Chicken Tikka	1 plate (8 pcs)	
16.	Chicken Reshmi Kabab	1 plate (8 pcs)	
17.	Vada a. Plain b. Chana Vada c. Dahi Vada d. Sambhar Vada	2 pc	
18.	Idli Sambhar	2 pc	
19.	Samosa	2 pc	
20.	Rolls a. Spring Roll b. Kathi Roll c. Bread Roll d. Paneer Roll	1 pc	
21.	Assorted Biscuits	1 pc	
22.	Namakpare Matthi (1 big) Dry Samosa	100 gm 1 pc 100 gm	
23.	Cream Roll	100 gm	
24.	Sweets a. Gulab Jamun (big) b. Rasgulla (med.) c. Besan ladoo (med) d. Motichur Laddoo (med.)	 1 pc 1 pc 1 pc 1 pc	