

संख्या: 10/26/2018-लो.ना.ज.ना. रा.अ.वि.वि.सं.

भारत सरकार

लो.ना.ज.ना. राष्ट्रीय अपराध शास्त्र एवं विधि विज्ञान संस्थान  
(गृह मंत्रालय)

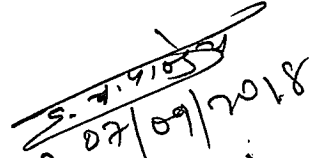
सेक्टर-3, बाहरी रिंग रोड,  
रोहिणी, दिल्ली- 110085

दिनांक-07/09/2018

**“Expression of Interest”**

**Subject: Notice Inviting Tenders (NIT) for providing the facility of Hostel Mess/Canteen Services in LNJN NICFS (MHA)-regarding.**

1. Tenders are invited for **“Providing the facility of Hostel Mess/Canteen Services in LNJN NICFS (MHA)”** initially for three years extended up to five years on the performance basis.
2. Interested Firms may submit their Tenders in this Institute for **“Providing the facility of Hostel Mess/Canteen Services”**.
3. Interested Firm may download the EOI/NIT from the website and submit to this Institute **“Loknayak Jayaprakash Narayan National Institute of Criminology & Forensic Science, Institutional Area, Outer Ring Road, Sector-3, Rohini, Delhi-110085”** before closing date i.e. 24<sup>th</sup> September, 2018.
4. Interested firms are requested to enclose a demand draft of Rs. 500/- with their tenders as NIT Price/fee which is non-refundable.
5. The Demand Draft should be prepared in favour of **“PAO CRPF-II”** payable at Delhi.

  
07/09/2018  
(हरीश चन्द्र पाण्डेय)  
प्रशासनिक अधिकारी

Expression of Interest for Hostel Mess/Canteen Services

Expression of Interest

For

Providing of Hostel Mess /Canteen Services

At

LNJN NICFS, Ministry of Home Affairs, Govt. of India,  
Institutional Area, Outer Ring Road, Sector-3, Rohini,  
Delhi-110085

NIT No. : File No.10/26/2018-LNJN NICFS  
NIT Issue Date : 07-09-2018  
Last Date of Bid Submission : 24-09-2018 till 03:00 PM  
Date of Bid Opening : 24-09-2018 at 03:30 PM

Signature of Bidder

Lok Nayak Jayaprakash Narayan National Institute of Criminology & Forensic Science, Institutional Area, Institutional Area, Outer Ring Road, Sector-3, Rohini, Delhi-110085 invites bidders for running of "Hostel Mess/Canteen" Services. You are requested to quote your best offer along with the complete details of specifications, terms & conditions. Bids should be sealed and super-scribed with Bidder name, number and addressed to:

**"The Director"**

**LNJN NICFS, Ministry of Home Affairs, Govt. of India,  
Institutional Area, Institutional Area, Outer Ring Road, Sector-3, Rohini, Delhi-110085**

The sealed bids should reach the Institute, latest by 24.09.2018 at 03:00 PM and it will be opened on same day at 03:30 PM by the Tender Opening Committee of LNJN NICFS, Ministry of Home Affairs, Govt. of India, Institutional Area, Institutional Area, Outer Ring Road, Sector-3, Rohini, Delhi-110085 in the presence of the bidder(s) or their authorized representative(s), who will present at the scheduled date and time.

**Scope of Work:**

- 1 The Institute requires a Contractor to run Hostel Mess/Canteen Services at LNJN NICFS, Ministry of Home Affairs, Govt. of India, Institutional Area, Outer Ring Road, Sector-3, Rohini, Delhi-110085 to cater for the needs of the students, residents, faculties, staff and visitors attending the Institute.
- 2 The strength of mess members (student) is expected to be more than 200 during a week, and strength of Senior Officers Trainees is expected to be 175 members for whom a superior quality of meals is to be served. During the summer and winter vacations, mess shall remain closed, unless prior agreement is reached between the LNJN NICFS/Mess Committee and the Caterer.
- 3 Strict adherence to the timings, menu and prices of extra items will be made as determined by the LNJN NICFS / Mess Committee in consultation with the Caterer.

**Terms & Conditions:**

**General Conditions:**

**1. Preparation and Submission of Tender:**

The bid should be submitted in two parts i.e. Technical Bid and Financial Bid sealed by the bidders in two separate covers "Technical Bid for Hostel Mess/Catering Services" and "Financial Bid for Hostel Mess/Catering Services". Both Sealed Envelopes should be kept in a main envelope super-scribed as "Bid for Hostel Mess/Catering Services".

The Bidder shall submit copy of required documents along with tender document and each page of this document should be signed & stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender document.

Signature of Bidder

2. **Earnest Money Deposit:**

The bidder shall be required to submit the Earnest Money (EMD) an amount of Rs.50000/- (Rupees Fifty Thousand Only) by way of demand drafts only. The demand drafts shall be drawn in favor of "The Director, LNJNI NICFS" and must be enclosed with the Technical bid.

The EMD of the successful bidder shall be returned after the successful execution of contract agreement and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without EMD will be rejected.

3. **Period of Contract:**

The period of contract shall be initially for three years from the date of signing of agreement. It is further extendable for maximum period up to two years on the same terms and conditions. The rates at which the contract is awarded will be reviewed mutually in every year according to inflation /as per govt. index.

4. All the Technical Bidder will be scrutinized, by the committee to check all relevant documents for their authenticity and the Bidder whose Technical Bidders are accepted will be eligible for opening of Financial Bid.
5. Work order will not merely be awarded on the basis of L1. The firm, whom the committee find best to run the Mess after evaluation of their currently running sites, will be awarded the work order.
6. The decision to award the Mess contract will be taken on the basis of quality and quantity with feasibility.
7. No Bidder will be allowed to withdraw after submission of their Bids within the bid validity period; otherwise the EMD submitted by the Bidder firm would stand forfeited.
8. In case the successful Bidder declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.
9. A formal contract between Contractor & LNJNI NICFS shall be entered into with the successful Bidder. In this contract, the successful bidder shall be defined as Contractor.
10. The successful Bidder will have to deposit a 'Performance Security' as FDR /Bank Guarantee of Rs. 1,00,000.00 (Rupees One Lakh only) in favor of "The Director, LNJNI NICFS" as per the prescribed format attached as Annexure -IV payable at New Delhi and valid for 60 days beyond the expiry period of contract.
11. Each page of the Bid documents and papers submitted along with should be numbered, signed and stamped by the authorized signatory in acceptance of the terms and conditions laid down by LNJNI NICFS. The Director of LNJNI NICFS reserves the right to reject all or any Bid in whole, or in part, without assigning any reasons thereof.

Signature of bidder

12. Interested Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Bids to the LNJNI NICFS. Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of bid by a Bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done.
13. All Bidders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate put forth by the Bidder shall be summarily rejected.
14. The Bidder is liable to exclusion from consideration if: Any attempt at negotiation direct or indirect on the part of the Bidder with the authority to whom he has submitted the Bid or the authority who is finally competent to accept it after he has submitted his Bid or any endeavor to secure any interest for an actual or prospective Bid.
15. The successful bidder/contractor will be required to enter into an Agreement/ Contract.
16. The services will be provided to the Institute/Mess at the fixed rate.
17. The Mess will run on all days including Sundays and Holidays. The timings and working days of the Mess will be regulated by the Institute /mess committee.
18. The contractor will be responsible for maintaining adequate number of persons engaged in cooking distribution of food and disposal of garbage and left over food.
19. The contractor shall bear the cost, if required, for necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the aforementioned services. He shall assure Mess Committee against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses.
20. Police verification and worker's identity cards will be compulsory. Employees will be in proper uniform provided by the contractor, should be medically fit, hygienically suitable, nails trimmed, haircut and shave taken. The conduct/characters/antecedents and proper behavior of the workers in the Mess shall be the sole responsibility of the contractor.
21. The bearer / staff (not below the age of 18 years) employed by the contractor shall always have to be medically fit, neat and clean. The contractor shall not employ child labor as prohibited under the labor law / rules / regulations.
22. The contractor and his employees would be governed by the discipline rules as may be laid down by the Institute while they are in the Institute premises. The responsibility of maintaining the cleanliness and hygienic condition of the mess and proper disposal of waste will be of the contractor.
23. Refilling of commercial gas cylinders and procurement of good quality raw material provisions and other consumables is the responsibility of the caterer.

Signature of Bidder

24. The caterer shall, at his cost, maintain adequate stocks of food grain, edible oil, fresh vegetables, grocery etc.
25. Vegetarian and Non Vegetarian food will be cooked and served separately as per requirement.
26. Quality of food/services provided will be inspected /checked from time to time. If; found unsatisfactory, the Institute/Mess Committee reserves the right to impose a fine, if; deemed necessary.
27. Dining hall furniture, service counters etc. will be provided by Institute. Upkeep of all items provided by the Institute shall be the sole responsibility of the caterer.
28. The contractor shall be responsible for ensuring safety measures and maintenance of all the equipment/fixtures installed/provided by the Institute, during the entire period of the contract. If any damage/loss of equipment/fixtures found, then the same will be recovered from the contractor. The contractor shall take adequate fire precautions.
29. The Contractor will be provided with the space and infrastructure like tables, chairs, lights, fans, water coolers and electricity/water supply. Civil and Electrical works will be attended by Institute. The Caterer will maintain full cleanliness and hygienic conditions in the canteen.
30. The successful Bidder shall not sublet the premises either in whole or in part. No additions or alterations of the premises will be made without permission of the Institute.
31. **Quality of materials and preparation:** The Contractor shall ensure that the food items decided by the Institute /Mess Committee should be invariably followed. The committee members shall have free access to inspect the kitchen, service counters and dining hall at any time on any working day and waste and garbage disposal must be done twice a day on regular basis.
32. The Contractor shall ensure that either he himself remains present during services to the students or one of his responsible supervisors remains present.
33. The Contractor shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.

A. **Qualifying Requirements:**

1. The Bidder/firm/company should have valid Food License from Food Safety Standard Authority of India /local authority. ISO certification is desirable.
2. The Bidder should have at least three years experience of approximate 100 persons / monthly or more for Mess/Canteen services to provide in any Universities/ Institutions of Government of India in last 3 years.

Signature of Bidder

3. The Bidder/firm/company must have annual average turnover of Rs.50.00 Lakh during the last three years and should have experience in the field of mess/catering services. The Copy of ITR, Balance Sheet and P&L A/c for last 3 years to be enclosed.
4. A firm having any suit/criminal case pending against its proprietor/Directors having been earlier convicted for violation of EPF/ESI/Minimum Wages Act or any other laws in force shall also not be eligible.
5. Bid should be complete, covering the entire scope of job and should confirm to the General, and Special Conditions indicated in the bid documents. Incomplete and non-confirming Bidder will be rejected outrightly.
6. No Joint Venture/ Consortium are allowed to participate in the Bidding Process.
7. Bidder should submit an undertaking on firm's letterhead in this regard.
8. List of the present contract with public and private institutes should be submitted.
9. Copy of registrations as PAN, GST, EPF, ESI, Labor License, FSSAI License, and ISO Certification is mandatory to be enclosed along with technical bid.
10. Validity of Bid: The quoted rates must be valid for a period of **180 days** from the date of closing of the Bids. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quotes the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

**B. Legal Terms and Conditions:**

1. The Bidder should make sure that work should be as per the guidelines laid by **FSSAI (Food Safety and Standards Authority of India)**
2. It is responsibility of the Bidder to go through the **Food Safety Audit** as conducted by FSSAI from time to time to check compliance with the standards of food safety and hygiene prescribed under Schedule 4 of the Food Safety and Standards (Licensing and Registration of Food Business) Regulation, 2011 in the premises of canteen in mess building.
3. The Bidder (food business operator) should have at least one trained and certified person in their business premises to ensure food safety. He may nominate a person as food safety supervisor.
4. The Contractor and his staff shall abide by various rules and regulations of LNJNI NICFS as prevalent from time to time.

Signature of Bidder

5. The Bidder shall comply with all existing labour laws and Acts, provisions, such as Contract Labour Regulation Act, Workmen's' Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, etc.
6. The Bidder shall submit a list of all workers engaged to carry out the catering work, and would intimate as and when any change takes place. The Bidder shall not at any time engage any minor to carry out the work under the contract.
7. The Bidder shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Institute immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
8. The LNJNI NICFS would have the right to terminate the contract on three months prior notice in case the work performance is not up to the standard, or in case there is any violation of LNJNI NICFS rules & regulations
9. The decision of Director, LNJNI NICFS in this regard would be final and binding on the Contractor. The contractor and his staff shall comply with all instructions and directions of the LNJNI NICFS authorities given from time to time.
10. All the workers engaged by the contractor for carrying out tasks under this contract, shall be deemed to be the employees of the contractor only. The Bidder shall be solely responsible for their wages, fringe benefits, conduct, duty roster, leave records, relievers, etc.
11. The Bidder shall also provide its workers photo-identity cards which shall be checked by the Mess Committee/ LNJNI NICFS as and when necessary.
12. The successful vendor shall maintain a complaint & suggestion book in a prominent place in the premises.
13. The Contractor shall maintain and provide all necessary documentation, registers and records in connection with the performance of canteen according to **FSSAI (Food Safety and Standards Authority of India)** and other related documents including for complying with any statutory requirements and provisions of applicable laws.
14. Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
15. The contractor shall ensure that the person deployed are disciplined and conduct in office premises, be best suitable and is entailed on enforce in prohibition of consumption of alcoholic drinks, smoking, loitering without work and engaging in gambling, satta or any immoral act.

Signature of Bidder



16. **Dispute Settlement:** It is mutually agreed that all differences and disputes arising out of or in connection with this agreements shall be settled by mutual discussions and negotiations. If such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the LNJNI NICFS whose decision shall be final and binding on both the parties.

C. **Other terms and conditions:**

1. **Arbitration:** If any difference arises concerning this agreement, its interpretation on payment to be made there-under, the same shall be settled out by mutual consultation and negotiation. The provision of Arbitration and Conciliation Act 1996 and the rule framed there under and in force shall be applicable to such proceedings.
2. **Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of LNJNI NICFS which will be at liberty to refuse if it thinks fit.
3. **Breach of Terms and Conditions:** In case of breach of any terms and conditions or pecuniary and material loss suffered by the Institute on account of negligence attributable to the Contractor or his employees, the LNJNI NICFS will have the right to cancel the work order.
4. The standard of sanitation will always be up to the satisfaction of the authorized representative or the officer-in-charge whose decision in this regard shall be final and binding on the contractor.
5. The contractor shall supply to his workers all gadgets/articles required for safety purposes, such as gas masks, torch, safety belt, gas lantern etc. He may also maintain a First Aid Box to meet any emergency in respect of staff deputed by him.
6. The work shall be carried out satisfactorily as per the directions of the Institute/Mess Committee. The LNJNI NICFS reserves the right to impose a monetary penalty of the respective item, if he notices or it is brought to his notice any unsatisfactory cleaning, non-wearing of uniforms and gumboot by the employees deputed by the contractor firm.
7. After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive Bidder.
8. Conditional bid will be treated as unresponsive and it may be rejected.

Signature of Bidder

**D. Applicable Law:**

The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Delhi/New Delhi only. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at New Delhi.

**E. Hygiene & Other Standards for the staff provided by the Contractor:**

1. The contractor shall be responsible for good behavior and conduct of his workers. The contractor shall engage no worker with doubtful integrity of having bad record.
2. The employees should be in proper uniform at the time of work. The uniform provided to the workers by the contractor should be different and distinguish from other categories of the Institute staff with nameplate & badges.
3. The employees should be presentable in appearance i.e. well cut and groomed hair, properly combed, neat shaved etc.
4. Contractor/service provider shall get medical examination of the staff deployed to ensure that they are free from any contagious diseases and/or are fit for discharge of duties as are assigned to him/her. Medical certificate every six months shall be provided starting from the date of start of work.
5. The Contractor shall provide its staff, a minimum of two sets of uniforms. The employees shall also display a photo identity card on their person clipped to the shirt at all times.
6. **Right of the LNJNI NICFS:** The Institute has reserves the right to suitably increase/reduce the scope of work put to this Bidder. In case of any ambiguity in the interpretation of any of the clauses in Bid Document /Agreement, interpretation of the clauses by the LNJNI NICFS shall be final and bindings on all Parties.

**F. Force Majeure:**

1. Neither party shall be deemed to be in breach of this agreement if; failure to comply with the requirement of this agreement is due to circumstances beyond the control of the LNJNI NICFS or Successful vendor.
2. If; any strike or lockout either in LNJNI NICFS or in the Local area, the Successful vendor is unable to function or his business is affected, the Institute shall not be liable for any loss, which the Successful vendor may suffer in such an event.

Signature of Bidder

**G. Payment Terms:**

1. The LNJV NICFS shall pay the agreed amount on production of 'Monthly Bill' for the amount towards services rendered during the preceding one month. No other charges of any kind shall be payable. The TDS as applicable shall be deducted from the monthly bill.
2. Similarly, as and when faculty/staff/visiting faculty avail Mess services, such charges should be collected by the Bidder directly, and the Institute shall not be responsible for the same.

**H. Mess Timing:**

The Mess Committee however reserves the right to make any alternation in it in consultation with the caterer. Mess timing would normally be as under;

Breakfast	7:30AM to 9:00 AM
Lunch	01:00 PM to 2:30 PM
Snacks	05:00 PM to 6.00 PM
Dinner	08:00 PM to 9:30 PM

1. Rebate will be given to students with approval of Competent Authority for a minimum period of three days on which he/ she does not avail mess facility with prior intimation.
2. The advance from students should be deposited strictly by 5<sup>th</sup> of each month, failing which the food will not be served after 10<sup>th</sup> of each month.
3. Sufficient counters for every meal shall be made operational. The decision of Mess Committee in this regard shall be final.
4. In case mess is closed on any occasion or owing to pest control etc., special lunch / dinner shall be provided to the student at no extra cost.

**Name** :  
**Address** :  
**Phone/Mobile No** :  
**Email** :  
**Seal** :

Signature of Bidder

Technical Bid**In Separate Sealed Cover-I super scribed "Technical Bid"**

(Copy of the Mandatory Documents strictly to be enclosed by the bidder along with Technical Bid)

Sl. No.	Items	Details	Page No.
1	Name and Address of the Bidder/Agency/ firm/Company		
2	Name of the Owner(s)/Director/ Partners		
	Telephone no.		
	Residence		
	Office		
	Mobile		
3	ESI Registration /Code		
	EPF Registration /Code		
	Labor License No.		
4	GST Registration No.		
5	PAN		
6	Fssai /Food License No.		
7	ISO Certification No.		
8	List of Clientele /Organizations where Bidder is providing Mess/ Catering services		
9	Please attach Copy of The Work Performance Certificate of Mess/ Cantering Work		
10	Please attach Copy of ITR, Balance sheet and P& L A/c for 2015-16, 2016-17 and 2017-18		
11	Details of EMD /Exemption Claim Certificate (DD/Pay Order No. Date, Amount & Bank Name)		

Name :  
Address :  
Phone/Mobile No :  
Email :  
Seal :

Signature of Bidder

## Hostel Mess /Catering Menu

### 1. BREAKFAST:

1. Tea / Coffee
2. Stuffed Parantha with Achar Or Poori-Aalu subzi Or Upma/Idli/Vada/Dosa with Sambhar Or Pav Bhaji Or Vegitable Poha or Bread Butter with Jam
3. 1 Fruit / Banana (Four Day in Week)

### 2. LUNCH:

#### [Thali for Student]

1. Tandoori Roti/Chapatti/Poori
2. Dal/Sambhar/Karhi/Rajmah/Chhola
3. Seasonal Vegetable
4. Rice
5. Raita
6. Pickle/Salad

#### [Buffet for Faculty/Guests]

Special Paneer Veg., Papad & Sweet or Fruits as Extra

### 3. DINNER:

#### [Thali for Student]

1. Chapatti or Poori
2. Dal/Sambhar/Karhi/Rajmah/Chhola
3. Seasonal Vegetable
4. Rice
5. Raita
6. Pickle/Salad
7. Sweet Dish-as a part of special meal (thrice a week)

#### [Buffet for Faculty/Guests]

Special Paneer Veg., Papad & Sweet or Fruits as Extra

### Note:

1. Any Other Items will be served as decided by the Institute/Mess committee on mutually.
2. Other than above menu all items available in mess/canteen will chargeable as per market rate.

Name :  
Address :  
Phone/Mobile No :  
Email :  
Seal :

Signature of Bidder

**BRAND / STANDARD OF CONSUMABLES ITEMS TO BE USED**

<b>Name of Item</b>	<b>Brand</b>
Salt	Tata/Annapurna/ Catch/ Saffola/ Nature fresh
Spices	MDH Masala/ Badshah/ Everest
Ketchup	Maggi/ Kissan/Tops
Oil	Sunflower/ Sundrop/ Saffola/ Fortune/ Natural
Pickle	Mother's recipe/ Priya/ MTR/Tops/Pachranga
Atta	Ashirvad/ Pillsbury/ Annapurna/ Shakti bhog/Delhi Floor Mill
Rice	Dawat/ Lal quila/ kophinoor/ india gate
Instant Noodles	Top Ramen/ Maggi
Papad	Lijjat/Bhikaji/Oswal/Bikaner
Butter	Amul/Brittania/ Mother Dairy
Bread	Hrvest/Brittania
Cornflakes	Kellog's/ Bagrry's/ Kwality
Jam	Kissan/ Maggi/ Tops
Ghee	Amul/ Mother Dairy/ Milk food
Milk	Amul/ Mother Dairy/DMS
Paneer	Mother Dairy/Amul/ Saras
Tea	Brook Bond/ Lipton/ Tata/ Taaza/ Taj Mahal/Duncan
Coffee	Nescafe/ Bru
Ice Cream	Amul/ Mother Dairy/ Kwality

The canteen operator may use any other standard/ FPO approved brands only if permitted by the Mess Committee of LNJNI NICFS.

**Name** :  
**Address** :  
**Phone/Mobile No** :  
**Email** :  
**Seal** :

Signature of Bidder

**Financial Bid**

Sl. No.	Particulars of Mess Services [Per Meal/Per Day]		Amount in Rupees*	Amount in Rupees (In Words)*
1	For Students (As Per Menu)	Breakfast, Lunch, Evening Tea with Biscuit & Dinner		
2	For Officers/Guest (As Per Menu)	Breakfast		
		Lunch		
		Evening Tea with Biscuit		
		Dinner		

\*Exclusive of GST as applicable.

**Declaration by the Bidders:**

It is to certify that;

1. Before signing this bid, I/We have read and fully understood all the terms and conditions contained herein and undertake myself/ ourselves to abide by them.
2. No other charges would be payable by client for above items.
3. There would be no increase during the contract period except provisions under the terms & conditions.
4. Any other items should be available for sale in mess/canteen, as per market rate or mutually decided by the mess committee of the Institute.

Name :

Address :

Phone/Mobile No :

Email :

Seal :

Signature of Bidder

Proforma of Performance Bank Guarantee

- 1 In consideration of the Director, Lok Nayak Jayaprakash Narayan National Institute of Criminology & Forensic Science, Institutional Area, Institutional Area, Outer Ring Road, Sector-3, Rohini, Delhi-110085 (hereinafter called "The Client") having offered to accept the terms and conditions of the proposed agreement between The Director, LNJNI NICFS and..... (Hereinafter called the "Contractor") for the work of Contract of Catering (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs..... only) as a security/ guarantee from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.
- 2 We..... (Hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank).
- 3 We ..... do hereby undertake to pay amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the LNJNI NICFS stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee we shall be restricted to an amount not exceeding Rs.....(Rupees.....)
- 4 We, the said Bank, further undertake to pay to the LNJNI NICFS any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment there under, and the contractor(s) shall have no claim against us for making such payment.
- 5 We..... further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the LNJNI NICFS under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Director, LNJNI NICFS on behalf of the LNJNI NICFS, certifies that the terms & conditions of the said contractor(s), and accordingly discharges this guarantee. We..... further agree with the LNJNI NICFS

Signature of Bidder



- 6 That the LNJNI NICFS (indicate the name of the Bank) shall have the fullest liberty without our consent , and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the LNJNI NICFS against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the LNJNI NICFS or any indulgence by the LNJNI NICFS to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 7 This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
- 8 We..... lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the LNJNI NICFS in writing.
- 9 This guarantee shall be valid up to ..... unless extended on demand by the LNJNI NICFS Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.....(Rupees..... Only), and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

Dated the ..... day of ..... for .....  
(Indicate the name of the Bank)

Signature of Bidder

