

Notice inviting e-Tender for “Running & Maintenance of Departmental Canteen in NAI,
New Delhi”



Ref. No.: 01-13/2023-Proc. Cell

**TENDER NOTICE FOR RUNNING AND MAINTENNACE OF DEPARTMENTAL
CANTEEN AT NATIONAL ARCHIVES OF INDIA, JANPATH, NEW DELHI- 110 001**

E-Tenders are invited under Two-Bid system from reputed agencies, either by themselves or as a joint venture/ consortium/ partnership having proven capacity to provide Departmental Canteen Services in the National Archives of India, Janpath, New Delhi-110001. The contract shall be initially made for a period of **Two Year** extendable upto 5 years subject to satisfactory performance, requirement and mutual agreement. **Manual bids shall not be accepted.**

Director General of Archives
National Archives of India

Date: 27 December 2023
National Archives of India,
Janpath, New Delhi 110001

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1. CRITICAL DATES:

	DATE
e-Tender published date on GeM	27.12.2023
Seek clarification date	28.12.2023
Seek clarification end date	31.12.2024
Bid document download	27.12.2023
Bid submission start date	27.12.2023
Bid Submission End Date	15.01.2024
Technical Bid Opening Date	15.01.2024
Financial Bid Opening date	19.01.2024

2. Bid Submission: Bids shall be submitted online only at GeM Portal:
<https://gem.gov.in>

Bidders are advised to follow the ‘Special Instructions to the Contractors/ Bidders for the e-submission of the bids online’ at the GeM portal.

3. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/ director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
4. Tenderer who has downloaded the tender from the NAI website www.nationalarchives.nic.in and GeM portal website <https://gem.gov.in> shall not tamper/ modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/ modified in any manner,

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tender will be completely rejected and EMD would be forfeited and tenderer is liable to be black listed from doing business with the National Archives of India.

5. Intending tenderers are advised to keep checking the NAI website www.nationalarchives.nic.in and GeM portal <https://gem.gov.in> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment. Bid Security/EMD Payment: Earnest Money Deposit of **Rs.1,00,000/- (Rupees One Lakhs Only)** in the form of Demand Draft in favour of Administrative Officer, National Archives of India, New Delhi or may transfer to the NAI Account. The NAI Bank details are (Name and Branch details of the bank: Canara Bank, Govt. Business Module Branch, NAI, Account Number: 3525201000007, IFSC Code: CNRB0003525). The bidder shall submit the EMD/ UTR No. of RTGS/NEFT with the NAI in case of payment through Demand Draft or RTGS upload the receipt of the same with the online bid. EMD of unsuccessful bidders will be returned to them after expiry of the final bid validity i.e. latest by 30th day after the award of the contract. Vendors registered with Ministry of Micro and Small Enterprises (MSME) /National Small Scale Industries Corporation (NSIC) are exempted from payment of EMD. A copy of valid registration certificate should be submitted along with online bid. Performance Security Deposit of **Rs. 1,00,000/- (Rupees One Lakhs Only)/ 1% of the estimated cost** shall be deposited by the successful bidder. The same shall be returned to the firm after successful and satisfactory completion of the work after the contracted tenure. The NAI shall not pay any interest on performance security. The NAI shall reserve the right to forfeit the Performance Security Deposit in case of the firm failing to meet its obligations under the contract terms and conditions.

6. Technical Bid

The following documents are to be furnished by the Contractor along with **Technical Bid** as per the tender document:

- i. Signed and scanned copy of **proof for payment of Earnest Money Deposit.**
- ii. Signed and scanned copy of Certificates like Company Registration certificate, PAN No., GST No.
- iii. Signed and Scanned Copy of **Tender Acceptance Letter & Letter of Authorization to submit bid.**
- iv. An undertaking (self-certified) that the **agency hasn't been blacklisted** by Central/ State/ UT / any Government organization.

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- v. The bidder has Experience in similar work, if any please attach.
- vi. Income Tax Return of previous 3 financial years (i.e. 2020-21, 2021-22 and 2022-23) to be submitted.
- vii. Signed and scanned copy of valid FSSAI License.
- viii. The bidder should have an average annual financial turnover of Rs. 3.00 Crore or more during the last three years ending March 31, 2023.
- ix. Escalation matrix with full contact details, for the resolution of reported issues during contract period.
- x. The bidder shall sign on each and every page of bids and upload the bids with the exact name and address of the firm, which is bidding for the tendered requirement.
- xi. Company should have valid ISO 9001 with IAF (International Accreditation Forum); proof of document should be uploaded with Bids.

7. Scope of work/ location:

- i. Running and operation of Canteen/Cafeteria for about 1000 (approx.) including to provide indoor and outdoor hospitality services as & when required for National Archives of India permanent as well contractual staff.
- ii. Hospitality arrangements, to order, like Tea/Coffee/Soft Drinks/ High Tea/ Snacks/ Lunch (packed) Catering to the Atrium and Seminar Rooms of NAI and also provide the service and Buffet Lunch/ Dinner/ Tea/ High Tea for various meetings, as well Cultural Activities, Exhibitions, Seminars, Symposiums, Conferences, Training Programs, Statutory and non-statutory Bodies Meetings, retirement party and any other functions.
- iii. The tenderers are advised to visit the canteen before participating. The tenderer should assess the volume of business themselves. NAI will not guarantee any minimum / maximum business.

8. TERMS AND CONDITIONS

a) Tenure & Eligibility

- i. The contract will be up to 2 years from the date of signing the agreement.
- ii. The contract can be renewed for further period, duration of which would be determined by mutual agreement and terms and conditions which may be agreed upon by the NAI and Contractor but not more than 05 years.

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- iii. The bidder must have a valid FSSAI license to sell or deal in food products. The bidder must follow the ‘general hygienic and sanitary practices’ (GHSP) as stipulated in Part V of Schedule IV of FSS (Licencing and Registration of Food Businesses) Regulations, 2011.
- iv. Vendor is also required to open Snacks and Tea Kiosk to run and maintain staff room pantry.
- v. The bidder should have minimum **at least two works** experience of running the canteen as well as catering services towards exhibitions, seminars etc. in the Govt. Institutions, University Deptt./ Govt. hospitals and reputed institutions as well as PSUs. The relevant paper in regard of experience should be attached along with tender.

b) License fee and other Charges

- i. The licensee shall obtain a certificate/ permission from the NDMC/ MCD/ Delhi Police for running the canteen within the NAI premises.
- ii. The Licensee shall pay to the licensor a sum of Rs. 3,000/- per month as license fee in advance for each month on or before 7th day of each month.
- iii. The licensee has to arrange water tank at their own expenses if water crisis occur.
- iv. The contractor shall be responsible for the payment of GST on eatables if applicable to the concerned tax departments, and should provide a duplicate copy of the tax receipt to the NAI.
- v. The security earnest money, advance rent may be forfeited, adjusted in case the standard of cleanliness, quality of products and services are not maintained upto mark and in the case of non-payments of office dues.

c) Service

- i. The contractor will be required to provide service in the canteen premises and also in various rooms of NAI such as the Atrium, Seminar Rooms and on the occasion of exhibition, cultural programme on approved rates for items listed in Appendix-A.
- ii. At least one sweet and three salty items (Samosa, Vada, Pakora, Chowmein etc.) will be prepared daily. The menu would be prepared according to the Departmental Canteen Management Committee of NAI from time to time. The contractor should change menu for lunch every week.

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- iii. Materials used for cooking purpose tea, coffee, spices, food, vegetable etc. should be of good quality and before expiry date approved by the Departmental Canteen Management Committee of NAI. The contractor will take all necessary precautions against fire hazards.
- iv. The rate list and menu as approved by the Committee should be displayed clearly daily.
- v. The Competent Authority and Canteen Management Committee of NAI has the right to visit periodically, or have surprise visits to check the quality of food, services, cleanliness of the canteen and report to the DG, NAI. If required a feedback or from the users could be obtained anytime.
- vi. The contractor shall not sub contract the running of canteen to any other party.
- vii. The contractor should maintain punctuality in providing the service. The licensee will also have to make special arrangement for breakfast/ lunch/ dinner in the seminars and meetings as and when required.
- viii. The licensee shall not cause any nuisance, annoyance to the researchers, visitors, students and officials.
- ix. The licensee shall not use heavy duty electrical appliances without the permission of the Authority.
- x. In case of violation, strict legal action will be taken.
- xi. The licensee can start the facility for selling packaged food items from NAI canteen to outsiders. In this regard, a kiosk facility may be opened near the back gate of NAI to be facilitated for packing of food. **Licensee would be at liberty to charge different rates for food at this facility.**

9. Timings

- i. The canteen will function on all seven days of the week except gazette holidays.
- ii. It will function from 06:00 AM to 10:00 PM (Monday-Saturday) and may change as per additional requirement. Timing could be flexible but with prior permission from the NAI Authority.

10. Hygiene and cleanliness:

- i. The contractor will have to make arrangement for cleanliness of canteen and its surroundings including sewerage to the satisfaction of the NAI. The contractor shall also be responsible for the safe and hygienic disposal of the canteen waste. The garbage bins should be covered always and away from the eating place.

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- ii. The contractor shall arrange the items i.e. crockery, utensils, boilers, juice machine, cooking gas cylinders, cooking stove etc. and maintained the said items and proper and hygienic conditions.
- iii. The contractor has to ensure hygiene the cleanliness of the dress worn by the employee during the time of serving in the canteen. They should wear photo I-card and should carry clean duster with them always.

11. Canteen Employees:

- i. The contractor shall be subject to the regulation of labour laws of Delhi/ Central Government.
- ii. The contractor shall be under the discipline and follow the instructions issued from time to time by the NAI. The Contractor shall in no case disturb the working of the NAI. The employees would remain decent and courteous. Any of his employees indulging in any act of indiscipline, misbehavior or violent act(s) or abets others in doing so, and if it is prima facie proved, then contractor shall remove the employee concerned from the premises immediately on receipt of verbal or written communication from the authorities of the NAI.
- iii. Only 3-4 requisite staff of canteen contractor will be allowed to stay in the canteen after working hours (under special circumstances) with prior permission of the Authority and no unauthorized person shall be allowed to stay in the canteen.
- iv. Proper Police verification of person deputed by Contractor shall be done.
- v. All Rules & Regulation is a legal requirement for employment of labour, obtaining licensee for running of NAI canteen is the responsibility of contractor.
- vi. Any Dispute/ Litigation is subject to Delhi Jurisdiction only.
- vii. Any Terms & Conditions not covered in the agreement will be decided by the DG, NAI & decision on the same will be final & binding.

12. Utilization of canteen premises

- i. The possession of the premises will always be that of NAI even when the premises would be in use of the contractor.
- ii. The contractor shall have no right to sub-let, assign the licensee in any manner to any third party or authorize any other person to run the canteen once it has been formally awarded to them.

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- iii. The contractor is responsible to maintain the infrastructure facilities provided by the NAI such as sitting space, fans, electrical fittings, sanitary fittings, water cooler etc.
- iv. No employees/ researchers/ students/ outsiders will be allowed to smoke or consume alcohol/ banned or abused drugs in the canteen. The contractor shall not keep or sell any tobacco products or any hard drinks, or any other health hazard articles.
- v. The Licensee shall be deemed to be in the exclusive occupation of the licensed premise and licensor will have the right to enter upon the premise any time to inspect the canteen premises.
- vi. The Canteen premises will not be used for residential purpose. No bathing and washing of cloth etc. will be allowed by the workers in open area of NAI.
- vii. The Canteen premises shall be used only for carrying on the business of canteen and for no other purpose.
- viii. The contractor shall not carry out any addition or alteration or structural repairs in the said premises. Only such alteration of addition or repairs which are necessary and are not of permanent nature may be allowed to be carried out by the contractors but that also with the prior approval/ permission of the NAI.

13. Termination of the contract:

- i. The quality of food/ services provided will be checked from time to time and if found unsatisfactory the license may be canceled at any time by NAI without furnishing any notice. The NAI reserves the right to impose a fine if deemed necessary. Maximum amount of fine is to be mentioned.
- ii. The decision of NAI Authorities in the matter relating to the canteen shall be final and binding on the licensee.
- iii. In case of Termination of contract, contractor shall handover possession of NAI premises immediately and no claim of any type from the contractor shall be entertained.
- iv. The NAI reserves the right to terminate the canteen contract at any time after getting recommendation of committee constituted by the competent Authority of NAI against any serious complaint(s) regarding the performance/ maintenance of the canteen. The decision of the NAI in this regard shall be final.
- v. The Contract can be terminated either by NAI or the contractor by giving two

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months prior notice. However, if the contractor seeks termination of the contract in between the contract period his security deposits would be forfeited and if the NAI does so then the security deposit would be refunded to the contractor.

- vi. In case the contractor violates the terms & conditions of the contract, his/her contract would be cancelled without giving any notice.
14. The NAI reserves the right to reject any or all the tenders without assigning any reasons what so ever and is not bound to accept the lowest rates of items.
15. After opening the tenders the canteen committee may visit the sites and may check the preparation of cooked items as specified by the tenderer in support of working experience.
16. Successful tender shall execute the agreement on legal stamp paper of Rs.100/- for running & operation of canteen of National Archives of India (NAI) and accepted tender along with terms & conditions shall form the part of the agreement.

17. Award of Contract:-

- i. NAI will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- ii. The successful bidder will be required to execute an agreement in the form specified within a period of 15 days from the date of issue of Letter of Offer.
- iii. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of ‘Letter of Offer’ for an amount of **Rs.1,00,000/-** for the period of two years in the form of Demand Draft from the Nationalized Bank in favour of “Administrative Officer” National Archives of India. The Performance Security shall remain valid for a period of Ninety days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.
- iv. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.

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- v. If the successful bidder who has been awarded the contract fails to execute the work within one month from the date of award of contract, NAI reserves the right to withdraw the award of contract offered to the bidder and his EMD/ Performance Security will be forfeited.

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Annexure-I

On company letter head

UNDERTAKING

I/We have read the terms and conditions of the tender clearly and I/We agree to abide by them fully. On the acceptance of the offer, I / We will run the canteen at National Archives of India, New Delhi in compliance with the terms and conditions thereof.

Signature of the Contractor

Name:

Address and Phone Number:

Email:

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Annexure-II

On company letter head

**Tender for Running and Maintenance of Canteen Services at National Archives of
India (NAI), New Delhi**

I am submitting the tender for providing catering services for National Archives of India on contract basis as per details given below:-

1. Name of the Contractor:

2. Address:

Phone No: Mobile:

Resi:

Email :

3. Registration/ License No.(If a co-operative society)

(Attach attested Photostat copy of license issued by the competent authority)

4. Details of contracts executed till date (in a separate sheet with proof) in the following format

S.No. Nature of Contracts Period Government/Educational/Private Institutions

I)

II)

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5. S.No. Present Contracts in hand Period
- I)
II)
6. GST number _____
7. PAN no: _____
8. Personnel / Resources available:
9. Any other relevant information including information about conviction or pending cases under the Prevention of Food and Adulteration Act 1954

Name of Bidder:-

FINANCIAL BID

S.No.	Description	Amount per items in Rs. (inclusive taxes)
	Snacks	
1	Butter Toast– 2 slice(50gms.)	
2	Biscuits (Britannia/ Parle/ Priya Gold/ Bourbon/ Mc Vities/ Nutri Choice)	
3	Burger (100 gms.)	
4	Samosa (per piece) (100 gms.)/ Green Chutney	
5	Kachori (two piece) (50gms.)/ Green Chutney	
6	Pakora (100gms.)	
7	Palak Pakora with chutney	
8	Paneer Pakora with chutney	
9	Pyaj Pakora(50gms.) with chutney	
10	Bread Pakora (big bread stuffed) with chutney	
11	Paneer Pakora (per pc.) with chutney	

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12	Vegetable Cutlets (perPc.)(50 gms.)	
13	Mix.Vegetable Pakora per plate(100 gms.)	
14	Vegetable Petty (50gms.)	
15	Paneer Petty (50 gms.)	
16	Aloo Bonda and Vada Pao(50gms.)	
17	Sambar Vada (per plate-2pcs)(150 gms.)	
18	Idly Sambar (per plate-2pcs)(150gms.)_	
19	Pao Bhaji (2pcs.)(150gms.)	
20	Masala Dosa with sambar & chutney (100gms.)	
21	Onion Dosa with sambar & chutney (100gms.)	
22	Plain Dosa with sambar &chutney (100gms.)	
23	Uttipam with sambar & chutney (100gms.)_	
24	Chowmine (full plate(150gms.) _	
25	Two Bhatura (100 gms)	
26	4 poories with aloo vegetable/ Chana (100 gms.)	
27	Sprouts/ Chaat	
28	Wafers, Chocolates, Toffees etc.(only branded items)	
29	Spring Roll (1 Plate)	
30	Noodle(1Plate)	
31	Dahi Vada/Gol Gappe / AlooTikki	
32	Chhole Kulche/MattorKulche	
33	Maggie/Yippee/ Chings	
34	Chilli Potato/ Macroni/ Pasta	
35	Bhel Poori/ PaniPoori/ SevPoori	
36	Chowmine Roll/ Veg. Roll/ Paneer Roll	
37	Paneer Tikka/ Soyabean Chaap/ MalaiChaap	
38	Veg. Momos	
39	Sandwichs (Plainveg.)/Grilled)	
40	Fried Rice	
41	Egg Fried Rice	
42	Burger	
43	Bread Omellette	

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44	Dhokla	
	Drinks	
1	Tea(per cup) (150ml.)	
2	Tea(dip) (150ml.)	
3	Coffee (per cup) (150 ml.)	
4	Expresso Coffee(150ml.)	
5	Soft Drink 200ml/ 300 ml/ 500ml	
6	Coconut Water/ Nimbu Pani/ Lemonaid (In Summers)	
7	Soup(In Winters)	
8	Mineral water (One ltr.) Bisleri, Aquafina, Kinley, TATA Copper)	
9	Mineral water (Half ltr.) (Bisleri, Aquafina, Kinley, TATA Copper)	
10	Ice Tea	
11	Pulpy Orange	
12	Cold Coffee	
13	Fruit Juice packed (Only branded) & fresh juice	
14	Fruit Shake/ Juice (Fresh) small, medium, Large	
15	Butter Milk/ Chaach/ Flavor Milk (Amul/ Mother Dairy)	
	Lunch/Dinner	
1	Vegetables (per plate)	
2	Aloo Tamator (per plate) (150gms.)	
3	Aloo mattor (per plate)(150gms.)	
4	Kadi (per plate)(150 gms.)	
5	Vegetable Kofta (per Plate) (150gms.)	
6	Rajma (per plate)(150gms.)	
7	Dal (per plate) (150 gms.)	
8	Seasonal dry vegetable (perplate) (150 gms.)	
9	Chana dry (per plate)(150 gms.)	
10	Rice with cholley/ rajma/ dal(250 gms.)_	
11	Stuff Prantha (Aloo/ Gobhi/ Muli etc.(50gms.)_	

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12	Lunch Thali available between 12:00p.m. to 3:00p.m.	
13	Kadi/ dal/ rajma(150gms.)	
14	Dry vegetable (100gms.)	
15	Rice (150gms.)	
16	4 Pooris/ 4 chapatias (150 gms.)	
17	Naan/ Tandoori Roti/ Tawa/ Rumali Roti, Missis Roti /Plain Roti/ Lachha Parantha(150gms.)	
18	Raita (100gms.)	
19	Pickle/ Salad	
20	Curd (Amul/ Mother Dairy)	
21	Special Thali for meeting Lunch/ Dinner for NAI Function	
22	Special Arrangements during Festivals (Navratri)	
23	High Tea (Sandwich, pakoda, samosa, sweet etc.) for any Departmental Functions/ occasions	
Sweets/ Deserts		
1	Gulab Jamun(50gms.)	
2	Rasgulla (50gms.)	
3	Ice Cream (Amul/ Mother Dairy/ Kwality Walls)	
4	Seasonal Sweets- GajjarHalwa	
5	Jalebi/ Jalebi Rabri	
6	Pastries/ Cup-cakes	
Non-Veg.		
1	Egg Curry (02 pcs eggs)	
2	Chicken Curry (02 pcs chicken)	
3	Egg Biryani (500gms.)	
4	Chicken Biryani (500 gms)	
5	Boil Egg/Omlete(1Plate)(2 eggs)	

- All prices are inclusive of all applicable taxes (including GST).
- Branded/Packed items shall not be more than MRP.

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Signature of Bidder & Stamp

Annexure-III

AGREEMENT

THIS AGREEMENT has been made on this**day of** at Delhi **BETWEEN National Archives of India** (hereinafter referred to as the NAI) through its Director General **AND** M/s..... Proprietor, hereinafter called the Contractor of the other part.

Whereas the Contractor approached the NAI, through proper channel through the process of calling for tenders through GeM Portal and having the maximum experience of having worked in Government of India departments, the decision to grant him permission for running and maintenance of Departmental Canteen located within the premises of NAI.

And whereas the DG, NAI, after following the due procedure, has agreed to provide the said Contractor for running the Departmental Canteen on the terms and conditions here in after set out:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. The DG, NAI hereby grants a permission unto the Contractor to run the Departmental Canteen. The contract for the Canteen of NAI shall be for a period of 02 Years w.e.f..... To And further period of 03 years on year-to-year basis of performance of the contractor (Not more than 05 years). The contract shall come to an end on the expiry of 24 months and no separate notice will be served or required on either side. It is understood that the Contractor will provide all services agreed upon for the entire period of the contract, not discontinue the

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same in the middle of the semester or course.

2. The Contractor shall serve food items strictly as per this agreement (sample menus attached) and the DG or authorized officers may at any time enter the premises for general inspection without any prior notice. Such officer shall also be entitled to takeaway sample of food and other items prepared by the Contractor, free of cost, for the purpose of inspection, testing, trial or analysis with a view to ensure that the food items served by the Contractor are whole some edible food and confirm to the general guidelines/ standards normally prescribed by FSSAI in respect of such food items for human consumption. If the food, supplied by the Contractor is found to be of substandard quality then the DG, NAI may cancel this agreement forthwith without giving any notice.
3. The Contractor shall prepare and prominently display the menu for the day, which will be prepared in Canteen.
4. The food shall be cooked, stored and served under hygienic conditions. The contractor shall ensure that only freshly cooked food is served, and that stale food is not recycled. Stale food shall be removed from the canteen premises as soon as possible. Un-refrigerated cooked food, not consumed within 6 (six) hours in summer months and 10 (ten) hours in winter months, shall be deemed to be stale and unfit for consumption.
5. The food shall be neither too spicy nor too oily. The food preparation shall be whole some and shall generally cater to the taste of the staff and students.
6. The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard. The utensils shall have to be maintained sparkling clean at all time.
7. The contractor shall pay special attention to maintain the canteen in a neat and tidy condition at all times. For this purpose, the canteen shall be cleaned thoroughly after each meal.
8. The waste material and unused/ leftover food from canteen shall be removed from canteen premises every day.
13. The NAI will provide to the Contractor the required nos. of furniture, water cooler, which shall be duly receipted by the Contractor and the Contractor shall hand over the same to the canteen in good working order on termination or conclusion of this deed, as the case may be. The Contractor shall keep these items in functional order at his own expenses.

Such other infrastructure as may be required for cooking, serving and

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catering the regular meals and other items, including refrigerator, geyser, crockery, cutlery, tables, flower vases, and liveries for canteen staff shall be arranged by the Contractor on his own cost and risk. Extra water tankers, if required, shall also be provided by the Contractor and the same shall be brought in the NAI premises with the prior approval of the Competent Authority.

14. The Contractor shall use cooking gas at his own expense and risk for cooking purpose and shall not use any other kind of fuel or electric heater. The contractor shall not be allowed to use electricity as a cooking fuel. However, use of toasters, refrigerators, geysers, water coolers, mixer/ grinder, oven and other equipments for cutting/ grilling vegetables, etc. shall be permitted. Any other electrical cooking appliance may also be used by the service provider after obtaining prior written permission of the Competent Authority.
15. The Contractor shall keep suggestion/ complaint book for consumer to lodge their complaints/ suggestions and shall abide by the decision of the Competent Authority made in respect of any complaint/ suggestion and shall be bound to follow the same.
16. The Contractor shall keep the canteen open every day from 8:00 a.m. to 8:00 p.m. or as is decided by the Competent Authority from time to time.
17. The Competent Authority shall provide a suitable space to the Contractor for being used as a pantry and kitchen. This shall not confer any right in or upon the said premises of any kind what so ever. The Contractor to use the said space shall be co-extensive with main contract (i.e. the Agreement), and the said Contractor shall automatically come to an end on the conclusion of the same, as the case may be, on any ground what so ever.
18. The Contractor shall ensure that the pantry, the kitchen and hall, furniture, water cooler, refrigerator, fans, tubes, tables and benches in the hall are kept neat and clean at all the times.
19. The Contractor shall not carry out any addition/ alteration in the portion allowed to him for the above purpose, except with prior written permission from the DG, NAI.
20. The Contractor shall vacate the premises within 12 hours of the conclusion of this agreement or on the termination of this agreement, if takes place at an earlier date.
21. The Contractor shall be allowed to remove his/ her utensils and equipments, from the premises only after he/ she obtain a ‘no dues’ certificate from the Competent

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Authority.

22. It shall be the responsibility of the Contractor to give a clean and vacant possession of the premises on the conclusion or termination of this agreement.
23. The Contractor shall pay fees Rs. 5000/- per month for the use of the premises allowed to be used for pantry and kitchen and other related purpose.
24. The Contractor will also be provided with electricity connection.
25. The Contractor will also be provided with water supply. Water tankers, if found necessary on account of shortage of water supply, shall be arranged by the Contractor at his/her own expense. However, the same shall be brought in NAI premises only with a prior approval of the competent authority of NAI.
26. The Contractor shall engage his own staff as may be required for efficient running of the Canteen. The Contractor shall engage such staff with prior police verification and shall provide a list of such staff alongwith their permanent and local addresses. The Contractor shall take all reasonable precautions to ensure that staff engaged by him attire themselves, while on duty, in proper uniform to be prescribed in consultation with the Competent Authority and maintain at all times the decency norms so as to behave with the Staff in a civil, sober, polite and honest manner.
27. The Contractor shall ensure that the dues of all the employees engaged by him are paid in time. The contractor shall not pay less than what is provided under the law to workers engaged by him for the work. The contractor shall be required to comply with all statutory norms including the provisions of Minimum Wages.
28. The contractor shall be liable to comply with all Labour Laws including Employee’s State Insurance Act 1948 and Employees’ Provident Fund and Miscellaneous Provisions Act 1952. The contractor shall also be responsible for violation, if any, of the provisions of the said Acts, the Competent Authority shall have no liability on this account.
29. The Competent Authority shall not be liable for any payment to the staff of the Contractor on account of Salary and Allowances, Leave, Uniform, Medical Aid, Insurance Policy, Provident Fund, ESI dues, and Services Tax payable to Govt. of Delhi/ India etc. whatsoever, which shall be the responsibility of the Contractor. The Contractor shall also ensure that the norm prescribed by the Human Rights Commission or Government of India, Minimum wages Act, Provision of Industrial Disputes Act or any such other legislation, to the extent applicable, are fully observed by the Contractor and the DG, NAI is kept harmless and indemnified in this behalf. The Contractor hereby undertakes to keep the Competent Authority harmless and indemnified against any claim or demand of his workmen under any industrial law for the time being in force, or as may be amended from time to time.

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30. The Contractor shall install firefighting equipment in the kitchen as per Fire Regulation and keep the premises harmless and indemnified against any damage arising on account of fire, theft or negligence on the part of the Contractor or his staff, to any property, or to any resident or staff, such loss or damage shall be made good at the cost of the Contractor.
31. The contractor shall be responsible for his employees in observing all security and safety regulations and instructions as may be issued by the NAI from time to time. However, the contractor shall not in any capacity employ any person(s) of bad character or any person whose antecedents are not acceptable to the NAI.
32. In case, the NAI suffers loss of any nature on account of the contractor or his employees for not following security/ safety regulation/ instructions, the contractor shall be liable to make good the loss as determined by the NAI at its sole discretion and the NAI shall have the right to recover such losses, etc., from the dues payable to the contractor and/ or his security deposit with the NAI.
33. The Contractor shall deposit a Bank Draft of **Rs. 1,00,000/- (Rupees One Lakhs only)** in favour of ‘Director General’ National Archives of India as interest free security before the award of this agreement, which shall be refundable to the Contractor on the conclusion or termination of this agreement after adjusting such amounts as may be found due from the Contractor including fines, if any, imposed upon the Contractor on account of deficient services.
34. If in any circumstances the contractor is not able to perform his contract or leaves the same in-between then the security deposit made by the contractor shall stand forfeited and the contractor shall be liable to pay damages to the NAI equivalent to two months of contract charges per month.
35. This agreement may be renewed by the parties on such terms and conditions as are agreed between the parties on the conclusion of this agreement. The renewal of the contract if any should be discussed and confirmed in the 11th month of the contract only. However, unless the contract is renewed, it shall come to an end as afore mentioned.
36. The DG, NAI may appoint a sub-committee to monitor the performance and quality of food and other items supplied by the Contractor and if at any time it is found that the Contractor fails to fulfill any of the conditions of this agreement, the DG, NAI impose a fine/ penalty up to Rs. 5,000/- (Rupees Five thousand only) per default or terminate the contract by giving one month’s notice to the Contractor. However, if the period of notice falls short of one month because of the contract coming to an end in its natural course, such a notice will be only for such no. of

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days as may be left for the contract to expire in its natural course in such case, the conditions for one month shall not be applicable nor insisted.

37. The Contractor shall adhere strictly to the Agreement in contravention of any terms of the Agreement, the Contractor shall be liable to pay Rs. 5,000/- (Rupees Five thousand only) as fine/ penalty for each violation.
38. The NAI shall at any time be entitled to determine and terminate the contract for any reason including unsatisfactory performance or violation of Minimum Wages Act or any other statutory regulations of any of the other terms and conditions of the contract. A notice in writing from the NAI to the contractor shall be issued giving 30 (Thirty) days time for such termination and vacation of the premises, without assigning any reasons thereof. Under exceptional circumstances, this 30 day period may be appropriately reduced. However, the termination of the contract shall not relieve the service provider of any of his obligations imposed by the contract with respect to the work performed by them prior to such termination.
39. The DG, NAI can also terminate the contract in case of more than three complaints regarding quality of food and behavior of staff are received by the staff, scholars, and guests or if more than three penalties are imposed on the contractor.
40. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before/ after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by the DG, NAI at the time of the dispute. The award given by the arbitrator so appointed shall be binding on the parties. It will not be open to the parties to challenge the jurisdiction of the arbitrator after the award has been made. If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/ withdraws for any reason from the position of arbitration, it shall be lawful for the DG, NAI of the NAI to appoint another to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor if both the parties consent to this effect failing which the arbitrator shall be entitled to proceeded-novo. The venue of arbitration shall be at Delhi. Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

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41. The contract shall be governed by and constructed according to the laws in force in India. The Contractor shall hereby submit to the jurisdiction of the courts situated at Delhi for the purpose of actions and proceedings arising out of the contract and the courts at Delhi shall have the sole jurisdiction to hear and decide such actions and proceedings.
42. The employees hired by the contractor should be fully Covid-19 vaccinated and should follow covid-19 norms whenever needed as per direction given by the Government of India/ Delhi Government.
43. The contractor and employees should not enter the premises with alcohol/ drugs.

In witness where of the parties have set their hands here to in presence of witnesses.

In the presence of DG, NAI

Contractor

Witnesses:

Place:

Date: