No. 1-1/2024/NIEGH/PGH/C&W.
National Council of Educational Research & Training
Sri Aurobindo Marg, New Delhi-110016
Campus and Welfare Section

Special Terms and Conditions

(This Special Terms and Conditions of the bid shall override the General (Generic) Terms and Conditions of the Bid document)

National Council of Educational Research & Training (NCERT) Sri Aurobindo Marg, New Delhi-110016 invites e-Tender for providing Catering Services in NIE Guest House & PG Hostel/Transit Guest House and NIE-Canteen located in NCERT, Sri Aurobindo Marg, New Delhi 110016. The Guest-House & PG Hostel in the campus has 50 & 64 rooms respectively. On daily basis an average of 50-70 guests stays in guest house. In addition, 30-50 local participants attend meetings, workshops, training programmes organized in the NCERT which require catering services from the Guest House. NIE-Canteen also caters the day-to-day requirement of food items/snacks/tea for daily commuting employees of NCERT. At present approximately 1500 to 2000 employees are working in NCERT (contractual & regular). On an average NCERT paid approx. Rs. 1,00,00,000/- (Rupees One crore only) yearly towards catering services. The details of eligibility conditions are as follows:-

1. ELIGIBILITY CONDITIONS/SERVICE PROVIDER'S OBLIGATIONS

01.	The bidder should have at least 03 years of continuous experience in running hotels, hostel mess/guest house/canteen services in govt. organizations /autonomous bodies / large private companies. (A certificate issued by the concerned organization in prescribed format i.e. Annexure-V to be uploaded). A list of Institutions/Organizations, with complete postal addresses, served in the past currently with duration, names, designations and telephone numbers of officers in those organizations to be uploaded.
02.	The firm should be registered in Delhi/NCR under Shops and Establishments Act and has an office in existence in Delhi/NCR for last three years on or before the last date of submission of the bid (A copy of proof to be uploaded).
03	The firm should have Annual Average Turnover of minimum of **Rs.1,00,00,000/- (Rupees One Crore only)** for last three years. (Copies of Annual Accounts, namely Trading Account Profit and Loss Account and the Balance Sheet for three years or turnover summary certificate duly authenticated by Chartered Accountant needs to be uploaded).
04	The firm should have its registered and operating office in Delhi/NCR for last three years on or before the last date of submission of the bid (A copy of proof to be uploaded)
05	Possess a valid license issued by Delhi Govt. /Central Govt. for Food Safety & quality assurance certificate issued by the FSSAI (A copy of proof to be uploaded).
06	Possessing of valid Labour License of Delhi or any other State Government (A copy of proof to be uploaded)
07	Possess a bonafide Certificate from Municipal/State as a proof of providing catering services, running restaurant/hotel etc. (a copy of proof to be uploaded)

08	The bidder needs to pay Earnest money Deposit (EMD) of **Rs.2,00,000/- (Rupees two lakh only)** through online mode as per the bank details given in this document. Exemption of EMD, if having MSME certificate (a copy of proof for seeking exemption of EMD to be uploaded).
09	**Tender Fee is of Rs.2000/- (Rupees two thousand only).** The fee is Non-refundable and shall be paid through online mode as per the bank details given in this document. Exemption of tender document fee, if having MSME certificate (a copy of proof for seeking exemption of Tender Fee to be uploaded).
10.	Possess a valid PAN Card in the name of firm/proprietor (A copy of same to be uploaded).
11.	Possess a GST Registration Certificate (A copy of same to be uploaded).
12.	Latest GST return to be uploaded.
13.	ITR for previous 03 continuous years out of 2022-23,2023-24,2024-25 & 2025-26 in the name of firm or the proprietor (Copies of same to be uploaded).
14.	Bank's Solvency Certificate of Rs.25,00,000/- (Rupees twenty-five lakh only) issued in current financial year.
15.	The bidder Give an Undertaking as per Annexure-VI on non-judicial stamp paper of Rs.100/- in r/o that the bidder/Firm/contractor has not been debarred/blacklisted by NCERT or any other organization during in last three years in the past.
16.	The bidder must sign Integrity Pact document and scanned copy of the same may be attached.
17.	The bidder is requested to give that they have minimum infrastructure like LPG cylinder, kitchen equipment, utensils etc.

2. SPECIFICATIONS, TERMS AND CONDITIONS/OTHER ITEMS & CONDITIONS/MISCELLANEOUS CONDITIONS DESIGNED BY THE COUNCIL/REPRODUCED FROM SERVICE LEVEL AGREEMENT AND PACKAGES OF GEM

1. The bidder shall quote rates on "per head per day" basis in Financial Bid separately for menu of NIEGH and NIE Canteen. The rates should include cost of all raw materials including fuel i.e. gas, washing of table clothes, paper napkins and items for proper servicing. The service utensils used for eating and cooking shall be provided by Contractor. Use of plastics is banned in the catering service area and Canteen. No utensil, plates, tumblers, cups, and other materials made of plastic should be used. All the taxes as applicable from time to time shall be borne by the bidder.
2. **This Special Terms and Conditions of the bid shall override the General (Generic) Terms and Conditions of the Bid document.**

3. The contractor shall follow the Menus and shall seek instructions from the Manager, NIE Guest House, NCERT and Management Committee set up to monitor the functioning of NIE Guest House/cafeteria who may modify the menu depending on the needs of the NCERT employees and guests. No change can be made in the Menus by the contractor without written approval.
4. The contractors have to arrange 04-05 persons for serving Tea and snacks (at about 11.00 am and 3.00 pm) on the seats of the officials/officers every day in all the buildings of NCERT / NIE Campus.

5. A complaint register will be kept in the Dining Hall for registering complaints of the guests with regard to all / any aspect of the food including service provided by the Contractor.

6. The contractor shall pay a (i) license fee @ Rs.3000/-pm, electricity charges @ Rs.4,000/-pm and water charges @ Rs.5000/-pm for NIE-Guest House/PG Hostel & Transit Guest House and (ii) For NIE-Canteen, license fee @Rs.1500/- per month, electricity charges @Rs.1500/- per month and water charges @ Rs.2,000/- per month. (The rates will be applicable, as revised from time to time) This is payable in advance on or before 10th of the day of the succeeding month. If required, NCERT shall fix a sub-meter for the consumption of electricity / water installed and accordingly the charges shall be charged. Till such time, the caterer has to pay the electricity/water charges as stated in this tender document.

7. The Contractor shall arrange: -

   (a) The Standard quality Ceramic Crockery, Cutlery, Table Cloth, Utensils and Kitchen Equipment such as Masala Grinder, Electric hot Plate, Toaster, Dosa Plate, Chapati Plate, Refrigerator, Freezer, Tea/Coffee Machine, Various Service Counter and cooking materials should be used. NCERT shall not provide any items for this purpose. The contractor shall use piped natural gas i.e. PNG for preparation of food items, hot drinks for cooking purpose. PNG is being supplied by the IGL in the NIE-Guest House and NIE-Canteen for which the contractor shall be liable to pay the charges of PNG on actual consumption basis as per bill issued by IGL. In case of any disruption in PNG supply the contractor shall arrange their own LPG cylinder and use LPG.

   (b) The bidder shall ensure payment of Minimum wages as per Union Ministry of Labour, Provident Fund and other social Security provisions to its workers as per the existing Labour Laws / Codes and submit the registration number in this regard. EPFO / ESI Registration and PF/ESI Deduction statements of employees may be uploaded with the bid. Violation of rule, if found, then the tender will be cancelled and bidder will be debarred.

   (c) Bring all the kitchen equipment for both NIE- Canteen and NIE Guest House in working order and thereafter they will be responsible for the maintenance upkeep and repairs of the equipment.

   (d) Facilities for proper cleaning and upkeep of NIE Canteen premises, dining hall and furniture.

8. The Contractor shall use proper Ceramic crockery of good quality during serving of tea, snacks, breakfast, lunch & dinner.

9. The Contractor shall not let out this work on sub contract or otherwise to anybody else. The Contractor will be fully responsible for breakage or damages done by them or their staff to the fixture and fittings providing or installed in the space provided to them in the Council. Any loss/damage to the same will have to be repaired by the Contractor, at their own cost.

10. Only the contractor or its authorized representative shall attend the meeting along with authority letter whenever arranged by the NCERT and implement suggestions, if any.

11. The contractor shall arrange for cooking and serving of bed tea, break-fast, lunch, evening tea and Dinner as per Menu and at the timing given below.

TIMINGS (NIE Guest House, PG Hostel, Transit Guest house)

1.Breakfast:	7.00 am to 9.00 am
2.Lunch:	1.00 pm to 2.00 pm
3.Dinner:	7.30 pm to 9.30 pm
4.Bed Tea:	As per requirement of Guests
5. Evening Tea	5.30 pm to 6.30 pm in the dining hall of NIE-GH

Timings (NIE Canteen)

Breakfast:	8.00 am to 9.00 am
Lunch:	1.00 pm to 1.30 p.m.

Note: Timings are liable to be changed at the discretion of NCERT with prior intimation.

12. Contractor shall buy at his/her own cost **good quality grocery** viz., wheat flour, rice, edible oils, vegetables, non-veg items, fruits and other essentials. **For these items**, Contractor shall use standard FSSAI certified items of reputed brands only. These items are subject to verification at any time **without prior notice** by NCERT or by its authorized committee, whose recommendations are binding upon the contractor. **The shelf life of the food item used by the caterer should be as per specification given on the product and should not have less than 75% of the total specified shelf-life period at the time of delivery. For loose items like fruits, vegetables etc., which do not have expiry tags, shall have to be purchased either daily or on alternate days.**

13. The catering and serving staff are required to be in proper uniform which will be provided by the contractor. Aprons, caps, hand gloves, shoes will also be necessary to be used by all staff while cooking food. They should be supplied regularly by the contractor. All the catering staff need to behave with NCERT employees and guests politely and keep the catering /canteen premises neat and clean. If there is any violation on this front, those staff to be replaced immediately by the Contractor on intimation to the NCERT.

14. All catering and serving staff should possess visible photo identity cards issued by contractor so that entry is restricted to only legitimate persons to the NIE Guest House/PG Hostel/Canteen. A notice board will be provided by the Contractor in the NIEGH Dining Hall and NIE Canteen indicating special dish for the day. In addition, they have to display daily menu of Breakfast/ Lunch/ Dinner in the Notice Board.

15. Cleanliness and hygiene of the staff employed for cooking/ serving should be of extra ordinary level. Staff with any communicable disease should be immediately withdrawn from service by the Contractor.

16. The contractor shall use only LPG / PNG gas for cooking. The electric/ electronic equipment for the purpose of heating, cooling prepared items as well as beverage items can be run on power. Under no circumstances, the contractor will be permitted to use kerosene oil, wood or any other fuel which emits smoke & bad odor. The contractor shall have to use Fly Catcher or U.V. Light for the houseflies/insects. The contractors need to keep a sanitizer in the Catering Service area for use by NCERT guests.

17. The Bidder shall not sublet the space provided to it by NCERT. The Bidder shall not use the space provided for storage or keeping any other goods or articles other than those required for the use in the Guest House/PG Hostel / NIE Canteen nor shall do any structural addition/alteration in the Canteen / Catering area premises.

18. The accommodation provided for workers will be exclusively used by the persons having the valid / authorized photo ID card issued by contractor and no outsiders will be allowed. Any temporary authorization for entry to person(s) will be given by the Chairperson NIE Guest House / Manager Guest House Committee in writing.

19. A fine of **Rs.2000/-** will be imposed by NCERT authority/ its authorized committee for the first occasion on account of breach of contract with respect to not maintaining the quality/ quantity/ service / misuse of accommodation/non-conforming to terms and conditions as per agreement. If the breach of contract is noticed & second time, the fine of **Rs.5000/- will be imposed. For the third instance of breach of contract, a fine of Rs.10000/- will be imposed. After this, the Competent Authority will take appropriate action against the contractor such as termination of contract/blacklisting of contractor and forfeiting of Bank Guarantee & Council will impose further penalty of 10% of the paid amount to the contractor during the currency of the contract.**

20. Payment will be made by the Guest/Participant /occupant as per occupancy on actual stay in Guest House/ hostel on event basis i.e., breakfast, lunch, evening tea and dinner. Breakfast is compulsory and the Guest/Participant /occupant will be required to make payment to the contractor.

21. The Contractor will not have any claim on the number of persons boarding in the NIE-GH for which services are rendered by the Council.

22. The Guests/Participants arriving at NIE-GH shall register their names with the Manager Guest House on the first day of arrival and are eligible for taking meals on daily basis. The bill for the whole month (or part thereof) will be raised by the Contractor within one week of the commencement of workshop/course. The contractor will take the detail of occupants or guests from the reception or manager of the Guest House for the purpose of their breakfast. The bill for the whole month (or part thereof) will be raised by the Contractor within one week of the commencement of workshop/course.

23. Test samples of food items will be provided at free of cost by the contractor to NCERT Management Committee for ensuring quality as and when required. The visit shall be made without any prior notice with a purpose to check the quality of food prepared for serving. The management Committee shall maintain inspection

register to record the outcome of the inspection. The report of the Committee shall be binding on the contractor.

24. The Chairperson NIE-GH shall maintain a suggestion/complaint register regarding the quality of food etc. being served in the NIE-GH/PG hostel/transit guest house which will be placed in the reception counter of NIEGH.

25. The Contractor shall comply with all statutory provisions of Central/ State Government and is fully responsible to observe labour laws as amended from time to time in regard to his employees (in respect of minimum wages, PF, ESI deduction) and compensation and other benefits/ risks in relation to employees to be engaged by him. The Contractor shall maintain all the statutory registers, required under labour laws. The Contractor shall also produce these records on demand by NCERT authority. The Contractor should submit Labour Clearance report fortnightly, failing which it will be considered as Violation of the contract and will be dealt as per provision mentioned at para no.18.

26. Floors, walls, ceilings, ceiling fans in dining hall, kitchen and hand-wash areas shall be maintained spotlessly clean by the Contractor. Failure to keep these in spotless condition shall be dealt with by imposition of penalty of Rs.1000/- per occasion.

27. **The NCERT reserves the right to terminate the contract by giving one month's notice without assigning any reason thereof.**

28. NCERT reserves the right to extend the contract on the same rate, terms and conditions for a maximum period of two years on mutual consent and satisfactory performance, on year-to-year basis (total period of contract shall not be more than 36 months).

29. The Contractor for Catering Services in NIE Canteen and NIE-GH shall broadly cover the following jobs.

a. Cooking and Serving

b. Cleanliness of Mess area and dining tables and surroundings **as per FDA norms** with hand wash liquid soap and towel.

c. Proper cleaning of **crockery and utensils and its maintenance**

d. Storing the food stuff under hygienic conditions as per FDA norms.

e. Replacement of table-cloths, napkins, towels etc. daily as per events (breakfast, lunch, dinner) as per instruction of NCERT authorities.

30. Making available and serving Bed tea, breakfast, lunch and dinner are broadly covered under cooking. Items shall have to be cooked as per NCERT menu. Timings shall have to be observed strictly. If required, (i) bed tea is required to be served in the rooms of guests individually, in hot condition; (ii) if any special orders received from different divisions / departments to the NIE Canteen/NIE Guest house the contractor should supply the food materials in hot condition.

31. Cleanliness/ House Keeping:

a. Cleanliness of the area which includes kitchen, dining hall, dining tables washing area, wash-basin, water-Coolers, pantry and surrounding areas shall have to be arranged by the Contractor employing his own staff at their own cost.

b. cleaning material of good quality shall be used by the Contractor at his own cost

c. Utensils shall have to be cleaned using hot water and proper detergents and finally washed in antiseptic liquid containing potassium Permanganate.

d. Floors, Walls and Ceilings will have to be maintained spotlessly clean. Furniture shall have to be kept perfectly clean.

32. The Food stuff shall have to be prepared & kept under hygienic conditions by the Contractor **as per FDA norms.** The contractor shall not keep, store, deal with or allow the sale/deal with of any item which is prohibited by law and which is injurious to health viz. cigarettes, bidi, gutkha and liquor etc. The contractor shall not entertain any order/supply eatable outside NCERT.

33. In case of breach of any conditions of the contract and for all types of losses caused by the Contractor, NCERT shall make deductions as deemed suitable from the bills submitted by the Contractor or can recover the amount from Security Deposit.

34. A inspection team nominated by the NCERT will make a surprise check without any prior notice as and when needed. In the event of any lowering of quality/ quantity, the bidder will be liable for termination of the contract and then the performance security deposit amount will be forfeited.

35. In case the Contractor fails to execute/ perform the assigned works or a part thereof, NCERT shall be authorized to make suitable deductions as deemed fit by NCERT from the bills of the Contractor and damages will be charged to the extent of loss.

36. Contractor shall be responsible for the safety and upkeep of the items supplied to him by the NCERT and will return the items as per inventory on the expiry of the contract. Any loss etc. on this account shall be recovered from the Contractor.

37. Food stuff prepared for serving to the Guest/participants shall be subject to the approval of NCERT and their decision in this regard shall be final and binding on the Contractor. Losses and inconvenience faced on this account by NCERT shall be punishable and suitable recoveries may be made by NCERT.

38. (a) The contractors shall make arrangements to provide cooks and waiters for cooking and serving. There should be a minimum of 04 cooks, 20 waiters, 4 cleaners and at least 01 supervisor to ensure complaint-free servicing of food.

(b)Waiters at the scale of one waiter for every two tables shall be provided for smooth and efficient service. At least one supervisor should be engaged for all events in the dining hall.

39. NCERT is NOT bound to accept the lowest offer and reserves the right to award the work to more than one bidder depending upon urgency and requirement.

40. The Contractor will clearly mention in Technical Bid minimum number of staff **as per clause No.38 at above** that will be engaged by him and will always be

available at the Guest House and PG Hostel as Cooks, Waiters, Cleaning Staff, Dish Washers. Head Waiter, Supervisor.

41. The contractor has only permission to run a Catering Service in NIE-Guest House/PG Hostel in the NCERT, Office premises during the contract period and nothing contained in this document/agreement shall be construed as demise in law of the said NCERT premises or any part thereof and shall not give any legal title or interest to the contractor.

42. In case any proceedings are initiated against the contractor by any Court/Municipal/or Govt. Authority under the provisions or Prevention of Food Adulteration Act 1952 or any other law/rule or regulation applicable in such matter, the contractor shall be solely and directly liable and responsible for that.

43. The expenses for execution, registration charges, stamp duty etc. relating to the agreement shall be borne by the contractor.

44. The contractor shall be responsible for timely payment of wages to his/her worker as per Minimum Wages Act of the Union Ministry of Labour. A monthly proof of the same shall be submitted by the contractor.

45. The contractors shall fulfill all other statutory obligations, such as PF, ESI, GST etc. in force from time to time as applicable.

3. SCHEDULE OF REQUIREMENTS AND SPECIFICATIONS

1. The Contractor/Caterer should ensure use of good quality/ISI marked/ FSSAI certified/AGMARK quality of Cooking Oil, Food Commodities, Milk & Milk products, Spices, Cereals, Pulses, etc. Mineral Water etc. for the preparation of meals/menus.
2. All the food items to be used for cooking should have ISI marked/ FSSAI certified/AGMARK quality such as Kendriya Bhandar, Ashirwad / Aahar/ Pilsbury/Shaktibhog/ Dhara / Sundrop / Nature Fresh / Patanjali / Kanodia / Fortune/ Lal Mahal/ India Gate-Tibar/ AMUL/ MDH/ Catch/ Tata Sampann/ Mother Dairy/ Bisleri/Aquafina/Kinley/Bailley or equivalent brands.
3. Menus showing the details of items quantity-wise as well as minimum rate to be quoted by the caterer in the Tender Document of NIE Guest House & NIE Canteen.
4. The bidder/firm shall use milk supplied by Delhi Milk Scheme/Mother Dairy/Amul/other equivalent brands. The caterer shall procure fresh seasonal vegetables on daily basis. Non-Vegetarian items of good quality should be used.
5. Serving Dishes, Crockery and Cutlery should be good quality
6. Personnel

   (i)The Caterer shall make arrangements to provide cooks and waiters for cooking and serving. There should be a minimum of 4 cooks, 20 waiters, 4 cleaners and one supervisor. The caterer shall provide to NCERT a list of persons deployed for the purpose of cooking, serving

and cleaning. The names and addresses of personnel so deployed by the caterer will be displayed on the notice board of the Guest House. No child labour should be employed by the Caterer.

(ii) Besides serving official tea / snacks / lunch at the NIE-GH and NIE Canteen or the venue suggested by the NCERT officials from time to time, the contractor has to arrange 04-05 persons for serving tea / light refreshments (at 11.00 am and 3.30 pm all the working days) on the seats of the officials / officers every day in all the buildings of NCERT / NIE Campus.

MENU FOR NIE GUEST/P.G HOSTEL/TRANSIT GUEST HOUSE

1. **Bed Tea/Coffee (One Cup) To be provided complimentary on demand of guests** (150 ml Lipton/Tata Tetley, premium, gold, Taaza, Nestle, Bru, Nescafe, Brooke bond) with Biscuits (2 pieces – e.g., Britannia / Sun feast / Parle or equivalent)

2. **Menu for Breakfast: -**

Common Items (Compulsory)

(i) Tea/Coffee/Green Tea-150 Ml (Tea-Lipton/Tata- Tetley, Premium, gold, Taaza/Coffee-preferably Nescafe or equivalent)
(ii) Milk with Cornflakes/Muesli/Bournvita-100 gms.
(iii) Banana/ Seasonal fruit(apple/Orange/Guava/papaya) anyone.
(iv) **4 Bread toast** with milk (Bread-Britannia/Golden Harvest/English Oven or equivalent)
Butter/*Jam 20 gms/Vegetables sandwich/Butter-Mother Dairy/Amul or equivalent; Jam-kissan/Tops or equivalent) **02 bread** + with 02 boiled eggs with RO Drinking water of good quality brand

Note: All milk and milk products should be from DMS/Mother Dairy/Amul or any other equivalent brand

Variable Items :- Anyone of the following

Stuffed Parantha (Aalu/Gobhi/Onion/Mixed stuffing) with curd and pickle

OR

Idli/Vada/Dosa/Upma/Uttappam with Sāmbhar (Sambhar Powder-MDH/Catch or equivalent), Coconut Chutney

OR

Missi Puri /Alu Puri/Chana Puri/Bhatura /Poha Dahi/Milk Dalia/Veg poha with curd/Veg Namkeen dalia with Pickle, Sliced Onion

3. **Menu for Regular Veg. Lunch/Veg. Dinner** (buffet or donga)
1. Dal/Rajma/Kadhi/Channa etc.
2. Seasonal Vegetable
3. Curd/Raita/Kheer etc. -150 grams.
4. Salad
5. Chapati/Puri
6. Boiled Rice/Pulao Rice
7. Papad
8. Pickle/Chutney
9. Drinking water of good quality brand

4. <u>Menu for Evening Tea/coffee/Cold Drinks, Bisleri etc.</u>

(i) Evening Tea (with as well as without milk and sugar) with Biscuits

(ii) Evening Coffee (with as well as without milk and sugar) with Biscuits

(iii)Cold Drinks/Juice (Tropicana/Real/Safal or equivalent) with Biscuits with MRP basis

(iv)Water of good quality brand Bisleri/Aquafina/Kinley/Bailley or equivalent - 200ml/500ml/1000 ml

(v)Tender coconut water as per market rate.

5. Menu for meeting tea/coffee with snacks

<u>Forenoon</u>

(a) All type of tea (Green/Readymade/black/coffee)

(b) Snacks any one (Samosa/bread pakora/cutlet/aloo bonda/dal vada)

(c) Tender coconut water as per market rate.

<u>Afternoon</u>

(a)All type of tea (Green/Readymade/black/coffee)

(b)Snacks any kind of biscuits (sweet/salt)/readymade namkeen

(c)Tender coconut water as per market rate.

6. <u>Menu for Official Lunch/Parties (Vegetarian)</u> Kitchen items be served by the Buffet/ Donga service.

1. One dish of Paneer/Mushroom.
   (viz. Matar Paneer/Palak Paneer/ Shahi Paneer/Malai Kofta Curry/Kadahi Paneer/Mushroom Curry/Mushroom Matar etc.
2. Seasonal Vegetable. (viz. Gobhi Matar/Bhindi Masala/Arbie Masala/Mixed Vegetable etc.)
3. Dal Makhni/Kabuli Chana/Rajma/Dal Fry etc.
4. Dahi Bhalla with Sonth/Boondi Raita/Vegetable Raita/Plain Curd etc. Salad
5. Boiled Rice/Pulao Rice.
6. Pickle
7. Papad
8. Chapati/Puri/Tandoor Roti/Naan/Rumali Roti etc.
9. Sweet Dish/Fruit (Viz. Ice Cream/Fruit Cream/Ras Malai/Gulab Jamun/Rasgulla/Gajar Halwa/Seasonal Fruits etc.)

7. <u>Menu for Official Lunch/Parties (Non-Vegetarian)</u>

1. One Non-veg dish (viz. Tandoori Chicken/Chicken Curry/Mutton Curry/Fish Curry/Egg Curry etc.)
2. One dish of Paneer/Mushroom.
   (viz. Matar Paneer/Palak Paneer Shahi Paneer/Malai Kofta Curry/Kadahi Paneer/Mushroom Curry/Mushroom Matar etc. Seasonal Vegetable. (Donga Service)

   (viz. Gobhi Matar/Bhindi Masala/Arbie Masala/Mixed Vegetable etc.)
3. Dal Makhni/Kabuli Chana/Rajma/Dal Fry etc.
4. Dahi Bhalla with Sonth/Boondi Raita/Vegetable Raita/Plain Curd etc. Salad
5. Boiled Rice/Pulao Rice.
6. Pickle
7. Pappad
8. Chapati/Puri/Tandoor Roti/Naan/Rumali Roti etc.
9. Sweet Dish/Fruit (Viz. Ice Cream/Fruit Cream/Ras Malai/Gulab Jamun/Rasgulla/Gajar Halwa/Seasonal Fruits etc.

8. <u>Director's Special Menu</u>

1. Choice of Soups/Fruits Juices/Cold Drinks
2. Tandoori Chicken/Seekh Kabab/Boti Kabab/Shammi Kabab etc. Chicken Curry/Mutton Curry/Fish Curry etc.)
3. One dish of Paneer/Mushroom.
   (viz. Matar Paneer/Palak Paneer Shahi Paneer/Malai Kofta Curry/Kadahi Paneer/Mushroom Curry/Mushroom Matar etc.

   Seasonal Vegetable.

   (viz. Gobhi Matar/Bhindi Masala/Arbie Masala/Mixed Vegetable etc.) Dal Makhni/Kabuli/Rajma/Dal Fry etc. Dahi Bhalla with Sonth/Boondi Raita/Vegetable Raita/Plain Curd etc. Assorted Salad (viz. Vegetable Salad, Cabbage Salad in Vinaigrette Dressing/Russian Salad/Macaroni)
4. Basmati Boiled Rice/Pulao Rice/ Jeera Rice.
5. Pickle
6. Pappad
7. Chapati/Puri/Tandoor Roti/Naan/Rumali Roti etc.
8. Sweet Dish/Fruit (Viz. Ice Cream/Fruit Cream/Ras Malai/Gulab Jamun/Rasgulla/Gajar Halwa/Seasonal Fruits etc.)
9. Coffee/Tea

9. Packed Lunch

1. Cold Drinks/Soup/Juice (Real/Frooti/Tropicana or equivalent)
2. Stuffed paratha/ cheese Sandwich/ Vegetable grilled Sandwich with Tomato ketchup
3. Vegetable Cutlet/Veg. Patty/Cheese Patty with Tomato Ketchup.
4. French Fries.
5. Seasonal Fruit (viz.Orange/Banana/Apple etc.)
6. Sweets (One Piece dry sweets viz. Gulab Jamun/Son- papdi/Kaju Barfi/Pista Barfi etc.)

10. High Tea

Green /Black/ Lemon/ Readymade tea / coffee with Kaju, sweet & salty Biscuits, Namkeen, Sweets, Tender coconut water as per requirement and market rate.

11. VIP High Tea on demand

Green /Black/ Lemon/ Readymade tea / coffee, roasted almond & kaju, biscuits sweet and salty both, Namkeen, Sweets, sandwich, coconut/tender water, Lemon water, tetra pack juice, fruit salads/muffins, buttermilk/cold coffee and Tender coconut water as per requirement and market rate.

<u>Tea/Coffee on order of guest - This Skelton service may be opened 06 AM to 12 Mid Night or during odd hours 8 -12 PM on 20% additional service</u>

<u>Private Lunch and Party are not allowed as part of the tender process.</u>

MENU FOR NIE CANTEEN (CATEGORY -I)

S.No.	Name of items & Specifications
1.	One Cup Tea (Readymade) 125 ml (served in chinaware/bone china cup/glass tumbler)
2.	One Cup Tea 125 ml with tea bag & sugar cubes Served in chinaware/bone china cup
3.	One cup Coffee (Readymade) 125 ml (Served in good quality chinaware/bone china cup/glass tumbler)
4.	One Cup Coffee (espresso) 125ml
	SNACKS/BISCUTS
5.	ONE SAMOSA (70 gms)
6.	One full piece Bread Pakora
7.	One Alloo Bonda (70 gms)
8.	One Bread Roll (70 gms)
9.	One Dal Vada (70 gms)
10.	One Chana Vada (70 gms)
11.	One Gobhi Pakora
12.	Paneer Pakora (70 gm)
13.	Vegetable Pakora (100 gms)
14.	One piece of kachauri (70 gms)
15.	Two pieces of kachauri (70 gms) each with alloo subji/ chholley)
16.	One piece of Vegetable Cutlet (70 gms)
17.	Two pieces of Vegetable Sandwich (Big size bread pieces)
18.	Two pieces Sambar Vada (Each vada weighing 70 gms)
19.	Two-piece Idli Sambhar (Each Idli weighing 70 gms)
20.	One piece Masala Dosa with Sambhar& Chutney (standard size)
21.	Two pieces Chholly Bhature (standard size)
22.	One piece bread slice (big size) (standard size)
23.	Bread & Butter (two pieces bread slice & butter 25 gms)
24.	One Egg boiled
25.	One Egg omelet with two bread slice
26.	Two eggs omelet with two bread slice
27.	Veg. full lunch thali (04 puri/chapatis, one seasonal vegetable, dal and rice
28.	Special veg. Full lunch Thali (04 puri/chapatis, one seasonal vegetable/matter paneer/shahi paneer, Dal , Rice, Raita, sweet and salad
29.	Non-veg full lunch thali (04 puri/chapatis, one non veg, item chicken curry / fish curry/ mutton curry (02 pieces) , dal rice,raita, sweet and salad
30.	One Katori Dal/ Rajma/Chhole (200 gm)
31.	One Katori Chicken curry (with 2 pieces of Chicken) (200 gms)
32.	One Katori Egg Curry (with 2-eggs)

33.	One Katori Mutton curry (with 2 pieces of Mutton (200 gms)
34.	One Katori Fish Curry (with 2 pieces of Fish (200 gms)
35.	Paneer (with different vegetables type)
36.	One plate plain Rice
37.	One Roti (tawa & tandoori)
	SWEETS
38.	One Piece Gulab Jamun (60 gms)
39.	One piece Burfi (Khoya/Besan/Nariyal) (60 gms)/Rusgulla, Patisa, Balu shahi (60 gms)
	LIST OF ITEMS FOR NCERT OFFICIAL MEETINGS/PROGRAMMES
40.	Tea with biscuits (Served in bone china cup & saucer)
41.	Tea with snacks (Samosa/Bread Pakora/Bonda/Cutlets etc.) served in bone chine cup & saucer
42.	Coffee with snacks (Samosa/Bread pakora/Bonda/Cutlets etc.) served in bone china cup saucer
43.	Green /Black/ Lemon/ Readymade tea / coffee, Almond & Kaju, sweet and salty Biscuits, Namkeen, Sweets, sandwich, coconut/tender water, Lemon water, tetra pack juice, fruit salads/muffins, buttermilk/cold coffee.
44.	Special Veg. Lunch (04 Puri/chapatis, one seasonal vegetable, one mutter paneer sabji/shahi paneer, Dal, Rice, Sweet and salad
45.	Working lunch (puri/chapatis, one seasonal vegetable, one mutter paneer/shahi paneer, Dal, Rice, Raita, Sweet and salad
46.	Official Tea/Coffee with snack (2 times -Forenoon and Afternoon)
47.	Working Lunch (One time) as mentioned at P-10 at No.06 and 07

- All readymade/packed items including waters bottle should be sold on MRP rates.

4. SUBMISSION OF BIDS:

The Tender shall be accepted under Two Bid System. The interested firms have to submit the Technical Bid and Financial Bid online in the **prescribed proforma through GeM** only. Tenders sent by any other mode will not be considered and the same will be rejected summarily. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.

(i) Technical Bid:

(a) All the documents should be uploaded as per Performa for Technical Bid;

(b) All pages of the technical bid shall be numbered, indexed and the document shall be used as final for all purposes.

(c) A payment of **Rs.2,00,000/- should be made through online as EMD** .

(d) **A tender fee of Rs.2000/- (two thousand only)** non-refundable should be made through online. Bank details for both the online payment are as follows :-

Secretary, NCERT
State Bank of India
Account No.10137881331

IFSC Code-SBIN0001690
NCERT, NIE Campus, Sri Aurobindo Marg, New Delhi-110016.

The firms/Caterers having MSME document for claiming exemption from EMD/Tender fee must attach the document copy.

A scanned copy of proof of making EMD and Tender Fee should be uploaded with the tender document.

i) Tender Acceptance Letter

(ii) Financial Bid: Should contain Price Bid only in the **BoQ format**

5. Opening of bids:

(i) The Technical Bid shall be opened online on the scheduled date and time at ____ A.M. on _____.

(ii)The Financial Bids of only those bidders who qualify in the technical bid will be opened after evaluation by the Standing Tender Committee.

6. Rates:

(i) Rates are to be quoted as per Performa for Financial Bid in Rupee/s.

(ii) The rate should be inclusive of all taxes and shall not be subject to any change/revision during the contract period. This will not apply to cold drinks/ juice. Change in menu (addition /deletion) and rates for new items introduced shall be decided by the mutual consent of NCERT Authorities and the Contractor.

(iii) No enhancement of rates by the contractor arbitrary **shall be** will be allowed during the currency of contract.

7. Validity of bid

i) The bid shall remain valid for 180 days after the date of opening of bids.

ii) The NCERT may, as its discretion, request the bidder for extension of period of bid validity. The request and responses thereto shall be made through email. In such eventuality of extension of bid validity, the validity of bid security provided shall also be suitably extended. However, modification in Bid will not be allowed at any stage.

8. Earnest Money Deposit

i) **The Earnest money Deposit (EMD) of Rs.2,00,000/- (Rupees two lakh only)** only) shall be payable through online mode as per the bank details given in this document. This will be refunded without interest to the unsuccessful bidders after final selection of the bidder for the award of contract. Bank details for online payment are as follows: -

Secretary, NCERT
State Bank of India
Account No.10137881331
IFSC Code-SBIN0001690
NCERT, NIE Campus, Sri Aurbindo Marg, New Delhi-110016.

ii) Without prejudice to any other right of NCERT the Earnest Money Deposit may be forfeited by the NCERT:

(a) if the Bidder withdraws his bid during the period of bid validity; or
(b) in case the successful Bidder refuses to sign the Agreement; or
(c) if the bidder fails to furnish the Performance Security.

(iii) EMD will be refunded to the bidders within sixty days from the date of issue of award letter to the successful bidder and no interest would be paid thereon.

9.Performance Security

The successful bidder shall be required to deposit an amount of Rs.5,00,000/- (Rupees five lakhs only) towards performance security**.** Performance Security remains valid for 2 months beyond the date of completion of all contractual obligations. Performance Security shall be through online to the Secretary, as given for EMD in point no.08. Performance Security will be returned after completion of contractor's performance obligations under the contract. The Performance Security deposit will be liable to be forfeited during the period of contract, in case breach of any terms & conditions of the contracting contractor or failure to provide any services under the contract or loss results from contractor's failure and breach of obligation under the contract.

10.Period of Contract

The contract shall initially be for periods of one year which can be extended further every year upto a maximum period of 02 years on mutual consent and satisfactory performance, on year-to-year basis on same rates, terms and conditions (total period of contract shall not be more than 36 months).

11. Acceptance/Termination of Bid

The NCERT reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of NCERT's action.

12.Evaluation

1. NCERT shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether bids are generally in order.
2. If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, NCERT will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of bid document without material deviation. A bid determined as substantially non-responsive will be rejected by the NCERT.
3. The evaluation will be based on financial offer made by the various bidders based on the total value of rates quoted as one value for each category.
4. All the items included in the financial bid are categorized into three – Category **i.e. Category** I, II & III. The total amount for both NIE-Canteen and NIE-Guest House will be added to arrive at the one total amount for each category. Weightage given to each category is as follows.

(i) Category I – 50%
(ii) Category II - 30%
(iii) Category III – 20%

The total score will be calculated on the basis of weightage given to all three categories. The normalized score will be estimated and the bidder with lowest score will be awarded the contract.

13. Award of Contract

a).The issue of a work order shall construe the intention of the NCERT to enter into contract with the successful bidder.
b).The successful bidder shall within **07 days** of issue order, give his acceptance along with performance security and sign the contract with the NCERT.

14. Signing of Contract

The signing of contract shall construe the award of contract to the bidder. Upon successful bidder signing the contract, the NCERT shall discharge the bid security. Failure of the successful bidder to comply with the signing requirement shall constitute the sufficient ground for the annulment of the award and forfeiture of the **EMD** security, in that situation the NCERT may at its discretion award the work to other **subsequent** bidder or call for fresh bids.

15. Relaxation/modification in tender: NCERT reserves the right to:
-relax the tender conditions at any stage, if considered necessary for the purpose of finalizing the contract in overall interest of NCERT.
-re-tender or modify the terms & conditions of the tender. It also reserves the rights to negotiate the rates with the lowest bidder.
-accept or reject any or all of the financial bids in part or in full, irrespective or their being the lowest, without assigning any reasons.

16.TERMINATION OF CONTRACT, VACANT POSSESSION ETC.

i) The Council reserves the right to terminate the contract at any time after giving one month's notice without assigning any reason, the decision of the Council in this regard shall be final and binding on the contractor. The contractor, if he so desires, may seek termination of the contract by giving written notice of not less than two months duration during the agreement period.
ii) The contractor shall give two months' notice to the NCERT in case he/she intends to stop the catering services in NIE-GH.
iii) The contractor will on expiry of the period of the contract, peacefully vacate NIE-GH premises to the NCERT without raising any dispute whatsoever.
iv) The contractor shall not put up any permanent structure or make any alternations or additions in the NIE-GH.
v) The contractor will be at liberty to remove all the movable articles brought by the contractor in the premises during the continuance of the contract, before delivering possession of the NIE-GH.
vi) In case of loss or damage caused to any of the furniture-fixtures etc. provided by the NCERT, the cost thereof shall be recovered from the contractor and the same shall be deducted from the Performance Security Deposit.
vii) If the contractor commits breach of any of the aforesaid terms and conditions, the contract will stand terminated forthwith and the contractor shall have to vacate and peaceful possession of the premises to NCERT without raising any dispute whatsoever.
viii) In case of the contractor going in liquidation, the contract shall be treated as cancelled and legal heirs/representatives or successors of the contractor shall not be entitled to claim any right over the catering services activity.

ix) The contractor shall pay all the dues towards license fee, electricity and water charges and PNG charges etc. before vacating the premises.

17.Downloading of Tender document : -

The tender document can be downloaded from the website GeM from _____ to _____ upto 4.00 P.M and also from www.ncert.nic.in .

18.Non-participation of near relatives:

The relatives of NCERT employees are not eligible to participate in the bidding process. Bidder should furnish the undertaking of in this regard. The near relatives for this purpose are defined by NCERT

(a)Members of NCERT employees

(b)Husband or wife **of the NCERT employee**

(c) Father, mother, son(s), & son's wife (daughter in law), daughter(s) & daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother- in- law) of the NCERT employee.

19. Statutory Obligations

a) The successful bidder/contractor will meet all the statutory requirements obtain all necessary licenses or other approval if any required for running the Guest House/PG Hostel under the relevant acts and he will be responsible for all the consequences for not obtaining such licenses as required by the law from time to time and will have to submit the certified photocopy of the same to the NCERT. And any other laws, rules, regulations, guidelines etc. that may be applicable from time to time or that may be introduced by the Central/State Government or Municipal/Local Self Government authorities subsequent to the date of this agreement.

b) The Contractor shall keep the NCERT indemnified from all acts of omissions, defaults, breaches and/or any claim damages, loss or injury and expenses to which NCERT may be put to or involved as a result of Contractor's failure to fulfill any of the obligations hereunder and/or under statues and/or any bye-laws or rules framed there under or any of them.

NCERT shall be entitled to recover any such losses or expenses which may have to suffer or incur on account of such claims, demand loss or injury from the Performance Security deposit / performance deposit of the contractor without prejudice to its any other rights under the law. That NCERT will not be liable for any act or breach or omission by the contractor in regards to the statutory obligations whatsoever and shall in no case be responsible or liable in case of dispute, Prosecution or awards made by Court of Law or other Govt. agencies. In case of accident arising out of and in the course of this agreement, NCERT will not be responsible for payment of any compensation or under any other law. It will be the sole responsibility of the contractor for payment towards loss or compensation whatsoever. The person engaged by Contractor shall be treated, as Contractor's own employees and can claim no privileges from NCERT. The sole responsibility any legal or financial implication would rest with the contractor. The Contractor will be directly responsible for management of his or the employees as regards their wages, uniforms, general discipline and courteous behavior.

c) The Contractor will have to obtain general insurance against risk, fire accident for his belongings etc., for the catering services including that of kitchen etc. and provide a copy of the same to NCERT.
d) All the taxes/levies/fee charges payable to Govt. Deptt./Local bodies shall be paid by the contractor & no claim whatsoever shall be paid by the NCERT except GST which will be paid by the Council on receipt of the bills from the vender issued by the concerned authority.

20. Corrupt or Fraudulent Practices

a. NCERT requires the Bidders to strictly observe the laws against fraud and corruption in force in India, namely, the Prevention of Corruption Act, 1988.

b. Canvassing in any form by the bidder will render them disqualified from participating in the bid.

c. NCERT reserves the right to cancel the bid in whole or any part thereof at any point of time before awarding the contract without assigning any reason thereof and it will be binding on the bidder(s).

d. NCERT- specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per NCERT Policy along with bid.

20.1 Declaration and Penalty for Non-Disclosure of Agents or Dealers:

All bidders shall mandatorily disclose, at the time of submission of their bid, the identity and role of any agent, dealer, representative, intermediary, or third party ("Agent/Dealer") engaged or proposed to be engaged in relation to:

(a) the bidding process;
(b) negotiation or communication with NCERT; or
(c) the performance and execution of the contract.

failure to disclose such involvement at the time of bidding shall amount to a material misrepresentation and breach of the bidding terms. In the event NCERT discovers, at any stage— either during the evaluation of bids or after the award of contract—that such an Agent/Dealer was engaged without due disclosure, NCERT shall have the right to:

i. Terminate the contract with immediate effect, without any obligation to be issued a prior notice or provide compensation to the bidder;
ii. Forfeit any security deposit or performance guarantee submitted by the bidder;
iii. Recover from the bidder liquidated damages amounting to 100% of the total contract value, as pre-estimated compensation for the loss of trust and administrative costs incurred due to non-disclosure;
iv. Blacklist or debar the bidder from participating in future tenders floated by NCERT for a period of up to three years, depending on

the severity of the breach.

v. The imposition of this penalty shall be without prejudice to any other legal remedies, including civil and criminal proceedings, that may be initiated by NCERT.

20.2. Anti-Cartelization Clause for Tender Documents:

In the event that any bidder or group of bidders is found to have engaged in cartelization, bid rigging, collusive bidding, or any concerted anti-competitive practice with the object of unduly influencing the tendering process initiated by the National Council of Educational Research and Training (NCERT), such conduct shall be treated as a serious breach of public trust and a violation of the fundamental principles of open and fair competition.

Upon detection or reasonable suspicion of such conduct, NCERT reserves the absolute right to:

a. Cancel the entire tender process, without assigning any reason;
b. Disqualify all such bidders, individually or jointly, from participation in the present and future procurement processes of NCERT for a period as deemed appropriate;
c. Report such conduct to the Competition Commission of India (CCI) under the Competition Act, 2002, for investigation and prosecution; and
d. Claim liquidated damages in the form of financial compensation amounting to 100% of the total value of the bid submitted by the defaulting party or parties, without prejudice to any other legal remedies available under civil or criminal law.
e. This clause shall apply irrespective of whether the cartelization is discovered before or after the award of the contract. The amount of 100% shall be recoverable as a pre- estimated and agreed measure of damages suffered by NCERT due to the distortion of the competitive bidding process.

21. Resolution of Disputes

The NCERT Resolution of Disputes: -

1. The NCERT and Successful Bidder(s) shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising

between them under or in connection with any job assignment by the NCERT to Successful Bidder(s) under the Contract Agreement.

2. If, after thirty (30) days from the commencement of such informal negotiations, the NCERT and Successful Bidder(s) have not been able to resolve amicably a contract dispute, either party may require that the dispute be referred to resolution though the formal mechanism specified in clause mentioned below.
3. The dispute resolution mechanism to be applied pursuant to clause mentioned above shall be as follows:
    a. A dispute or difference arising between the NCERT and Successful Bidder(s) relating to any matter arising out of or connected with the contract assigned to the Successful Bidder(s) for execution under Contract Agreement shall be referred to the sole arbitration by an Arbitrator appointed by the Director, NCERT. The award of the Arbitrator shall be final and binding on the Successful Bidder(s) to the Contract Agreement subject to the provision that the Arbitrator shall give reasoned award. The place of Arbitration shall be Delhi and the jurisdiction of the Courts will be Delhi only.
    b. The Indian Arbitration and Conciliation Act, 1996, the rules thereunder and any statutory modifications or re-enactments thereof, shall apply to the arbitration proceedings.

22. The interested parties can inspect the **NIEGH/PG Hostel/Transit Guest House** and NIE-Canteen premises and seek clarification between 10:00AM to 04:00PM on any working day. They may contact Under Secretary, C&W Section, NCERT on telephone No. **011- 26592195 & 26592357-358** during office hours on any working day.

23. All entries in the tender form should be legible and filled clearly; if the space provided for furnishing is insufficient; a separate sheet duly signed by the authorized signatory may be scanned and uploaded. No correction either in the Technical Bids or Financial Bids is permitted.

24. Conditional bids shall not be considered and will be rejected summarily.

25. The Financial Bids of only those bidders who qualify in the technical bid will be opened after evaluation by the Committee constituted for the purpose.

26. No bidding firm will be allowed to withdraw its bids after technical bids have been opened. If any firm intends to withdraw after opening of technical bids its EMD will be forfeited.

27.The NCERT reserves the right to reject any or all the tenders submitted by the bidders at any time or relax/withdraw/ add any of the terms and conditions contained in the Tender Documents without assigning any reason thereof.

28. The tender documents can be downloaded from the NCERT website www.ncert.nic.in

29. Any subsequent Updates, Addendums, Corrigendum etc., will be published only on the NCERT website www.ncert.nic.in

30. All the tenders of Tender Value of more than Rs.1,00,00,000/- requires the details of Independent External Monitors to be included in the tender document. The CVC nominated IEMs for NCERT are as follows :-

(i) Shri Rakesh Sehgal
E-mail : rsehgal159@gmail.com

(ii) Smt. Madhu Sharma
Email : madhusharma.blr@gmail.com

(Mahavir Singh)
Under Secretary
C&W Section

Annexure-I

To,

The Secretary,
NCERT,
Sri Aurobindo, Marg,
New Delhi-110016.

Sub: Tender Acceptance letter

Sir,

I hereby undertake that I have read and understood the entire tender document and accept & agree to comply with the same. I also accept and agree that any subsequent Addendum and Corrigendum, if issued, in this regard shall be complied accordingly.

Signature of the Authorized Signatory
of the Bidder with seal of firm

Annexure-II

PROFORMA FOR TECHNICAL BID

To,
The Secretary,
NCERT, Sri Aurobindo, Marg,
New Delhi-110016.

Subject: Quotation for providing Catering Services in NIE-Guest House/NIE-Canteen and P.G Hostel/Transit Guest House located in NCERT, Sri Aurobindo Marg, New Delhi-110016.

Sir,

With reference to your Tender No. _____ dated on _____ on the subject mentioned above, I am submitting the following information about my firm.

Sl. No.	particulars	Page Number
1.	Certificate/proof of registered of firm in Delhi/NCR under Shops and Establishment Act & has an office in existence in Delhi/NCR for last three years on or before the last date of submission of the bid (A copy of proof to be uploaded).	
2(a)	A certificate of **three years' continuous Experience** in running hotels, hostel mess/guest house/canteen services in govt. organizations /autonomous bodies / large private companies. (A certificate issued by the concerned organization in prescribed format i.e. Annexure-V to be uploaded).	
2(b)	A list of Institutions/Organizations, with complete postal addresses, served in the past currently with duration, names, designations and telephone numbers of officers in those organizations to be uploaded.	
3	Annual Average Turnover of minimum of **Rs.1,00,00,000/- (Rupees One Crore only)** for last three years. (Copies of Annual Accounts, namely Trading Account Profit and Loss Account and the Balance Sheet for three years or turnover summary certificate duly authenticated by Chartered Accountant needs to be uploaded).	
4	The firm should be registered in Delhi/NCR under shops and Establishments Act and has an office in existence in Delhi/NCR for last three years on or before the last date of submission of the bid (A copy of proof to be uploaded).	
5	A valid license issued by Delhi Govt./Central Govt. for Food Safety& quality assurance certificate issued by the FSSAI (A copy of proof to be uploaded)	
6	A valid labour license of Delhi or any other State Government (A copy of proof to be uploaded)	
7	Possess a bonafide Certificate from Municipal/State as a proof of providing catering services, running restaurant/hotel etc. (a copy of proof to be uploaded)	

8	Earnest money Deposit (EMD) of **Rs.2,00,000/- (Rupees Two lakh only)** through online mode as per the bank details given in this document. Exemption of EMD, if having MSME certificate (A copy of proof for seeking exemption of EMD to be uploaded**).**	
9	**Tender Fee is of Rs.2000/- (Rupees two thousand only).** The fee is Non-refundable and shall be paid through online mode as per the bank details given in this document. Exemption of tender document fee, if having MSME certificate (a copy of proof for seeking exemption of Tender Fee to be uploaded**).**	
10	Valid PAN Card in the name of firm/proprietor	
11	GST Registration Certificate	
12	Latest GST return.	
13	ITR for previous 03 continuous years out of 2022-23,2023-24,2024-25,2025-26 in the name of firm or the proprietor (**A copy of same to be uploaded).**	
14	Bank's Solvency Certificate of **Rs.25,00,000/-(Rupees twenty five lakh only)** issued in current financial year.	
15	Undertaking as per Annexure-VI on non-judicial stamp paper of Rs.100/- in r/o that the bidder/Firm/contractor has not been debarred/blacklisted by NCERT or any other organization during last three years	
16	Integrity Pact document and scanned copy of the same may be attached.	
17	Undertaking that they have minimum infrastructure like LPG/Cylinders stove, kitchen equipment, utensils etc.	
18	**List indicating Minimum number of staff that will be engaged by contractor and will always be available at the Guest House/PG Hostel as Cooks. Waiters, Cleaning Staff, Dish Washers, and Safai Walas/floor cleaner as per point 38 (a) & (b) of terms and conditions.**	
19	No relation certificate as per para 18 of General Condition to bidder as per Annexure-VII.	
20	Tender Acceptance Letter as per Annexure-I .	
21	Any other Supporting Documents submitted by bidder	

2. It is to certify that above information is correct and duly certified copy of relevant documents in the proof of above is enclosed herewith. All pages of the technical bid have been numbered, indexed and the document is final for all purposes.

3. All the above-mentioned documents have been scanned & uploaded along with bid documents.

Signature of the Authorized Signatory of the Bidder with seal of firm

Annexure-III

PROFORMA FOR FINANCIAL BID (BoQ)

To,
The Secretary,
NCERT,
Sri Aurobindo, Marg,
New Delhi-110016.

Subject: Quotation for providing Catering Services in NIE-Guest House and P.G Hostel/Transit Guest House and NIE-Canteen located in NCERT, Sri Aurobindo Marg, New Delhi-110016.

Sir,

With reference to your e-Tender No. ---------- dated on _____the subject mentioned above, the undersigned have read the terms and conditions of the Tender and quote the rates are as under:-

MENU/ITEM FOR NIE-GUEST HOUSE/PG HOSTEL/TRANSIT GUEST HOUSE *

Sl.No.	ITEM (See **Schedule of Requirements and Specifications** for details of menu)	Rate without GST (in Rs.)	Rate including GST (in Rs.)
	Category 'I'		
1.	Breakfast (Refer Sr. No.2 on Page 9)		
2.	Regular lunch/dinner (vegetarian) (Refer Sr. No.3 on Page 9)		
3.	Evening Tea/Coffee/Cold Drinks, Packaged Drinking Water etc. (Refer Sr. No. 4 on Page 10)		
4.	Official lunch/parties (Vegetarian) (Refer Sr. No. 6 on Page 10)		
5	Official lunch/parties (Non-Vegetarian) (Refer Sr. No. 7 on Page 10)		
6.	Official Tea /coffee with snacks -two time (FN & AN) as mentioned at P-10 on Sr. No.05.		
	Total		
	Category 'II'		
1.	Packed Lunch (Refer Sr. No. 9 on Page 11)		
2.	High Tea on Demand (Refer Sr. No. 10 on Page 11)		
	Total		
	Category 'III'		
1.	Director's special Menu (Refer Sr. No. 8 on Page 11)		

2.	VIP high Tea on demand (Refer Sr. No. 11 on Page 11)		
	Total		

MENU/ITEM FOR NIE-CANTEEN *

S.No	Name of items with specification	Rate without GST (in Rs.)	Rate with GST (in Rs.)
	Category 'I'		
1.	One cup Boiled Tea		
2.	Thali (04 puries/04 chappaties, one seasonal vegetable, one mutter paneer/sahi paneer, Dal, Rice, Raita, Sweet and salad.		
3.	ONE SAMOSA(70 gms)		
4.	One full piece Bread Pakora		
5.	One Alloo Bonda (70 gms)		
6.	One Bread Roll (70 gms)		
7.	One Dal Vada (70 gms)		
8.	One Chana Vada (70 gms)		
9.	Gobhi Pakora (70 gms)		
10.	Palak Pakora (70 gms)		
11.	Paneer Pakora (70 gms)		
12	Two pieces Sambar Vada (Each vada weighing 70 gms)		
13.	Two piece Idli Sambhar(Each Idli weighing 70 gms)		
14.	One piece Masala Dosa with Sambhar& Chutney (standard size)		
15.	Two pieces Chholly Bhature (standard size)		
16.	One piece bread slice (big size) (standard size)		
17.	Bread & Butter (two pieces bread slice & butter 25 gms)		
18.	Veg. full lunch thali (04 puries/04chappaties, one seasonal vegetable, dal and rice		
19.	One Katori Dal/ Rajma/Sai/Chhole (200 gm)		
20.	One Roti (Tawa)		
21.	One Roti (Tandoori)		
22.	One Piece Gulab Jamun (60 gms)		
23.	Tea with Biscuits (served in Bone China cup & saucer)		
24.	Tea with snacks (samosa/bread/pakora/Bonda/cutlets		
25.	Coffee with snacks (samosa/bread/pakora/bonda/cutlets etc.) served in bone china cup saucer)		

S.No	Name of items with specification	Rate without GST (in Rs.)	Rate with GST (in Rs.)
	Total		
	Category ' II'		
1	One Cup Green Tea		
2	One Cup Lemon Tea		
3	One Cup Black Tea		
4	One cup Tea Bag		
5	One cup black coffee		
6	One Cup Tea (Readymade) 125 ml (served in chinaware/bone china cup/glass tumbler)		
7	One Cup Tea 125 ml with tea bag & sugar cubes Served in chinaware/bone china cup		
8	One cup Coffee (Readymade) 125 ml (Served in good quality chinaware/bone china cup/glass tumbler)		
9	One Cup Milk Coffee 125ml		
10	Paneer Pakora (70 gm)		
11	Vegetable Pakora (100 gms)		
12	One piece of Vegetable Cutlet (70 gms)		
13	One pieces of Vegetable Sandwich (Big size bread pieces)		
14	One piece Burfi (Khoya/Besan/Nariyal) (60 gms)/Rusgulla, Patisa, Balu shahi (60 gms)		
15	Vegetable Pakora (100 gms)		
	Total		
	Category 'III'		
1	One Egg boiled		
2	One Egg omelette with two **bread** slice		
3	Two eggs omelette with two **bread** slice		
4	One Katori Chicken curry (**with** 2 pieces of Chicken) (200 gms)		
5	**Non-veg full lunch thali (04 puri/04 chappaties, one non veg, item chicken curry / fish curry/ mutton curry (02 pieces) , dal rice, raita, sweet and salad**		
6.	One Katori Egg Curry **(with** 2-eggs)		
7.	One katori mutton curry (**with** 2 pieces of mutton (200 gms)		
8.	High Tea (Standard items)		
9.	Spl. Veg thali (04 puries/04 chappatis, one seasonal vegetable, one mutter paneer sabji/shahi paneer, dal,		

S.No	Name of items with specification	Rate without GST (in Rs.)	Rate with GST (in Rs.)
	rice, sweet and salad)		
	Total		

* Bidder must quote non-zero rates for all the item. Bids received without any rate or zero or nil for any item will be treated as non-responsive and will not be considered for evaluation.

Further, the contractor/bidder must ensure quality of items rather preferred Rates.

I/We undertake that if our bid is accepted, we will provide Catering Services in accordance as specified in the Schedule of Requirements and Specifications.

I/We undertake that I/we shall furnish the Performance Security within fifteen days after issue of notification of award for an amount equal to the contract value in the form of demand draft or Fixed Deposit Receipt (in original) or Bank Guarantee in an acceptable form from any Nationalized/Commercial Bank in favour of Secretary, NCERT payable at New Delhi. Performance Security shall remain valid for a period of 6 months beyond the date of completion of all contractual obligations of the supplier. No interest will be paid on amount, the same will be refunded when the contract is over and after clearing all dues in respect of PNG charges, electricity and water charges and license fee etc.

I/We also agree to abide by this Bid validity period of 180 days from the date of opening of Technical Bid. It shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

I/We understand that you are not bound to accept the lowest or any bid you may receive.

I/We attach here with an affidavit confirming that the information furnished in the Bid is correct to the best of our knowledge and belief.

I/We clarify/confirm that we comply with the eligibility requirements of the bidding documents till our contract remain in operation/force.

Dated this _____day of _____2026

Signature of the Authorized Signatory of the Bidder with seal of firm

Annexure-IV

DETAILS OF FIRM

1. Name of Firm (Copy to be enclosed) :
2. Status of ownership of the firm(Proprietary/Partnership/Company) (Copy to be enclosed):
3. Registration No. for Catering Services (Copy to be enclosed):
4. GST Registration No. (Copy to be enclosed) :
5. PAN Number (Copy to be enclosed) :
6. Income Tax Returns Acknowledgement/Latest GST Returns During Last three Financial Year(Copy to be enclosed):
7. No. of staff (Qualified, Skilled and Unskilled) Available with the firm as on date as per the Master Rolls. (Copy to be enclosed) :
8. Telephone Nos. :
9. Address :
10. Bank Name & Address(Copy of cancelled CTS 2010 cheque / NEFT details to be enclosed) :
11. Experience (Years) :
12. List of Major Clients
13. Annual Turnover for last 3 years.
14. Any other information/documents which may help in assessing bidder's capabilities for award of contract.

Signature of the Contractor
Name/Firm_____
Address_____

ANNEXURE-V

EXPERIENCE CERTIFICATE

Certified that M/s……has been awarded the contractor for running the hotels, hostel mess/Guest House/Catering Services in govt. organizations/autonomous bodies/large private companies provided catering services satisfactorily for the period from ……to……

Authorized signatory with Office Seal /Rubber Stamp

Annexure-VI

An undertaking enclosed at Annexure of the tender/bid document on non-judicial stamp paper of Rs. 100

UNDERTAKING

I/We have read and understood the contents of tender and agree to abide by the terms and conditions of this tender and undertake the following.

1. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Performance Security, as mentioned in the bid document.
2. I/We agree that all disputes, if arising related to this tender, shall be within the jurisdiction of courts of Delhi.
3. I/we undertake that the firm/company etc has never been blacklisted by any of the Central/Govt. organization and no criminal case is pending against the firm/company.
4. That the information supplied by the firm/company/bidder in the bid/application are true and nothing has been concealed. In case at any stage any information is found false our EMD/ Performance Security can be forfeited and our tender can also be rejected by the Council.
5. An Inspection Team to be nominated by the NCERT Authorities may make surprise inspection to ensure proper quality and hygiene of the food as laid down in the specification standard at any time.
6. In the event of any shortfall in respect of any of the item served to any of the guest /participants or deficiency of Service will make me liable for termination of the contract or / and the NCERT can make suitable recovery from the Performance Security Deposit for any breach of Contract.

Date:

Signature of the tenderer/bidder)
Name: designation with seal of the firm/company

Annexure-VII

NO RELATION CERTIFICATE

I/We hereby certify that none of my relatives as defined in the bid document is/are employed in NCERT. In case at any stage, it is found that the information given by me/us is false/incorrect, NCERT shall have the absolute right to take any action as deemed fit without prior intimation to me/us.

Authorized signatory with Rubber Stamp

Dated:

Place:

Annexure-VIII

Date :

INTEGRITY PACT

The Secretary
NCERT,

NewDelhi-110016

Sub: Submission of Tender/Bid for inviting online bids through e-tender to provide Catering Services in NIE-Guest House & PG Hostel/Transit Guest House and NIE-Canteen.

Dear Sir,

I/We acknowledge that NCERT is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I / We agree that the Notice Inviting Tender (NIT)/ Bid is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDEDASAN

UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NCERT. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/ our failure to sign and accept the Integrity Agreement, while submitting the tender/ bid, NCERT, New Delhi shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid is accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder) With the Rubber Stamp Seal of the Firm

To be signed by the bidder and same signatory competent / authorized to Sign the relevant contract on behalf of NCERT.

INTEGRITYAGREEMENT

This Integrity Agreement is made at.....on this.....day of2026

BETWEEN

The Secretary, NCERT, NewDelhi-110016

NCERT, ... , (Herein after referred as the

'Principal/Owner', which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns)

AND

(Name and Address of the Individual/firm/Company)

through..... (herein after referred to as the

(Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context here of include it successors and permitted assigns)

Preamble

WHEREAS the Principal/Owner has floated the Tender **No……**

.....) (Hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for "Hiring of tax consultant for filing GST of NCERT New Delhi and its constituent units**.**

AND WHEREAS the Principal / Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid document and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses asunder:

Article1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures

necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s)/Contractor(s)will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s)

into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain),or pass on to others, any information or documents provided by the Director/Owner as part of the business relationship, regarding plans, technical proposals and business details ,including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per pro-forma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/ forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

1) Without prejudice to any rights that may be available to the Director/Owner under law or the Contract or its established policies and laid down procedures, the Director/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/ Contractor(s)and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/ Owner's absolute right:If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. Imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2) **Forfeiture of Performance Guarantee/Security Deposit:**

If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article4: Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Contractor as deemed fit by the Principal/Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders from the tendering process who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tendering or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6 - Duration of the Pact

1) This Pact begins when both the parties have legally signed it. It expires for the Contractor / Vend or after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
2) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/ determined by the Competent Authority of NCERT, New Delhi.

Article7-Independent External Monitor

Sh. Rakesh Sehgal (IEM), NCERT	Smt. Madhu Sharma (IEM), NCERT
Email: sehgal59@gmail.com	Email: madhu1sharma@yahoo.com Madhusharma.blr@gmail.com

1. The Director has appointed competent and credible Independent External
Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject instructions by the representatives of the parties and
performs his functions neutrally and independently. He reports to the Chairpersons of the Board of the Principal. (3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the principle including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/ Subcontractor with confidentially.

3. The Director, NCERT will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principle and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.
4. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Director and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit nonbinding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the principal.
5. The Monitor will submit a written report to the Chairperson i.e., Director, NCERT within 8 to 10 weeks from the date of reference to him by the "Director" and, should the occasion arise, submit proposals for correcting problematic situations.
6. If the Monitor has reported to the Chairperson a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
7. The word 'Monitor' would include both singular and plural.

Article 8- Other Provisions

1) This Pact is subject to Indian Law, place of performance and jurisdiction is the NCERT New Delhi of the Principal/Owner, who has floated the Tender.
2) Changes and supplements need to be made in writing. Side agreements have not been made.
3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and

consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to the original intensions.
5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.
6) **In case any matter relating to the Integrity pact is referred to the Independent external monitor(s) (IEMs), the concerned party shall not approach any court in respect of the same matter and shall await the decision/recommendation of the IEMs**

Article 9-LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHERE OF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1 _____

_____

_____

(Signature, Name and Address)

_____

_____

_____

(Signature, Name and Address)

Place :-

Date :

Checklist / List of Annexure

S.No	Eligibility Conditions	Page No.
1.	Documents in support of 03 years of continuous experience in running hotels, hostel mess/guest house/canteen services in Govt. Organization /autonomous bodies/large private companies. (a certificate issued by the concerned organization in prescribed format i.e. Annexure-V to be uploaded).	
	(a) A list of Institutions/Organizations, with complete postal addresses, served in the past and providing Catering Services currently with duration, names, designations and telephone numbers of officers in those organizations.	
2.	Copies of Annual Accounts, namely Trading Account Profit and Loss Account and the Balance Sheet for three years or turnover summary certificate duly authenticated by Chartered Accountant needs to be uploaded.	
3.	ITR for previous 03 continuous years out of 2022-23,2023-24,2024-25 & 2025-26 in the name of firm or the proprietor (a copy of same to be uploaded)	
4.	Supporting document showing Annual Turnover minimum of Rs. 1,00,00,000/- (Rupees One Crore) for last 03 years	
5.	Valid Food Safety & Standard Authority of India (FSSAI) license issued by Delhi Govt./Central Govt.	
6.	Bank's Solvency Certificate of Rs.25,00,000/- (Rupees Twenty-Five Lakh only) on the financial soundness of the firm issued in current financial year.	
7.	Undertaking as per Annexure-VI on non-judicial stamp paper of Rs. 100/-	
8.	Possessing valid Labour license in Delhi or any other State Government.	
9.	Possess a bonafide Certificate from Municipal/State as a proof of providing catering services,running restaurant/hotel etc. (a copy of proof to be uploaded)	
10.	The firm should be registered in Delhi/NCR under shops and Establishments Act and has an office in existence in Delhi/NCR for last three years on or before the last date of submission of the bid (A copy of proof to be uploaded).	
11.	Certificate of registration of firm under Shops and Establishment Act	
12.	Proof of deposit of EMD/Exemption Certificate.	
13.	Proof of Tender Fee/ Exemption Certificate.	
14.	Copy of Valid GST Registration Certificate.	
15.	Latest GST Return.	
16.	Annexure I: Tender Acceptance Letter	
17.	Annexure II: Proforma For Technical Financial Bid	
18.	Annexure III: Proforma for Financial Bid	
19.	Annexure IV: Details of the Firm	
20.	Annexure V: Experience Certificates	
21.	Annexure VI: Undertaking On Non-Judicial Stamp Paper	
22.	Annexure VII : No Relation Certificate	
23.	Annexure VIII : Integrity Pact	