



सं / NO: D-16012/10/2016-ISTM

भारत सरकार / GOVERNMENT OF INDIA

सचिवालय प्रशिक्षण तथा प्रबन्ध संस्थान

INSTITUTE OF SECRETARIAT TRAINING & MANAGEMENT

(आईएसओ 9001:2008 संस्था / AN ISO 9001:2008 INSTITUTION)

कार्मिक एवं प्रशिक्षण विभाग / DEPARTMENT OF PERSONNEL & TRAINING

प्रशासनिक ब्लॉक, ज.ने.वि. परिसर (पुराना) / ADMINISTRATIVE BLOCK, JNU CAMPUS (OLD),

ओलोफ पाल्मे मार्ग, नई दिल्ली - 110067 / OLOF PALME MARG, NEW DELHI - 110067

दूरभाष / TELEPHONE - 011-26104038; टेलीफैक्स / FAX - 011-26104183

## **TENDER DOCUMENT**

**FOR**

**PROVIDING CATERING SERVICES AT  
INSTITUTE OF SECRETARIAT TRAINING  
AND MANAGEMENT (OLD) JNU CAMPUS**

**NEW DELHI**

## **ABOUT THE INSTITUTE**

The Institute of Secretariat Training and Management (ISTM) was established in the year 1948 as "Secretariat Training School." ISTM is an attached Officer under the Department of Personnel and Training, Government of India and is headed by a Director, who is an officer of the level of Joint Secretary to the Government of India. The Institute is located at JNU(Old) Campus, Olof Palme Marg, New Delhi-110067 and its office timing are from 9.00 A.M. to 5.30 P.M.

ISTM is multi-disciplinary organisation specializing in capacity building, consultancy and research support, with a special emphasis to the continuous development of officers serving in the Central Secretariat. ISTM's main concern is to help, develop the professional competence of individual officers of not only the Central Government but also for the State Governments, Union Territories, Constitutional, Statutory and Central Autonomous Bodies as well as Central Public Sector Enterprises. ISTM has the responsibility of conducting foundational and refresher courses every year within its campus besides providing faculty support to the State/Union Territories to fulfill its mandate.

### **SCOPE OF WORK FOR CANTEEN CATERERS**

ISTM campus comprises of an Administrative Block, Seminar Hall Complex and Hostel Block. The Institute offers residential accommodation in Hostel Block located in the campus with eighty rooms with capacity of 200 participants. ISTM faculty/guest faculty and senior level executives attend ISTM Programmes.

The Canteen located in Administrative Block serves tea/coffee/cold drinks, snacks, high tea, working lunch to the training participants in various Training programmes, official meetings, seminars and functions organized by the Institute. The mess located in Hostel Block caters to requirement of breakfast/meals etc for the resident trainees staying in Hostel during the training programmes. The Canteen located in Administrative Block also caters to the requirement of Officers and Staffs of the Institute during working hours. In addition, people visiting ISTM campus in connection with various academic activities of the Institute also avail these services.





सं / NO: A-21014/02/2015-ISTM

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Dated: 17 May, 2016

### TENDER NOTICE

**Subject: Invitation of Tenders for providing Canteen/Catering Services to ISTM, Old JNU Campus, New Delhi**

Institute of Secretariat Training & Management invites sealed tenders from caterers/contractors fulfilling eligibility criteria as defined in this document in providing canteen services to different Govt. and/or other reputed organizations. The contractor is required to supply tea/ snacks, meals etc. to the participants of training programme/Faculty members/ guests/ staff of the institutions as well as to the participants staying in the hostel. The contractor should have three years experience in the catering business, out of which at least two years experience should be in running the canteen of a reputed organization, preferably a Govt. organization/Institution. The initial contract will be for a period of one year from the date of awarding the contract which will be subject to further continuance on time to time basis depending upon the satisfactory performance of the Contractor.

2. Tenders are invited under two Bid System namely "Technical Bid" and "Financial Bid". The Tendering Agency should submit their tender in the prescribed proforma as per Annexure-V and VI (Technical Bid and Financial Bid respectively) in a sealed envelope addressed to the undersigned and should be superscribed as "Tenders for providing Canteen/Catering Services to ISTM, Old JNU Campus, New Delhi." Technical Bid and Financial Bid and Demand Draft of Earnest Money deposit (EMD) should be submitted in separate sealed covers.

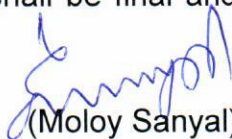
3. Detailed information/terms and conditions for the purpose may be downloaded from ISTM's website ([www.istm.gov.in](http://www.istm.gov.in)) or can be obtained from the Section Officer (Administration), Room No. 002, Administrative Block, JNU (Old) Campus, New Delhi on all working days w.e.f. 23.05.2016 to 21.06.2016 from 10.00 A.M to 5.00 P.M.

4. The estimated value of Business in ISTM is about Rs. 50.00 Lakhs per annum. The tender should be accompanied with a Demand Draft of Rs. 1,00,000/- (Rupees One Lakh Only) drawn in favour of Director, ISTM towards Earnest Money Deposit (EMD) and requisite documents in support of eligibility criteria as mentioned in the tender notice. The tender without requisite documents and EMD shall be summarily rejected and in the event of successful bidder declining to act on the offer made by this Institute, EMD shall stand forfeited and no claim in this regard shall be entertained. The EMD of unsuccessful tenderers shall be refunded/ returned after finalization of the contract. The successful tenderer will have to deposit a security deposit amounting to Rs. 2,00,000/- (Rupees Two Lakh only) by FDR/Demand Draft drawn in favour of Director, ISTM, New Delhi before award of the contract. The EMD in respect of successful bidder will be returned after deposit of Performance Security.

5. The Sealed covered bids are required to be dropped in the tender box available in Administration Section, Ground Floor, Administrative Block of ISTM, New Delhi before 3.30 PM on 22.06.2016. The tenders shall be opened at 4.00 P.M. on the same day in the presence of the bidders or their representatives having authorization letter of the Firm concerned.

6. Any cuttings/overwritings must be signed by the Authorized Signatory of Tenderer. The rates should be quoted in figures as well as in words. In case of mismatch between the two, the rates quoted in words will be taken in account.

7. No conditional bids will be accepted and such bids are liable to be summarily rejected. The Institute reserves the right to reject or to accept any tender without assigning any reason thereto. The decision of the Director of ISTM shall be final and binding on the Tenderer.

  
(Moloy Sanyal)  
Deputy Director (Admn)  
Tel No. 26102597



**ANNEXURE – I**

**AFFIDAVIT**

(ON NON—JUDICIAL STAMP PAPER OF RS.10/-)

I/we ..... Partner(s)/Legal  
Attorney/Proprietor(s)/Accredited Representative(s) of  
M/s .....solemnly declare that

2. I/we are submitting tender for or providing Canteen and Mess Services at  
ISTM against Tender Notice No. \_\_\_\_\_ dated \_\_\_\_\_.

3. I/we or our partners do not have any relative working in Institute of  
Secretariat Training & Management, Old JNU Campus, New Delhi, hereafter  
referred to as ISTM.

4. All information furnished by me/us in respect of fulfillment of eligibility  
criteria and information given in this tender is complete, correct and true. All  
documents/credentials submitted along with this tender are genuine, authentic,  
true and valid.

5. My/our bid shall be valid for a period of 120 days from the date fixed for the  
bid submission deadline in accordance with the Bidding Documents and shall  
remain binding upon us and maybe accepted at any time before the expiry of the  
period.

6. If my/our bid is accepted, we commit to submit a Performance Security  
Deposit in accordance with the Bidding Documents.

7. The Price Bid submitted by me/us is “WITHOUT ANY CONDITION”.

8. If any information or document submitted is found to be false/incorrect,  
ISTM may cancel my/our Tender and can take any action as deemed fit  
including termination of the contract, forfeiture of all dues including Earnest  
Money (EMD) and blacklisting of my/our firm and all partners of the firm etc.

9. I/we also declare that the Government of India or any other Government  
body has not issued any show cause notice or declared us ineligible or

blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.

10. I/we also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that ISTM is not bound to accept highest ranked bid / lowest bid or any other bid that ISTM may receive.

(Signature of the Tender with Seal)

Seal of Notary

Date:

**TERMS AND CONDITIONS**  
**GENERAL**

1. The contractor shall obtain licence under the Contractor Labour (Abolition and Regulation) Act 1970 (hereinafter referred to as the Contractor Labour Act) and all other requisite licences at his own cost from the appropriate authorities and comply with the terms and conditions of the licence(s) and all other relevant and necessary provisions of the Contractor Labour Act and the Rules framed there-under, all such other provisions of laws in any enactment or otherwise laid down by an authority from time to time, it being clearly understood and agreed that the entire responsibility for compliance thereof shall always be of the contractor. The contractor shall be fully responsible for any compensation etc. in case of any injury/casualty or mishap to any employees of the canteen during canteen working hours. Appropriate documents/Certificates issued from appropriate authorities should be enclosed to support this.
2. Food license for catering/canteen services in Delhi, issued by appropriate authority of Delhi State, i.e. Licence under FSS Act, 2006.
3. The tenderer should have worked with Government/Public Sector Undertaking(s)/Large Private Sector Institution(s) of higher education having a Campus Guest House & Students' hostel facility with minimum of 100 persons, and a Certificate of Performance should be enclosed duly indicating the period/scope of contract and type of payments received.
4. ISTM reserves the right to obtain feedback from the previous/present clients of the Tenderer and also depute its team(s) to inspect the site(s) at present contract(s) for on-the-spot first hand information regarding the quality of food and services provided by the Tenderer. Decision of ISTM with regard to award of the contract will also depend upon the feedback received by it from the previous/and present clients and also from its team(s) deputed for the purpose. The decision of ISTM in this regard will be final and binding on all bidders.
5. The tenderer should have CST/VAT/TIN/PAN Registration.

6. Before submitting the filled-in Tender Document to the ISTM, the bidders may seek clarification(s), if any, from Section Officer Admin, Tel. No. 011-26104038 or in person by visiting the Institute during the working hours.
7. The ISTM reserves the right to change any condition of the tender before opening of the Technical Bids.
8. The successful bidder will have to enter into an agreement with the ISTM as per draft agreement (Annexure – XI).
9. Canvassing in any form will make the tender liable to rejection.
10. Quoted rates should be inclusive of all taxes and duties. These rates shall be fixed for two years.
11. The revision in the quoted rates after two years to the extent of maximum 10% on yearly basis can be considered with negotiations and mutual consent to compensate inflationary effect and subject to extension of contract.
12. The offer should be valid for a period of at least 120 days from the date of the tender opening.
13. ISTM reserves the right to reject any or all the tenders, wholly or partly without assigning any reason thereof. In all matters pertaining to this tender, the decision of ISTM shall be final and binding.
14. The tenderer is advised to visit and examine the site of works and its surroundings and obtain for himself all information that may be necessary for preparing the bid and entering into contract for execution of the works. The cost of visiting the site shall be bidder's own.
15. The tenderer should be prepared to come to ISTM, to take part in discussion, if required at a short notice.
16. The tender for canteen and hostel mess shall be treated as a single unit for Award of Contract and contract will be awarded jointly for canteen and hostel mess to the one tenderer only i.e. canteen and mess will not be awarded separately to different tenderer.



17. The Agency shall fulfill all statutory requirements pertaining to minimum wages and other statutory benefits like ESI, EPF, MWA etc., and proper account of payments including minimum wages being made to the workers of the agency. The Agency shall be solely responsible for any failure to fulfill the statutory obligations and shall indemnify the Institute against all such liabilities, which may likely to arise out of the agency's failure to fulfill such statutory obligations.
18. If the Agency fails to carry out the Jobs as per the terms and conditions agreed upon, he is liable for forfeiture of EMD/Security Deposit in additions to penalty.
19. The Agency shall be solely responsible either for any injury, damage, accident to the workman employed by the agency or for any loss or damage to the equipment/property in the areas of work as a result of negligence/carelessness of its workers.
20. The workers employed by the Agency shall wear uniform and name badge, which is provided by the Agency, and the agency, shall be responsible for the discipline of his workers. The workers are not employees of the Institute and shall not have any claim whatsoever on the Institute and shall not act detrimental to the interest of the Institute. The workers shall have to follow the security regulations as directed by Security and Administration of the Institute. Workers shall not form union or carry out trade union activities in the campus.
21. The Agency shall ensure the police verification of all the persons before deploying them at the allotted premises.
22. No accommodation will be provided in the campus for the workers and the Agency shall make its own arrangements.
23. The Agency shall have to arrange for all cooking equipment, utensils, crockery services, table linen etc.and other necessary equipments etc. on his own for smooth running of the canteen and mess.
24. The canteen and mess are already equipped with water cooler, exhaust fan, fly catchers, etc.
25. The Contractor should have sufficient equipment & crockery and other items normally required to cater to at least 200 — 300 persons at a given time. He

should have sufficient utensils, crockery and other infrastructure to provide the service and also for Buffet Lunch/High Tea, as and when required. The Contractor will provide good quality table cloth/table linen approved by ISTM and flower in case of Sit Down Lunch/Dinner at his own cost. The Contractor shall replace table cloth/table linen flower every day.

26. The PNG for cooking purpose will be arranged by ISTM but the payment of the PNG consumed for cooking shall be made directly by the Contractor to Gas Providing Agency as per bills received from the Gas Agency and forwarded by ISTM to Contractor.
27. The Agency shall not make or cook any meal(s) in the premises of the ISTM for supply to any person(s) outside the ISTM.
28. The Agency shall not make any alterations or additions to the accommodation provided in the Institute for cooking and catering purposes.
29. Sub-letting/Sub contracting the work is not permissible under any circumstances.
30. Successful Agency shall execute an agreement in the prescribed format.

#### **PERIOD OF CONTRACT**

31. The contract for Catering Services shall remain valid initially for a period of two years. However, in order to evaluate the performance and services of the Contractor, the contract will have probationary period of three months. The contract for the remaining 21 months will be confirmed only if the services and quality of items served by the contractor are found satisfactory during the probationary period. Provision of review of every three months can also be considered.
32. The two-year contract period is subject to renewal by the Institute on satisfactory performance on mutually agreed terms and conditions for a further period of one year or till such time mutually agreed to.

#### **FORFEITURE OF EMD**

33. EMD of the successful bidder shall be liable to be forfeited if the contractor does not fulfill any of the following conditions:

- i. The Contractor who doesn't submit the Performance Security within stipulated period after issue of letter of Acceptance
  - ii. An agreement is not signed in the prescribed form within ten days of the receipt of the Letter of Award of the Contract;
  - iii. The Contractor does not commence catering services within seven days of the stipulated date for commencement of catering services as per award letter issued by ISTM.
34. The Contract for award of Catering Services through this Tender shall come into force with effect from the date of award of the contract. Hence, the Financial Bids submitted by the bidders should be valid to become operative from the date of award of the contract. In view of this, no change in the financial bid will be allowed during the currency of Contract. If the successful bidder withdraws or alters the terms of the tender during this period, the Security Deposit shall be forfeited.

#### **ELECTRICITY AND WATER CHARGES & STORE AND ACCOMMODATION:**

- 35.
- (A) The Institute will supply potable water for cooking and cleaning services, and drinking purposes and Electricity as per the existing rules free of cost to the Contractor. The PNG used for cooking will be provided by ISTM but the charges as per actual consumption/bill receipt will be paid directly to the Gas providing Agency.
  - (B) The Existing Kitchen Equipments as per detail given in Annexure - VIII can be provided to the Contractor. However, the additional requirements of Kitchen equipments, crockery etc. will be sole responsibility of Contractors and would be managed at their own expenses.

#### **PAYMENT**

36. The payment in respect of official hospitality bills of the Institute submitted in duplicate by the Contractor shall be released on receipt verified and certified by the concerned course director in all respects duly subject to fulfillment of obligations by the Contractor imposed under various laws, Rules & Regulations, etc. applicable from time to time and after scrutiny of authorization for supply at the prices offered by the contractor. Any supply of food items without proper

authorization by the designated authority of ISTM will not be paid. The Income Tax, as applicable at the prevailing rates, will be deducted at source.

37. In the event of any query, objection, delay or dispute with regard to any bill or a part thereof, the Contractor shall not be entitled to any interest to be paid by the Institute for late payment.

38. All payments and receipts would be rounded off, i.e., paise 50 or above will be rounded off to the nearest higher rupee and paise less than 50 shall be ignored.

## **TERMINATION OF THE CONTRACT**

39. The Contract can be terminated by either party, i.e., ISTM or the Contractor, after giving three-month notice to the other party extendable by mutual agreement till alternate arrangements are made. However, ISTM reserves the right to terminate the contract without giving any notice in case the Contractor commits breach of any of the terms of the contract. ISTM's decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.

40. On termination of the contract, the Contractor will hand over all the equipments/furniture/articles etc., supplied by ISTM, in good working condition, back to ISTM.

41. If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory (say in a month or so) during the probationary period of three months from the date of taking over charge of the canteen services, ISTM reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.

## **PENALTY**

42. The Institute reserves the right to impose a penalty (to be decided by the ISTM authorities) on the Contractor for any serious lapse in maintaining the quality of food or of the services, deviation in the Menu items or otherwise by the Contractor or his staff or for any kind of adulteration in the food.

43. If the Institute is not satisfied with the quality of eatables served, services provided or behavior of the contractor or his/her employees, the Contractor will be served



with 24-hour notice to improve or rectify the defect(s), failing which the ISTM will be at liberty to take appropriate necessary steps as deemed fit.

## **JURISDICTION**

44. Dispute, if any, arising out of the Contract, shall be settled by mutual discussion, alternatively by legal recourse under jurisdiction of Delhi courts only.

## **STATUTORY OBLIGATIONS OF THE TENDERER (CONTRACTOR)**

45. The Contractor shall be responsible for engaging adequate number of trained manpower required for providing good quality catering services in ISTM campus.
46. The employees of the Contractor should possess good quality health and should be free from any diseases, especially contagious and frequently recurring diseases.
47. The Contractor will, prior to the commencement of the operation of contract, make available to ISTM the particulars of all the employees who will be deployed at the Institute's premises for running the Catering services. Such particulars, inter alia, should include age/date of birth, permanent address, police verification report and profile of the health status of the employees.
48. The Contractor shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act of NCT of Delhi Government and fulfill all other statutory obligations, such as, Provident Fund, ESI, Service Tax etc. in force from time to time.
49. The Contractor shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any unlawful activity.
50. Employment of child labour is strictly prohibited under the law. Therefore, the Contractor will not employ any child.
51. In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the Institute by any individual, agency or government authority due to acts of the Contractor, the Contractor shall be liable to make good/compensate such claims or damages to the

Institute. As a result of the acts of the Contractor, if the Institute is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the Institute or the Institute reserves the right to recover such amount from the payment(s) due to the Contractor while settling his/her bills or from the amount of Security Deposit of the Contractor lying with the Institute.

52. The Contractor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc.
53. The Contractor shall at all times keep indemnified the principal employer, namely, ISTM, head of the Institute and its officers and designated concerned 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 Contractor shall at his/her own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act / Fatal Accident Act, Personal Injuries, Employees State Insurance Act, PF Act, etc. in force from time to time.
54. The canteen staff shall be issued Identity Cards bearing photographs. The contractor shall provide sufficient sets of Uniforms and pair of shoes to his employees and shall ensure that they wear them all times and maintain them properly.
55. The Contractor shall be personally responsible for conduct and behaviour of his staff and any loss or damage to Institute's moveable or immovable property due to the conduct of the Contractor's staff shall be made good by the contractor. If it is found that the conduct or efficiency of any person employed by the Contractor is unsatisfactory, the Contractor shall have to remove the concerned person and engage a new person within 48 hours of intimation by ISTM. The decision of the Institute's designated officer in this regard shall be final and binding on the Contractor.
56. The Contractor shall not appoint any sub-contractor to carry out his obligations under the contract.

57. The Contractor shall keep the Catering and its surrounding areas clean and up to date sanitation every day after the services are over. The cleaning includes cleaning of kitchen, Dinning/canteen halls, both in Hostel Block and Admn. Block floor, counter, benches, tables, chairs, etc. ISTM management will have 24-hour access to inspect the canteen premises at any time for ensuring the cleanliness and hygienic conditions of the canteen's kitchen and dining hall premises.
58. The Institute reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold in the canteen. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the Contractor.

#### **OTHER OBLIGATIONS OF THE CONTRACTOR**

59. The Contractor will use only branded raw material for preparation of items. The permissible brands of various items are given in Annexure-VII. The brands of Items not mentioned in the list will be used with prior approval of ISTM Authorities.
60. The Institute will provide to the Contractor space for storing raw material, kitchen equipment for cooking and preservation of perishable items, sitting and serving space, etc. free of cost. The Institute shall also provide tables and chairs in the serving area.
61. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipments provided by the Institute are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the Contractor, failing which the same will be got done by ISTM at the contractor's risk and cost. In this regard, the decision of the designated officer of ISTM shall be final and binding on the Contractor.
62. All work shall be carried out with due regard to the convenience of ISTM. The orders of the concerned authority shall be strictly observed.
63. The Contractor will deploy adequate manpower for work during late hours and on Saturdays/Sundays, including other holidays, according to the requirement of ISTM and the guests/hostellers. (Dinner time 7.30/8.00 p.m. to 9.30 p.m.)

64. The Contractor should be in a position to cater to the tastes of North Indian students, who are likely to be in majority, in addition to serving South Indian, Chinese and Other dishes.
65. The Contractor will have to supply breakfast/lunch/dinner in the canteen/hostel premises as per requirement and schedule drawn for the purpose by the concerned authorities of the Institute.
66. Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the Institute's campus, including Canteen. Any breach of such restrictions by the Catering Contractor will attract deterrent action against the Contractor as per statutory norms.
67. No minimum guarantee will be furnished to the Contractor towards consumption of food items. He/she is advised to maintain the highest quality at the minimum possible prices so as to attract the maximum number of trainees/hostellers/ personnel to avail canteen services.
68. The workers employed by the Contractor shall be directly under the supervision, control and employment of the Contractor and they shall have no connection whatsoever with Institute of Secretariat Training and Management(ISTM). ISTM shall have no obligation to control or supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against ISTM for employment or regularization of their services by virtue of being employed by the Contractor, against any temporary or permanent posts in ISTM.
69. The Contractor shall ensure that either he/she himself/herself or his/ her representative is available for proper administration and supervision at the works to the entire satisfaction of the Institute.
70. The Contractor will bring his own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs etc., in sufficient quantity as needed to maintain the canteen services in addition to what is provided for by ISTM.
71. The Contractor shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.



**CRITERIA FOR ELIGIBILITY**

1.

(a) The applicant should be in catering business (excluding beverage and snacks services) for a minimum period of three years as on 31.03.2016

(b) Experience of having successfully run the catering services during the last three years ending 31.03.2016 as per following:

3 similar completed works each having not less than 200 persons on its dining strength. (or)

2 similar completed works each having not less than 300 persons on its dining strength. (or)

1 similar completed works each having not less than 500 persons on its dining strength.

Similar nature of work means the running of the Canteens/messes of Institutions / organizations / companies / guest houses.

2. Average Financial Turn-Over (Gross) : The bidder's average annual financial turnover (gross) in catering services during the last three financial years, i.e., 2013-14, 2014-15 and 2015-16, duly audited by CA should not be less than 50 Lakh. Year in which no turnover is shown would also be considered for working out the average.

3. Financial Solvency: The bidder should have a solvency of 30% of the cost of the work. A certificate to this effect may be enclosed from the banker.

4. Performance Certification: The bidders' performance, as per format at Form No. III for each work completed in the last three years and in hand should be certified by a responsible person from the concerned organization. The certificate should also indicate the compliance of statutory requirements.

5. Tenders received without proper documents, including demand draft, shall be summarily rejected.

6. For the purpose of pre-qualification, applicant will be evaluated in the following manner:

a. The initial criteria prescribed in Para 19 above, in respect of years of operation in the business, experience of similar class of work completed and financial

turnover will first be scrutinized and the applicant's eligibility for empanelment for the work will be determined.

- b. The above will be followed by the visit of the Team of ISTM to the sites of the contractor to inspect the site(s) at present contract(s) for on-the-spot first hand information regarding the quality of food and services provided etc.
- c. The Financial Bid will be opened in respect of only those Contractors who are declared qualified on the basis of Technical Bid by the Tender Evaluation Committee of ISTM.

## **GUIDELINES FOR SUBMISSION OF TENDER**

7. The bids are to be submitted in two parts –

- (i) Sealed Technical Bid, along with a Demand Draft for Rs.1,00,000(Rupees One Lakh only), drawn in favour of DIRECTOR, INSTITUTE OF SECRETARIAT TRAINING AND MANAGEMENT payable at NEW DELHI, towards Earnest Money Deposit (EMD) in one sealed envelope super-scribed "TECHNICAL BID FOR PROVIDING CATERING SERVICES AT ISTM CAMPUS". Tender Document received without EMD will be summarily rejected;
- (ii) Sealed Financial Bid placed in a separate envelop super-scribed: "FINANCIAL BID FOR PROVIDING CATERING SERVICES AT ISTM CAMPUS".

8. The above mentioned two sealed envelopes should bear the name and complete postal address of the bidder. Sealed envelopes containing Technical Bid and Financial Bid should be placed in a bigger envelop super-scribed "BID FOR PROVIDING CATERING SERVICES AT ISTM CAMPUS, NEW DELHI". This bigger envelop, bearing the name & complete postal address of the bidder, should be addressed to the Director, Institute of Secretariat Training and Management, Admn. Block, JNU(old) campus, Olof Palme Marg, New Delhi – 110067 and deposited in the Tender Box kept in Room No. 002, Admn. Section, Ground Floor, Admn, Block on or before 3.00 p.m. on \_\_\_\_\_. Tenders received after due date & time shall not be accepted.

## **OPENING OF BIDS**

9. The Technical Bids will be opened on \_\_\_\_\_ at 3.30 p.m. in the Committee Room, First Floor, Admn. Block of ISTM, JNU(old) campus, New Delhi – 110067 in the presence of such bidders who may wish to be present, either in person or through their authorized representatives (duly supported with authorization letter).

(i) The Financial Bids of only technically acceptable tenders will be opened for further consideration. The decision of the Institute in this regard will be final and no requests etc. will be entertained from the bidders. The date and time of opening of financial bid(s) will be intimated only to such bidders who are found eligible as per evaluation criteria prescribed by the Institute.

(ii) EMD of the unsuccessful bidders will be returned, without interest, within a period of three months from the date of award of contract to the successful bidder.

**CRITERIA FOR EVALUATION****(A) CRITERIA FOR EVALUATION OF THE TECHNICAL BID****BID Evaluation Criteria:**

- A. The bids shall be ranked keeping in view the marks obtained on a scale of 100 marks during evaluation of bids. All the Contractors who obtain minimum 70% marks out of 100 shall be treated as qualified for opening of the Financial Bid.
- B. Criteria for evaluation of the technical bid will be as given below:

	<b>Particulars</b>	<b>Evaluation</b>
1.	Financial strength (i) Average annual Turnover Rs. 50 lacs/year (in the last three years i.e. 2013-14, 2014-15, 2105-16)	(20 marks)  (i) 60% marks for average minimum eligibility criteria  (ii) 100% marks for twice the average minimum eligibility criteria or more  In between (i) & (ii) -on pro-rata basis for similar works
2.	Experience of one similar works contract of Rs. 50 lacs or more Or Two similar works contract of Rs. 25 lacs or more (in the last three years i.e. 2013-14, 2014-15, 2105-16)	(15 marks)  (i) 60% marks for minimum eligibility criteria of works.  (ii) 100% marks for twice the minimum eligibility criteria or more  In between (i) & (ii) -on pro-rata basis for similar works.
3.	Performance certificates from <b>existing</b> clients	(10 marks)



	minimum two similar jobs as mentioned at S.No.2 Kindly attach certificate from the minimum two clients (one of whom should be PSU/Govt. organization based in Delhi NCR)	(i) 60% marks for minimum eligibility criteria of works  (ii) 100% marks for twice or more the eligibility In between (i) and (ii) on pro-rata basis.
4.	License of FSSAI and registered with shop and establishment Act	(05 marks)  For certification 5 points  Otherwise Zero(0)
5.	Performance of works (Quality) based on report/visit/presentation (Quality of food, Hygiene, cleanliness, feedback from the client, service quality, efficiency in handling cash transactions)	(40 marks)
	i. Very Good	40
	ii. Good	30
	iii. Fair	15
	iv. Poor	0
6.	Personnel and Establishment (list of personnel actually deployed as various site with their EPF no	(Max. 5 marks)
	i. Skilled	
	ii. Semiskilled	
	iii. Unskilled	
7.	Statutory compliance ESI/PF/Labor regulation	(Max. 5 marks)  Evaluation by Technical Committee.

## **(B) CRITERIA FOR EVALUATION OF THE FINANCIAL BID**

(i) The Financial Bid will be opened in respect of only those Contractor who obtain a minimum score of 70% in the evaluation process of Technical Bid. At the time of evaluation of Financial Bid following weightage shall be given:

1. Lunch	-	40%
2. Tea/Coffee	-	30%
3. Snacks	-	10%
4. Sweets	-	10%
5. Breakfast/Dinner	-	10%

(ii) The bidder quoting the lowest rate will be awarded full points as per weightage and others will be awarded on pro-rata basis. The bidder who obtain the highest score will be considered to award the tender.

**TECHNICAL BID**

1. NAME OF THE TENDERER  (as per Registration Certificate)	
2. COMPLETE POSTAL ADDRESS OF THE TENDERER  (as per Registration Certificate)	
3. COMPANY/FIRM PROFILE	
Name of the Company/Firm and Complete registered address  3(a) Legal Status (Individual, Proprietary firm, Partnership firm, Limited Company or Corporation)  3(b) Has your company/firm ever changed its name any time? If so, when, the earlier name and the reason thereof?  3(c) Were you or your company ever required to suspend catering services for a period of more than 06 months continuously after you commenced the catering services? If so, give the name of the contract and reasons thereof.  3(d) Have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.	

<p>4. Name, Designation and Mob.No(s) of the Contract Person</p> <p>-Fax No(s)</p> <p>-e-mail address</p>	
<p>5. Year of commencement of Business</p>	
<p>6. Statutory Details (photocopy to be attached)</p> <p>- Registration No. of the Firm</p> <p>- PAN No.</p> <p>- EMP. Provident Fund COMM. Registration No.</p> <p>- ESI Registration No.</p> <p>- Service Tax Registration No.</p> <p>- VAT/Sales Tax Registration No.</p> <p>- Labour Registration</p> <p>- TIN No.</p>	

7. Income Tax Assessment Certificates for the financial years 2013-14, 2014-15 and 2015-16. (In the event of assessment of the years indicated having not been completed the certificate of the latest assessment completed may be enclosed and the reason for non-completion of the assessment for the required years may be indicated).	
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8.	Financial strength (i) Average annual Turnover Rs. 50 lacs/year (in the last three years i.e. 2013-14, 2014-15, 2105-16)	Furnish detail in Financial Capacity Form Form No. I
9.	Experience of one similar works contract of Rs. 50 lacs or more Or Two similar works contract of Rs. 25 lacs or more (in the last three years i.e. 2013-14, 2014-15, 2105-16)	Details of Previous Contract to be filled in Form II(A)  Along with Documentary evidences
10.	Performance certificates from <b>existing</b> clients minimum two similar jobs. Kindly attach certificate from the minimum two clients (one of whom should be PSU/Govt. organization based in Delhi NCR)	Details of current Contract to be filled in Form II(B)  And Performance Certificate in Form III
11.	License of FSSAI and registered with shop and establishment Act	
12.	Performance of works (Quality) based on report/visit/presentation (Quality of food, Hygiene, cleanliness, feedback from the client, service quality, efficiency in handling cash transactions)	
	i. Very Good	
	ii. Good	
	iii. Fair	
	iv. Poor	



13.	Personnel and Establishment (list of personnel actually deployed as various site with their EPF no	
	i. Skilled	
	ii. Semiskilled	
	iii. Unskilled	
14.	Statutory compliance ESI/PF/Labor regulation	

Place

Date

Seal & Signature of the Tenderer

**FINANCIAL CAPACITY FORM**

Name of the Firm:

Address of the Firm:

Description:

Financial Years			
	2013-14	2014-15	2015-16
Annual Turnover (in INR)			

Signature of the Authorised Signatory of the Tenderer  
with seal of the Firm/Company

Name: \_\_\_\_\_

Mob No: \_\_\_\_\_

Date: \_\_\_\_\_

**Note: To be certified by the Company Auditor with Name and Signature.**

**FORM NO - II****(A) DETAILS OF PREVIOUS CONTRACTS**

Period of Contract From To	Name and Address of the Organization with reference letters	Name of the contact person & Phone No.	Value of contract and other Details	Remarks

**(B) DETAILS OF CURRENT CONTRACTS**

Give details of current contracts, if any, of similar services being rendered by you and which will be available for inspection by our officials:

Period of Contract From To	Name and Address of the Organization with reference letters	Name of the contact person & Phone No.	Value of contract and other Details	Remarks

Place:

SEAL AND SIGNATURE OF THE  
TENDERER

Date:

**PERFORMANCE CERTIFICATE**

(Furnish this information for each individual work from the employer for whom the work was executed)

1. Name of the contract and location

2. Agreement no.

a. Scope of Contract

b. Contract Cost

c. Date of start

d. Period

e. Amount of compensation levied, if any

f. Performance Report

(i) Quality of Food - Excellent/Very Good/Good/Fair

(ii) Resourcefulness - Excellent/Very Good/Good/Fair

g. Compliance of all statutory requirements- Yes / No

(Seal of the Organization)

(Signature of the Responsible Authority)

Date:

## **FINANCIAL BID**

### **ANNEXURE – VI**

#### **PRICE BID FOR LUNCH ITEMS**

<b>Sl. No.</b>	<b>Items</b>	<b>Rates</b>
1.	Ordinary Lunch (As per Menu Attached)	
2.	Special Lunch (As per Menu Attached)	
3.	Working Lunch (As per Menu Attached)	
4	One Roti (Tawa) - 70 grams	
5	One Roti Tandoori - 100 grams	
6	One Katori Dal – 200 grams	
7	One Katori Chhole – 200 grams	
8	One Katori Rajma – 200 grams	
9	One Katori Kadhi Pakora (with 02 piece pakoras) – 200 grams	
10	One Katori Seasonal Vegetable – 200 grams	
11	One Katori Kofta Curry with two pieces koftas – 200 grams	
12	One Katori Aalu Matar - 200 grams	
13	One Katori Baingan Bharta - 200 grams	
14	One Katori Mixed Vegetable - 200 grams	
15	One Katori Dahi – 200 grams	
16.	One Katori Raita - 200 grams	
17	One Katori Dahi Vada (02 piece vada) – 200 grams	
18	One Katori Matar Paneer - 200 grams	
19.	One Katori Kaju Korma - 200 grams	
20	One Katori Palak Paneer (with 02 pieces of Paneer) - 200 grams	
21	One Katori Nutri Paneer - 200 grams	
22	Half Plate Rice (Basmati)/ Pulao - 200 grams	

23	Full Plate Rice (Basmati)/ Pulao - 400 grams	
24	One Katori Egg Curry (02 eggs) In chickens curry	
25	Half Plate Meat (02 pieces)	
26	One Plate Chicken Masala (02 pieces)	
27	One Plate Butter Chicken (02 pieces)	
28	One Plate Mughlai Chicken (02 pieces)	

### Price Bid of TEA/COFFEE

S. No.	Item	Rate (Rs
1.	One Cup tea (Readymade) - 125 ml	
2.	One Cup tea readymade (Special) – 125 ml	
3.	One cup tea (Taj Mahal Bags) - 125 ml	
4.	Half set tea comprising two cups of tea (Ordinary)	
5.	Full Set tea comprising four cups of tea (Ordinary)	
6.	Half Set tea comprising two cups of tea (Special)	
7.	One cup coffee (readymade) - 125 ml	
8.	One cup coffee (espresso) - 125 ml	
9.	Half set coffee comprising two cups of coffee	
10.	High Tea (As per Menu Attached)	
11.	Tea in Evening Programmes	
12.	Tea/Coffee with two Samosas/Bondas/Cutlets	
13.	Tea/Coffee with biscuits – 2 types	
14.	Mineral Water and Cold Drinks	Market Rate

### Price Bid for SNACKS/BISCUITS

S.No	Items	Rates
1.	One Samosa - 70 grams	
2.	One Bonda - 70 grams	
3.	One Dal Vada - 70 grams	
4.	One Chana Vada - 70 grams	
5.	One Gobhi Pakora - 70 grams	
6.	One Half-piece Bread Pakora	
7.	One Full piece Bread Pakora	
8.	One piece Sambar Vada – Vada weighing 70 grams	
9.	Two piece Sambar Vada – each vada weighing 70 grams	
10.	One Vegetable Cutlet - 70 grams	
11.	One piece bread slice (big size)	



12.	Two big size bread butter	
13.	One Egg Boiled	
14.	One Egg omlette and two big slices	
15.	Two pieces Vegetarian Sandwitch – Big size bread pieces	
16.	Biscuits – All good quality biscuits	Market Rate

**Price Bid for SWEETS/ICE CREAM**

S.No	Items	Rates
1	One piece Gulab Jamun - 60 grams	
2	One Piece Burfi - 60 grams	
3	One Piece Rusgulla - 60 grams	
4	Ice-Cream (Any Brand & Weight0	MRP

**Price Bid for Breakfast and Dinner**

S.No	Items	Rates
1.	Breakfast (as per menu attached)	
2.	Dinner (as per menu attached)	

## **MENU FOR OFFICIAL LUNCH ETC.**

<b>S. No.</b>	<b>Items</b>
---------------	--------------

### **1. ORDINARY LUNCH**

1. Plain Rice
2. Chapati/Puri
3. Dal
4. Seasonal Veg.
5. Paneer
6. Meat/egg curry/shami kabab/fish curry
7. Raita
8. Salad
9. One seasonal fruit/sweet dish

### **2. SPECIAL LUNCH**

1. Cold drink
2. Soup
3. Pulao
4. Poori/Roti
5. Dal
6. Seasonal Veg.
7. Paneer Dish
8. Meat/egg curry/shami kabab
9. Butter Chicken/Muglia Chichen/Chicken curry
10. Raita/Dahi Vada
11. Salad
12. Chatni
13. Ice-cream/fruit Cream

### **3. WORKING LUNCH**

1. Soup

2. Veg. Cutlets
3. Meat Cutlet
4. Sandwich Cheese/Veg.
5. Russian Salad
6. Tea/Coffee

#### **4. HIGH TEA**

1. Tea/Coffee
2. Water
3. Cutlets(2)
4. Pastry

#### **5. VEGETARIAN LUNCH**

1. Soup
2. Pulao/Fried Rice
3. Roti/Poori/Nan/Parantha
4. Dal Makhani/Rajma/Chhole
5. Seasonable Veg.
6. Malai Kofta
7. Shahi Paneer/Palak Paneer/Kaju Korma/Matar Paneer
8. Dahi Vada/Raita/Dahi Plain
9. Green Salad/Plain Salad
10. Achar/Papar/Chatni
11. Kheer/Fruit Custord/Gulab Jamun/Ice-Cream

#### **6. NON-VEGETARIAN LUNCH**

1. Soup
2. Pulao/Fried Rice

3. Roti/Poori/Parantha/Nan
4. Rajma/Chhole/Dal Makhani
5. Seasonal Veg.
6. Malai Kofta etc.
7. Shahi Paneer/Palak Paneer/Kaju Korma/Matar Paneer
8. Dahi Vada/Raita/Plain Dahi
9. Butter Chicken/Masala Chicken/Muglai Chicken
- 10 Meat Curry/Keema Kaleji/Shami Kabab/Grill  
Meat/Fish Fried
- 11 Salad/Papar
- 12 Ice-Cream/Fruit Cream
- 13 Tea, Coffee with Biscuits two types

## MENU FOR BREAKFAST AND DINNER.

Sl. No.	
I	<p><b>Breakfast</b></p> <p>Poha &amp; Chutney or Chole &amp; Bhature or Vada /Idli &amp; Sambhar Chutney or Poori &amp; Aloo sabzi or Uttapam &amp; Shambar Chutney or Parathe Stuffed (Paneer/Aloo) &amp; Dahi or Dosa &amp; Sambhar Chutney</p> <p>or</p> <p>[Tea/CoffeeMilk, Bread Toast with butter/jam &amp; egg boiled will be served everyday]</p>
II	<p><b>Dinner</b></p> <p>Rice, dal takda, seasonal veg, palak paneer, ice cream</p> <p>or</p> <p>rice, rajma matar, paneer, rasgulla</p> <p>or</p> <p>mutton biryani, veg biryani, raita, paneer tikka, mattar mushroom</p> <p>or</p> <p>rice, arhar dal, seasonal veg, sabjee, gulab jamun</p> <p>or</p> <p>fried rice, chilly paneer (dry), chilly chicken (dry), veg manchurian (gravy), dahi</p> <p>or</p> <p>rice, mug dal, seasonal veg, halwa</p> <p>or</p> <p>rice, dal takda, seasonal veg, custard</p> <p>[roti, salad &amp; papad everyday]</p>

- The above contents are only indicative there may be slight variation in the content based on the feedback of the Officer Trainees.

- Non-vegetarian dinner twice a week and for those who do not take non-vegetarian, other special to be served.

I/we declare that the above-mentioned quoted rates will remain valid for one (02) years from the commencement of contract agreement and in no case shall I/we demand any increase of rates on any ground whatsoever. The terms and conditions as indicated in the instructions to Tenderers are acceptable to us.

Yours faithfully,

Dated:

(Seal and Signature of the Tenderer)

Name .....

Position .....

Postal Address .....

.....

Phone No .....



## **ANNEXURE – VII**

### **PERMISSIBLE BRANDS OF CONSUMABLES**

<b>ITEM</b>	<b>BRAND</b>
Salt	Iodised salt such as Tata, Annapurna, Nature Fresh
Spices	MDH, MTR or equivalent quality brands
Ketchup	Maggi, Kissan, Heinz
Oil	Refined oil such as Sundrop, Nature Fresh, Godrej
Pickle	Mother's or Priyaor Tops
Atta	Aashirvad, Pillbury, Nature Fresh
Butter	Amul, Britannia, Mother Dairy
Bread	Harvest/Britania make
Jam	Kissan, Nafed
Milk	Toned milk of Mother Dairy, Delhi Milk Scheme
Paneer	Amul/Mother Dairy
Tea	Brook Bond, Lipton, Tata
Coffee	Nescafe, Rich Bru
Biscuits	Britania, Parle, Good Day
Ice Cream, Lassi, Curd	Mother Dairy, Amul, Cream Bell – all varieties
Mixtures/Chips	Haldiram/Bikaner
Mineral Water	ISI marked Kinley/Bisleri/Ganga
Besan, Dal	Rajdhani
Rice	Basmati
Cold Drinks	Pepsi, Coke etc.
Juices	Real, Tropicana
Lemon Water	Hello
Sweet	Bikaner, Haldiram

The Contractor may use any other brand only after obtaining prior written approval from the Institute.

**ANNEXURE - VIII****LIST OF KITCHEN EQUIPMENT TO BE PROVIDED BY ISTM**

S. No.	Description of Item	
1.	Wash units	
2.	Pantry Service Table	
3.	Electric Tea Boiler	
4.	Electric Salamander	
5.	Soiled Dish Landing	
6.	Clean Dish rack	
7.	Work Table with sink	
8.	Storage racks	
9.	Cooking range gas burners	
10.	Gas griddle plate	
11.	Three sink wash unit	
12.	Exhaust Hood	
13.	Stainless Steel rack with shelves	
14.	Masala Grinder	
15.	Pot rack (storage rack)	
16.	Four-door vertical fridge	
17.	Chairs	
18.	Sofa Type sitting seats	
19.	Sofa Tables	
20.	Standing Tables	
21.	Square Tables	
22.	Water Cooler	
23.	Wooden Counters	
24.	Cash Counter	
25.	Pesto Flash	
26.	PNG	
27.	Exhaust Fans (18" x 12")	

Other items of use will be arranged by the Contractor :

**CHECK LIST**

Sl.No.	Particulars	YES/NO
1	Have you filled and submitted all forms (i) Technical bid, (ii) Financial bid and Affidavit duly attached.	
2	Have you read and understood various conditions of the Contract and shall abide by them? Have you enclosed the same duly accepted on each page under name, signature and seal of Company.	
	<b>TECHNICAL BID</b>	
3	Have you enclosed scanned copy of the draft for EMD of Rs. 1,00,000/-	
4	Have you enclosed the proof of having met the following minimum eligibility criteria?	
5	Legal Valid Entity: Have you enclosed the attested Certificate issued by the Registrar of firms / Companies?	
6	Financial Capacity: Have you enclosed Audited Balance Sheets as required?	
7	Registration with Government Bodies like ESIC, EPF, Labour Laws, Service Tax : Have you enclosed a copy of each of the Registration certificate?	

8	Experience: Have you enclosed the attested experience (A) Performance Certificates issued by the Organizations / Government Deptts of the last three years? (B) Details of Running Contract.	
9	Have your Technical Bid been prepared and enclosed as per the requirements of the Tender? Have you enclosed Form I, II and III of Technical Bid.	
	<b>FINANCIAL BID</b>	
10.	Have your financial Bid proposal duly filled and enclosed as per instructions?	
11.	Have you mentioned the rates of all Items in figures and words?	

Note :- The above must be filled, signed and submitted along with the bid.

Signature of the authorised  
signatory of the Tenderer with  
seal of the firm/company

Name: \_\_\_\_\_

Mob No. \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF TRANSMITTAL**

From: (Name & Complete Postal Address of the Applicant)

To:  
Director  
Institute of Secretariat Training and Management,  
Admn. Block, JNU (Old) Campus  
New Delhi – 110067

**SUBJECT:** SUBMISSION OF PREQUALIFICATION APPLICATION FOR THE  
CATERING SERVICES AT ISTM

Sir,

Having examined the details given in invitation for prequalification published in the newspapers and prequalification document for the above work we hereby submit the prequalification documents.

1. We hereby certify that all the statements made and information supplied in the enclosed forms\_\_\_\_\_to\_\_\_\_\_ and accompanying statements are true and correct.
2. We have furnished all information and details necessary for prequalification and have no further pertinent information to supply.
3. We submit the requisite certified solvency certificate and authorize the Director, ISTM to approach the Bank issuing the solvency certificate to confirm the correctness thereof. We also authorize Director to approach individuals, employers, firms and corporation

and to visit the works completed by us in the past or are in progress at present, to verify our competence and general reputation

4. We submit the following certificates in support of our suitability trained know-how & capability for having successfully completed the following works

S. NO.	NAME OF WORK	CERTIFICATE FROM

Encl:

Date of submission:

Signature of Applicant

Name of the firm & Address, Tel. Nos.

## **ANNEXURE- XI**

### **DRAFT OF THE AGREEMENT**

TO BE JOINTLY SIGNED BY ISTM AND THE CONTRACTOR  
FOR RUNNING CATERING SERVICES AT ISTM CAMPUS, NEW DELHI  
(To be signed on a Stamp Paper of Rs. 100/- to be purchased by the Contractor)

### **AGREEMENT**

This Agreement made this day the \_\_\_\_\_ between the Institute of Secretariat Training and Management (ISTM), Admn. Block, JNU(Old) Campus, New Delhi-110067 (hereinafter called the Institute) of one part and Shri/Mrs/Ms \_\_\_\_\_ of M/s \_\_\_\_\_ of the other part (hereinafter called the caterer) and whereas the Institute needs a caterer to provide catering services, providing working lunch for the Trainee participants, supply of tea, coffee, cold drinks, juice, biscuits, snacks, high-tea, break-fast, lunch for the Trainee participants, Officers, Staff, visitors of the institute and breakfast, snack and dinner to the resident trainees, staying in the Hostel as mentioned in the Tender Document invited by the Institute. Whereas it is thought desirable to grant a Contract (not being a lease) to the caterer to prepare and serve the aforesaid items to the Institute's Trainees, Officers, Staff and guests in the Canteen, situated in Institute's complex and in the hostels/(in special cases as and when required). The terms and conditions mentioned hereinafter, it is hereby confirmed as having been agreed to between the respective parties as under:

1. That the Caterer has been granted the contract to provide catering services run Canteen in the premises of the Institute of Secretariat Training and Management (ISTM), Admn. Block, JNU(Old) Campus, New Delhi-110067 initially for a period of two years w.e.f. \_\_\_\_\_ on the terms & conditions contained in the Tender Document, Institute's Letter of Award of the Contract and this agreement read together. If during this period, the performance is found satisfactory, the contract may be renewed for further specified period on the existing or mutually agreed to terms & conditions. The contract is also terminable on three-month notice by either side.

2. That the items served by the Caterer shall be wholesome and hygienically prepared in the clean atmosphere. The Director of the Institute and/or their authorized nominees may at any time enter the kitchen area allotted to the caterer for the purpose of this contract and take away samples of raw material, semi-prepared or fully prepared eatable items free of cost for the purpose of inspection, trial or analysis, and the



decision of the authorities of the Institute with regard to the desirability or quality of the food articles offered for consumption shall be final. If any item of the menu/provision of food is found defective or not fit for use/consumption, the Institute's authorities may - (i) issue warning; and / or (ii) get the said raw material/items destroyed and ask the Caterer to purchase fresh stocks, without any payment of compensation to the Contractor for the discarded material/items.

If, however, this problem recurs in spite of warning having been issued, the Institute reserves the right to impose financial penalty as decided by the Institute's authorities or the contract may be cancelled without giving any notice.

3. The items of menu, which the Caterer would be expected to supply in the Canteen, are indicated in the Appendix \_\_\_\_\_. The rates of items to be served by the Caterer shall be valid on annual basis, i.e., from May to April every year and in-between revision shall NOT be allowed. The Institute may, if considered necessary, revise the rates only after one year of the contract in regard to the items of food/eatables and drinks. Till such time that the revised rates become operative, the caterer shall charge the existing rates.

4. That the caterer shall use either Delhi Milk Scheme or Mother Dairy milk. In case he is unable to maintain supplies of Delhi Milk Scheme or Mother Dairy for any reasons, he should arrange to procure from other sources supplying good quality milk. The security deposit to DMS/Mother Dairy, if any, will be paid by the caterer himself.

5. That the caterer shall not make any additions or alterations in the premises allotted to him for providing catering services.

6. That the caterer has agreed to keep the premises and its surrounding area neat, clean and tidy at all times and according to the Health/Hygienic conditions bye-laws of the Municipal Corporation of Delhi or any other government/statutory body. In the event of violation of any of the aforesaid bye-laws in and around the Canteen Kitchen/cooking area or dining hall, the caterer shall be responsible for any penalty/fine imposed by the concerned authorities.

7. That in the event of MCD, Health Department or any other government/statutory body authorities taking samples of raw material used by the caterer and those samples are not found fit/up to the mark for human consumption, the caterer shall be fully responsible for any fine/penalty imposed or legal recourse taken by such authorities.

8. That the caterer has agreed to provide sufficient number of cooks, waiters and other support staff in the kitchen and dining hall and shall take all reasonable precautions to ensure that these workers attire themselves properly while on duty and are civil, polite,

sober and honest in their dealings with the Institute's staff, students, visitors and guests. He shall also employ only those workers whose antecedents have been verified by the police and are medically fit in all respects.

9. That any employee deployed by the Caterer in the premises becomes liable for suspension or dismissal by the Institute due to his actions, disobedience or misconduct, the caterer shall accept the decision of the Institute as final and abide by such decision. In such an event, the Institute shall not in any way be liable for any claim made by the concerned employee of the caterer for wages or damages and the caterer shall keep the Institute's authorities indemnified.

10. The Institute will have the right to review the working of this contract from time to time and if at any time it is found that the caterer has failed to fulfill any of the conditions of this contract or that his working is unsatisfactory, the Institute may terminate the contract after giving the caterer three-month notice, but no such notice will be necessary if the contract is terminated on the ground of service of any undesirable commodity.

11. That the caterer will not transfer or assign any part of his interest under this contract and that this contract shall also be liable to be terminated by the death or insolvency of the caterer before the expiry of the period of this contract.

12. That it is agreed between the parties that no interest whatsoever in the premises has been assigned by the Institute to the contractor and the possession of the premises will always that of the Institute, even when the premises are in use or occupation of the caterer.

13. The Institute shall provide to the caterer necessary equipments, furniture & fixtures, cutlery as per attached Annexure and he shall maintain them in good condition. He shall be responsible for their maintenance.

14. The caterer shall provide all other implements for running the canteen like crockery, cutlery, table linen, flower pots, livery or the Canteen Staff and these shall be of good quality and standard.

15. ISTM will provide Gas connections and the caterer shall be required to procure gas refills in sufficient quantity for cooking purposes at their cost. The cooking equipments shall be provided in working condition by the Institute. However, subsequently operational expenses will be borne by the caterer. The caterer shall be responsible for any loss/theft of the gas cylinders and other equipment provided to the agency by the Institute.

16. The caterer shall also be responsible for the upkeep of equipments provided by the Institute. In case of any damage to the furniture and equipments (list attached) by any person, he will immediately inform in writing the concerned authorities of the Institute for recovery of such losses/damages from the defaulters, failing which the caterer shall himself be liable to pay the cost as decided by the Institute.

17. All the equipments, furniture/fixtures, including gas and electrical installation of the Canteen kitchen/dining hall shall be given to the Contractor in good working condition. These will be used carefully & cautiously by his employees. The repairs up to the cost of Rs. 1,000/- of the gas and electrical appliances will have to be got done by the Contractor at his own cost.

18. That the Caterer shall maintain a Suggestion Book for recording suggestions for improvement of Canteen Services. Such suggestions, as approved by the Institute's authorities, shall be forthwith acted upon. The suggestion book shall be kept open for inspection by the Institute's designated authorities.

In witness whereof the parties have put their hands to this agreement on the day aforesaid.

Signed and delivered by:

Countersigned:

On behalf of ISTM

On behalf of the Contract Agency

Witness

In the presence of

In the presence of

1. \_\_\_\_\_

1. \_\_\_\_\_

(Name & Designation of the Witness)

(Name & Designation of the Witness)

2. \_\_\_\_\_

2. \_\_\_\_\_

(Name & Designation of the Witness  
& date)

(Name & Designation of the Witness  
& date)