



Advertisement appeared in the Hindustan Times and Times of India; Delhi NCR Edition of 23-01-2019.

The Bid Document is enclosed.

In case of any clarification, Shri Mohit Dutt can be contacted at Mobile No. 09953912660.

**Bid Document
for Providing
Catering Services
at
NIESBUD Campus,
NOIDA**



उद्यमी लभते सिद्ध्यम्
niesbud

**THE NATIONAL INSTITUTE FOR ENTREPRENEURSHIP
AND SMALL BUSINESS DEVELOPMENT (NIESBUD)**

A-23, SECTOR-62, NOIDA – 201 309

SCHEDULE OF FINALISATION OF BIDS*

- Uploading and Downloading of the Bid Document : 23-01-2019
- Pre-bid Meeting : 31-01-2019 (1500 Hrs.)
- Uploading of Clarifications, **if any** : 01-02-2019
- On-line Bid Submission (*Close*) : 15-02-2019 (1700 Hrs.)
- Opening of Technical Bids (*On-line*) : 19-02-2019 (1100 Hrs.)
- Uploading Results of Technical Bids : 25-02-2019 (1100 Hrs.)
- Opening of Financial Bids : 26-02-2019 (1100 Hrs.)
- Uploading details of Successful Bidder : 04-03-2019
- Issue of Letter of Award : 07-03-2019
- Deposit of Bank Guarantee
(*Performance Guarantee*) : 15-03-2019
- Execution of the Agreement : 22-03-2019
- Commencement of the Services : 01-05-2019

* *The indicated timelines are estimated and may be subject to change.*

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DISCLAIMER

All informations contained in the Bid Document, to be subsequently provided / clarified are in good faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

NIESBUD, NOIDA reserves the right to cancel the Bids and / or invite afresh with or without amendments to the Bid Document, without liability or any obligation for such Bid Documents and without assigning any reason.

SECTION - I
ABRIDGED ADVERTISEMENT



Invitation of On-line Bids for Catering Services

Tender ID : NIESBUD/PPP/01/2018-19

NIESBUD, an autonomous body under the administrative control of the Ministry of Skill Development and Entrepreneurship, Government of India, engaged in activities aimed at entrepreneurship development in the country, invites **On-line** bids from competent and eligible agencies for providing Catering Services valuing more than Rs. 75 lakh per annum for residential and non-residential participants, at its above Campus.

The bids are to be submitted **On-line** only at <http://eprocure.gov.in/eprocure/app>

The details of the Services, Eligibility Conditions, Procedure of Bidding etc. are also available at the Institutes Website.

Director (Outreach, Research & Advocacy)

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SECTION - II GENERAL TERMS AND CONDITIONS

1.0 BROAD SCOPE OF SERVICES

- 1.1 The Services primarily involve cooking and serving meals to the residential and non-residential participants of training activities of the Institute.
- 1.2 The Hostel of the Institute can accommodate about 100 persons at a time and the Catering Services to them start with Bed Tea and end with Dinner.
- 1.3 The international participants staying in the Hostel almost continuously between July-April are the beneficiaries availing the Fellowship Schemes of the Ministry of External Affairs, Government of India.
- 1.4 Besides, the non-residential participants are served two time Tea, morning (with snacks) and afternoon (with biscuits) and Lunch.
- 1.5 The Institute also requires serving of Special Meals including High Tea on different occasions.
- 1.6 The domestic / national participants are drawn from all over the country and thus the Vendor (successful bidder) is expected to be equipped to cook and serve Cuisines of all major States of India.

2.0 VOLUME OF SERVICES

- 2.1 The total value of the Catering Services was in excess of Rs. 75 lakh during 2017-18 including applicable taxes.
- 2.2 This is to give an idea only about the volume of the Services and the Institute does not guarantee any minimum value of the Services.
- 2.3 The Vendor shall provide the Services at the accepted rates for each Meal irrespective of the number of beneficiaries on a particular day / period.

3.0 ELIGIBILITY CONDITIONS

- 3.1 The Bidder should be in catering business of cooking (including providing all ingredients) and serving meals to a Government / Public / P.S.U. Institution/reputed training / educational / research institution and / or big private institution **including** cooking and serving meals for residential (*residents of Hostel/Guest House with a minimum capacity of 50 persons at a time*) and non-residential participants, both national and international, on regular basis, for a period of at least 05 years as on closing date of On-line Bid Submission.

- 3.2 In case a Bidder holds a 3-years' (*full-time*) Degree in Hotel Management and/or 1-year (*full-time*) Diploma in Catering Technology from a recognised Institution, the stipulated minimum period of the Catering Business shall be three years.
- 3.3 The Bidder should have an average annual turnover of Rs. 60 lakh from rendering Catering Services with at least annual turnover of Rs. 25 lakh from such Services during each of the financial years of 2015-16, 2016-17 and 2017-18.
- 3.4 A Bidder falling in Clause 3.2 should have an average annual turnover of Rs. 60 lakh from rendering Catering Services with at least annual turnover of Rs. 25 lakh from such Services during each of the financial years of 2016-17 and 2017-18.
- Besides, such a Bidder should also have accrued turnover of at least Rs. 25 lakh during first 09 months of 2018-19.
- 3.5 The Bidder should be registered under all the relevant Statutes/ Regulations for the purpose of hiring and managing manpower resources and should also have all the approvals etc. for the purpose of rendering Catering Services as per terms and conditions of the Bid Document.
- 3.6 The Bidder should not have been blacklisted by any public or private institution for rendering Catering Services during the last 05 years.

4.0 UNDERSTANDING SCOPE OF SERVICES

- 4.1 The Bidders, in their own interest, are advised to go through all the relevant details of the Services and deliverables expected of them before submitting the Bid.
- 4.2 While all the salient details of the Services, Deliverables etc. have been incorporated in the following Sections, the Bidders may ask for further details/clarifications in the Pre-Bid Meeting or otherwise, as they may require for understanding full import of the Services before submitting the Bid.
- 4.3 The Bidders are advised to visit the Campus to get a feel of the space, environment, physical facilities etc. in which the Services are to be rendered.

One hour prior to Pre-Bid Meeting on 31-01-2019 can be utilised for the purpose.

5.0 PERIOD OF SERVICES

- 5.1 The normal period of Services would be one year from date of their commencement.

- 5.2 However, the Institute reserves the right to extend the Agreement / Period of Services on yearly basis, for a maximum period of another 02 years on such terms and conditions as may be mutually agreed subject to satisfactory performance and conduct of the Vendor.

6.0 BID BY CONSORTIUM(S)

- 6.1 Bids by Consortium(s) shall not be accepted.

7.0 EARNEST MONEY DEPOSIT

- 7.1 The prescribed Earned Money Deposit for the Bid is Rs. 2,25,000/- to be deposited in form of Pay Order/Bank Draft drawn in favour of “**NIESBUD, NOIDA**” and upon any Nationalised Bank.
- 7.2 A scanned copy of the Pay Order/Bank Draft is to be uploaded as provided in Clause 8.0 (viii).
- 7.3 The hard copy of the Instrument shall be submitted to the Administrative Officer (I/c) of the Institute by 1700 Hrs. of 18-02-2019 i.e. the next working day of closing of On-line bid submission, failing which the Bid(s) shall not be considered at all.
- 7.4 A Bidder shall be exempt from payment of the EMD as per the prescribed Guidelines of the Ministry of Micro, Small and Medium Enterprises (MSME).

Such a Bidder, shall, however, bring original copy of the Registration Certificate and other documents entitling exemption from deposit of EMD, for verification to the Administrative Officer (I/c) by 1700 Hrs. of 18-02-2019 failing which such a Bid shall not be considered at all.

- 7.5 The EMD of the Bidders which are not pre-qualified will be returned within 15 days of decision on the pre-qualification of the Bids and in case of pre-qualified Bidders within 15 days of Award of the Services.
- 7.6 No interest shall be payable on the EMD.
- 7.7 The EMD of the Bidders may be forfeited if :
- The concerned Bidder withdraws the Bid during the prescribed period of validity of the Rates.
 - In case of the Vender (successful bidder), if it fails to :
 - (i) Sign the Agreement on the date and time specified for the purpose.
 - (ii) Commence rendering the Services from the agreed date.

8.0 DOCUMENTS TO BE UPLOADED (ESSENTIAL)

- i) Details of the Bidder (*Form-I*).
- ii) Copy of Registration / Incorporation / Deed etc.
- iii) Copy of Experience Certificates from the existing and previous Clients so as to show that the Bidder has been in business of providing Catering Services for a continuous period of 05 years/03 years in case of a Bidder falling in Clause 3.2, on the relevant date.
- iv) Copy of audited Books of Accounts or other Documents clearly depicting annual turnover from the Catering Services for 2015-16, 2016-17 and 2017-18.

In case of a Bidder falling in Clause 3.2, the relevant years would be 2016-17 and 2017-18. However, such a Bidder shall also submit a Certificate from a qualified Chartered Accountant about accrued turnover of at least Rs. 25 lakh during first 09 months of 2018-19.

- v) Copy each of a) PAN b) GST Number c) PF and ESI Registration d) Any Registration, License or Approval for rendering the Services.
- vi) Details of previous Contracts during last 05/03 years as the case may be (*Form-II*).
- vii) Performance Certificate (*Form-III*) from two Clients : one from the existing highest Client, in terms of the Contract Value and another from the highest Client during the last 05/03 years as the case may be.
- viii) Scanned copy of Pay Order/Demand Draft of the Earnest Money Deposit of Rs. 2,25,000/- drawn on any Nationalised Bank **OR** copy of the prescribed Registration Certificate and other documents if claiming exemption from deposit of EMD as per prescribed Guidelines of the Ministry of Micro, Small and Medium Enterprises (MSME).
- ix) Scanned copy of the Affidavit, duly notarised.

9.0 PERFORMANCE GUARANTEE

- 9.1 The amount of Performance Guarantee for the Services shall be Rs. 5,00,000/-.
- 9.2 The Earnest Money Deposit of the Vendor (successful bidder) shall be converted into part of the Performance Guarantee with the balance Rs. 2,75,000/- being also deposited before signing of the Agreement.
- 9.3 However, the Performance Guarantee shall be also accepted in the form of Unconditional Bank Guarantee in favour of "NIESBUD" issued by any Nationalised Bank valid for full duration of the Agreement.

- 9.4 If the Vendor (successful bidder) wishes to submit the Performance Guarantee in the form of Unconditional Bank Guarantee for the entire amount of Rs. 5,00,000/- , then upon submission thereof, the Pay Order / Bank Draft of Rs. 2,25,000/- of Earnest Money Deposit shall be refunded to the Vendor.
- 9.5 If the Vendor (successful bidder) had been granted exemption from payment of EMD in terms of Clause 8.0 (viii), then the amount of Performance Guarantee of Rs. 5,00,000/- shall be deposited with the Institute before signing of the Agreement.
- 9.6 The Performance Guarantee shall be liable to be forfeited / enforced upon determination or recession of the Agreement as provided in Clause 18 (*Section-III*).

10.0 AMENDMENT OF BID DOCUMENT

- 10.1 At any time, prior to expiry of the prescribed period for On-line bid submission, NIESBUD may, for any reason whatsoever, modify the Bid Document through up-loading the Amendments on the CPP Portal : <http://eprocure.gov.in/eprocure/app> and the Institute's Website and may also suitably extend the time limit for submission of the Bids through placing the Extension Notification on the Website(s).
- 10.2 The Amendments thus notified will form an integral part of the Agreement.
- 10.3 The Institute even otherwise, may, in its sole discretion which will not be challenged, extend the last date for On-line bid submission.

11.0 DEVIATIONS

- 11.1 The Bidder(s) should read carefully and understand all the terms and conditions of the Bid Document. If there are certain apprehensions/ observations, the same should be clarified beforehand. The Clarifications as may be issued shall form an integral part of the Agreement.
- 11.2 No deviation(s) in the Bid Document on part of the Bidder(s), are allowed.
- 11.3 The Conditional Bids shall not be entertained.

12.0 PRE-BID MEETING

- 12.1 An attempt has been made to incorporate all relevant details of the Services etc. as may be required by the Bidders to have an idea about the Scope of the Services/Deliverables and submit the Bids accordingly.
- 12.2 A Pre-bid Meeting will be held at **1500 Hrs. on 31-01-2019** at the Institute's Campus at NOIDA.

- 12.3 All the Clarifications of general nature, as may be furnished during the Meeting shall also be up-loaded on the Website(s) and shall form an integral part of the Agreement to be signed with the Vendor (successful bidder).

13.0 MODE OF SUBMISSION OF BIDS

- 13.1 The Bids complete in all respects are to be submitted, **On-line** only, in two covers : Cover I : Technical Bid consisting of all the documents prescribed vide Clause 8.0 and Cover II : Financial Bid as per Section-IV, in PDF format.

13.2 Manual Bids shall not be accepted under any circumstances.

- 13.3 Both Technical and Financial Bids are to submitted concurrently duly digitally signed.
- 13.4 The Bidders, accordingly, should have a valid Signature Certificate for participation in the On-line Tender Process. The cost of digital signatures, if any, will be borne by the Bidders themselves.
- 13.5 The Bidders are, accordingly, advised to carefully go through Instructions for On-line Submission of the Bids as may be available on the Central Public Procurement Portal and as contained in Section-V of the Bid Document.
- 13.6 No Bidder shall be allowed to withdraw the Bid after e-submission and handing over of the EMD or opening thereof. Such a Bidder shall forfeit the EMD deposited.

14.0 OPENING OF BIDS

- 14.1 The On-line Technical Bids of only those Bidders who have also delivered the Pay Order / Bank Draft at the Institute in terms of Clause 7.3 or the prescribed documents in terms of Clause 7.4 for verification by the prescribed time, shall be opened on the designated date and time by the Bid Evaluation Committee in presence of the Bidders or their authorised Representatives who wish to be so present.
- 14.2 It is expected that the process of pre-qualifying the Bids will be completed latest within a week of opening of the Technical Bids.
- 14.3 The Financial Bids of only Pre-qualified Bidders shall be opened on the designated date and time by the Bid Evaluation Committee in presence of the Bidders or their authorised Representatives who wish to be so present.
- 14.4 The Bidders or their authorised Representatives who are present at the opening of the Technical and/or Financial Bids shall sign the Register evidencing their presence on the occasion(s).

- 14.5 The Rate(s) quoted by each of the Bidders shall be announced on the spot. However, the final quoted rate shall be determined, after complete evaluation of the Bids.

15.0 EVALUATION OF BIDS

15.1 Technical Evaluation

- 15.1.1 The Technical Evaluation of the Bids will be strictly made on basis of the documents submitted as per Clause 8.0.
- 15.1.2 However, the Bid Evaluation Committee, if required, may assess the capability of a Bidder to satisfactorily render the Services as per Scope of Services enumerated at in Clause 1.0 above. This may include but not limited to interacting and discussing the performance of the Bidder with the previous Clients; visiting the currently / previously served Sites of a Bidder and/or tasting the food being prepared and served by the Vendor at one of the chosen Sites.

15.2 Financial Evaluation

- 15.2.1 The Financial Bids of the technically pre-qualified Bidders shall be evaluated primarily on the basis of the rates quoted by the Bidders of all the Meals of a day as specified in the Bill of Quantities (*Part-A : Regular Requirements : Sl.Nos. 1-7 of the BoQ. Section-IV*).
- 15.2.2 The Part-B : Extra/Other Requirements : Sl. Nos. 1-11 of the BoQ has been incorporated to just give an idea to the Bidders about the Requirements which are also regularly required by the Institute.
- The Bidders are not to quote Rate(s) for these Requirements now.
- 15.2.3 The Vendor shall be under obligation to provide the same, as and when required by the Institute, at the Rates which will be finalised through mutual discussions immediately after finalisation of the Successful Bidder and before execution of the Agreement.

16.0 CANVASSING

- 16.1 Canvassing in any form/manner in respect of the Bid/Services is strictly prohibited and will result in summary rejection of the Bid(s) of such Bidders indulging therein.

17.0 APPROACHING THE BIDDER(S) FOR CLARIFICATION/ADDITIONAL INFORMATION

17.1 NIESBUD reserves the right to approach any Bidder for seeking clarifications/additional information primarily with a view to adjudge eligibility to bid for the Services and including the Quoted Rates/Amounts being too high/low, as the case may be.

18.0 RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

18.1 NIESBUD reserves the right to accept, cancel or reject a Bid and to annul and reject all the Bids at any time prior to award of the Services without assigning any reason or incurring any liability/obligation to the Bidders as regards communication of the grounds for such an action or otherwise.

18.2 NIESBUD also reserves the right to award either entire range of the Services to a Single Bidder or award them in parts to two or more Bidders.

19.0 AWARD OF SERVICES

19.1 The Vendor (successful bidder) shall be intimated about acceptance of its Bid in writing.

19.2 The Letter of Acceptance will constitute part of the Agreement.

20.0 PERIOD OF VALIDITY OF RATES

20.1 The quoted Rates shall be valid for a period of 60 days after opening of the Financial Bids.

20.2 The approved Rates of the Vendor shall hold valid for entire duration of the Agreement of one year.

21.0 SIGNING OF AGREEMENT

21.1 On receipt of the Letter of Acceptance from the Institute, the Vendor (successful bidder) shall enter into an Agreement with the Institute on the designated date.

21.2 While format of the Agreement has been given at *Appendix-3*, the following shall constitute integral parts of the Agreement :-

- i) The Bid Document duly signed on each page by both the Parties;
- ii) All the documents uploaded on the Portal at time of submission of the Bids and
- iii) Any Amendment and Clarifications issued / uploaded on the Bid Document.

SECTION - III
SPECIFIC TERMS AND CONDITIONS

1.0 COMPETENT/QUALIFIED PERSONNEL

- 1.1 The Vendor shall deploy adequate number of Competent/Qualified personnel for the purpose of due rendering of the Services in terms of the Bid Document.
- 1.2 The Vendor, before commencement of the Services, shall make available to the Institute, the requisite particulars of all its personnel to be deployed for rendering of the Services at the Institute. The particulars thus to be furnished would inter-alia include name, age/date of birth, permanent address, assigned role, qualifications/experience in handling the assigned role etc.
- 1.3 The Vendor shall be responsible for getting each of its personnel verified by the local police about Character and Antecedents and certified by a Medical Practitioner (MBBS) that each of them possesses good health and is free from any diseases especially contagious, infectious and frequently recurring diseases.
- 1.4 Before commencement of the Services, the Vendor shall produce/submit to the Institute the Police Verification Report and Medical Fitness Certificate, on the above lines, in respect of all the personnel proposed to be deployed at the Institute.
- 1.5 The Vendor shall ensure proper discipline among its deployed personnel at all the times and ensure that none of them indulges in activities detrimental to interests of the Institute and/or unlawful activities.
- 1.6 The Vendor shall also ensure that none of its personnel consumes liquor, intoxicants etc. while on premises of the Institute.
- 1.7 The Vendor shall ensure that no children are deployed for rendering of the Services in violation of the concerned Statute(s).
- 1.8 The Vendor shall nominate one of its personnel as Catering Manager who will receive instructions etc. from the Catering Committee of the Institute and/or Authorised Official.

The instructions etc. given to the Catering Manager shall be deemed as if given to the Vendor and shall be duly carried out, under intimation.
- 1.9 The Institute will have right to ask for removal of any personnel of the Vendor from the Institute due to unsatisfactory conduct/performance and unruly behaviour. In such a situation, the Vendor shall be under obligation

to immediately remove such a personnel from the Services and provide a suitable replacement thereof within 48 hours of such removal.

- 1.10 It should be clearly understood that personnel of the Vendor shall not be employees of the Institute and will follow security and administrative instructions as applicable to them from time to time.

2.0 PAYMENT OF WAGES AND BENEFITS TO THE PERSONNEL

- 2.1 The Vendor shall be fully and exclusively responsible for releasing timely and due wages and other benefits to the personnel viz; Provident Fund; ESI; those under Workmen Compensation Act and other applicable Central/State Acts/Regulations as may be in existence at the relevant time and/or promulgated/made applicable during currency of the Agreement.
- 2.2 The Vendor shall ensure that all its personnel at the time of active service at the Institute, remain in the prescribed Uniform including Shoes, Name Badges and Protective Gears viz; gloves, headgear etc.
- 2.3 The maintenance of these different items in neat and clean condition, at all the times, shall be the sole responsibility of the Vendor.

3.0 INDEMNIFICATION OF THE INSTITUTE

- 3.1 The Vendor shall, at all the times, keep the Institute indemnified for and against all third party claims whatsoever (*including but not limited to loss of person, property, accident, injury or death*) arising out of its acts of omission or commission or those of its personnel.
- 3.2 Similarly, if the Institute is called upon to pay/bear any penalty, fine, damages etc. to a private or public body arising out of the Vendor's or its personnel's acts of omission or commission, then the Institute will be entitled to recover such penalty, fine, damages etc. out of dues of the Vendor.
- 3.3 The Vendor shall be responsible for conduct and behaviour of its personnel and making good to the Institute any loss or damage to the Institute's moveable or immovable property through the conduct and behaviour of the Vendor's personnel.

4.0 OTHER OBLIGATIONS OF THE VENDOR

- 4.1 Obtaining and displaying at its own cost, all Licenses, Approvals etc. as may be required by Central/State/Municipal regulations for rendering the Services.
- 4.2 The Vendor shall be responsible for safe and hygienic storage of all ingredients at the designated place(s) providing for adequate storage equipments etc.

- 4.3 An appropriate Feedback Box, duly locked, shall be kept at a central/prominent place in the area by the Vendor at its own cost. The Box shall be periodically opened by the Catering Committee and/or Authorised Official of the Institute only.
- 4.4 The Non-vegetarian and Vegetarian dishes shall be prepared separately using mutually exclusive oil, pans etc.
- 4.5 The Vendor shall wash the vegetables, fruits, lintels etc. in a professional, safe and hygienic manner.
- 4.6 It shall be responsibility of the Vendor to keep the kitchen, serving and surrounding areas neat, clean and hygienic at all the times through deployment of House-Keeping personnel or otherwise at its own cost and render the Services strictly in conformity with any relevant law/regulation in force in the District/State for the purpose.
- 4.7 Similarly, the Vendor, notwithstanding availability of defined equipment, gadgets etc. by the Institute will be responsible for making good any damage to them and keeping them in a running condition all the times.
- All expenses incurred towards their maintenance/running etc. shall be borne by the Vendor (*unless otherwise specified elsewhere in the Agreement*) and upon termination/expiry of period of Agreement, the Vendor shall hand over them to the Institute in a good and running condition.
- 4.8 All defects, repairs etc. shall be carried out within a maximum period of 48 hours from their being noticed for the first time.
- 4.9 The Vendor shall have and maintain adequate equipment, and infrastructure (*utensils, crockery etc.*), at all the times, for due rendering of the Services.
- 4.10 The Vendor shall ensure that he/she or the Catering Manager, is available at all times of cooking and serving of the Meals to supervise the activities and/or receive instructions from the Catering Committee and/or Authorised Official of the Institute.
- 4.11 The Vendor shall bring its own tools, cookers, hot-boxes, flasks, steam boxes, trolleys, equipment, utensils, plates etc. of prescribed quality and in adequate numbers for due rendering of the Services as are not being made available by the Institute.
- 4.12 The Vendor shall ensure that the premises made available for the Services are not used for any other purpose except the Services under the Agreement and that no major changes are made to the concerned spaces without prior permission of the Authorised Official of the Institute which, in any case, will be at cost of the Vendor.

- 4.13 The Vendor shall use the electricity and water in all the areas under its occupation in an optimum and conservative manner and any dereliction on this account will invite appropriate penalty as may be deemed fit by the Institute in circumstances of the case.
- 4.14 The personnel of the Vendor, under no circumstances, will put on the Air-conditioner when there are no participants in the areas.
- 4.15 All Utensils shall be washed in warm soap water, cleaned and dried in clean and hygienic manner under the guidance of the Catering Manager.

5.0 Facilities/Amenities to the Vendor

- 5.1 The Institute will provide the following to the Vendor *free of cost* : –
- Water & Electricity with Hot Water for washing of cutlery/utensils. (*Use of Electricity for cooking purposes except for grinding is prohibited*)
 - Space for kitchen, dining hall and lounge with all the required furniture viz; tables and chairs for dining hall and lounge.
 - Living Room in the Ancillary Block (Size : 14' × 10') with a Bed for overnight stay of the authorised personnel of the Vendor (*maximum of 03 persons at a time*) with free water and electricity with the details of such personnel being shared with the Institute beforehand.
 - Equipment : Bon Marie (3 × 6), Gas Chulla, Big Tawa, Steel Table (02) (4' × 3'), Fly Catcher, Service Trolleys for used plates (02), Deep Freezer, Grinder and Toaster. (*The repair, running and maintenance cost to be borne by the Vendor*).
 - Piped Line only for LPG connection with Commercial Gas Cylinders to be arranged by the Vendor at its own cost, as per requirements, from time to time.
 - Electric Kettle for preparing Tea/Coffee, one in each of the Hostel Rooms. (*While the repairs/maintenance of the Kettle will be responsibility of the Institute, the Vendor is required to provide saucer, spoon, cup/plate etc. for keeping the Pouches of the ingredients and preparing Tea/Coffee*).
 - R.O. Water for drinking purposes of the participants.
 - Complete Pest Control in all the concerned areas.
 - Televisions (02) with Cable Recharge for viewing by the participants/residents only.
 - Disposal of Bio-degradable and Non-biodegradable waste after picking up from the designated place/bins. (*However, it will be the*

responsibility of the Vendor to segregate the waste into two categories and put them into separate Bins, of appropriate size, and colour, as per municipal regulations for storing the surplus Food Items etc. till disposal. The Bins shall be provided by the Vendor at its own cost and kept at designated places to be cleared as per prescribed schedule).

- Telephone (Intercom and Calls) for use in connection with the Services only.
 - Replacement of Items of Furniture & Fixtures as provided by the Institute including repairs of A.C. & T.V. (*except equipment*), replacement of Fans and Lighting Fixtures.
- 5.2 All other required Items to be arranged and maintained by the Vendor at its own cost.
- 5.3 In all cases where, the Institute is required to maintain/repair the concerned equipment etc. in terms of the Agreement, it shall be duty of the Vendor to immediately bring requirement in this regard to notice of the Authorised Official of the Institute.

6.0 CATERING COMMITTEE

- 6.1 The Institute will constitute/designate a Catering Committee for ensuring that the Services, at all the times, are being rendered strictly in accordance with terms & conditions of the Agreement.
- 6.2 The Catering Committee will have powers to inspect the premises, raw ingredients, storage arrangements, manner/quality of preparation/serving of the Meals or washing of fruits/vegetables, utensils etc. at any time.
- 6.3 The instructions/advice of the Committee, written or oral, shall be invariably carried out/followed by the Vendor and/or Catering Manager with any problems in their implementation being immediately brought to notice of Authorised Official of the Institute.

7.0 SPECIFICATIONS OF INGREDIENTS

- a) Cooking Oil : Saffola/Fortune/Equivalent Brand
- b) Spices : MDH/Catch/Equivalent Brand
- c) Flour : M.P. with ISI/Agmark Brand
- d) Rice : Basmati
- e) Mutton/Fish/Chicken : Good Quality fresh from a licensed outlet only
- f) Vegetables & Fruits : Good Quality fresh from a branded outlet only
- g) Paneer, Peas etc. : Safal/Equivalent Brand
- h) Lintels and Noodles : Good Quality ISI/Agmark Brand
- i) Sauce/Jam : Maggi/Kissan/Equivalent Brand

- j) Butter : Amul
- k) Bread (white/brown)/
Cheese : Britannia/Modern/Equivalent Brand
- l) Besan/Maida : Good Quality ISI/Agmark Brand
- m) Milk and Curd : Mother Dairy
- n) Pickles/Papad : Good Quality ISI/Agmark Brand

(All the ingredients not specifically mentioned hereinabove will be of good quality and/or carrying ISI/Agmark)

8.0 SPECIFICATIONS OF CUTLERY ETC.

- Saucers, Plates/Soup Bowls etc. : Bone-China
- Spoon/Knife/Fork : Good quality Stainless Steel
- Glasses : YERA or equivalent

9.0 SUB-LETTING

- 9.1 The Services under the Agreement shall not be sub-let or assigned to any other Agency under any circumstances.

10.0 MENU FOR THE SERVICES

- 10.1 The Catering Committee inter-alia having representatives of the participants, will decide the Menu for the Services every week in advance, in consultation with the Vendor/Catering Manager within the accepted rates.
- 10.2 The Menu so decided will be displayed at a designated place in the area and the Vendor/Catering Manager will invariably ensure serving of the Meals in accordance with it.
- 10.3 If owing to non-supply/availability of the required vegetables etc. at a particular time of the year, the decided Menu requires change(s), the Vendor/Catering Manager will immediately bring it to notice of the Catering Committee.

11.0 ENGAGING OTHER VENDOR(S) FOR SERVICES

- 11.1 The Institute will be at liberty to buy ready-to-eat food/items and/or engage some other Vendor(s) for rendering Services at its Campus, on special occasions, in its sole discretion which will not be questioned by the Vendor under any circumstance.
- 11.2 The Vendor shall render all assistance in service of such items by the other Vendor(s) and is expected to render all required assistance to such Vendor(s) engaged by the Institute.

12.0 TIMINGS OF SERVICE AND PLACING OF REQUISITIONS

- 12.1 The normal timings of serving the Meals etc. are as follows :-
- | | | |
|------------------------|---|--------------------------|
| Breakfast | - | 08.00 a.m. to 09.00 a.m. |
| Mid Session Tea/Coffee | - | 11.00 a.m. to 11.30 a.m. |
| Lunch | - | 01.00 p.m. to 02.00 p.m. |
| Mid Session Tea/Coffee | - | 03.00 p.m. to 03.30 p.m. |
| Dinner | - | 08.30 p.m. to 09.30 p.m. |
- 12.2 The above timings, may, however, have to be adjusted by the Vendor depending upon the change of sessions time, field visits etc.
- 12.3 Similarly, in case of unusually higher number of persons, who are to be served Meals at a time, the Meals may be served in different time slots and/or the Vendor may have to set-up more than one serving station.
- 12.4 The requisitions for the Meals shall be placed ordinarily by Administration Division of the Institute in writing, a day in advance of the requirement.
- 12.5 The Services shall be open all the 07 days of the Week as per requirements of the Institute.

13.0 PAYMENT OF THE VENDOR

- 13.1 The Payment for the Services shall be released periodically to the Vendor by the Institute only against submission of pre-receipted Invoices, prepared in the prescribed manner.
- 13.2 The Invoice(s) shall be accompanied with the prescribed documents viz; Requisition, date-wise Statement of Number of Meals served, signed by the Authorised Official of the Institute etc.
- 13.3 The payment against the Invoices shall be ordinarily released by the Institute latest within one week of their submission complete in all respects.

14.0 PENALTY

- 14.1 The Institute will be at liberty to impose a maximum penalty of Rs. 5,000/- on each of the following occasions, besides other remedies available to it under the Agreement :-
- i) Significant violation of express terms and conditions of the Agreement.
 - ii) Continuous/repeated violation of terms and conditions of the Agreement despite the same having been brought to notice of the Vendor and/or Catering Manager.

15. CONFIDENTIALITY

15.1 The Vendor, under no circumstances, shall share the details with any outside Agency, of the Institute, its participants or any other which may come to its knowledge (*including its personnel*) or possession while rendering the Services under the Agreement.

16.0 INTERPRETATION

16.1 In case of any ambiguity in interpretation of any of the Clauses of the Agreement, the interpretation thereof by the Institute or its Authorised Official shall be final and binding on both the parties.

17.0 ABANDONMENT OF THE SERVICES

17.1 If the Vendor for any reason abandons the Services or becomes incapacitated from rendering the same or fails to render any component of the Services for any reason not directly attributable to the Institute, the Vendor shall be liable to pay such damages to the Institute as may be assessed by the Institute for carrying out the Services during remaining period of the Agreement through alternate arrangements.

18.0 DETERMINATION OR RECESSON OF THE AGREEMENT

18.1 The Institute without prejudice to any other remedy available against the Vendor in terms of provisions of the Agreement or otherwise shall have right to determine the Agreement after issuing a written notice to the Vendor to this effect in any of the following circumstances :-

- i) If the Vendor commits breach of any of the terms of the Agreement;
- ii) If the Vendor is found guilty of misrepresentation, concealment of material facts etc.
- iii) If the Vendor abandons the Services in terms of the previous Clause.
- iv) If the Vendor fails to observe or perform any of covenants of the Agreement and such failure or non-performance has not been remedied or set right within three days of this being brought to its notice.
- v) If the Work/Services of the Vendor from the very beginning, are of such quality/standard that the Institute, is of the opinion that the Vendor shall not be in a position to render the Services satisfactorily subsequently also in terms of the Agreement.

- 18.2 If the Vendor has made itself liable for action under any of the cases aforesaid, the Institute shall have powers to :-
- i) Determine or rescind the Agreement;
 - ii) Forfeit/Enforce the Performance Guarantee and
 - iii) Engage any other Vendor to carry out the Services during remaining period of the Agreement.
- 18.3 In such a circumstance, the Institute shall also be entitled to recover from the Vendor any amount by which the cost of Services through alternate arrangements during the remaining period of the Agreement shall exceed the amount that would have been payable to the Vendor for the period.

19.0 FORCE MAJEURE

- 19.1 The '*Force Majeure*', as generally understood, shall relieve both the parties of their respective obligations under the Agreement.
- 19.2 However, the Vendor shall make all endeavours to keep rendering the Services as long as feasible.
- 19.3 In such a situation, the respective rights and obligations of both the parties shall be determined in a mutually agreed manner.

20.0 GIFTS, COMMISSIONS ETC.

- 20.1 Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Vendor or other bodies or agent, officer, employee or servant or anyone on their behalf in relation to this Agreement, shall in addition to any Criminal/Civil liability which it may incur, render the Agreement liable to be cancelled and make the Vendor liable to payment for any loss or damage to the Institute resulting from such cancellation.
- 20.2 The Institute shall then be entitled to deduct the amount so payable from any amount otherwise due to the Vendor under the Agreement.

21.0 SETTLEMENT OF DISPUTES

- 21.1 In the event of any dispute or difference whatsoever arising between the parties out of or pertaining to any Clause of this Agreement including any question relating to meaning and interpretation of this Agreement or any alleged breach thereof, except those the decisions whereof have been specifically provided in the Agreement, the same shall be settled as far as possible by mutual discussions and consultations between the parties.

- 21.2 In the case of failure to resolve the difference/dispute in the above manner, the same shall be referred to the sole arbitration of any person appointed by the Director General, NIESBUD, in terms of the Arbitration & Conciliation Act, 1996.
- 21.3 The Award, if any, of the Arbitrator, so appointed, shall be final and binding on both the parties.
- 21.4 If any question, difference or dispute still remains unresolved, the same shall be subject to jurisdiction of the Courts in the State of Delhi.

SECTION - IV
BILL OF QUANTITIES (BoQ)

| Sl. No. | Particulars | Rate (Rs.) (per pax) |
|-----------|---|-------------------------|
| A. | Regular Requirements | |
| 1. | Bed Tea/Coffee (two pouches of milk, sugar & coffee each per day) | |
| 2. | Breakfast: Seasonal fruit, tetra pack fruity, dalia/milk with corn flakes, parantha with dahi/puri sabji/cholle bhature/masala dosa/uttapam/a continental item, bread butter jam, boiled egg/omelete, tea and coffee. | |
| 3. | Lunch/Dinner: Soup, rice/fried rice/pulao, chappati, seasonal vegetable/boiled veg/ finger chips, daal, veg curry/manchurian/chowmein/continental variety, non-veg (chicken/fish), salad, papad, sweet (rasgulla/gulab jamun/ice cream) | |
| 4. | Morning Tea with Snacks | |
| 5. | Evening Tea with Cookies | |
| 6. | Bread, Butter & Jam | |
| 7. | Staff Tea (ready to serve 2 times a day with branded Cookies) | |
| B. | Extra/Other Requirements | |
| 1. | Non-veg (Chicken/Fish) | |
| 2. | Non-veg (Mutton) | |
| 3. | Veg. Curry (<i>any one item</i>) : Mattar Paneer, Dal Makhani, White Channe, Malai Kofta etc. | |
| 4. | Seasonal Vegetable | |
| 5. | High-tea Sweet item (branded), paneer pakoda/samosa/cutlet, Dhokla/Cheese petty/grilled cheese sandwich, mix pakoda, cookies (branded), wafers (branded), tea, coffee & cold drink | |
| 6. | VIP Lunch Soup, rice/fried rice/pulao, chappati, seasonal vegetable/boiled veg/finger chips, daal, veg curry/manchurian/chowmein/continental variety, non-veg (chicken & boneless fish), salad, papad, sweet (rasgulla/gulab jamun & ice cream), fruits | |
| 7. | Bisleri Bottle (250 ml) | |
| | Bisleri Bottle (500 ml) | |
| | Bisleri Bottle (1 ltr.) | |
| 8. | Sweet (any one item)/cut fruit | |
| 9. | Snacks (any one item) (Assorted Pakoda etc.) | |
| 10. | Tea/Coffee (for Participants) | |
| 11. | Rajma/White Channe/Kadi & Rice | |

Notes :

- 1. The rate(s) to be written in a clear and legible manner in English both in figures and words. In case of variation in words and figures, those mentioned in words shall be taken as final.**
- 2. The rate(s) should be all inclusive but exclusive of the GST/Taxes which shall be paid at the applicable rates separately.**

Date:
Place:

Signature & Seal of the
Prop./Authorised Signatory

SECTION - V
INSTRUCTIONS FOR ON-LINE SUBMISSION OF BIDS

1.0 ON-LINE BID SUBMISSION

- 1.1 The Bidders are required to submit soft copies of their Bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their Bids in accordance with the requirements and submitting their Bids On-line on the Portal.
- 1.2 More information useful for submitting On-line bids on the CPP Portal may also be obtained at : <http://eprocure.gov.in/eprocure/app>

2.0 REGISTRATION/ENROLLMENT

- 2.1 The Bidders are required to enroll on the e-Procurement Module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link "On-line Bidder Enrollment" on the CPP Portal which is free of charge.
- 2.2 As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
- 2.3 The Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 2.4 Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 2.5 Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 2.6 The Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

3.0 SEARCHING FOR BID/TENDER DOCUMENTS

- 3.1 There are various search options built in the CPP Portal, to facilitate Bidders to search active Bids/Tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for Bids/Tenders, wherein the Bidders may combine a number or search parameters such

as Organization Name, Form of Contract, Location, Date, Other Keywords etc. to search for a Bid/Tender published on the CPP Portal.

- 3.2 Once the Bidders have selected the Bids/Tenders they are interested in, they may download the required documents / schedules. These Bids/Tenders can be moved to the respective “My Tenders” folder. This would enable the CPP Portal to intimate the Bidders through SMS/ e-mail in case there is any corrigenda issued to the, Bid/Tender Document.
- 3.3 The Bidder should make a note of the unique Tender ID assigned to each Bid/Tender, in case they want to obtain any clarification / help from the Help Desk.

4.0 PREPARATION OF BIDS

- 4.1 The Bidder should take into account any corrigenda etc. published in respect of the Bid/Tender Document before submitting their Bids.
- 4.2 The Bidders should go through the Bid/Tender Advertisement and the Document carefully to understand the documents required to be submitted as part of the Bid. Please note the number of covers in which the Bid Documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the Bid.
- 4.3 The Bidders, in advance, should keep ready the documents to be submitted as indicated in the Bid/Tender Document / Schedule and generally, they can be in PDF / XLS / RAR / DWF / JPG formats. Bid Document(s) may be scanned with 100 dpi with black and white option which helps in the reducing size of the scanned document.
- 4.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every Bid, a provision of uploading such standard documents (e.g. PAN card, annual reports, auditor certificates etc.) has been provided to the Bidders. The Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a Bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5.0 SUBMISSION OF BIDS

- 5.1 A Bidder should log into the site well in advance for Bid submission so that they can upload the bid in time i.e. on or before the bid submission time. The Bidder will be responsible for any delay due to other issues.

- 5.2 A Bidder has to digitally sign and upload the required Bid Documents one by one as indicated in the Bid/Tender Document.
- 5.3 A Bidder has to select the payment option as “off-line” to pay the tender fee / EMD as applicable and enter details of the Instrument.
- 5.4 A Bidder should prepare the EMD as per the instructions specified in the Bid/Tender Document. The original should be posted/couriered/given in person to the concerned official, as specified in the Bid/Tender Document. The details of the Pay Order/DD, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission process failing which the uploaded bid will be rejected.
- 5.5 The Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the Bid/Tender Document, then the same is to be downloaded and to be filled by the Bidders. The Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Bidder). No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it On-line, without changing the file name. If the BoQ file is found to be modified by the Bidder, the bid will be rejected.
- 5.6 The server time (which is displayed on the Bidders’ Dashboard) will be considered as the standard time for referencing the deadlines for submission of the Bids by the Bidders, opening of Bids etc. The Bidders should follow this time during bid submission.
- 5.7 All the documents being submitted by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the Bids is maintained using the secured Socket Layer 128 bit encryption technology. The data storage encryption of sensitive fields is done. Any Bid Document that is uploaded to the Server is subjected to symmetric encryption using a system generated Symmetric Key. Further, this Key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 5.8 Upon the successful and timely submission of Bids (i.e. after Clicking “Freeze Bid Submission” in the Portal), the Portal will give a successful Bid submission message and a Bid Summary will be displayed with the Bid Number and the date & time of submission of the Bid with all other relevant details.

- 5.9 The Bid Summary has to be printed and kept as an acknowledgment of the submission of the Bid. This acknowledgment may be used as an entry pass for any bid opening meetings.

6.0 ASSISTANCE TO THE BIDDERS

- 6.1 Any queries relating to the Bid/Tender Document and the terms and conditions contained therein should be addressed to the Bid/Tender Inviting Authority or the relevant Contact Person indicated in the Document.
- 6.2 Any queries relating to the process of On-line bid submission or queries relating to CPP Portal in general may be directed to the 24 × 7 CPP Portal Help Desk. The contact number for the Help Desk is 180030702232.

FORMAT OF THE FORMS

Form-I

Details of the Bidder

| | |
|---|---|
| 1. Name of the Vendor | : |
| 2. Name of the Authorized Representative | : |
| 3. Designation of the Authorized Representative | : |
| 4. Communication Address | : |
| 5. Telephone/Fax No. | : |
| 6. Mobile No. | : |
| 7. E-mail Id | : |

Details of the Contact Person
(If not, the Authorized Representative)

| | |
|--------------------------------------|---|
| 1. Name of the Contact Person | : |
| 2. Designation of the Contact Person | : |
| 3. Communication Address | : |
| 4. Telephone/Fax No. | : |
| 5. Mobile No. | : |
| 6. E-mail Id | : |

BLANK

**Details of Previous Contracts During Last 05/03 Years,
as the case may be**

| Period of Contract | Name and Address of the Organization | Name of the Contact Person & Mobile No. | Nature of Services | Value of Contract/ Yearly Billing |
|---------------------------|---|--|---------------------------|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Place :
Date :

**Seal and Signature of Bidder/
Authorised Signatory**

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Performance Certificate
(To be submitted separately from two Clients)

1. Name of the Client and location of Service :
2. Scope of Services :
3. Whether the scope included cooking and serving of meals to residents of Hostel/ Guest House etc.? If yes, please give details including maximum persons generally served at a time. :
4. Whether it also included regular cooking and serving of meals to resident international clients/participants? If yes, please give details including maximum such persons generally served at a time. :
5. Yearly Value of Services :
6. Period of Services :
7. Instances of Deficiency/Penalty imposed, if any :
8. **Performance Report :**
 - (i) Quality of Ingredients Used : Excellent/Very Good/Good/Average
 - (ii) Quality of Food : Excellent/Very Good/Good/Average
 - (iii) Level of Service : Excellent/Very Good/Good/Average
 - (iv) Attention to Hygiene, Safety and other Aspects : Adequate/Casual

Signature :

Name of the Person :

Mobile No. :

(The Certificate should be on the Official Letterhead of the Client and signed by an authorised signatory only)

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FORMAT OF THE AFFIDAVIT

(On Non-judicial Stamp Paper of Rs. 10/- duly Notorised)

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

2. I/we are submitting On-line Bid for Catering Services at NIESBUD, Sector-62, NOIDA.
3. I/we or our partners do not have any relative working in The National Institute for Entrepreneurship and Small Business (NIESBUD) either in its NOIDA or Dehradun Office.
4. All information furnished by me/us in respect of fulfillment of eligibility conditions and information given in this Bid are complete, correct and true. All documents/ credentials submitted along with this Bid are genuine, authentic, true and valid.
5. My/our Bid, in accordance with the Bid Document shall be valid for a period of 60 days from opening of the Financial Bids and shall remain binding upon us and may be accepted by the Institute at any time before the expiry of the period.
6. If my/our Bid is accepted, we commit to submit a Performance Guarantee in accordance with the Bid Document.
7. The Price-Bid submitted by me/us is unconditional and in accordance with the Bid Document.
8. If any information or document submitted by me/us is found to be false/incorrect, the Institute may cancel my/our Bid and can take any action as deemed fit by it including but no limited to termination of the Agreement, forfeiture of all dues including Earnest Money (EMD)/Performance Guarantee and blacklisting of my/our firm and all partners of the firm etc.
9. I/we declare that no public or private Institution blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature, during the last 05/03 years.
10. I/we accept all the terms and conditions of the Bid Document and undertake to abide by them.

(Signature of the Bidder/Authorised Signatory with Seal)

Seal of Notary

Date :

** strike out the words/clauses not applicable.*

BLANK

FORMAT OF THE AGREEMENT

(On a Stamp Paper of Rs. 100/- to be purchased by the Vendor)

AGREEMENT

This Agreement is made on this day of , between The National Institute for Entrepreneurship and Small Business Development (NIESBUD), NOIDA. (*hereinafter called the Institute*) of one Part and Shri/Mrs./Ms. of M/s. of the other Part (*hereinafter called the Vendor*) for rendering the Catering Services in terms of On-line Bids invited by the Institute earlier for the purpose.

The terms and conditions mentioned hereinafter, it is hereby confirmed as having been agreed to between the respective parties as under :-

1. That Vendor has been awarded Work of rendering the Catering Services for a period of one year w.e.f. 01.05.2019 on the terms and conditions contained in the Bid Document, Clarification/Amendments etc. issued in respect thereof, the Institute's Letter of Award and this Agreement read together.
2. That the Meals served by Vendor shall be wholesome and hygienic, prepared in a healthy and clean surroundings. The representatives of the Institute may at any time enter the kitchen area 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 etc. being offered, shall be final.

If any item of the menu/provision of food is found defective or not fit for use/ consumption, the Institute will initiate the desired action in terms of relevant terms and conditions of the Agreement and may also get the said raw material/ items destroyed and ask the Vendor to purchase fresh stocks, without any payment of compensation to the Vendor for the discarded material/items.

3. That in the event of local Municipal Authorities, Health Department or any other government/statutory body/authority taking samples of raw material etc. being used by the Vendor and those samples being not found fit/up to the mark for human consumption, the Vendor shall be fully responsible for any fine/penalty imposed or legal recourse taken by such authorities including keeping the Institute indemnified in respect of any penalty etc. which may be imposed by such authorities upon the Institute, for the lapses found at its premises.
4. The Institute will have the right to review the working of this contract from time to time and take appropriate action in terms of the relevant provisions of the Agreement as may be desired in circumstances of a particular case.

5. That it is agreed between the parties that no interest whatsoever on the premises has been assigned by the Institute to the Vendor and the possession of the premises will always that of the Institute, even when the premises are in use or occupation of the Vendor. Upon termination of the Agreement, the Vendor shall hand over peaceful possession thereof to the Institute in the original condition.
6. In witness whereof, the parties have put their hands to this Agreement on the day aforesaid.

Signed on behalf of the Vendor

Signed for and on behalf of the Institute

**(Authorised Signatory)
Name**

**(Authorised Signatory)
Director (Outreach, Research and Advocacy)**

Witness 1

Witness 2