

**V. V. Giri National Labour Institute
Sector-24, NOIDA- 201301 (U.P.)**

Tele No. 0120-2411533/34/35/38

Fax No. 0120-2411471

Website – www.vvgnli.gov.in

ANNUAL CONTRACT FOR CATERING SERVICES FOR VVG NLI HOSTEL

Date of Advertisement: 24.02.2018

Date of Issue of Tender _____

Last Date for submission of
Tender:

16.03.2018 by (3.00 p.m.)

Date of Opening of
Technical Bids of the tender

16.03.2018 at (4.00 p.m.)

Tender form issued to: -

Signature of Issuing Officer

**(The tender envelope should be marked with Tender for “Annual Contract for
Catering Services for VVG NLI Hostel”)**

V.V Giri National Labour Institute, NOIDA
**(An autonomous body of Ministry of Labour and Employment,
Govt. of India)**

V.V.Giri National Labour Institute invites tender for **Annual Contract for Catering Services for VVG NLI Hostel** from agencies having considerable experience in the field of catering. Intending bidders whose annual turn over is not less than Rs. 2.0 crore may obtain copy of the tender documents containing details of scope of works, terms & conditions of contract etc. from V.V. Giri National Labour Institute, Sector – 24, NOIDA (U.P.) on payment of Rs. 5000/- (Non-refundable) and submit tender duly completed within the last date (and time) prescribed for submission of tender.

Administrative Officer

V.V.GIRI NATIONAL LABOUR INSTITUTE

Sector-24, NOIDA- 201301 (UP)

Tender Procedure

The Tenderer would submit the sealed tender in two parts, (i) for technical bid and (ii) for financial bid in two separate envelopes duly marked containing following information.

A. The Technical Bid

1. Name of Tenderer
2. Experience
3. Requirement & Qualification
4. Bidder must have minimum 7 years experience of providing Catering Services in hostel of PSUs/Training Institute/Academic Institute/MNC or a 3-star hotel having at least capacity of 100 persons per day continuously in the last three financial years (i.e. 2014-15, 2015-16 & 2016-17)
5. Eligibility of the bidders for technical bid
 - (i) Should have minimum **7 years** of experience in similar nature (Valid proof has to be attached).
 - (ii) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.
 - (iii) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-
 - a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.(enclose work order)
 - Or**
 - b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost.(enclose work order)
 - Or**
 - c) One similar completed work costing not less than the amount equal to 80% of the estimated cost. (enclose work order)
6. The agency should submit a list of their existing catering assignment with Govt./ PSUs/ Training Institute/Academic Institute/NMC
7. The bidder must have the license issued by the department of Food Safety and Drug Administration of central/state govt. as per food safety and standards act 2006 for running the catering services (enclose documents).
8. Client certificate duly notarized by Notary Public must be submitted for certification of the capacity.
9. In case the bidder is itself minimum three star hotelier having atleast capacity of 100 persons per day, bidder must submit a valid certificate issued by Ministry of Tourism duly notarized by Notary Public.
10. Bidder should be in possession of an independent P.F. Number allotted to them by a regional provident fund commissioner. (enclose document).
11. Bidder should be in possession of an independent ESIC number allotted to them by competent authority (enclose document).



12. The contractor/agency must abide by all Labour Laws and other Laws as applicable. An undertaking to this effect must be enclosed alongwith the bid.
13. The bidder should have annual turnover of minimum of Rs. 2 crore in one year in catering business (enclose document).
14. A certificate stating that the tenderer has visited the site and has fully familiarised himself with site conditions while submitting the tender.
15. Demand Draft of Rs.4.5 lakh (Rupees Four lakh fifty thousand) drawn in favour of V.V.Giri National Labour Institute, Sector-24, NOIDA, as Earnest Money and shall be forwarded with the technical bid.
16. Bidder must have a turnover of minimum of Rs. 2 crore continuously in the last three audited financial years (i.e. 2014-15, 2015-16 and 2016-17). Bidder must submit the documentary proof in the form of Audited Profit & Loss Account and Balance Sheets duly notarized by Notary Public.
17. The tender committee of the Institute will visit the site of bidding agencies, if required, where they are having such contract to ascertain quality of food and services etc. before opening of the financial bids. The tender of such agencies will be rejected whose quality of food and services are not found satisfactory.
18. Income Tax return for last three years i.e. 2014-15, 2015-16 and 2016-17. The agency has to submit photocopy of PAN Number.
19. The Agency has to provide a certificate with regard to GST number /PAN number issued by Competent Authority (Attested photocopy)
20. The agency has to submit a certificate stating that their agency has never black- listed by any of Government department/autonomous body/public sector/private sector etc.
21. The agencies registered with National Small Industries Corporation Limited, Govt. of India or with state govt. should submit a copy of the registration for availing the grant of benefits to MICRO/SMALL/MEDIUM Enterprises.

The Technical bid should contain all the documents required from Sl. 1 to 21 of technical bid alongwith format T 01-04 duly completed.

The envelope should be marked with Annual Contract for Catering Services for VVGNI Hostel (Technical Bid)



Contract for Catering Services for VVGNI

Format of: T-1

DETAILS OF SIMILAR WORK DONE DURING PAST THREE YEARS

Description of the work	Location of the work	Full Postal Address And Phone Nos Of Client & Name Of Officer-In-Charge	Value of Contract	Date of Commencement of Work	Scheduled Completion on Time (Months)	Date of Actual Completion	Reasons for delay in project completion, if any

Note: Copies of Letter of awards and completion certificate for the above works to be enclosed.

The Work completed earlier than three years need not be indicated here.

The list of work, not of similar nature need not be indicated here.

Failing to comply aforementioned instructions may lead to rejection of bid.

SEAL AND SIGNATURE OF BIDDER



Contract for Catering Services for VVGNLI

Format: T – 2

PRESENT COMMITMENTS OF THE BIDDER

Postal Address and phone nos. of Client & Name of Officer-in-Charge	Description of the Work	Commencement of Work	Scheduled Completion Period	Completed as on Date	Date of Completion

Note: This list must be a full list of all type of works in hand.

SEAL AND SIGNATURE OF BIDDER



Contract for Catering Services for VVGNI

Format: T – 3

Annual Turnover

Each Bidder must fill in this form

Annual Turnover data for the last 3 years

Year	Amount
Year 1:	
Year 2:	
Year 3:	

1. The information supplied should be the Annual Turnover of the bidder.
2. A brief note should be appended describing thereby details of turnover as per audited results.

SEAL AND SIGNATURE OF THE BIDDER



Contract for Catering Services for VVG NLI

Format: T – 4

FINANCIAL SITUATION

Bidder must fill this form

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR 2016-2017

Description	
	Amount
1. Current assets	
2. Currents Liabilities	
3. Working Capital(Current Assets- Current liabilities)	
4. Net Worth Owners funds (Paid up share capital and Free Reserves & Surplus)(NW)	
5. Profits before taxes (PBT)	

1. Attached are copies of the audited balance sheets, including all related notes and income statement for the last Audited Financial year, as indicated above, complying with the following conditions.
 - All such documents reflect the financial situation of the bidder
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted)



SEAL AND SIGNATURE OF BIDDER



B. The Financial Bid

Catering Rates in Rupees

The tenderer should quote rates for catering services as per details given below:

S.No	Bed Tea	B/F	Tea/ Coffee with snacks	Lunch	Tea/Coffee with cookies /Biscuits	Evening Tea	Dinner	Conference Tea/coffee
Menu A								
Menu B								

The total rate for the above items will be considered for comparison purpose.

Tea/Coffee with snacks

S.No	C 1	C 2	C 3	C 4	C 5
Menu C					

The total rate for the above items will be considered for comparison purpose.

Hi-Tea

Menu D	
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Special Lunch (Seminar/Workshop/Meetings)

Menu E- Optional	
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Lunch for Staff

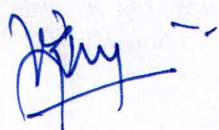
	Veg.	Non Veg.
Menu F- Optional		

GST @ -----

1. The agency should clearly mention GST. If no tax is mentioned, it will be presumed that the rates quoted by the agency are inclusive of tax etc.
2. The total rate for the above items will be considered for comparison purpose.
3. The Agency has to submit ECR copy for ESIC and EPF by 15th of every month.

Note: Total rate per head for all the menu mentioned above (i.e from Menu A to Menu F) will be the criteria for deciding the competitiveness of the financial offer. The agency has to given credit period for 30 day after giving bill to the Institute.

Seal & Signature of Bidder



V.V.GIRI NATIONAL LABOUR INSTITUTE
NOIDA

GENERAL SCOPE OF WORK FOR CATERING CONTRACT FOR HOSTEL MESS
AT VVGNI, NOIDA

- i. V.V.Giri National Labour Institute is situated at Sector-24, NOIDA and has 99 room hostel in the campus where participants of Institute's various programmes stay. Boarding facilities are provided to these participants.
- ii. On an average Institute organises about 100 programmes at campus in a year. The duration of the programme varies from 03 days to 21 days. The average participation for the programmes would be around 50-60 max per day.
- iii. Bed tea, breakfast, lunch and morning tea with snacks, afternoon tea with cookies and biscuits, evening tea/coffee and dinner has to be provided for these participants.
- iv. Generally the breakfast, lunch, dinner would be buffet but on occasions as per the requirement of the Institute/guests these services can be provided on A-La-Carte for which the agency will provide chaffing dish alongwith cutlery/utensils required for particular event at his own cost. (while submitting the rates agencies are advised to submit the rates accordingly)
- v. The hostel kitchen should be used for cooking and the kitchen has to remain functional throughout the year.
- vi. Generally Indian food would be served but on occasions as per requirement, the agency should be able to provide South Indian food, Chinese food and continental food also.
- vii. The Institute organises various international programmes every year, foreign participants have to be provided continental food.
- viii. All crockery/cutlery/camper/thermos/cloth napkin/paper napkins etc. as required for providing high class catering services in Dining Hall/Lobbies of Conference Hall/or any place will be provided by the contractor.
- ix. Crockery shall be of "Bone-China" clay of quality manufacturers. Cutlery shall be of a very good quality.
- x. Contractor should be equipped to provide catering to approx. 100 persons at one time on a short notice. For this purpose, sufficient stock of crockery and cutlery and other infrastructure have to maintain.
- xi. The agency will maintain a register to indicate name of programme, number of persons staying in the hostel and number of participants taking breakfast, lunch and dinner. The register will be got signed from the authorized Officers/Faculty and finally from Administrative Office everyday.
- xii. Menu for daily breakfast, lunch and dinner will be got approved from Administrative Office and displayed in the hostel reception by the agency. No change of menu will be allowed unless the prior permission of Administrative Officer.

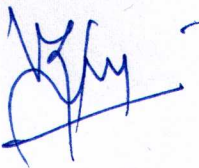


Manpower Required for the Contract

To provide high standard catering services, the agency should provide qualified and experienced officials/staff. The agency should provide minimum manpower as given below:

- i. Office Manager
The person should have professional qualification of hotel management and should be well-versed in catering services. The person should not be below 40 years of age. Proof of age must be attached.
- ii. Cooks
The agency should provide atleast four cooks having experience of not less than 10 years in preparing North Indian food, Chinese food, South Indian dish and continental food.
- iii. Helpers
The agency should provide 6 helpers having experience of not less than 2 years.
- iv. Waiters
The agency should provide eight waiters/room boy for catering services. The number can be increased as and when required.

Note: The Institute will not pay any extra charges for above manpower required for running of catering. However it will be sole responsibility of the agency to pay minimum wages including all statutory requirements also.



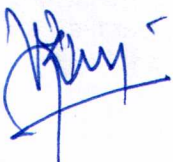
TERMS AND CONDITIONS OF CATERING SERVICES

- i. The agency will maintain a register to indicate name of programme, number of persons staying in the hostel and number of participants taking breakfast, lunch and dinner. The register will be got signed from the authorized Officers/Faculty and finally from Administrative Office every day.
- ii. Menu for daily breakfast, lunch and dinner will be got approved from Administrative Officer and displayed in the hostel reception by the agency. No change of menu will be allowed unless the prior permission of Administrative Officer.
- iii. The agency shall not sub-let/off load/entrust the whole work or any part thereof to any other person/party to carry out his obligations arising out of the contract
- iv. All the rates quoted are firm and inclusive of all labour, equipments, tools and tackles, appliances and any other expenses that agency may incur in execution of the job.
- v. The caterer should provide **room boy for serving bed tea/evening tea etc.** in the rooms every day where the participants staying. The agency should also serve the bisleri water in the rooms as and when instructed by the Institute.
- vi. The agency shall make his own arrangement of transportation of his employees, all consumables, materials like vegetables, ration and other items, fuels like cooking gas etc. at his own cost.
- vii. The agency shall employ the number of staff as per tender failing which the agency after warning will be imposed a penalty amounting to Rs. 15000/- on each occasion.
- viii. The agency shall recruit his own staff for the contract work. The agency's staff will not be treated as VVGNI staff for any purpose whatsoever and facilities/benefits applicable to VVGNI staff will not be applicable to caterer's employees. The agency shall be responsible for strict compliance of all statutory provisions of the relevant labour laws applicable from time to time.
- ix. The agency shall submit wage payment sheet in respect of employees working in the Institute alongwith receipt of PF and ESI contribution of each employee by name.
- x. The agency should provide proper uniform duly approved by VVGNI with Identity Card and Name Card to be displayed to its staff members.
- xi. The premises with fittings and fixtures, furniture, vessels, crockery, cutlery, electrical and mechanical appliances provided to the agency for running of the mess shall be property of VVGNI. The agency shall have no right on any of these and shall place them back at the disposal of the VVGNI, when demanded. The agency shall be responsible for the safe custody and proper use of appliances, furniture, fittings etc. of VVGNI entrusted to caterer. Any damage caused to the properties by the negligent operation or by omission/commission of the agency should immediately be brought to the notice of VVGNI for the entire loss, failing which the cost of furniture/fittings etc. will be recovered from his security deposit and/or from other dues payable to him by the VVGNI or will be otherwise recovered as per law.
- xii. The agency will have to maintain permanent records of crockery, cutlery, appliances, furniture, fittings etc. supplied to him by the VVGNI. At the end of each month and



also at the end of the contract period, he will prepare the list of all the items retained by him and show them separately as in good condition, repairable, irreparable and missing and make them available for the purpose of joint verification by the representatives of VVGNI and the agency. Cost of missing or damaged items may be recovered from the agency from time to time from the pending bills and/or other dues.

- xiii. The agency shall keep the kitchen/dining hall/dining lounge premises in neat and tidy condition. He shall also keep all furniture and other articles neat and clean to the entire satisfaction of the authorised officer and arrange to have them washed/cleaned with soap and detergents every day at his own cost as many times as necessary and also as per instructions given by the VVGNI.
- xiv. The agency shall make proper arrangement for sterilisation of kitchenware and dining items as required.
- xv. It will be the responsibility of the agency to keep the kitchen equipments such as deep freezer, refrigerator, geyser, wet grinder, hot cases etc. in running condition. During the contract period any repair(s) etc. required will be undertaken by the agency at his own cost.
- xvi. If at any time during the subsistence of the contract, the VVGNI desires to utilise the service of the caterer for any special parties, seminars, conferences, meetings or otherwise, the agency will have to arrange the same at the rates to be mutually agreed upon in case the items are outside the list of items for which rates have already been agreed to in the agreement.
- xvii. Except employees of the agency working at night, no other employees of the contractor will be allowed to be in hostel premises during night time or to use it for his residential purposes and to move about in prohibited areas unless otherwise approved.
- xviii. Timely and courteous service of good quality of food is the essence of the service under this contract.
- xix. The agency will work under the discretion of such an officer of VVGNI as may be authorised from time to time by VVGNI and any of them will be authorised person for imposing VVGNI penalties for the purpose of clauses under this agreement. The authorised VVGNI Officer shall have unrestricted entry into the premises and access the records at any time.
- xx. The dining hall shall remain open on all 7 days in a week. It will be the responsibility of the agency to keep dining hall/dining lounge neat and clean every time with sweeping, moping, cleaning of fitting and fixtures, fans, ACs and dusting & cleaning of dining tables, chairs etc.,
- xxi. The agency shall serve the requirements of Bed tea, Breakfast, Mid-morning tea with snacks, Lunch, Afternoon tea with biscuits, Evening tea, Dinner, etc. as required during the day. However, there is no commitment for minimum or maximum number of meals/tea, snacks etc. required to be served. It depends upon programme and occupancy. Projections can be made based on expected occupancy of the participants.
- xxii. Breakfast, Lunch/dinner to be served in the dining hall, shall be as per menu fixed before hand from time to time and programme to programme. Timing for breakfast,



lunch and dinner would be as mutually agreed upon. The agency shall prepare meals, snacks, tea at the kitchen attached to be dining hall as per menu fixed before hand from time to time.

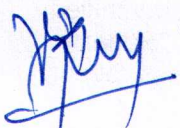
- xxiii. The agency should be able to provide South-Indian and continental food on occasions as per the requirement.
- xxiv. It shall be the sole responsibility of the caterer to procure raw materials for food-stuff. The agency shall always use raw materials of good quality as per brands specified in the tender and of ISI/Agmark if not specified. Items, ingredients can contain permitted Class II preservatives. Only Iodised Salt shall be used. Refined groundnut or sunflower oil to be used.
- xxv. The quality of food stuff, snacks tea etc. to be served by the agency shall be wholesome and of good standard/brand. For this purpose, he will purchase the approved quality of material in sufficient quantity. Seasonal green vegetable and milk shall be procured afresh every day. The agency shall also keep powdered milk to meet urgent requirements. An authorised officer(s) will inspect at their convenience the quality of food, snacks and also raw material like grains, oil, vanaspati oil, Atta (Flour), Fruits, vegetables and provisions for cooking arrangements. If any of these items are found unfit for human consumption at the sole discretion of authorised officer, the same will be prohibited for use/serving and removed from VVGNI premises/thrown into gutter. The agency shall not in any way restrict, restrain or resist such inspection and shall not claim its cost. In case caterer procures materials which is of sub-standard and not approved by the authorised officer of the V.V.Giri National Labour Institute, V.V.Giri National Labour Institute will levy penalty as deemed fit which may extend up to Rs. 15000/- on one single occasion.
- xxvi. Preparations will be made as per approved menu fixed by the authorised V.V.Giri National Labour Institute Officer. Complaints about the quality and quantity of the food, snacks tea etc. served by the agency shall be investigated by the Authorised Officer in the presence of the caterer if available on hand. If on investigation, it is found that any preparation is substandard in quality/quantity a penalty up to Rs. 15000/- per event or per item may be imposed on the agency for a particular shortcoming. In addition in case the quality of food is generally unsatisfactory, the entire cost of the food may also be deducted. The decision of the Authorised V.V.Giri National Labour Institute officer shall be final.
- xxvii. In case of dispute regarding the services, quality or the quantity of the food-stuff, snacks, tea etc. the decision of the Authorised Officer of V.V.Giri National Labour Institute will be final and binding.
- xxviii. The agency is not allowed to run this premises as restaurant for outside agencies or clients or guest etc. In case of default the caterer will loose the contract.
- xxix. That the agency will allow only permissible food colours and edible oils approved by law enforcing authority.
- xxx. That the agency will allow the food inspector to inspect the foods items as per the provision of Food Adulteration Act. The agency shall abide by all laws applicable in this regard.
- xxxi. Generally Buffet breakfast, lunch/dinner in the dining hall would be arranged. That room service and table service would have to be arranged by the agency as per the requirement of V.V.Giri National Labour Institute as per applicable best practices.



- xxxii. The agency would be required to serve for parties in the cafeteria/outside locations for which he may be required to have heating arrangements like candle burner/Gas burners, table ware and thermo ware etc. at no extra cost to VVGNNLI.
- xxxiii. V.V.Giri National Labour Institute shall provide the mess premises including dining hall, kitchen, store room etc.
- xxxiv. V.V.Giri National Labour Institute shall provide furniture required in dining hall. V.V.Giri National Labour Institute reserves the right to decide the type of quantity and specifications of the furniture to be provided. V.V.Giri National Labour Institute will provide the kitchen equipments as per list enclosed at Annexure.
- xxxv. V.V.Giri National Labour Institute will make electricity available free of cost in the premises for lights, fans and other fixtures. The agency shall not use power for the purpose of cooking of food and will be penalised in case found using the same for cooking purposes.
- xxxvi. V.V.Giri National Labour Institute will take care of major maintenance of fans, lights, furniture and building. However, if there is any damage or loss of any of the items on account of any act of commission/ omission, except those due to normal wear and tear, attributable to the contractor on his employees or agent(s), the caterer will have to bear the expenses for necessary repairs/replacement as the case may be.
- xxxvii. V.V.Giri National Labour Institute will permit movement of material//manpower at the premises in connection with the fulfilment of caterer's obligations but it will be subject to its security and safety regulation in force. The contracting agency will provide all types of uniform crockery and cutlery of good quality and in sufficient quantity duly approved by the authorised officers of the Institute.
- xxxviii. In case of breach of agreement, VVGNNLI will have a right of lien over all items of the agency lying in its premises in addition to other remedies like forfeiture of security deposits, legal actions for recovery of damages etc.
- xxxix. That the premises shall be in possession of the V.V.Giri National Labour Institute and the agency is only permitted to enter the premises to run the same. Whenever the contract is terminated, or the contract comes to an end or the VVGNNLI decides that the caterer should not be allowed to run the premises or any facility etc; in that event, he shall leave VVGNNLI premises as well as other premises. The agency is only permitted to make use of VVGNNLI premises which is the property of VVGNNLI and the caterer is to prepare and supply articles/items as per the terms of this Agreement.
- xl. Institute in progress to obtain a gas pipeline from IGL for the uses in the Hostel Kitchen. The contracting agency is required to deposit the security money to IGL. On completion of the contract the agency has to clear the dues / NOC from IGL

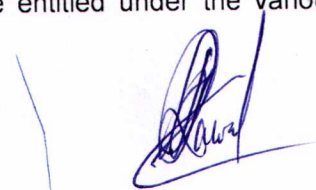
GENERAL TERMS AND CONDITIONS OF CONTRACT

- i. The agency will be required to obtain the license as per the provision of the Contract Labour (Regulation & Abolition Act 1970), before the start of work.
- ii. The agency will take insurance policies for sufficient amounts to cover himself against third party risks, Workmen's Compensation Act, 1923 caterers all risk policy,



and keep VVGNNLI indemnified and continuously keep indemnified, even after the contract against all such risks and loss or damages. The risk should also cover kitchen equipments and the premises.

- iii. The agency will have to pay adequate wages/salaries as per Minimum Wages Act, 1948 of the Government of India as in force or enforced from time to time. Besides this, engagement of workers should be in accordance with the Labour Act of Government of India. The agency shall undertake to discharge all the liabilities of their employees as per various statutes.
- iv. The agency shall comply with provision of the Employees' Provident Fund Scheme, 1952. The agency shall within seven days of the close of every month, submit a statement showing the recoveries of contribution in respect of employees employed by him and entries of contributions may be made in employees PF account number. The amount recovered every month from the wages of an employee as well as the contribution made by the agency in respect of each employee shall be entered every month in the contribution card opened in the name of each member under the scheme.
- v. The agency shall comply with provision of the Employees' State Insurance Act, 1948 and all employees shall be insured in the manner provided in the Act. The contribution payable under this Act in respect of an employee shall be paid to the corporation. All the employees should possess ESI Card and institute will periodically verify these cards.
- vi. The agency shall comply with provision of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Provident Fund Act 1952, ESI Act 1948, Employers Liability Act 1938 Workmen's Compensation Act 1923. ID Act 1947, Maternity Benefit Act 1961, Contract Labour (Regulation & Abolition) Act 1970, or any modification thereof or any other law and rules made there under applicable to this business.
- vii. The VVGNNLI premises being restricted area, all the articles which are taken out of or brought inside shall be liable for security check/gate pass system or any other system, enforced from time to time.
- viii. The agency shall not use the premises for any other activities except the purpose for which it has been provide for and indented.
- ix. The agency shall ensure that his employees are courteous and their behaviour and manners are polite and proper towards all employees of VVGNNLI, guests/participants etc.
- x. If In the event of failure, neglect, dislocation or stoppage of the services by the agency, VVGNNLI may get the work done by some other agency without prejudice to their rights to enforce performance in respect of the rest of the work. The agency shall in such event, pay to VVGNNLI the additional cost incurred for having such job done by some other agency. Without prejudice to any other rights and remedy, VVGNNLI may terminate the agreement by giving (five) 5 days notice to the agency in writing and in such event the agency shall have no claim for any loss against VVGNNLI.
- xi. The agency shall indemnify VVGNNLI and continue to keep its employee indemnified and harmless against all the claims for monetary or any other Benefits, Compensation etc. to which his employees are entitled under the various labour

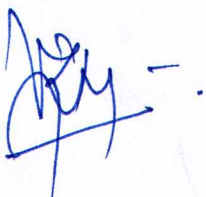


laws, such as Workmen's Compensation Act, Employees State Insurance Act, Provident Fund Act, or such other statutes as are applicable from time to time.

- xii. The workers deployed by the agency shall be under the whole and sole control of the management of the agency and for all purposes, they will be the employees of the agency only. As such their service conditions etc. will rest with the agency.
- xiii. All disputes arising from the workers in respect of salaries, wages or any other matters connected with their service conditions will rest with agency. The Institute will be free from all encumbrances whether from the Government or any other sources, including claims as per Workmen Compensation Act.
- xiv. The agency should ensure the safety of their workers during the course of work. If any workers of the agency is hurt or injured and met with any serious calamity/accident etc. the payment of compensation to the workers will rest with the agency and Institute will be free from all the encumbrances whatsoever.
- xv. The agency will provide suitable uniforms to the persons or staff so engaged or to be engaged for rendering the services and shall also ensure that the same are clean, tidy and are worn by them at all times while on duty.
- xvi. The agency shall provide identity cards to staff employed which will be produced on demand by officers or other staff of V.V. Giri National Labour Institute designated for the purpose.
- xvii. Staff deployed by the agency should be medically fit and should not be less than 18 years of age.
- xviii. List of persons deployed by the agency for the subject work mentioning qualifications, experience, residential address shall be submitted to Institute. In case of any revision, the same shall be informed to from time to time.
- xix. Institute reserves the right to ask the agency to remove particular person(s) from site with immediate effect if in the opinion of Institute his behaviour/performance is not up to the mark and/or found indulging in unlawful activities. The agency shall immediately comply with such instructions.

SITE

- i. The site of work is V.V.Giri National Labour Institute, Sector-24, NOIDA-201301, U.P.
- ii. The tenderers must visit the site of work and see for themselves and acquaint thoroughly with all the site conditions which may effect the work, before submitting their tenders. Ignorance of site conditions will not be accepted as the basis of any claim for any additional compensation, or any other claim whatsoever. The Tenderer must enclose a certificate stating that he had visited the site and has taken note of all site conditions while submitting his tender.



Earnest Money

No tender will be considered which is not accompanied by Demand Draft of Rs. 4.5 lakh (Rupees Four lakh fifty thousand) drawn in favour of **V.V. Giri National Labour Institute, NOIDA**, as Earnest Money and shall be forwarded separately and not in the same enveloped as the Tender otherwise the tender will be returned unopened marked as "Refused". In the event of the Tenderer withdrawing his Tender before the expiry of two calendar months from the date fixed for receiving Tenders or such other date as the Tenderer may be required to extend the Tender will be cancelled and the Earnest Money will be forfeited to the V.V.Giri National Labour Institute and on the understanding also that if the Tender is accepted the Bond or Guarantee would be furnished when required. The Earnest Money will be returned to unsuccessful bonafide **Tenderers within three months after the date fixed for receiving tenders or at such earlier time as a tender may have been accepted by the V.V. Giri National Labour Institute.** In the case of the successful Tenderer the Earnest Money will be adjusted as soon as the formal agreement and the Bond or Guarantee have been executed.

Settlement of Disputes

All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the arbitrator appointed by the Director General, V.V. Giri National Labour Institute or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

Security Deposit

The agency will have to deposit 10% of total contract value in advance. In case of default, the security will be forfeited. Tax deduction at source as per Government rules will be applicable.

TAXES



Tax deduction at source as per Government rules will be applicable from time to time.

PAYMENT

The agency will have to ensure the wage payment to the person employed by them for this purpose before 7th of every month and this should be ensured by the agency irrespective of the fact that Institute has made the payment to the agency or not and whatsoever other reasons. However the institute will make the monthly payment to the agency after submission of the bill alongwith a copy of Wage Payment Sheet, Receipts of Provident Fund and ESIC contribution of each employee by name for that particular month. Tax deduction at source as per Government rules will be applicable.

RATES

The rates quoted should be firm and valid till the complete execution of the order. No escalation on what so ever account shall be paid under this contract.



Annexure- I

Mess Equipment

a) The Institute will provide the following mess equipments in the hostel kitchen:

1. 2-Burner Gas Range (HO)
2. Low Range Burner (HP)
3. Low Range Burner (AP)
4. Chapati Plate with puffer
5. Preparation table (for cutting & Chopping) with sink
6. Electric Wet Grinder
7. Refrigerator (300 Lit.)
8. Deep Freezer
9. Water Cooler
10. Electrical Tea / Coffee Maker
11. Hot Baine Marie
12. Hot Case
13. Electric Exhaust Facility
14. Deck Oven
15. Vegetable Rack
16. Crockery Rack
17. Dish Landing Table
18. Triple Sink unit
19. Steel moulded plates for Lunch/Dinner

b) The agency will provide Crockery and cutlery etc. items such as :

1. Cup Saucers
2. Morning tea sets
3. Full Plates
4. Half Plates
5. Bowls
6. Rice Plates
7. Dongas
8. Desert Knife
9. Spoons
10. Forks
11. Jugs
12. Service spoons
13. Casseroles
14. Steel Trays
15. Cooking Utensils etc.
16. Cloth Napkins
17. Paper Napkins
18. Soup Bowls
19. Glass coasters
20. Selfin paper, silver foil, warming fuel



CONTRACT PERIOD

The catering contract will be for one year period. However, the performance will be evaluated after three months of award of contract. If performance is found unsatisfactory, the contract will be terminated after giving one month's notice at the risk and cost of the contractor. The Contract period after successful completion of one year can be extended as mutually agreed upon.

ESTIMATED COST - Rs. 90.00 lakh approx.

Performance Security Deposit (PSD)

Performance Security Deposit (PSD)- (in form of Demand Draft /Bank Guarantee):

- (i) PSD will have to be deposited by the successful bidders **within 30 days** on receipt of work order to ensure due performance of the contract will be for contracting value for one year.
- (ii) PSD shall be in the form of Demand Draft/Bank Guarantee payable to V.V. Giri National Labour Institute, Noida.(as per CVC guidelines)
- (iii) The PSD should remain **valid** for a period of **three years** upto completion of all contractual obligations by the agency. The EMD will be refunded to the successful bidder on receipt of Performance Security Deposit.
- (iv) Any interest will not be payable on the amount of Performance Security Deposit (PSD).

PENALTY CLAUSE:

For any complaint regarding quality of food and non compliance of the work, due to shortage of manpower or any other reason, the Institute will impose a penalty amounting to minimum of Rs.15000/- for per complaint and same will be deducted from the pending bill of the contractor.

LAST DATE

The last date of submission of Tender is **16.03.2018** by 3.00 p.m. The tenders should be submitted in a sealed cover to The Administrative Officer, V.V. Giri National Labour Institute, Sector – 24, NOIDA, U.P. The envelope should be marked with tender for **ANNUAL CONTRACT FOR CATERING SERVICES FOR VVGNLI HOSTEL.**



FOR RESIDENTIAL PROGRAMMES

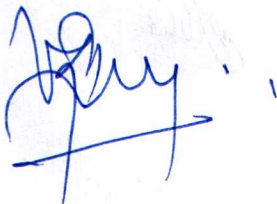
MENU - A

1. Bed Tea/Coffee
2. **Breakfast**
 - (i) Milk and Corn Flakes/Oates/porridge or fruit juice/fresh fruits
 - (ii) Bread, Butter or Sandwich or Cutlets for vegetarians and Omelette/boiled egg for Non-vegetarians or Parantha - Sabjee/Puri sabjee/Dosa Sambar/ Vada Sambar/ Idli Sambar
 - (iii) Tea/Coffee
3. **Lunch**
 - (i) Non-Veg Section
 - (ii) Paneer Section
 - (iii) Vegetable gravies/Dry vegetable
 - (iv) Dal Section
 - (v) Raita Section
 - (vi) Rice/Fried Rice
 - (vii) Chapati/Naan/ Poori
 - (viii) Salad, Achar, Papad
 - (ix) Sweet Section: - Dessert
4. **Dinner**

Items as covered in lunch
5. **Conference Tea/ Coffee**

Mid-morning tea with snacks (MMT)
Afternoon tea with biscuits/cookies (AMT)
Evening tea (ET)

Note: Surprise checking will be carried out by the Administration and if found any shortage as per the prescribed Menu, a penalty of Rs. 15000/- will be imposed on each occasion.



Annexure- III

Special Menu for International Participants

MENU – B

1. Bed Tea/Coffee

2 Breakfast

- Juices or fresh fruits
- Milk & Corn Flakes / Oates/porridge
- Bread/Toast with butter, jam and egg (Omelette/boiled egg) or Sandwich/Cutlets
- Poori with Aloo, Idli/Vada with sambar & coconut chutney or stuffed parantha (aloo,gobhi,paneer,moolie) or chole bhature or plane parantha with sabjee
- Tea/Coffee

3 Lunch

- Soup
- Non-Veg Section
- Paneer Section
- One continental dish*
- Vegetable gravies/Dry vegetable
- Dal Section
- Raita Section
- Rice/Fried Rice
- Chapati/Naan/ Poori
- Salad, Achar, Papad
- Sweet Section: - Dessert

4 Dinner

Items as covered in lunch

*Continental dish like scaloppini A'La Valdostana/Fillet De Sola Aux Raisubs/Sole Ala Parmigiana/Lamb Streaks in Piri Sauce/Veg Au Gratin/Veg Lasagne.



Annexure - IV

MENU - C

1. Plain Tea/Coffee
2. Tea/Coffee with biscuits
3. Tea/Coffee with one snack.
4. Tea/Coffee with two snacks
5. Hi-Tea with three snacks

For tea, the tea bags of standard brand has to be provided

MENU - D

Hi- Tea Menu

- Tea/coffee/ Juice/Coconut water
- Wafers, paneer pakora, cookies, sandwiches, pastry, Dhokla, Sweet /Kaju katly (Haldiram/Nirulas), cashewnuts.

Note: Surprise checking will be carried out by the Administration and if found any shortage as per the prescribed Menu, a penalty of Rs. 15000/- will be imposed on each occasion.



Annexure- V

Special Lunch (Seminar/Workshop/Meetings)

MENU E - Optional

- Soup
- Croissants/Sandwich
- Green Salad
- Aloo Chat/Russian Salad
- Sprouts Salad
- Non Veg.
- Non Veg.
- Paneer item
- Dal
- Seasonal Veg with gravy
- Seasonal Veg (dry)
- Dahi Bhalla/Raita
- Roti/Pulao/Rice
- Papad and Achar
- Sweet – 2
- Tea/coffee with biscuits

Snacks

- Non veg- 2 items
- Veg- 2 items
- Soft drinks- Pepsi / Coke / Sprite/Slice/Limca/ Juice(Real/Tropicana)
- Peanuts / Wafers

Note: Surprise checking will be carried out by the Administration and if found any shortage as per the prescribed Menu, a penalty of Rs. 15000/- will be imposed on each occasion.



Lunch for Staff

MENU F- Optional

Veg.

- 4 Chapati
- Dal
- One Sabji

Non Veg.

- 4 Chapati with one Non Veg.

Note: Surprise checking will be carried out by the Administration and if found any shortage as per the prescribed Menu, a penalty of Rs. 15000/- will be imposed on each occasion.



Annexure -VII

Special Terms and Conditions of the Contract

1. Tenderer should visit the various areas to study the scope of work and nature of service before quoting against the tender.
2. Consolidated price should be quoted for the sufficient workmen, equipment and materials as given in the description of work/services detailed scope of work.

Breakup of the quoted rate must be shown indicating various items of charge (Workmen-Skilled and Unskilled. Supervisor, EPF, GST, administrative/service charges, any other tax, if any). The legal requirements of adhering to minimum wages Act, 1948, etc. as amended from time to time, may be kept in view while quoting the rates.

3. The tenderer should sign and affix his/her firms stamps at each page of the tender and all its Annexure as the acceptance of the offer made by him/her firm will be deemed as a contract and no separate formal contract will be drawn. No page should be detached /removed from the tender Invitation and enclosures/Annexure.
4. Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof, in case tenderer fails to observe the above stipulation or backs out from his/her quoted rate and terms.
5. Quotations not meeting the scope of work and Terms and conditions stipulated with tender is liable to be rejected. The Institute will have the right to accept or reject any offer without assigning any reason thereof.
6. Quotations received without EMD shall be summarily rejected. No claim of Interest on EMD and Security deposit shall admissible.
7. The material required for the contracted services shall be arranged/ provided under intimation to the Administrative Officer with proper entry/IGP at the Main Gate. A certificate from Administrative Officer with respect to quality and quantity of material shall be submitted along with Bill as proof.
8. Subletting of Work: - The firm shall not assign or sublet the work or any part of it to any person without having permission of the Director of the Institute.
9. For the purpose of work the contractor shall engage persons above 18 years of age only and who are found suitable, on the basis of police verification report. No minor workman would be permitted in any case.
10. The contractor shall issues the identity passes with name, photograph to ensure that they carry the identity passes during working hours. It is essential that they wear the prescribed uniform, which will be provided by the contractor.
11. The Officer In-charge or his representative may from time to time inspect the site of work under the contract and any breach of terms of contract may result in termination of contract, deduction of reasonable amount or any other action as may be deemed fit. Decision of the Director, VVGNI with regard to such deductions will be final.
12. The contractor shall be responsible for providing safety measures and amenities as required under law/rule/nature of work to workmen engaged by him for purpose of maintenance inside the Hostel area and under no circumstances shall the Institute be held liable for same. For compensation, if any payable to a member of his workforce the liability shall lie with the contractor as per law
13. The work force deployed by the contractor for the said activity of maintenance under the agreement of the contractor shall not indulge in such activities as per prejudicial to the interest of Govt. Property inside the Institute or estate.



The contractor shall be responsible for any damage or loss of Govt. property inside the Institute, caused by the persons engaged by him under the contract. In case the persons engaged by the contractor indulge in such activities as are prejudicial to the interest of the Institute or result in loss to the property, the Institute will have the right to debar the entry of such persons into the Institute and take any such measures for realizing the cost of damages from the contractors apart from withholding the amount payable to the contractor under the contract till the realization of the cost of damage.

14. The Institute shall have the right to rescind the contract, modification, alteration of the terms and conditions of the contract.
15. If due to violation of the terms and conditions of the contract by the Contractor, the Institute shall have the right to rescind the contract without any notice to the contractor and shall recover the damages along with the penalty.
16. (a) The workers employed on the above work by the Contractor shall be under the sole and whole Control of the management of the contractor and for all purposes, they will be the employees of the contractor only. The persons engaged by the contractor against the contract shall not have any right/claim whatsoever for direct recruitment of permanent employment in the Institute
(b) The Contractor will have to pay comply with the provision of MW Act & PW Act wages/salaries as per minimum wages act of the Govt. of India & U.P. State Government as in force or enforced from time to time. Besides this engagement of workers should be in accordance with all the relevant labour laws. Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and any modification thereof. Any other law relating to labour legislation and rules made there under from time to time as applicable must be complied with.
(c) The Contractor shall undertake to discharge all statutory liabilities of his employees such as PF, Gratuity, Leave Salary, Medical Care, Service Bonus, Maturity benefits etc.
17. The Contractor shall not allow/permit his workers to participate in any trades union activities or agitation inside the Institute and estate.
18. In case the contractor fails to pay the wages/short payment by 10th of following month then the INSTITUTE shall pay the wages to the workers employed by the contractor. The expenditure incurred by the Institute on account of payment of the wages to the workers shall be recovered from the bills of the contractor along with the penalty @ 25% of the wage not paid by the firm in time.
19. Institute have right to terminate the Contract in case of non payment/short payment of the wages to the workers employed by the contractor on the date/time/place fixed in this regard.
20. Contractor shall maintain all statutory records and registration provided under various Labour Laws such as MW Act, ER Act, CL(R&A) Act, BOCW (RE & CS) Act, EPF and other Laws. Thus records are to be kept at the Institute during the working hours.
21. The contractor shall ensure payment of the wages to the persons employed by him in terms of statutory provisions with reference to Minimum Wages Act and rules. Payment of Wages Act Rules notifications or orders in force at the time of disbursing wages. Contractor shall pay the wages on the date and at the place fixed by the INSTITUTE for this purpose in the presence of the authorized representative of INSTITUTE and for the purpose.



22. The contractor shall furnish monthly report to the INSTITUTE by 3rd of the every month without fail, on contract labourers deployed and job completed at work place. The contractor shall maintain register of workmen employment, register of wage-cum-muster role, register of fine, deduction for damage or loss to INSTITUTE, wage slip and register of accidents. He shall be liable to show any of the above documents as and when called upon and the failure of which can entail for fines and termination of the contract.
23. Contractor shall deposit the statutory dues under the EPF and Misc. provision Act regarding the workmen employed by him. He shall give the proof/challan of depositing the PF before 15th day of the month. Contractor's Bills shall be processed by INSTITUTE only when he submits the brief of the payment of the statutory dues of the workers under various Labour Laws such as Wages/PF etc.
24. The following shall also be produced by the contractor along with the bill for making payment:-
- (a) Attendance sheet indicating weekly off duly countersigned by officer of the INSTITUTE.
 - (b) Payment to the workers
 - (c) Copies of P.F. Challans along the list of persons and amount of EPF contribution deposited by the firm
 - (d) Income tax will be deducted
25. The Contractor will have to take out the following insurance policies to cover up all the risk and keep them valid till the successful completion of the contract
- (i) Workman's compensation
 - (ii) Risk/liability of the 3rd party
26. The Contractor should indemnify the Institute against any litigation arising from violation of rules and statutes. The firm shall conduct all legal proceeding as may be necessary without any cost to the Institute.
27. Contractor shall be allowed to employ 20 or more than 20 workmen only when he brings License under CL (R & A) Act, 1970.
28. If owing to breach of any of the provisions of these acts or any other relevant acts on the part of the contractor, INSTITUTE will have the right to deduct such amounts, payable against any contract, from the bills of the contractor. The contractor shall indemnify such losses as are incurred by INSTITUTE resulting from his non compliance with the relevant statutory provisions.
29. Risk and Costs – In case of failure of the contractor to perform the contract satisfactory the same will be cancelled at his risk and cost and a fresh contract will be entered into at the risk and cost of the defaulting contractors.
30. The agency has to given credit period for 30 day after giving bill to the Institute.
31. The Institute will not pay any extra charges for above manpower required for running of catering. However it will be sole responsibility of the agency to pay minimum wages including all statutory requirements also.
32. Institute in progress to obtain a gas pipeline from IGL for the uses in the Hostel Kitchen. The contracting agency is required to deposit the security money to IGL. On completion of the contract the agency has to clear the dues / NOC from IGL.



Annexure – VIII

BRAND OF MATERIAL TO BE USED / SERVED

1. Cooking Oil	-	Saffola/Sunflower/Swekar
2. Masala	-	MDH/Catch
3. Ice Cream	-	Mother Dairy / Amul
4. Salt	-	Iodised Annapurana / Tata
5. Wheat Flour	-	Pillsbury/Rajdhani/Ashirwad
6. Ghee	-	Gagan /Rath
7. Jam / Sauce	-	Kisan / Maggie
8. Butter Cube	-	Britannia / Amul (10 gm)
9. Tea Bag	-	Tata / Taj Mahal / Twinings
10. Coffee	-	Nescafe/BRU
11. Pickle	-	Nilons Mothers/Priya
12. Sugar	-	Mawana/Dhampur
13. Sugercubes	-	Daurala / Sugar free
14. Cornflakes	-	Kelloggs
15. Bread	-	Harvest / Britannia (Gold)
16. Biscuits	-	Britannia / Sunfeast
17. Maida / Suji Besan	-	Rajdhani/Shakti Bhog
18. Soya Sauce / Vineger / Chilli sauce	-	Tops
19. Rice (Basmati) Gate	-	Lalqilla / Davat / Kohinoor/India
20. Sugar Free	-	Sugar Free
21. Tooth Pick	-	Single Pieces (Sache)
22. Dal Tur/Moong/Chana)	-	Kendriya Bhandar
23. Papar	-	Lijjat
24. Soft Drinks	-	Pepsi / Coke / Sprite/Slice
25. Potato Chips	-	Uncle / Lays
26. Room Freshner	-	Reputed Brand

Note: For brands of any items not mentioned here and in case of non availability of any of the above particular brands in the market the contractor shall provide the brand alternative as per instruction from the Institute.



Annexure - IX

Schedule of Rate for snacks to be served as and when required

A.

S.no.	Item	Quantity	Rate
1.	Packed biscuit	As per given brand	
2.	Veg. Sandwich (big)	Per pc.	
3.	Veg. Cultet	2 pcs.	
4.	Veg. Patties	Per pcs.	
5.	Cheese Patties	Per pcs.	
6.	Boiled egg	2 egg	
7.	Bread Omlett	2 pcs. (egg and bread)	
8.	Veg. Samosa (big)	2 pcs.	
9.	Veg. Pakora	6 pcs.	
10.	Soft drinks	300 ml. any brand	
11.	Fruit juice	200 ml. any brand	
12.	Fresh lime	300 ml.	
13.	Potato chips (Uncle or Lays)	200 gms.	
14.	Pastry pineapple	1 pc.	
15.	Pastry black forest	1 pc.	
16.	Mineral water (Bisleri, Kinley & Aquafina)	1 ltr.	
17.	Minter water (Bisleri, Kinley & Aquafina)	½ ltr.	
18.	Tea	1 cup	
19.	Coffee	1 cup	
20.	Coconut water	200 ml.	

