

No. F.1-1/2022-23/NIE Canteen/S&S.  
National Council of Educational Research & Training  
Sri AurobindoMarg, New Delhi-110016

S&S Section

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**e -Tender Notice**

The NCERT invites online bids through e-Tendering method for providing the Catering Services in NIE Canteen located in NCERT, Sri AurobindoMarg, New Delhi from the eligible firms/caterers or their authorized dealers which would be valid for a period of 180 days from the date of opening.

**CRITICAL DATES (Tentative)**

Date of Published the Tender Document	22.11.2022 at 3.30 p.m.
Bid Documents download/sale start date	22.11. 2022 at 4.00 p.m.
Pre-bid meeting date	05.12.2022 at 11.00 a.m.
Bid submission start date	06.12.2022 at 11.00 a.m.
Last Date of Submission of Bids	19.12.2022 at 11.00 a.m.
Technical Bid Opening Date	20.12.2022 at 11.00 a.m.

Further details and complete request reference for proposal (RFP) can be accessed from the NIC Portal / Website <http://eprocure.gov.in> and eprocure/app or [www.ncert.nic.in](http://www.ncert.nic.in). Further any query relating to the process of online bid submission or queries relating to CPP portal in general may be directed to the 24x7 cpp portal helpdesk on toll free no. 18002337315.

(R. Selvaraj)  
Sr. Stores Officer  
Ph-011-26534138

F. No.1-1/2018-19/NIE Canteen/S&S.  
National Council of Educational Research & Training  
Sri AurobindoMarg, New Delhi-110016

Dated 22.11.2022

**e-TENDER NOTICE**

National Council of Educational Research & Training (NCERT) Sri AurobindoMarg, New Delhi-110016 invites e-Tender for running of NCERT staff canteen located in NCERT, Sri AurobindoMarg, New Delhi- 110016. The contractor is required to supply tea, coffee, lunch and snacks etc to approx. 1000 employees of the NCERT including contractual staff. In addition to the above staff, the arrangement to supply tea, coffee, lunch and snacks etc for the participants of meeting, seminars, conference, workshop etc is also required as and when demanded.

2.The Catering contract will be initially valid for a period of 12 months beginning from the date of assignment of the job and extendable for a maximum period of three years subject to mutual consent on satisfactory performance on year to year basis.

3.The Tender shall be accepted under Two Bid Systems. The interested firms have to submit the Technical Bids and Financial Bids online in the prescribed proforma through eprocurement portal <http://eprocure.gov.in/eprocure/app> only.Tender s sent by any other mode will not be considered and the same will be rejected summarily. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender documents. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.

4.All tender documents attached with this invitation to tender including the Specifications, are sacrosanct for considering any offer as complete offer. It is therefore important that Tender Acceptance Letter which is a written undertaking that all the terms and condition of the tender are understood and accepted should be signed and submitted through e-Procurement site <https://eprocure.gov.in/eprocure/app> .

5.The Earnest money Deposit (EMD) of Rs.10,000/- (Rupees Ten thousand only) shall be payable in the form of Demand draft/Bankers Cheque, Insurance security bonds, FDR, Acceptance Form drawn in favour of Secretary, NCERT, payable at New Delhi. Earnest Money will be refunded to unsuccessful tenders/bidders within 30 days after finalization of the contract. After award of contract the contractor has to deposit 3% of total contract annual value as

performance security. Performance Security should remain valid for 6 months beyond the date of completion of all contractual obligations.

6.The interested parties can inspect the premises between 11.00 A.M. to 4.00 P.M. on any working day from 21.11.2022 to 05.12.2022 They may contact Section Officer (Welfare Section), NCERT on telephone No. 011-26592195, during office hours on any working day for ascertaining the job requirements and any other additional information/clarification required by them.

7.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.

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

9.The Technical Bid shall be opened online on the scheduled date and time in S&S Section NCERT.

10.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.

11.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.

12. 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.

13.The tender documents can be downloaded from the website [www.ncert.nic.in](http://www.ncert.nic.in) from 21.11.2022 to 19.12.2022.

14.Any subsequent Updates, Addendums, Corrigendum's etc., if any will be published only on the website <http://eprocure.gov.in/eprocure/app> and [www.ncert.nic.in](http://www.ncert.nic.in). All bidders are required to regularly check the websites for any updates.

15. The pre-bid meeting will be held on 05.12.2022 at 11.00 a.m. on the 1<sup>st</sup> floor of Zakir Hussain Khand, NIE Campus. All the prospective bidders are requested to attend the pre-bid meeting with proper authorization letter from the concerned firm/bidder, if, so desire.

Sd/-  
(R Selvaraj )  
Senior Stores Officer

## **General Information for the Bidders**

### **1. Eligibility Conditions**

#### S.No Eligibility Conditions:-

1. A bona fide caterer having at least 3years of experience in running hotels, hostel mess/guest house/canteen or any Govt. Organisation/autonomous bodies supported by the following documents:-
  - (a) Shop land Establishment certificate showing the date of initial registration
  - (b) Income Tax/Service Tax Assessment/GST orders establishing three-year's existence of the firm
2. Undertaking that the caterer having minimum infrastructure like LPG/Cylinders Stove, kitchen equipment's, utensils, manpower etc.
3. Copies of Annual Accounts, namely Trading Account, Profit and Loss account and the balance sheet for the last three year duly authenticated by Chartered Accountant.
4. List of institutions/organizations (with complete postal addresses) served in the past and list of institutions/organizations where presently providing Catering Services, Names, designations and telephone numbers of concerned officers in the respective institutions/organizations may also be indicated.
5. ITR for the last 3 years along with copy of the PAN Card in the name of firm. However the PAN Card issued in name of proprietor can be considered subject to production of ITR acknowledgement and computation of taxable income duly certified by CA.
6. Supporting document showing Average Annual Turnover of Rs. 5,00,000/- (Rupees Five lakhs) for the last 3 years.
7. Valid food safety & standard authority of India (FSSAI) license issued by Delhi Govt./Central Govt.
8. Valid registration of service tax/GST for outdoor catering issued by Central Excise Office or any State Office authorized for the purpose.
9. Bank's Solvency Certificate of Rs.5,00,000/- (Rupees Five Lakhs) on the financial soundness of the firm.
10. Undertaking as per Annexure-VIII on non-judicial stamp paper of Rs. 10/- .
11. Municipal/State Certificate as bonafide caterer, restaurant. Hoteletc as per applicable law.

**Note:** Scanned photocopies of all documents duly signed by the authorized signatory from S. No. 1 to 10 above may be uploaded on the NIC website together with the technical bid.

## 2.Submission of Bids:

The Tender shall be accepted under Two Bid System. The interested firms have to submit the Technical Bids and Financial Bids online in the prescribed proforma through e-procurement portal <http://eprocure.gov.in/eprocure/app> only. Tenders sent by any other mode will not be considered and the same will be rejected summarily. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender documents. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever.

(i) Technical Bid: Proforma for Technical Bid and should contain the following details:-

a) Vendor's eligibility Criterion (As per the format given at **Annexure-I**).

b) Compliance Statement as per proforma at **Annexure-X** in respect of each item under Instructions to Bidder and Scope of Work as per **Annexure-II** – para 1 to 39, Undertaking By Bidder, **Menu-I** under **Annexure-III** and duly signed and stamped by the bidder. Use of vague terms like 'noted' shall lead to rejection of the bid. The compliance statement should be supported by authentic documentation as evidence for substantiation wherever applicable.

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

d) **Scanned copy of Demand draft/Bankers Cheque in favor of Secretary NCERT payable at New Delhi of Rs.10,000/- (Ten Thousand only) submitted as EMD and tender fee of Rs.1000/- (one thousand only) non refundable.**

e) Tender Acceptance Letter signed by bidder with seal as per **Annexure-IV**.

(f) Financial Bid: Should contain Price Bid only (As per Proforma for Financial Bid) (**Annexure-V**).

## 3.Opening of bids:

i. The Technical Bid shall be opened online on the scheduled date and time at 11.00 a.m. on 20.12.2022.

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

## 4.Rates:

i) Rates are to be quoted as per Proforma for Financial Bid in Rupees.

ii) The rate should be all inclusive 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 of new items introduced shall be by the mutual consent of NCERT Authorities and the Contractor.

iii) No enhancement of rates will be allowed for the job contract during the currency of contract.

## 5. Validity of bid

- i) The bid shall remain valid for 180 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by NCERT as non-responsive.
- ii) The NCERT may, at its discretion, request the bidder for extension of period of bid validity. The request and responses thereto shall be made in writing. 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.

## 6. Earnest Money Deposit

- i) EMD amount will be accepted in the form of Demand Draft, Banker's Cheque, FDR in favour of Secretary, NCERT, New Delhi. The bid without EMD is liable to be summarily rejected. However, the firm seeking exemption in EMD under MSME/NSIC provide the certificate in the relevant field.
- 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 30 days from the date of issue of award letter to the successful bidder and no interest would be paid thereon.

## 7. Performance Security

The successful bidder shall be required to deposit an amount equal to 3% of the contract value. Performance Security should remain valid for 6 months beyond the date of completion of all contractual obligations.

Performance Security shall be submitted in the form of , Insurance Security Bond in favour of Secretary, NCERT, New Delhi payable at New Delhi or in the form of Bank Guarantee issued by a scheduled commercial bank. Performance security will be refunded after completion of contractor's performance security obligations under the contract. The above security 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.

## 8. Period of Contract

The contract shall initially be for a period of one year which can be extended further every year upto a maximum of 3 years on mutual consent on satisfactory performance, on year to year basis.

## 9. 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.

## 10. 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 of all rates quoted and other merits of the offer.

4. Though the evaluation will be based on the over all lowest total amount quoted in the Financial Bid and will be considered for placement of offer. The lowest offer/bidder will be decided on the basis of overall lowest rates quoted by the bidder (s). However the L-1 bidder so selected will have to match the L-1 rates of other individual items quoted in the financial bid without compromising the quality and quantity of food. **However, it may also be noted that the NCERT is NOT bound to accept the lowest offer** and reserves the right to award the work to the higher bidder who satisfy the requirement so needed.

## 11. 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). Contract document should be executed by the successful bidder within **07 days** of issue of letter of acceptance along with performance security and sign the contract with the NCERT.

## 12. 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 refund 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 bid security, in that situation the NCERT may at its discretion award the work to other bidder or call for fresh bids.

### 13. 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 of their being the lowest, without assigning any reasons.

### **14. 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/she 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 month's notice to the Licensor in case he/she intends to vacate the premises.
- iii) The contractor will on expiry of the period of the contract, peacefully and quietly hand over vacant possession of the premises to the Licensor without raising any dispute whatsoever.
- iv) The contractor shall not put up any permanent structure or make any alternations or additions in the premises without the prior consent in writing of the Licensor.
- 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 premises.
- vi) In case of loss or damage caused to any of the furniture-fixtures etc. provided by the Licensor, the cost thereof shall be recovered from the contractor and the same shall be deducted from the Performance Security.
- 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 hand over vacant and peaceful possession of the premises to Licensor 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 licensee shall not be entitled to claim any right over the demised premises.
- ix) The contractor shall pay all the dues towards license fee, electricity and water charges and PNG charges etc. before vacating the premises.

#### 15. Downloading of Tender document:

The tender documents can be downloaded from the website [www.ncert.nic.in](http://www.ncert.nic.in).....at 9.00 a.m. to..... up to..... and also from NCERT website [www.ncert.nic.in](http://www.ncert.nic.in) .

#### 16. Non-participation of near relatives:

Bidder should furnish the undertaking (as per Annexure XI) of Non-Participation of near Relatives of NCERT Employees in the tender called for Engagement of Agency for providing catering facility in NCERT.

The near relatives for this purpose are defined as

(a) Members of a Hindu undivided family

(b) They are husband and wife

(c) The one is related to the other in the manner as 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).

#### 17. 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 NIE Canteen under the relevant acts and he/she 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 here under and/or under statutes 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 Security deposit / performance security 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 administration of his 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 belonging 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 service tax/VAT which will be paid by the Council on receipt of the challan/slip from the vendor issued by the concerned authority.

## 18 Resolution of Disputes

18.01 The Council and the Caterer shall make every effort to resolve amicably by direct informal negotiation in case of any disagreement or dispute arising between them under or in connection with the contract.

18.02 If, after thirty (30) days from the commencement of such informal negotiations, the Council and the Caterer have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism.

18.03 The dispute resolution mechanism to be applied shall be as follows:

(a) A dispute or difference arising between the Council and Caterer relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the International Centre for Alternate Dispute Resolution, Delhi by the Director, NCERT. The award of the Arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award.

(b) The Indian Conciliation and Arbitration Act, 1996, the rules there under and any statutory modifications or re-enactments thereof, shall apply to the arbitration proceedings.

*(c) If the parties fail to resolve the dispute then the dispute shall be referred to the Director, NCERT, for Arbitration. The Director may arbitrate himself/herself or in his/her discretion, may appoint any other person as an arbitrator to adjudicate upon the dispute. The decision of the arbitrator shall be final and binding on the parties.*

18.04 The venue of arbitration shall be the place from where the contract is issued.

Sd/-

(R Selvaraj)  
Senior Stores Officer

SPECIFICATIONS, TERMS AND CONDITIONS

1. The bidder shall quote rates to provide catering service at NIE Canteen NCERT Campus , New Delhi in specified Financial Bid proforma.
  - (a)The bidder shall quote rates on Per unit basis in Financial Bid separately for menu as shown in **Annexure – V**. The rates should include cost of all raw material including fuel i.e. Gas, Washing of TableCloths and provision of paper napkins and all connected works and items for proper servicing. The service utensils used for eating cooking shall be provided by the Contractor. All the taxes as applicable from time to time shall be borne by the bidder.
  - (b) The contractor shall be under obligation to serve special lunch/ dinner/ breakfast in accordance demand received from different departments/units/cells/sections etc. of NCERT as per charges as agreeable with authority.
- 2.The contractor shall follow the Menu as per Annexure - V and shall seek instructions from the NCERT or any Officer/committee of the Council appointed for this purpose.
- 3.A compliant register will be kept in the Canteen cash counter for registering complaints of the staff/guests/participants etc. with regard to all/ any aspect of the food including service provided by the Contractor.
4. The contractor shall pay **License fee@ Rs.1500/-per month, Electricitycharges @Rs.1500/- per month** and **Water charge @ Rs.2,000/-per month** as decided by the NCERT Authority. This is payable in advance on or before 10<sup>th</sup> of the day of the succeeding month.The NCERT authority shall also be free to get a sub-meter of electricity/water charges installed and accordingly the charges shall be charged. Till such time, the caterer has to pay the electricity/water charges as stated.
- 5.(a) The Crockery, Cutlery, Table Cloth, Utensils and Kitchen Equipments such as Masala Grinder, Electric hot Plate, Toaster, Dosa Plate, Chapati Plate, Refrigerator, Freezer, Tea/Coffee Machine and Service Counter and various Cooking range shall be arranged by the Contractor himself. NCERT shall not provide any item for this purpose. The licensee/contractor shall used 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 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 in the NIE Canteen at his/her own cost.
  - (b)The Contractor will bring all the Kitchen Equipments in working order and thereafter he has been responsible for the maintenance upkeep and repairs of the equipments.
  - (c) The Contractor shall arrange for proper cleaning and upkeep of Dining Hall and furniture in his charge.
- 6.The Contractor shall use proper utensils of good quality during serving of lunch, dinner and breakfast.

7. The Contractor shall arrange washing of tablecloths, towels and cloth napkins at his own cost.
8. 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 made good by the Contractor, at his own cost.
9. The Contractor shall attend the weekly meetings arranged by the Committee/authorities/representatives and implement accepted suggestions if any.
10. The contractor shall arrange serving of Tea/coffee, Break-fastLunch, as per Menu in **Annexure – III**.
11. Contractor shall buy at his own cost good quality of Atta, Rice, Grocery, Dal items, Edible Oils, Vegetables and Non-Veg. Items, Fruits and other essentials. Contractor shall use standard FSSAI certified items of reputed brands only. These items are subject to verification at any time without notice by NCERT or by its authorized committee, whose recommendations are final and are to be acceptable by the Contractor for any action that may be considered deemed fit and will be binding upon the Contractor.
12. Catering Staff found to be not satisfactory by the administration of NCERT or its representatives will be replaced immediately by the Contractor on intimation to the administration.
13. The waiters will put on proper uniform as prescribed by the Administration. Aprons, caps, hand gloves, shoes will also be necessary to be put on by cooks while cooking food.
14. All waiters and cooks will have photo identify cards so that entry is restricted to only legitimate persons to the hostel. A notice board will be provided by the Contractor in the dining hall indicating special dish for the day. In addition he has to display daily menu of Breakfast/Morning tea/Evening tea/ Lunch in the Notice Board.
15. Cleanliness and hygiene of the staff employed for cooking/ serving should be of extra ordinary level. Staff with any contaminating disease should be immediately withdrawn from service by the Contractor.
16. The contractor shall use only LPG / PNG gas for cooking. The electronic equipment for the purpose of heating, cooling prepared items as well as drinking 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 odour. The contractor shall have to use Fly Catcher or U.V. Light for the houseflies/insects.
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 NIE Canteen nor shall do any structural addition/alteration in the premises.

18. The premises provided for running canteen will be exclusively used by the persons having the valid / authorized photo pass issued by NCERT and no outsiders will be allowed at any stage. Any temporary authorization for entry to person(s) will be given by the NCERT Authorities in writing.
19. A flat fine of Rs.1000/- per occasion will be imposed by NCERT authority/ its authorized committee for breach of contract with respect to not maintaining the quality/ quantity/ service / misused premises non conforming to rules as per agreement.
20. Payment will be made by the Guest/Participants/employees as per contracted rates.
21. Test Samples of food items will be provided at free of cost by the contractor to NCERT food inspection committee for ensuring quality as and when required. The visit shall be made randomly with a purpose to check the quality of food prepared for serving. The inspection committee shall maintain inspection register to record the outcome of the inspection.
- 21 (a) The Manager or I/c Canteen shall maintain a suggestion/complaint register regarding the quality of food etc. being served in the NIE Canteen which will be placed in the reception counter of NIE Canteen.
22. 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 must have Labour License from Labour Department. 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 and if he fails to submit the same, any action to be taken by the labour department, then the contractor shall have the sole responsibility to face any consequences.
23. 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.
24. NCERT reserve the right to terminate the contract with one week's notice without assigning any reasons thereof. He will have the right to extend the contract on the same rate, terms and conditions for one year after justifying the performance of the contractor. If the services of the Contractor are satisfactory and there is no complaint of quality & quantity of food items supplied by the Contractor, the contract can be extended for the third year.
25. The Contractor for Catering Services shall broadly cover the following jobs.
- a. Cooking and Serving
  - b. Cleanliness of Mess area and surroundings.
  - c. Proper cleaning of utensils, maintenance
  - d. Storing the food stuff under hygienic conditions.
  - e. Replacement of tablecloths, napkins, towels etc. daily as per events (Breakfast, Lunch,) as per instruction of NCERT authorities.

26. Cleanliness/ House Keeping:
- a. Cleanliness of the area which includes Kitchen, Dining Hall, Washing area, wash-basin, Water-Coolers, Pantry and surrounding areas shall have to be arranged by the Contractor employing his own staff at his 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.
27. The Food stuff shall have to be prepared & kept under hygienic conditions by the Contractor. 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.
28. 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 preferred by the Contractor or can recover the amount from Security Deposit.
29. A team nominated by the NCERT Authority will make a surprise check as & when needed. In the event of any lowering of quality/ quantity, the contractor will be liable for termination of the contract and then performance security deposit amount will be forfeited.
30. 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 extent of loss.
31. Contractor shall be responsible for the safety and upkeep of the items made over to him and will return the items as per inventory on the expiry of the contract. Any loss etc. on this account shall be recoverable from the Contractor.
32. Food stuff prepared for serving to the Employees/Guests/participants shall be subject to the approval of NCERT authorities 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.
33. The Staff employed including mess manager by the Contractor should be courteous civil and polite in behaviour towards all the Guest/Participants and the NCERT establishment.
34. The Contractor shall have to deploy sufficient number of cooks, waiters, cleaning staff, dish washers, head waiters, safaiwalas and supervisors to ensure complaint free servicing of food.
35. 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. Further, the

Contractor would not have any claim on the number of persons boarding for whom services are rendered in the institute.

36. The Vendor will clearly mention in Technical Bid minimum number of staff that will be engaged by him and will always be available NIE Canteen.
37. The contractor has a bare permission to run NIE Canteen 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 premise or any part thereof and shall not give any legal title or interest to the contractor.
38. 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.
39. The expenses for execution, registration charges, stamp duty etc. relating to the agreement shall be borne by the contractor.
40. The prospective bidder has required to have a valid labour license for their workers from concerned labour department.

**Annexure-I**1. Eligibility conditions/Check List of Technical Bid Documents

S.No	Particulars	Attached supporting documentary evidence.	
		YES	No
1.	Required Tender Fee (In the form of DD/BC)Rs. 500/- (Non refundable)		
2.	Required Earnest Money Deposit (EMD) (In the form of DD/BC) for Rs. 50,000/-		
3.	Copy of Firm's Registration		
4.	Copy of the PAN No of the firm		
5.	Copy of GST registration of the firm		
6.	Name & Address of tenderer's Bank and his current Account No (Attach copy of cancelled cheque)		
7.	Name and Address of the Contract persons to whom all references shall be made by the Council		
8.	Signature of the Bidder or his/her authorized signatory on each page of the Tender Document as acceptance of the terms and conditions contained in the Tender Document		
9.	A bona fide caterer having at least 3 years of experience in running hotels, hostel mess/guest house/canteen or any Govt. Organization/autonomous bodies supported by the following documents:- (a) Shop land Establishment certificate showing the date of initial registration (b) Income Tax/Service Tax Assessment/GST orders establishing three-year's existence of the firm		
10.	Undertaking that the bidder having minimum infrastructure like LPG/Cylinders Stove, kitchen equipment's, utensils, manpower etc as per Annexure-XII.		

11.	Copies of Annual Accounts, namely Trading Account, Profit and Loss Account and the Balance Sheet for the last three years duly authenticated by Chartered Accountant		
12.	List of institutions/organizations (with complete postal addresses) served in the past and list of institutions/organizations where presently providing Catering Services, Names, designations and telephone numbers of concerned officers in the respective institutions/organizations may also be indicated.		
13.	ITR for the last 3year.		
14.	Supporting document showing Average Annual Turnover for the last 3year of Rs.5,00,000/- duly certified by C.A.		
15.	Bank's Solvency Certificate of Rs.5,00,000/- on the financial soundness of the firm.		
16.	An affidavit on a non-judicial stamp paper of Rs. 10/- as per Annexure-VIII attested by notary.		
17	Municipal/State Certificate as bonafide caterer, restaurant, hotels etc. as per applicable law.		
18.	Valid food Safety & Standard Authority of India (FSSAI) license issue of Delhi Govt./Central Govt		
19	Tender Acceptance Letter as per Annexure-IV		
20	Copy of Labour License for their worker from Labour Department.		

**Schedule of requirements and specifications (Menu)**

<b>S.No</b>	<b>Name of items &amp; Specifications</b>	<b>Rate (Rs.) (Inclusive of All Taxes)</b>
1.	One Cup Tea (Readymade) 125 ml ( Served in good Quality disposable paper glass)	
2.	One Cup Tea (Readymade) 125 ml ( Served in chinaware/bone china cup)	
3.	One Cup Tea 125 ml with tea bag & sugar cubes Served in good quality disposable paper glass	
4.	One Cup Tea 125 ml with tea bag & sugar cubes Served in chinaware/bone china cup	
5.	One cup Coffee (Readymade) 125 ml ( Served in good quality disposable paper glass)	
6.	One cup Coffee (Readymade) 125 ml (served in chinaware/bone china cup)	
7.	One Cup Coffee (espresso) 125ml	
8.	Cold Drinks ( Branded Firms, Any size/weight) not more than MRP.	
9.	Juice/ Frooti ETC. (Tetra pack) standard size/weight.(Not more than MRP )	
10.	Packaged Water Bottle/Mineral water (Standard brand such Bisleri, Bailey, Aquafina, Kinley) (not more than MRP)	
	<b>SNACKS/BISCUTS</b>	
11.	ONE SAMOSA(70 gms)	
12.	One half-piece Bread Pakora	
13.	One full piece Bread Pakora	
14.	One AllooBonda (70 gms)	
15.	One Bread Roll (70 gms)	
16.	One Dal Vada (70 gms)	
17.	One ChanaVada (70 gms)	

18.	One GobhiPakora	
19.	PaneerPakora (70 gms)	
20.	Vegetable Pakora (100 gms)	
21.	One piece kachauri (70 gms)	
22.	Two pieces kachauri (70 gms each with alloosubji/ chholley)	
23.	One pieces Vegetable Cutlet (70 gms)	
24.	Two pieces Vegetable Sandwich (Big size bread pieces)	
25.	One piece SambarVada (Vada weighing 70 gms)	
26.	Two pieces SambarVada (Each vada weighing 70 gms)	
27.	One piece IdliSambhar(idli weighing 70 gms)	
28.	Two piece IdliSambhar( Each Idli weighing 70 gms)	
29.	One piece Masala Dosa with Sambhar& Chutney (standard size)	
30.	Two pieces ChhollyBhature (standard size )	
31.	One piece bread slice ( big size ) ( standard size)	
32.	Bread & Butter ( two pieces bread slice & butter 25 gms)	
33.	One Egg boiled	
34.	One Egg omelette with two slice	
35.	Two eggs omelette with two slice	
36.	Biscuits ( all good quality biscuits ) ( preferably on MRP basis)	
37.	Chips ( potatoes wafer) standard varieties (preferably on MRP basis )	
38.	Fruit cake standard size/weight (Britannia or other make of good quality) (preferably on MRP basis )	
39.	Veg. Full lunch thali (04 puries/chappaties , one seasonal vegetable , dal and rice	
40.	Special veg. Full lunch Thali (04 purise/chappaties, one seasonal vegetable/matter paneer/shaipaneer, Dal , Rice, Raita, sweet and salad	

41.	Non-veg full lunch thali (04 purise/chappaties , one non veg. Item chicken curry /fish curry ( 02 pieces) , dal Rice,raita, sweet and salad	
42.	Non-veg Full lunch Thali (04 puries/chappaties ,one non-veg. Item mutton curry/fish curry (02 pieces) , Dal, Rice, Raita, Sweet and salad	
43.	One katori Dal (200gms)	
44.	One KatoriRajma/chhole (200gms)	
45.	One katoriSabji (200 gms)	
46.	One katori Mutter Paneer/ SahiPaneer (200 gms)	
47.	One KatoriRaita/Curd (200 gms)	
48.	One Katori Chicken curry ( 2pieces of Chicken) (200 gms)	
49.	One Katori Egg Curry ( 2-eggs)	
50.	One Katori Mutton curry ( 2pieces of Mutton (200 gms)	
51.	One Katori Fish Curry ( 2pieces of Fish (200 gms)	
52.	One plate Rice	
53.	One Roti ( Tawa& Tandoori)	
	SWEETS/ICE CREAM	
54.	One Piece GulabJamun (60 gms)	
55.	One piece Burfi ( Khoya/Besan/Nariyal) (60 gms)	
56.	One piece Rusgulla ( 60gms)	
57.	One piece Patisa ( 60gms)	
58.	One piece BaluShahi ( 60gms)	
59.	One Laddoo ( Besan/Motichoor) ( 60 gms)	
60.	Ice Cream ( Any brand and Weight) Preferably on MRP Basis	
	<b>RATES FOR NCERT OFFICIAL MEETINGS/PROGRAMMES</b>	
61.	Tea with biscuits ( Served in bone china cup & saucer)	
62.	Tea with snacks (Samosa/Bread Pakora/Bonda/Cutlets etc.) served in bone chine cup & saucer	

63.	Coffee with snacks ( Samosa/Bread pakora/Bonda/Cutlets etc.) served in bone china cup soucer	
64.	High Tea (Standard items):	
	(i) Green Tea with biscuits/wafers	
	(ii) Lamon Tea with biscuits/wafers	
	(iii)Kaju, Sweets and other namkeen with high tea	
	(iv)Tea with kaju wafers, namkeen	
	(v) Coffee espresso with sweets, Kaju, namkeen, wafers	
65.	Special Veg. Lunch ( 04 Puries/chappaties,one seasonal vegetable, one mutter paneersabji/shahipaneer,Dal, Rice, Sweet and salad	
66.	Working lunch (puries/chappaties, one seasonal vegetable, one mutter paneer/sahipaneer, Dal, Rice,Raita, Sweet and salad	
67.	Any other item	

**Annexure-IV**

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 Addendums and Corrigendum's if issued in this regard shall be compiled by me.

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

PROFORMA FOR FINANCIAL BID

To,

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

Subject: Quotation for providing Catering Services in NIE-Canteen located in NCERT, Sri Aurobindo Marg, New Delhi-110016.

Sir,

With reference to your Tender No. F.1-1/2022-23/NIE Canteen/S&S dated on \_\_\_\_\_ the subject mentioned above, the undersigned have read the terms and conditions of the Tender and quote the rate us under:-

<b>S.No</b>	<b>Name of items &amp; Specifications</b>	<b>Rate per unit (Rs.) (Inclusive of All Taxes)</b>
1.	One Cup Tea (Readymade) 125 ml ( Served in good Quality disposable paper glass)	
2.	One Cup Tea (Readymade) 125 ml ( Served in chinaware/bone china cup)	
3.	One Cup Tea 125 ml with tea bag & sugar cubes Served in good quality disposable paper glass	
4.	One Cup Tea 125 ml with tea bag & sugar cubes Served in chinaware/bone china cup	
5.	One cup Coffee (Readymade) 125 ml ( Served in good quality disposable paper glass)	
6.	One cup Coffee (Readymade) 125 ml (served in chinaware/bone china cup)	
7.	One Cup Coffee (espresso) 125ml	
8.	Cold Drinks ( Branded Firms, Any size/weight) not more than MRP	

9.	Juice/ Frooti ETC. (Tetra pack) standard size/weight.( not more than MRP)	
10.	Packaged Water Bottle/Mineral water (Any brand size/weight) (not more than MRP)	
	<b>SNACKS/BISCUTS</b>	
11.	ONE SAMOSA(70 gms)	
12.	One half-piece Bread Pakora	
13.	One full piece Bread Pakora	
14.	One AllooBonda (70 gms)	
15.	One Bread Roll (70 gms)	
16.	One Dal Vada (70 gms)	
17.	One ChanaVada (70 gms)	
18.	One GobhiPakora	
19.	PaneerPakora (70 gms)	
20.	Vegetable Pakora (100 gms)	
21.	One piece kachauri (70 gms)	
22.	Two pieces kachauri (70 gms each with alloosubji/ chholley)	
23.	One pieces Vegetable Cutlet (70 gms)	
24.	Two pieces Vegetable Sandwich (Big size bread pieces)	
25.	One piece SambarVada (Vada weighing 70 gms)	
26.	Two pieces SambarVada (Each vada weighing 70 gms)	
27.	One piece IdliSambhar(idli weighing 70 gms)	
28.	Two piece IdliSambhar( Each Idli weighing 70 gms)	

29.	One piece Masala Dosa with Sambhar & Chutney (standard size)	
30.	Two pieces ChhollyBhature (standard size )	
31.	One piece bread slice ( big size ) ( standard size)	
32.	Bread & Butter ( two pieces bread slice & butter 25 gms)	
33.	One Egg boiled	
34.	One Egg omelette with two slice	
35.	Two eggs omelette with two slice	
36.	Biscuits ( all good quality biscuits ) ( preferably on MRP basis)	
37.	Chips ( potatoes wafer) standard varieties (not more than MRP)	
38.	Fruit cake standard size/weight (Britannia or other make of good quality) (preferably on MRP basis )	
39.	Veg. Full lunch thali (04 puries/chappaties , one seasonal vegetable , dal and rice	
40.	Special veg. Full lunch Thali (04 purise/chappaties, one seasonal vegetable/mutter paneer/shaipaneer, Dal , Rice, Raita, sweet and salad	
41.	Non-veg full lunch thali (04 puries/chappaties , one non veg. Item chicken curry /fish curry ( 02 pieces) , dal Rice ,raita, sweet and salad	
42.	Non-veg Full lunch Thali (04 puries/chappaties ,one non-veg. Item mutton curry/fish curry (02 pieces) , Dal, Rice, Raita, Sweet and salad	

43.	One katori Dal (200gms)	
44.	One KatoriRajma/chhole (200gms)	
45.	One katoriSabji (200 gms)	
46.	One katori Mutter Paneer/ SahiPaneer(200gms)	
47.	One KatoriRaita/Curd (200 gms)	
48.	One Katori Chicken curry ( 2pieces of Chicken) (200 gms)	
49.	One Katori Egg Curry (2eggs) (200 gms)	
50.	One Katori Mutton curry ( 2pieces of Mutton(200 gms)	
51.	One Katori Fish Curry ( 2pieces of Fish (200gms)	
52.	One plate Rice	
53.	One Roti ( Tawa& Tandoori)	
	<b>SWEETS/ICE CREAM</b>	
54.	One Piece GulabJamun (60 gms)	
55.	One piece Burfi ( Khoya/Besan/Nariyal) (60 gms)	
56.	One piece Rusgulla ( 60gms)	
57.	One piece Patisa ( 60gms)	
58.	One piece BaluShahi ( 60gms)	
59.	One Laddoo ( Besan/Motichoor) ( 60 gms)	
60.	Ice Cream ( Any brand and Weight) not more than MRP	
	<b>RATES FOR NCERT OFFICIAL MEETINGS/PROGRAMMES</b>	
61.	Tea with biscuits ( Served in bone china cup & saucer)	

62.	Tea with snacks (Samosa/Bread Pakora/Bonda/Cutlets etc.) served in bone chine cup & saucer	
63.	Coffee with snacks ( Samosa/Bread pakora/Bonda/Cutlets etc.) served in bone china cup soucer	
64.	High Tea ( Standard items)	
	(i) Green Tea with biscuits/wafers	
	(ii) Lamon Tea with biscuits/wafers	
	(iii)Kaju, Sweets and other namkeen with high tea	
	(iv)Tea with kaju wafers, namkeen	
	(v) Coffee expresso with sweets, Kaju, namkeen, wafers	
65.	Special Veg. Lunch ( 04 Puries/chappaties,one seasonal vegetable, one matter paneersabji/shahipaneer ,Dal , Rice, Sweet and salad	
66.	Working lunch (puries/chappaties, one seasonal vegetable, one matter paneer/sahipaneer, Dal, Rice,Raita.Sweet and salad	
67.	Any other item	

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/weshallfurnish the Performance Security within fifteen days after issue of notification of award for an amount equal to 3% of the contract value in the form of as on pg. 6 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 remains in operation/force.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

**PROFORMA FOR TECHNICAL BID**

To,

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

Subject: Quotation for providing Catering Services in NIE Canteen located in NCERT, Sri AurobindoMarg, New Delhi-110016.

Sir,

With reference to your Tender No.8-41/2019/NIE canteen/C&W. dated 28.05.2019 on the subject mentioned above, I am submitting the following information about my firm.

Sl. No.	Particulars	Page Number
1	Agency Details (as per Annexure-VI)	
2	Vendor's Qualification (As Per the format given at Annexure-I)	
3	Experience Certificate (as per Annexure-VII)]	
4	Minimum number of staff that will be engaged by contractor and will always be available at the Canteen as Cooks. Waiters, Cleaning Staff, Dish Washers. Head Waiter. Supervisor and SafaiWalas as per point No 34 of terms and conditions of Annexure II.	
5	No Relation Certificate as per para 16 of general information to bidders (Annexure-XI)	
6	Tender Acceptance Letter as per Annexure-IV	
7	Undertaking as per Annexure-VIII	
8	Compliance Statement Certificate (Annexure-X)	
9	Any other Supporting Documents submitted by bidder	

2. It is to certify that above information are 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 are to be scanned & uploaded along with bid documents.

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

AGENCY DETAILS

(Including performance records, financial viability etc.)

- 1.Name of Agency (Copy to be enclosed) :
- 2.Status of ownership of the firm(Proprietary/Partnership/Company) (Copy to be enclosed)
- 3.Registration No. for Catering Services (Municipal Corporation) (Copy to be enclosed):
- 4.GST Registration No. (Copy to be enclosed) :
- 5.PAN Number (Copy to be enclosed) :
- 6.Income Tax A/C No. & Tax Paid during Last Three Years(Copy to be enclosed):
7. Service Tax Registration No. (Copy to be enclosed) :
8. Number of Manpower (Qualified, Skilled and Unskilled) Available with the firm as on date as per the Master Rolls. (Copy to be enclosed) :
- 9.Telephones Nos. :
- 10.Residential Address :
- 11.Banker's Name & Address(Copy of cancelled cheque to be enclosed) :
- 12.Experience (Years) :
13. Minimum annual turnover of Rs. 5.00 lakh in last three years (supporting document to be enclosed).
- 14.List of Major Clients(Enclose copy of Orders/Contractors : Alongwith Items Details, Performance Report)
- 15.Any Other Information/Documents which may help DCPW : In assessing Tender's Capabilities for award of contract

Signature of the Contractor  
Name/Firm\_\_\_\_\_

Address\_\_\_\_\_

EXPERIENCE CERTIFICATE

Certified that M/s.....has run/is  
running the canteen/Guest House/Catering Services in this PSU/Government  
Department, satisfactorily for the period from  
.....to..... .

Authorised signatory with official Seal /Rubber Stamp

**An undertaking enclosed at Annexure of the tender/bid document on non-judicial stamp paper of Rs.10/- attested by notary**

**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 further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the government have banned/suspended business dealing. I/We further undertake to report to the NCERT, New Delhi immediately after we are informed but in any case not later than 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the contract with you.
3. I/We agree that all disputes, if arising related to this tender, shall be within the jurisdiction of courts of Delhi.
4. I/we undertake that the firm/company etc has never been blacklisted by any of the Central/State Govt. organization and no criminal case is pending against the firm/Company.
5. That the information supplied by the firm/company/bidder in the bid are true and nothing has been concealed and in case at any stage any information is found false our EMD/ Performance Security can be forfeited and out tender can also be rejected by the Council.
6. 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 standard at any time.
7. In the event of any short-fall in respect of any of the item to be served to any of the guest /participants or deficiency of Service will make me liable for termination of the contract or / and the NCERT Authorities 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

**COMPLIANCE STATEMENT CERTIFICATE**

I/we do hereby state that each item under instructions to bidder and scope of work as per Annexure II has strictly been complied and nothing has been concealed or left as required in the tender document.

Authorized signatory with official Seal / Rubber Stamp

Dated:

Place:

**NO RELATION CERTIFICATE**

I/We hereby certify Certified 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 official Seal / Rubber Stamp

Dated:

Place:

**UNDERTAKING**

I/We undertake that our firm having minimum infrastructure like LPG/Cylinders ,utensils, trained manpower and kitchen equipment i.e, cutlery, crockery, mixer, grinder, deep freezer, refrigerator, tea kettles, microwave ovens, food warmers, cash/billing machine, cleaning material and tools, raw material storage units/cupboards and any other item/equipment that they may deem necessary for proper and efficient functioning of canteen/guest house.

Authorized signatory with official Seal / Rubber Stamp

Dated:

Place:

### List of Annexure

Sl. No.	Annexure	Subject	Page No.
1.	I	Eligibility Conditions/Check List of Technical Bid Documents	17 to 18
2.	II	Specifications, Terms and Conditions	12 to 16
3.	III	Schedule Of Requirements And Specifications (Menu)	19 to 22
4.	IV	Tender Acceptance Letter	23
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8.	VIII	Undertaking as per Annexure-VIII on Non-Judicial Stamp Paper of Rs. 10/-	33
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11.	XI	No Relation Certificate	35
12.	XII	Undertaking of sufficient equipment's	36
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## **Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) 1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules.

These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

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

**Note:** My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded bid Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.