



NATIONAL PHYSICAL LABORATORY
(Council of Scientific & Industrial Research)
DR. K.S. KRISHNAN MARG,
NEW DELHI – 110 012



TENDER DOCUMENT

Name of Work : Job Contract for Providing Catering Services at NPL Guest House & Jamun Court Café at NPL

Sale of Tenders from: 26/2/2013 to 18/3/2013
Last date of Submission of Tender: 19/3/2013 (2:30 PM)
Due Date of Opening of Tender: 19/3/2013 (3:00 PM)

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Note: Tenderer should confirm receipt of all the pages (total 21 pages) of this tender document. All the pages issued, are to be returned along with the requisite documents (photocopies to be self attested by the tenderer), duly signed and stamped by the tenderer, while submitting tender.

Tender issued to: _____

Tender Fee of Rs.500/- paid vide Demand Draft No. _____ dated _____
issued by _____ Bank.

**SIGNATURE OF THE OFFICER
ISSUING TENDER**

Earnest Money Deposit of Rs.25,000/- paid vide
Demand Draft No. _____ dated _____
issued by _____ Bank.

In case, the tender document is downloaded from our website, the tender fee of Rs.500/- should be paid through a separate demand draft and enclosed with the quotation

Press Advertisement



NATIONAL PHYSICAL LABORATORY
(Council of Scientific & Industrial Research)



DR. K.S. KRISHNAN MARG,
NEW DELHI – 110 012

NOTICE INVITING TENDER, No. 2/2013 (Gen.)

On behalf of the Director, NPL, tenders are invited for the following work:-

Name of Work	Tender Cost	Earnest Money	Contract Period
Job Contract for providing catering services at NPL Guest House & Jamun Court Café at NPL	Rs.500/-	Rs.25,000/-	24 months

Sale of tenders : **From 26/2/2013 to 18/3/2013**

Last date for submission of duly filled up tenders : **19/3/2013 upto 2:30 PM**

Date and time of opening of tenders : **19/3/2013 at 3:00 PM**

For other details and complete tender document, NPL's website <http://www.nplindia.org> may be referred to/visited.

Controller of Administration



NATIONAL PHYSICAL LABORATORY
(Council of Scientific & Industrial Research)
DR. K.S. KRISHNAN MARG,
NEW DELHI – 110 012



**NOTICE INVITING TENDER FOR JOB CONTRACT FOR PROVIDING
CATERING SERVICES AT NPL GUEST HOUSE AND JAMUN COURT CAFE**

Director, NPL invites sealed tenders in the prescribed format from full time catering service providers possessing valid registration and license under the relevant statutes including the Contract Labour (Regulation & Abolition) Act, 1970; ESI Act 1948 and EPF Act 1952, for providing Catering Services at NPL Guest House and Jamun Court Café for a period of two years. Contractors having experience of rendering Catering Services for a period of two years and with one running contract of catering to at least 50 persons in the Guest Houses/Hostels/Training Institutes.

Interested agencies fulfilling the above criteria may obtain the detailed tender document containing the terms & conditions, from the Section Officer, General Section, Room No. 222, Main Building by submitting a written request on their letter head against submission of a non-refundable Demand Draft of Rs.500/- (Rs. Five Hundred only) drawn on any Bank in favour of "The Director, NPL", payable at New Delhi. In case, the tender document is downloaded from our website, the tender fee of Rs.500/- should be paid through a separate demand draft and enclosed with the quotation.

The tenders, complete in all respects as per the instructions given in the detailed tender document, may be submitted along with the Earnest Money Deposit of Rs.25,000/- (in the form of demand draft only) in a sealed cover addressed to The Director, National Physical Laboratory, Dr. K.S. Krishnan Marg, New Delhi – 110012 upto 2:30 PM on 19/3/2013. The tenders will be opened on the same day at 3:00 PM. The tenders received without Tender Fee and/or EMD shall be summarily rejected. Offers by Fax/e-mail/Telegram will also be summarily rejected.

Director, NPL reserves the right with himself to reject any or all the offers received without assigning any reason thereof.

This NIT and tender document are available on NPL website <http://www.nplindia.org> also.

Controller of Administration

Scope of Work and related Specific Conditions

1. Catering services at NPL Guest House & Jamun Court Cafe

- 1.1 The Contractor shall provide catering services as per the following menu(s) in the dining hall of the Guest House and at Jamun Court Café:

MENU FOR NPL GUEST HOUSE

Sl.	Items
1.	Bed Tea
2.	Breakfast
	(a) Corn Flakes with Milk, Tea or Coffee
	(b) Two stuffed parathas with curd or Poha or Upma or Idli Samber
	OR
	Bread Toast (4 pieces with Butter and Jam) or Omelet of two eggs
3.	Ordinary Lunch/Dinner (Vegetarian)
	Roti/Chapati, Rice, Dal, Two Subzies (one dry + one with curry), Curd/Raita, Papad, Pickle, Salad and Sweet Dish
4.	Ordinary Lunch/Dinner (Non-Vegetarian)
	All the items of Vegetarian Ordinary Lunch with Two pieces of Chicken or Mutton
5.	Special Lunch/Dinner (Vegetarian)
	Soup, Roti, Rice Pulao, Paneer Item, Dal, Two Subzies (one dry + One with curry), Raita, Papad, Pickle, Salad, Ice Cream or Sweet dish
6.	Special Lunch/Dinner (Non-Vegetarian)
	All the items of Special Lunch with Chicken/Mutton/ Fish (any one item)
7.	Evening Tea with Biscuits
8.	Soft Drinks
9.	Mineral Water
10.	Only Tea at any time
11.	Only Coffee at any time

MENU FOR JAMUN COURT CAFE

S. No.	Items
1	Tea
2	Coffee
3	Noodles
4	Patties (Standard Size)
5	Sandwich (Standard Size)

6	Omelete with two bread slices (should be available till 5:00 PM)
7	Paneer Kulcha
8	Pizza Sandwich
9	Tomato Soup
10	Cold Drink (Not more than MRP)
11	Any packed items (Not more than MRP)
12	Additional items, please specify

At Guest House buffet lunch/dinner will be served. The Contractor shall ensure requisite quantity and efficient service in its dining hall. Payment for the catering services at both the places will be made directly by the guests/consumers to the Contractor against proper receipts. For rendering catering services to NPL and NPL's official guests, the Contractor will raise monthly bills.

- 1.2 The normal timings of catering services at Guest House & Jamun Court Café are as under:

NPL GUEST HOUSE

Bed Tea	06:00 AM to 07:00 AM	In Rooms
Breakfast	08:00 AM to 09:00 AM	In the dining hall of the Guest House
Lunch	01:00 PM to 02:00 PM	
Dinner	08:00 PM to 09:30 PM	
Tea/Coffee	Any time	

JAMUN COURT CAFÉ

10:00 AM to 08:00 PM (Monday to Saturday) (All gazetted holidays and Sundays will be off days) The timings of Jamun Court Café could be revised on need basis.
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- 1.3 **The Contractor will provide his own staff for catering/serving purpose in the Guest House and Jamun Court Café.**
- 1.4 The Contractor will take charge of the capital items, kitchen, dining hall and rooms electrical gadgets as available in the Guest House/Jamun Court Café by acknowledging the inventory handed over to him. Except natural wear and tear, the contractor will be responsible for their theft/damages/loss etc. These are to be returned back to NPL after the contract is over.
- 1.5 The Contractor will have to bring his own kitchen utensils, Bone China crockery and glassware etc. These shall be well maintained. Old/used and crockery in un-healthy state shall be not used. The Contractor will be provided free electricity and water in the Guest House and Kitchen. Gas connection with empty cylinders will also be provided by NPL. Cost of refilling of cylinders shall have to be borne by the Contractor himself. As the Contractor will be provided furniture and kitchen equipment at Guest

House in proper working condition by NPL, he is expected to maintain it properly. If at any time, it is observed that the equipment are not properly maintained, NPL will get them repaired/maintained at the cost of Contractor by making suitable deductions out of his bills. The major maintenance of the equipment will however be borne by NPL. The Contractor shall be liable to bear any willful loss or damage to NPL property.

- 1.6 The Contractor shall provide good quality paper napkins during serving of meals.
- 1.7 No stale or left over food will be served to the guests/consumers.
- 1.8 The Contractor is expected to use good quality and standard brands of cooking oils and Agmark masalas. He is also expected to use groceries (provisions) of standard quality. He may note that only fresh vegetables will be used and served.
- 1.9 The Contractor shall ensure that the kitchen, its surroundings and service tables at both the places are kept in neat and clean conditions. Utensils shall be cleaned using hot water and proper liquid detergents.
- 1.10 The staff deployed by the contractor in the kitchens should be medically fit with proper background checks and their fitness certificates must be submitted to NPL. The Contractor shall withdraw his staff with any contagious disease immediately.
- 1.12 The raw material, semi-cooked and cooked food shall be held/kept under total hygienic conditions by the Contractor as per food laws. LPG will be used as cooking fuel and shall not be substituted with any other fuel viz. wood/coal, except for tandoor. Cooking should be done in the most hygienic manner and to the satisfaction of Officer-In-charge, NPL Guest House and Officers designated for Jamun Court Café, if any.
- 1.13 Contractor shall not use cracked, chipped and stained crockery. The Contractor shall replace all chipped, cracked, stained and broken crockery items immediately at his own cost.
- 1.14 Liquor and tobacco or other intoxicants will not be served to the guests/consumers at both the places.
- 1.15 A suggestion register shall be kept at both the Guest House & the Jamun Court Café for registering suggestions with regard to all/any aspect of the food including services provided by the Contractor and the Contractor shall take appropriate remedial steps in this regard under intimation to NPL.
- 1.16 Director, NPL reserves the right to test/have tested from certified agency any time at the cost of Contractor the raw materials used for break-fasts, lunches, dinner tea/coffee etc. and the items served at Jamun Court Café. Financial losses and other damages caused to NPL/CSIR on account of substandard food served at both the places are liable to be recovered from the Contractor in an appropriate manner. The designated officials of NPL are entitled to inspect the premises at any time to ensure its bona-fide use, hygiene and cleanliness and quality of the ingredients used.

1.17 Rent – NPL will charge a rent of Rs.1,000/- (Rupees One Thousand Only) per month for Jamun Court Café from the Contractor. However, the Contractor will not be charged for electricity and water consumption. He will therefore, maintain/run his own fridge, tea/coffee vending machine, juicer and microwave oven only. Heater or any other electrical gadgets/appliances will not be allowed to be used.

Instructions to Tenderers and General terms & conditions of the Job Contract

1. General

- 1.1 The Council of Scientific & Industrial Research (CSIR) is a premier public funded research & development organization in the country (refer website <http://www.csir.res.in>). National Physical Laboratory, New Delhi (refer website <http://www.nplindia.org>) is a constituent laboratory of CSIR and is engaged in basic and applied research in the fields of Physics. NPL is the custodian of national standards of India. NPL Guest House has 20 ordinary rooms and 04 VIP rooms, i.e. 24 rooms in total. All rooms are air-conditioned with double beds. Average occupancy of rooms at guest house is 50%. However, there is no guarantee/commitment for any minimum business.
- 1.2 Sealed tenders with proper identifications, are invited from eligible Tenderers by Director, NPL, New Delhi on behalf of CSIR for "Job Contract for Providing Catering Services at NPL Guest House and Jamun Court Cafe".
- 1.3 The duration of the contract is for a period of two years from the date of commencement of work after award of work.
- 1.4 Director, NPL reserves the right to terminate the contract in part or in full at any time with one month's notice without assigning any reason thereof.
- 1.5 If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Performance Security shall be forfeited without any claim whatsoever. In any such event, the Contractor will also be liable to action as appropriate under the extant laws.

2. Issue of Tender Document - The tender document can be obtained from the Section Officer, General Section, Room No. 222, Main Building by submitting a written request on the letter head against submission of a non-refundable Demand Draft of Rs.500/- (Rupees Five Hundred only) drawn on any Bank in favour of "The Director, NPL", payable at New Delhi during all working days between 10:00 AM to 05:00 PM up to 18/3/2013. In case, the tender document is downloaded from the website of NPL, the tender fee of Rs.500/- should be paid through a separate demand draft and enclosed with the quotation. The tenders received without Tender Fee shall be summarily rejected.

3. Submission of Tender - The tender should be submitted in a sealed outer envelope marked on top "**Tender for Job Contract for Providing Catering Services at NPL Guest House and Jamun Court Cafe**". The Tenderer should mention his name and address at the bottom of the cover on the left side. The complete sealed tender addressed to The Director, National Physical Laboratory, Dr. K.S. Krishnan Marg, New Delhi – 110 012 should be submitted in the R&I Section of the laboratory till 19/3/2013 up to 2:30 PM. NPL will not be responsible if the Tenders are delivered elsewhere or are not delivered on time due to postal or any other delays. Tenders received after due date/time will be returned back in an unopened condition. Incomplete, conditional or tenders received through fax/e-mail or telegraphic tenders will be rejected summarily.

4. Precautions while filling the Tenders - The tenderers while filling the tenders should take care of the following:-

- 4.1 Before tendering, the tenderer must go through the entire tender document and visit NPL Guest House and Jamun Court Café to acquaint and satisfy himself about the conditions prevalent there. No claim on this account shall be entertained by NPL under any circumstances subsequently.
- 4.2 The envelope must have all the essential documents failing which the tender will be deemed as non-responsive and will be disqualified from bidding process. Photocopies of all documents attached with the tender should be self attested by the tenderer.
- 4.3 The rates should be quoted both in words and figures. The rates should be inclusive of all applicable charges. NPL holds no liability to increase the rates after their acceptance due to any reason whatsoever.
- 4.5 All over writings/corrections should be duly signed by the tenderer.
5. **Opening of Tenders** - The tenders be opened on 19/3/2013 at 3:00 PM in General Section, Room No. 222, Main Building in the presence of Tenderers or their authorized representative(s) who wish to be present.
6. **Earnest Money Deposit**
- 6.1 Each tender must be accompanied with an Earnest Money (EMD) in the form of a demand draft of Rs.25,000/- (Rupees Twenty Five Thousand only) drawn on any Bank in favour of "The Director, NPL" payable at New Delhi. EMD will not be accepted in any other form. The demand draft of the earnest money must be attached with the tender. At the back of the demand draft, the name of the Tenderer should be clearly written with the caption "Job Contract for Providing Catering Services at NPL Guest House and Jamun Court Cafe". Tenders submitted without EMD shall not be considered.
- 6.2 **The earnest money will be forfeited**
- 6.2.1 If the Tenderer withdraws his tender during the validity period.
- 6.2.2 If the successful Tenderer fails to:
- (a) Sign the contract or to furnish the performance security in accordance with general terms and conditions of contract.
 - (b) Comply with the terms and conditions of the agreement.
 - (c) Comply with the rules and regulations set forth by Govt. and applicable to this Job Contract.
- 6.3 Return/refund of EMD to the unsuccessful/non-responsive Tenderers will be made normally within 30 days after the successful award of tender. No interest shall be payable on it under any circumstances.
7. **Validity of Tender** - The Tenders shall remain valid for a period of four months from the date of opening of the tender. Validity after this period will be as per the mutual consent of the tenderer and NPL.
8. **Acceptance of Tender:**
- 8.1 Director, NPL is not bound to accept the lowest tender. He also reserves the right to award the work to more than one Contractors depending upon urgency and requirement.
- 8.2 Director, NPL reserves the rights to accept one or more Tenders in part or in full or reject any or all Tenders in part or full without assigning any reasons thereof.

8.3 Director, NPL reserves the right to disqualify such Tenderers that have a record of not meeting the contractual obligations against earlier contracts entered into with CSIR or with any Central or state Government agencies.

9. **Award of Tender**

9.1 NPL will award the contract to the successful evaluated bidder whose bid has been found to be responsive enough and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

9.2 NPL will communicate to the successful bidder by letter delivered through “**Registered Post/Speed-post/By hand**” that his bid has been accepted. This letter (hereafter and in the condition of contract called the “Award Letter”) shall prescribe the amount or rates which are payable to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

10.0 **Performance Security**

10.1 The successful Tenderer shall be required to furnish a performance security of Rs.25,000/- (Rupees Twenty Five Thousand Only) within fifteen days after receipt of Award Letter in the form of a Bank Guarantee/FDR from any Bank in favour of “The Director, NPL” and valid for a period of 30 months from the date of start of work.

10.2 The performance security in the form of a Bank Guarantee/FDR shall be discharged/ returned after expiry and successful completion of the contract. In case of non-execution of the contract, in part or in full, the performance guarantee shall be forfeited, after giving due notice to the Contractor in respect of the defective/improper performance/execution or breach of any of the terms of the contract etc.

10.3 Any sum of money due or payable to the Contractor, including the performance security refundable to him under the contract, may be apportioned by NPL against any amount of loss caused/penalty imposed on the Contractor, which the Contractor may owe to NPL/CSIR under this contract or any other contract or transaction.

11. **Signing of contract** - The successful Tenderer shall present himself for signing the contract within two weeks after receipt of Award Letter from NPL. Commencement of Catering shall be made by the Contractor in accordance with the time schedule specified in the Award letter issued by NPL.

12. **Relationship with Employees** – NPL will debar parties from tendering having relatives working in NPL and/or any other unit of CSIR. A non-relationship certificate at Annexure C is required to be submitted.

NB: A person shall be deemed to be a relative of another if, (a) they are members of a Hindu undivided family; or (b) they are husband and wife, or (c) the one is related to the other in the following manner; father, mother (including step mother), son (including step son), son’s son, son’s son’s wife, son’s daughter, son’s daughter’s son, wife, daughter’s daughter, daughter’s daughter’s husband, brother (including step brother), brother’s wife, sister (including step sister), sister’s husband.

13. The successful tenderer shall provide to NPL the list having names, date of birth, qualification and experience details of the staff to be deployed at NPL. All these should be medically fit. All staff deployed by the Contractor shall have Plastic/Laminated photo identity cards issued by the Contractor and duly verified by NPL so that entry is

restricted to only legitimate persons to NPL premises. The police verification for such staff shall be done before deployment in the Centre. Any worker found without identity card will not be permitted to enter the premises. The staff will always display the I Card on person. The staff will always be in a neat and clean uniform.

14. The Contractor shall have a valid license/registration to run catering services. Any site license, if required from local authorities/bodies will have to be obtained by the Contractor at his own cost. The Contractor shall obtain a valid labour license under the Contract Labour (R&A) Act, 1970 and the Contract Labour (R&A) Central Rules, 1971. He shall continue to have a valid license until the completion of work. The Contractor shall also comply with the provisions of the Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923 etc. or the modifications thereof or any other laws relating there to and the rules made there under from time to time. The Contractor is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits and risks in relation to employees to be engaged by him. The Contractor shall maintain all the statutory registers required under labour laws. The Contractor shall also produce these records on demand by NPL authority. If he fails to do so, it will be treated as breach of the contract and NPL may cancel the contract without prejudice to any other action under the law and contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation or provisions of the Acts mentioned above or mentioned elsewhere in the tender document.
15. The service of the workers deployed is required on all days during the calendar year irrespective of holidays and they should be prepared to work in shifts as indicated earlier. Contractor shall arrange deployment of sufficient staff/leave reserves to attend to the work as aforesaid and as and when required in the exigencies of work. The Contractor shall not employ any staff for more than 08 Hours a day. Each shift will be of 08 Hours only. Further, the Contractor shall deploy his staff in such a way that they get weekly rest. The working hours/leave, for which the work is taken from them, do not violate the relevant provisions of Shops and Establishment Act or any other applicable Act/Law.
16. The Contractor shall have the legal status of an independent Contractor. The Contractor and his staff or any person deployed by the Contractor in the performance of the services under the present job contract shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer or employee between the said persons and the CSIR/NPL shall accrue/arise implicitly or explicitly.
17. Internal organizational problems of the Contractor and the deployed staff will be resolved by the Contractor at his own end without disturbing the peace & tranquility and involvement of the Guest House. Occurrence of such incident(s) will lead to termination of the Contract along with forfeiting of Contract along with EMD.
18. The Contractor (including his staff) shall daily report to Officer-in-charge, NPL Guest House to supervise the work under the contract and take instructions from him for the assignments. They will work under the overall supervision of Officer-in-charge, NPL Guest House.
19. The Contractor shall not lease or sub-contract the whole or any part of the contract to anybody. Such act will lead to cancellation of Contract along with forfeiture of EMD.
20. The Contractor will have to arrange accommodation for his staff. In any case, NPL will not provide the accommodation.

21. Electricity and power for non-cooking purposes and water will be provided by NPL at the premises. However, contractor shall be responsible to ensure that there is no undue wastage of power & water by his staff or even by others such as NPL staff etc. and shall bring any such misuse or wastage to notice of NPL authorities.
22. The contractor or his workers shall not misuse the NPL Guest House or Jamun Court Café or NPL premises for any purpose other than for which job contract is awarded.
23. Sufficient sets of Uniforms to the deployed workers, as approved by NPL authority would be provided by the contractor so that the workers are always in neat and tidy uniforms.
24. For the catering services rendered to NPL and NPL's official guests, the Contractor will raise monthly bills. Income Tax and other statutory levies as applicable from time to time will be deducted from the bills of the Contractor. Guests will make payments directly to the Contractor against proper receipt.
25. In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter, the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration by the Director General, Council of Scientific & Industrial Research, or an Arbitrator appointed by him specifically for resolution of dispute / difference under this contract. The arbitration shall be conducted under the Indian Arbitration and Conciliation Act 1996 and any amendments thereof.
26. **Safety Regulations** – The Contractor shall be responsible to take all precautions to ensure the safety of all the equipment, persons, public & property.
27. The Contractor shall have the legal status of an independent Contractor, Neither the Contractor nor its staff members, nor any person deployed by the Contractor or its agents for, or within the framework of, the performance of the services under the present contract shall be considered in any way as being employee of NPL/CSIR,
28. NPL shall neither accept any liability, explicit or implicit, nor any financial or other consequences arising from, sickness, injury, damages or death of the personnel of the Contractor, of the staff members of any sub-contractor or agent or of any person performing on their behalf any work under the present contract, including the time spent in travel or for any damages which may arise by reason of neglect or default.
29. **In case of death of the Contractor** – Without prejudice to any of the rights or remedies under this contract, if the contractor dies, NPL shall have the option of terminating the contract without compensation to the legal or other heirs of the Contractor.
30. **Payment Terms:**
 - 30.1 Contractor shall take payment from guests staying on payment basis in the guest house and from the consumers at Jamun Court Cafe.
 - 30.2 Income Tax and other statutory levies as applicable from time to time will be deducted from the bills of the Contractor.
 - 30.3 Contractor cannot claim any damage due to loss whatsoever incurred due to unforeseen reasons, which are beyond the control of NPL.

- 30.4 In case of any delay in processing of the bills, the contractor would be required to ensure the payment of its workers as per statutory labour laws and there should be no linkage between this payment and settlement of the contractor's bill from NPL.
31. **Deductions** – In case the Contractor fails to execute/perform the assigned works or a part thereof, NPL shall be authorized to make suitable deductions as deemed fit by NPL from the bills of the Contractor and damages shall be charged to the extent of loss incurred by NPL. The decision of NPL shall be final and binding on the Contractor.
- 32. Criteria for selection of the Vendor for NPL Guest House and Jamun Court Cafe:**
- 32.1 All the received tenders will be evaluated by a duly constituted Committee. Proven quality of services will be a major criterion for selection.
- 32.2 Director, NPL is not bound to accept the lowest tender. He reserves right to reject any or all the tender/quotations without assigning any reason thereof.
- 32.3 For evaluation of the bids for Guest House, rates of Tea, Coffee, Breakfast and Ordinary Lunch/Dinner (Veg) (S. No. 1 to 3 of the Menu) will be consolidated to find out the cost per day per person.
- 32.4 For evaluation of bids for Jamun Court Café, rates of all items (except for Sl. Nos. 10, 11 & 12) of the bid will be taken into consideration.
- 32.5 The Committee may visit the establishment (s) where the Contractor is providing Catering Services to assess the quality, quantity, presentation, infrastructure and his overall performance for finalizing the tender on quality basis.



**NATIONAL PHYSICAL LABORTORY
(Council of Scientific & Industrial Research)
DR. K.S. KRISHNAN MARG,
NEW DELHI – 110 012**



Name of the work : **Job Contract for Providing Catering Services at NPL Guest House and Jamun Court Cafe**

DETAILED STATUS OF THE FIRM

1. Name of the firm _____
(Please attach Company profile)
2. License to run Catering Services _____
(Attach copy)
3. Labour License No. _____
(Under Contract Labour Act, 1970 attach copy)
4. Valid upto _____
5. EPF Registration No. _____
(Attach copy)
6. ESIC Registration No. _____
(Attach copy)
7. Service Tax Regn. No. _____
(Attach copy)
8. PAN No. _____
(Attach copy)
9. Award letters and performance certificates issued by the organizations where the contractor has rendered or is rendering similar services for the past two years _____
(Attach copies)
10. Any other document considered necessary, please specify _____
(Attach copies)
11. RTGS Details _____

SIGNATURE AND STAMP OF THE TENDERER

Note: Photocopies of all the documents attached with the tender should be self attested by the tenderer.

ANNEXURE B

(On a Non-judicial Stamp Paper of Rs.100/-)

AGREEMENT FOR JOB CONTRACT FOR PROVIDING CATERING SERVICES AT NPL GUEST HOUSE AND JAMUN COURT CAFE

This AGREEMENT made on this _____ day of _____ 2013 between the COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, a Society registered under the Societies Registration Act, 1860 and having its office at Anusandhan Bhawan, 2, Rafi Marg, New Delhi (hereinafter referred to as CSIR) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assignees of the ONE PART.

And

M/s. _____
(hereinafter referred to as the Contractor) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assignees the OTHER PART.

WHEREAS the CSIR is desirous of giving a job contract for providing catering services at Guest House and Jamun Court Café of National Physical Laboratory (NPL), Dr. K. S. Krishnan Marg, New Delhi – 110 012 which is a constituent unit of CSIR (hereinafter referred to as Lab.) and whereas the Contractor has agreed to provide the aforesaid Services as per terms and conditions hereinafter stated and on the rates submitted vide tender dated _____.

WHEREAS CSIR/NPL has agreed to award the job contract for providing catering services at NPL Guest House and Jamun Court Café to the Contractor.

And whereas the contractor has agreed to furnish to the CSIR/NPL a performance security of Rs.25,000/- (Rupees Twenty Five Thousand Only) by way of Bank Guarantee/FDR No. _____ dated _____ issued by _____ Bank.

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed it as under:

A. General Terms & Conditions

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the CSIR/NPL shall accrue/arise implicitly or explicitly.
2. The Contract will be valid for a period of two years.
3. The Contractor will be responsible to comply with the provisions of the labour and food laws issued by Government from time to time. He will keep the kitchens and dining hall in neat and clean conditions and the eatable must be prepared under hygienic conditions.
4. The kitchen and service staff to be deployed by the contractor shall be medically examined at his own cost from a Govt. Hospital and also get their character and antecedents verified from the appropriate authority.

5. The Contractor will provide neat and clean uniform to his staff on duty and will ensure that they conduct themselves with guest and staff of the Guest House and Jamun Court Cafe in courteous and decent manner.
6. The Contractor will be fully responsible for upkeep and safety of all the articles entrusted to him for operation of the Guest House and Jamun Court Cafe. Any loss or damage to these articles will be made good by the Contractor.
7. For preparation of food items, only branded refined oil of good quality will be used.
8. The staff of contractor will work under the supervision of In-charge, NPL Guest House for Guest House and under the designated officer, if any, for Jamun Court Cafe, New Delhi – 110012.
9. Director, NPL reserves the right with himself to terminate the contract on any ground/complaint at any time without any notice.
10. The tender dated _____ submitted by the Contractor and NPL Award letter No. _____ dated _____ form an integral part of this agreement in total.

B. Contractor's Obligations:

1. That the contractor shall provide Catering Service as and when required as per the Scope of Work and related specific conditions and rates in consultation with the Director, NPL or his authorized representative located at NPL Guest House, New Delhi – 110012.
2. That the contractor shall at his own cost take necessary insurance cover in respect of the aforesaid services rendered to CSIR/NPL and shall comply with the statutory provisions of labour and food laws issued by the Government from time to time and shall further keep the CSIR/NPL indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the CSIR/NPL shall be entitled to recover any of the such losses of expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the Contractor's monthly payments.
3. That the Contractor shall submit the proof of having deposited any statutory payments/taxes for providing the aforesaid service in NPL Guest House before submitting the bill for the subsequent month.
4. The contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR/NPL.
5. That the Contractor shall ensure that the persons engaged by him for providing the catering service are deployed in such a way that they get weekly rest. The working hours/leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation Abolition) Act, 1970 as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the said

regulations and rules which is materially incorrect, they shall without prejudice to any other liability pay to the Director, NPL a sum as they may be claimed by CSIR/NPL.

C. INDEMNIFICATION

1. That the contractor shall keep the CSIR/NPL indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case, CSIR/NPL is made party and is supposed to contest the case, the CSIR/NPL will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses, which shall be paid in advance by the contractor to CSIR/NPL on demand. Further, the contractor will ensure that no financial or any other liability comes on CSIR/NPL in this respect of any nature whatsoever and shall keep CSIR/NPL indemnified in this respect.
2. That contractor shall further keep the CSIR/NPL indemnified against any loss to the CSIR/NPL property and assets. The CSIR/NPL shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

D. PENALTIES/LIABILITIES

1. That the contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at their risk and cost.
2. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or the services are not to the entire satisfaction of officer authorized by the Director, NPL in this behalf, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.
3. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage if any, sustained by the CSIR/NPL on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.

E. COMMENCEMENT AND TERMINATION

1. That this Agreement shall come into force w.e.f _____ and shall remain in force for a period of one year i.e. upto _____. The Agreement may be extended on such terms and conditions as are mutually agreed upon.
2. That this Agreement may be terminated on any of the following contingencies:-
 - (a) on expiry of the agreement period as stated above.
 - (b) by giving one month's notice by CSIR/NPL on account of:
 - (i) breaching any of the terms and conditions of this Agreement by the Contractor
 - (ii) assigning the contract or any part thereof to any sub-contractor without written permission of the CSIR/NPL by the Contractor
 - (c) on Contractor's being declared insolvent by competent court of law.

During the notice period, the Contractor shall keep on discharging his duties as before till the expiry of the notice period.

It shall be duty of the Contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature for CSIR/NPL.

F. ARBITRATION

1. In the event of any question, dispute/difference arising under the Agreement or in connection herewith (except as to matters, the decision of which is specially provided under this Agreement) the same shall be referred to the sole arbitration to DG, CSIR or his nominee.
2. The award of the Arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director General, CSIR shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. The expression Director General, CSIR shall mean and include an acting/officiating Director General.
4. The Arbitrator may give interim award(s) and/or directions, as may be required.
5. Subject to the aforesaid provisions, the Arbitration and conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

For and on behalf of Contractor

Anusandhan Bhawan, 2, Rafi Marg,

For and on behalf of
Council of Scientific & Industrial Research

New Delhi – 110001

WITNESSES

1.

2.

ANNEXURE C

Participation of near relatives of employee in the tender/execution of works in units

I, _____ S/o _____ R/o _____

_____ hereby certify that none of my relative (s) as mentioned in clause No. 12 of the tender document is/are employed in NPL/CSIR as per details given in tender document. In case at any stage, if it is found that the information given by me is false/incorrect, NPL/CSIR shall have the absolute right to take any action as deemed fit without any prior intimation to me.

SIGNATURE AND STAMP OF THE TENDERER

FORMAT OF BID FOR NPL GUEST HOUSE

NATIONAL PHYSICAL LABORATORY
(Council of Scientific & Industrial Research)



DR. K.S. KRISHNAN MARG,

NEW DELHI – 110 012

(Rates should be quoted in both words and figures)

Sl.	Items	Rate
1.	Bed Tea	
2.	Breakfast	
	(a) Corn Flakes with Milk, Tea or Coffee	
	(b) Two stuffed parathas with curd or Poha or Upma or Idli Samber	
	OR	
	Bread Toast (4 pieces with Butter and Jam)/Omelet of two eggs	
3.	Ordinary Lunch/Dinner (Vegetarian)	
	Roti/Chapati, Rice, Dal, Two Subzies (one dry + one with curry), Curd/Raita, Papad, Pickle, Salad and Sweet Dish	
4.	Ordinary Lunch/Dinner (Non-Vegetarian)	
	All the items of Vegetarian Ordinary Lunch with Two pieces of Chicken or Mutton	
5.	Special Lunch/Dinner (Vegetarian)	
	Soup, Roti, Rice Pulao, Paneer Item, Dal, Two Subzies (one dry + One with curry), Raita, Papad, Pickle, Salad, Ice Cream or Sweet dish	
6.	Special Lunch/Dinner (Non-Vegetarian)	
	All the items of Special Lunch with Chicken/Mutton/ Fish (any one item)	
7.	Evening Tea with Biscuits	
8.	Soft Drinks	
9.	Mineral Water	
10.	Only Tea at any time	
11.	Only Coffee at any time	

SIGNATURE AND STAMP OF THE TENDERER

FORMAT OF BID FOR JAMUN COURT CAFE

NATIONAL PHYSICAL LABORATORY
(Council of Scientific & Industrial Research)



DR. K.S. KRISHNAN MARG,

NEW DELHI – 110 012

(Rates should be quoted in both words and figures)

S. No.	Items	Rates in figure	Rates in words
1	Tea		
2	Coffee		
3	Noodles		
4	Patties (Standard Size)		
5	Sandwich (Standard Size)		
6	Omelete with two bread slices		
7	Paneer Kulcha		
8	Pizza Sandwich		
9	Tomato Soup		
10	Cold Drink (Not more than MRP)		
11	Any packed items (Not more than MRP)		
12	Additional items, if any		
	Total		

SIGNATURE AND STAMP OF THE TENDERER