

NATIONAL TESTING AGENCY

Excellence in Assessment

NATIONAL TESTING AGENCY (An autonomous organization under the Department of Higher Education, Ministry of Education, Government of India) First Floor, NSIC-MDBP Building, Okhla Industrial Area, New Delhi-110020

Tender Document For

Tender Reference Number: As mentioned on GeM Portal

Identification of Service Provider for Catering Management Services and running of Canteen for National Testing Agency, New Delhi

Website: <u>www.nta.ac.in</u>

Tele: 011-40759000

E-mail: procurement@nta.ac.in

Cost of Tender Form: Rs. 5000 EMD: Rs. 5 Lacs

NOTICE INVITING TENDER (NIT)

National Testing Agency (NTA), New Delhi, invites online bids from eligible bidders for "Identification of Service Provider for Catering Management Services and running of Canteen for National Testing Agency, New Delhi" at First Floor, NSIC-MDBP Building, Okhla Industrial Estate, New Delhi-110020 through Bidding on GeM".

The RFP documents can also be downloaded from NTA Website <u>www.nta.ac.in</u> (for reference only). Other Details are as under:

Sr.	Item	Description
No.		
1	Scope of work	Identification of Service Provider for
		Catering Management Services and
		running of Canteen for National Testing
		Agency, New Delhi
2	Tender Fee	Nil
3	Publish date	As per GeM Portal
4	Availability of bid	a) GeM Portal: <u>https://gem.gov.in/</u>
	documents	b) NTA Website: <u>www.nta.ac.in</u> (only for
		reference)
5	Date of pre bid meeting	As per GeM Portal
6	Last Date for submission	As per GeM Portal
	of bid	
7	Date of opening of	As per GeM Portal
	Technical bid	
8	Earnest Money Deposit	Rs. 5 Lacs
9	Address for	Procurement Unit,
	communication	National Testing Agency
		1st Floor, NSIC-MDBP Building, Okhla
		Industrial Estate, New Delhi-110020

Name of the Work: Identification of Service Provider for Catering Management Services and running of Canteen for National Testing Agency, New Delhi

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SECTION-I INSTRUCTIONS TO BIDDERS

PART-I: GENERAL

1. Definitions and Abbreviations

- a. "Agreement/ Contract" means the standard contract agreement provided in Annexure-V of this RFP which is to be signed between the National Testing Agency (NTA) and the Service Provider for undertaking the Project.
- b. "**Authority**" shall mean the National Testing Agency (NTA).
- c. "**Bid/Proposal**" means the Technical Proposal and Financial Proposal consisting of the documents as stipulated in this RFP for the services required under the project.
- d. "**Bid Submission End Date**" means the last date and time of Bid submission as indicated in this RFP on GeM Portal for the respective Tender.
- e. "**Bidder**(s)" shall mean any entity which has submitted a Proposal pursuant to this RFP.
- f. "Confidential Information" means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties including any such information that may come to the knowledge of the Parties hereto/Bidder's team by virtue of this Contract that is by its nature confidential or by the circumstances in which it is disclosed is confidential and/or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality but does not include information which is or becomes public other than by a breach of this Contract.
- g. **"Financial Proposal/ Bid**" shall mean the price bid submitted by Bidder in response to this RFP.
- h. "**Instructions to Bidders**" (Section I of the RFP) shall mean the document which provides the interested Bidders with all the information required to prepare their Bids including the details of the eligibility criteria and the process for the selection of the successful Bidder.
- i. "**GeM Portal**" means the Government E-Marketplace Portal of Government of India which facilitates all the Central Government Organizations to publish their Tender Enquiries, Corrigendum and Award of Contract details and facilitate e-tendering.
- j. "GFR, 2017" shall mean General Financial Rules, 2017 amended from time -to- time.
- k. "GoI" shall mean the Government of India.
- 1. "GTC" shall mean General Terms & Conditions.
- m. "**RFP**" means the following request for proposal document issued by NTA to the prospective Bidders for "IDENTIFICATION OF SERVICE PROVIDER(S) FOR CATERING MANAGEMENT SERVICES AND RUNNING OF CANTEEN FOR NATIONAL TESTING AGENCY, NEW DELHI" in National Testing Agency (NTA), First Floor, NSIC-MDBP

Building, Okhla Industrial Estate, New Delhi, 110020. Any Corrigendum(a) / Amendment(s) / Clarification(s) to the RFP issued by NTA subsequent to the issue of the RFP shall be an integral part of the RFP document.

- n. "SCC" shall mean Special Conditions of Contract.
- o. "**Scope of Work**" (SoW) means the objectives, the activities, the tasks to be performed and the respective responsibilities of NTA and the Service Provider under the Project. It also includes the SLA, as is mentioned in detail in this RFP.
- p. "**Service Provider**" shall mean the Bidder(s) who signs the Contract with the NTA for providing the supply of catering services envisaged under this RFP.
- q. **"Services**" shall mean and include catering services at National Testing Agency (NTA), NSIC-MDBP Building, First Floor, Okhla Industrial Estate, New Delhi, 110020.
- r. "SLA" shall mean the Service Level Agreement.
- s. "**Tender**" shall have the same meaning as RFP in this tender document.
- t. **"Technical Proposal/ Technical Bid**" shall mean the technical proposal submitted by Bidder in response to this RFP.
- 2. Procedure for Submission of online Bids on GeM Portal: -
- i) The Bidders are required to be registered in the GeM portal website: <u>https://gem.gov.in</u> under the relevant category for participating in this RFP for Procurement of catering services required for NTA, New Delhi
- ii) Information useful for submitting online bids on the GeM Portal may be obtained at: <u>https://gem.gov.in/</u>

2.1 **Preparation of bids**

- i) The Bidder shall take into account all Clarification(s)/Corrigendum(s)/Amendment(s) etc. published on this Tender before submitting their Bids.
- ii) The Bidder shall go through the Tender advertisement and the Tender document carefully to understand the documents required to be submitted as part of the Bid. The number of packets 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 are to be noted. Any deviations from these may lead to rejection of the Bid.
- iii) Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the Tender document/schedule and it can be in PDF format. Bid documents may be scanned with 100 dpi with a black and white option which helps in reducing the size of the scanned document. However, the Bidder must ensure that the documents submitted are legible and in compliance with the provisions of GeM.

iv) The Bidder shall take into account all this conditions including norms for participation in the GeM Portal.

2.2 Submission of bids:

- i) Bidders 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 End Date. **The Bidder shall be responsible for any delay in submission of the Bid due to any issues**. The system will not permit submission of documents beyond the deadline.
- ii) The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in this Tender document in compliance to GeM Portal website: <u>https://gem.gov.in/</u>
- iii) 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 Financial Proposal has been given as a standard Bill of Quantities (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 it with their respective financial quotes and other details (such as name of the Bidder). 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, their Bid will be rejected.

3. General:

- i) All the provisions listed out in this RFP issued by the NTA shall be binding upon the participating Bidders of this RFP.
- ii) NTA will select the agency in accordance with the method of selection as detailed in this RFP and GeM provisions.
- iii) The details of canteen items have been described in the Scope of Work in this RFP.
- iv) Interested Bidders are invited to upload the documents for Pre-Qualification and Financial Proposal, strictly as per Annexure-I & VIII "Technical Evaluation Criteria and Financial Bid Evaluation Criteria".
- v) NTA is not bound to accept any or all the Bids and reserves the right to annul the selection process at any time prior to the Contract award without assigning any reason.
- vi) An 'Integrity Pact' will also be executed as prescribed by NTA/GOI wherever necessary.
- 4. **Only one Bid:** A Bidder shall upload only one Bid consisting of Technical and Financial Bid. If a Bidder submits or participates in more than one Bid, all such Bids shall be disqualified.
- 5. **Bid Validity:** The Bid must remain valid for a minimum of 180 days after the Bid Submission End Date. NTA may extend the bid validity for administrative requirements at its sole discretion.

6. **Consortium:** Bids received from consortiums or joint ventures shall be rejected. Subcontracting of any work resulting from the Tender is not allowed, except where the RFP explicitly allows for the Bidder to enter into a contract with a third party, with the prior written approval of NTA.

7. Tenure of Contract:

- i) The tenure of the Contract shall be as specified in Special Conditions of Contract 'SCC' at clause 4.2.1 of "Termination of Contract".
- ii) Extension of the Contract: The Contract may be extended as specified in 'SCC' at clause 4.2.2 of "Termination of Contract".
- iii) Termination of the Contract: Notwithstanding anything contrary contained herein, NTA reserves the right to terminate the Contract without prejudice or liability after giving notice as stipulated in the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).

8. Clarification and Amendment of RFP Document:

- i) Bidders may request clarification on the RFP document up to the number of days indicated in GeM portal under this Tender, before the Bid Submission End Date. Any request for clarification must be sent by standard electronic means to NTA as indicated in GeM portal.
- At any time, before the submission of Bids, NTA may amend the RFP by issuing an Addendum/Corrigendum/Clarification in writing or by standard electronic means on NTA Website/GeM Portal. The Addendum/Corrigendum/Clarification issued shall be binding on all the Bidders.
- 9. **Preparation of Bid:** The preparation of the Bid as well as all related correspondence exchanged by the Bidders and NTA shall be in English.
- 10. Tender Fees: Rs. 5000/- (Five Thousand Only)

11. Performance Security/Performance Bank Guarantee:

- i) The Selected Bidder shall be required to furnish a performance security of 5% (five percent) of the assessed Project value of the Contract ("Performance Security") estimated on the basis of finalized rates in the form of an unconditional and irrevocable Bank Guarantee or FDR from a scheduled commercial bank in India in favour of 'National Testing Agency' and should remain **valid** for a period of 60 days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
- ii) The Performance Security shall be submitted by the Selected Bidder within 15 (fifteen) days of the notification of the award of Contract but before the signing of the Contract. NTA is at discretion to verify the instrument from the issuing authority.
- iii) The Selected Bidder has to renew the Performance Security on the same terms and

conditions for the period of extension of Contract including the claim period therein.

- iv) In the event of the Bidder being unable to deliver the Services as per the terms and conditions of the Contract for whatever reasons, NTA shall have the right to invoke Performance Security. Notwithstanding and without prejudice to any rights whatsoever of NTA under the Contract in the matter, the proceeds of the Performance Security shall be payable to NTA as compensation for any loss resulting from the Bidder's failure to comply/perform its obligation under the Contract.
- v) NTA shall notify the Bidder in writing of the exercise of its right to receive such compensation within 30 (thirty) days, indicating the contractual obligation for which the Bidder is in default. NTA shall also be entitled to make recoveries from the Bidder's bills, Performance Security, or from any other amount due to error, collusion, misrepresentation or misconduct.
- vi) Performance Security would be returned after successful completion of the tasks assigned to them under the Project and only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the Contract.

12. Submission, Receipt and Opening of Bids:

- i) An authorized representative of the Bidder shall sign all the pages of the original Bid before uploading on the GeM portal. The authorization shall be in the form of a written power of attorney or board resolution, in the name of the authorized representative indicating that the authorized representative has been duly authorized to sign the Bid. Only one authorized representative will be assigned and he/she will be required to sign all the documents as prescribed and the appended signature will be considered for the legal tenability for subsequent references.
- ii) Bids shall be submitted online only at GeM portal: https://gem.gov.in/, not later than Bid Submission End Date indicated in the GeM portal under the relevant Tender number, or any extension to this date by NTA.
- 13. **Right to accept/ Reject the Bid:** NTA reserves the right to accept or reject any Bid and to annul the RFP process and reject all such Bids at any time prior to award of Contract, without any obligation to inform the affected Bidder(s) of the grounds for such decision. NTA reserves the right to reject incomplete or incorrect Bids at its sole discretion, wrong filing of data on GeM portal may also result in rejection of Bid. Ambiguity of filed data between uploaded documents and GeM portal may also result in rejection of Bid.

14. Public Opening and Evaluation of Bids:

- i) Technical Bids shall be opened on the date and time as specified in the GeM Portal.
- ii) Financial Bids shall be opened after evaluation of technical bids of the successful bidders on the date & time which shall be specified in GeM Portal.

- iii) NTA reserves the right to correct any computational errors. If there is a discrepancy between the unit cost and total cost (unit cost multiplied by volume), unit cost will be considered as final number and also in case of discrepancy between words and figures, words will be considered as final figure.
- iv) Award of Contract to the qualified Bidder will be done as per the process defined in GeM portal

Section-II (Scope of Work)

1 (A) Catering & Management Services

- 2.1 The National Testing Agency (NTA), an Autonomous Body, Department of Higher Education under the Ministry of Education, Govt. of India with its Headquarter situated at First Floor, NSIC-MDBP Building, Okhla Industrial Estate, New Delhi-110020, would like to avail the services of reputed Catering Agencies/Service Providers to run the canteen.
- 2.2 NTA accommodates 2 full size conference halls with 30 seating capacity in each, one mini conference hall each on 1st and 5th floor and around 500 experts/observers/officers/officials/staff and there would be an average of more than 100 footfalls daily. The Service Provider has to make arrangements for serving food/soups/snacks, etc. at both these floors of the building and may vary on day-to-day basis.
- 2.3 NTA Canteen has an area of 99.50 sq. meters and kitchen has an area of 46.45 sq. meter which can accommodate around 30 persons at a time. The Kitchen and Canteen is 250 Meters apart from each other. The Canteen & kitchen will be kept open for services from Monday to Saturday or as and when required and the Canteen will be closed **one day a week** for deep cleaning process.
- 2.4 Service Provider may be required to serve about 250- 500 lunches and 250- 500 morning/evening snacks on average per day. This number may vary on a day-to-day basis. The order may be placed over the intercom also.
- 2.5 NTA conducts various meetings with Ministries, Departments, Organizations, and channel partners, being an education organization and most of the staff work 8-10 Hrs. (09:00 AM to 06:30 PM). However, on some designated days, it has to function from 07:00 AM in the Morning till late night. The Service Provider has to make arrangements for serving soups/snacks/lunch, etc. during office hours (The canteen should be operational from 8 AM to 7.00PM on all working days including Saturdays as well as late hours whenever required).
- 2.6 The Service Provider shall also serve packed/buffet lunch, as desired by NTA. Any eatables from outside, if required, would be paid at a price not more than MRP. In case of failure, NTA is free to get supply from the open market.
- 2.7 The Service Provider shall deploy at least Nine (09) personnel (01 Manager, 04 cook, 02 cleaner, 02 helper, etc.) for kitchen and Five (05) personnel for Canteen (02 Serving, 02 Preparation and 01 Helper) or more as per requirement of NTA to run the canteen including catering and shall purchase required quality materials/ingredients for preparing food, cleaning of utensils/kitchen appliances/furniture etc. and serve the food as per menu list. The Service Provider shall take into consideration the said requirement while quoting the rates of the items.
- 2.8 The Service Provider will make arrangements for trolleys to bring cooked food/snacks from the kitchen area to the canteen and accordingly make arrangement of catering.
- 2.9 All packed items (biscuits, juice, cold drink, chips etc.) should be sold at the rate not more

than at MRP.

- 2.10 Making availability of high standard of crockery (only ceramic branded- snow white), dinning culinary items (high grade steel) and high standard of napkins for arrangement of snacks/buffet/official lunch is responsibility of the Service Provider.
- 2.11 The Service Provider has to carry out medical examination of all its staff on quarterly basis for all persons deployed at NTA Building for canteen operations and pantry management.
- 2.12 All food items should be prepared with FSSAI approved products as listed in table of Para 2.35.
- 2.13 Weekly menu may be decided in advance in consultation with NTA Canteen Committee and authorized representative of the Service Provider.
- 2.14 Disposal of wet and dry garbage on daily basis, outside and away from NTA premises to be arranged by the Service Provider as per new NDMC directions.
- 2.15 The Service Provider would supply soups/snacks/lunch etc. against coupons issued to NTA officers/officials by Admin Division and the same shall be verified by Administration Division while making payment.
- 2.16 In addition to this, if anybody desires to have soups/snacks/lunch, etc. without coupons or requisition, he/she may have the same by paying individually to the Service Provider at agreed rates.
- 2.17 The Service Provider shall provide crockery, cutlery, cooking utensils, glassware, disposables and other articles in a clean, neat and hygienic condition at his own expense. All time availability should be ensured by the Service Provider.
- 2.18 The Service Provider should attend the meeting of the canteen committee whenever he is called upon to do so. This is mainly to keep a check on the quality/quantity of food being served. If the quantity/quality of food served or service rendered by the Service Provider is not satisfactory at any point in time, the competent authority or anyone authorized by him is entitled to initiate action deemed necessary including immediate termination of contract without notice to the Service Provider.
- 2.19 The NTA will provide following items to the approved Service Provider:
 - a) Rent free canteen and kitchen space
 - b) Free Water
 - c) Free electricity in canteen hall and kitchen
 - d) Furniture required/approved will be supplied before start of canteen service.
 - e) The following kitchen appliances would be provided and installed before start of canteen service:

Sl. No.	Item	Quantity
1	S. S. Storage Rack – 5 Shelves	02
2	Deep Freezer 300 Liters	01
3	Four Door Refrigerator	01

4	Puffer Plate	01
5	Exhaust Hood over Puffer Plate with ducting	01
6	Dough Kneader Machine	01
7	Two Burner	01
8	Stock Pot Stove	03
9	SS Exhaust Hood with Filter over Stock Pot	02
10	Potato Peeler 15 Kg	01
11	Pulverizer 2 Hp	01
12	Bulk Trolley	01
13	Folding Tables SS Made	05

- 2.20 The gas bill through LPG or PNG shall be borne by the Service Provider.
- 2.21 The Service Provider shall maintain the above-mentioned kitchen appliances and keep them in good working condition and shall also hand-over the same to NTA on completion of the contract. In case of any repair or defect to be carried out from the original equipment manufacturer (OEM) only by the NTA.
- 2.22 The Service Provider shall bear all the expenses including wages of engaged/deployed personnel as per the Minimum Wages Act or subsequent enactment of applicable laws for **Catering Management Service and running of canteen** and NTA shall not in any manner be liable for any damage or injury to deployed personnel caused due to their negligence/ignorance while discharging their duties. The Service Provider shall take all necessary precautions against fire hazards as per rules and regulations laid down by concerned authorities and to the satisfaction of NTA/Fire agency.
- 2.23 Only fresh food is to be served. Stale/refrigerated food should not be served at any cost. Recycled oil will not be used for cooking and used cooking oil to be disposed of by the Service Provider.
- 2.24 There shall be no compromise on the quality of food supplied by the Service Provider and if any such incidence or food adulteration is found, action deemed fit shall be taken by the competent authority.
- 2.25 The deployed personnel for cooking food, serving and disposal of garbage/leftover food should be dressed in a uniform and should not be less than 18 years of age.
- 2.26 NTA Canteen Committee may verify the actual market prices before verifying the reimbursement of such bills.
- 2.27 The Service Provider shall also supply those eatable items which are not under the contract in case of any demand. The cost of such items may be reimbursed on actual market prices/MRP rates on each occasion.
- 2.28 Surprise check/Inspection of Canteen and kitchen at NTA Head Office will be done by Canteen committee, Member of Canteen Committee or any of authorized persons from admin division at any time.

2.29 During the inspection, the prescribed canteen inspection form as attached in Para 2.36 filled and signed by both the parties (Service Provider representative and NTA inspecting official) and to be submitted with admin division for further processing.

2 (B) Schedule of Requirement (SOR)

- 2.30 Manpower: Nine (09) personnel (01 Manager, 04 cook, 02 cleaner, 02 helper, etc.) for kitchen and Five (05) personnel for Canteen (02 Serving, 02 Preparation and 01 Helper) or more as per requirement of NTA to manage Kitchen & catering services during meetings and on floors as and when required shall be engaged by the Service Provider.
- 2.31 Rate contract of eatable as given under Schedule of items: -

S.	Name of Items	Composition/Description/Qu	Unit
No.		antity	
(i)	(ii)	(iii)	(iv)
1	Samosa	100 gm	Per piece
2	Stuffed Bread Pakoda	100 gm	Per piece
3	Veg. Chowmein	150gm	Per plate
4	Thali-Full	Tawa Roti-4, Dal/ Kadhi/ Rajma (100gms), Veg. Sabji (100 gms), Paneer Sabji (100 gms), Raita (100 ml.) & Salad (100 gms), Papad-1 Pc, Sweet Dish-1 Pc/50gms OR Rice (200 gm.), Tawa Roti-2, Dal/ Kadhi/ Rajma (100 gms), Veg. Sabji (100 gms), Paneer Sabji (100 gms), Raita (100 ml.) & Salad (100 gms), Papad-1 Pc, Sweet Dish-1 Pc/50gms	Full plate
5	Thali-Half	Rice (200 gm.) or Tawa Roti-2, Dal/ Kadhi/Rajma (150 gms), Veg. Sabji (150 gms) & Salad (50 gms)	Half plate
6	Stuffed Paratha (Aloo, Paneer, Gobi, Onion, Mix)	Paratha of 25 cm dia (min.100gms) with Pickle & Sauce	Per Piece
7	Maggie	Standard Pkt. (Raw-70gms)	Per Plate
8	Maggie with vegetables (onion, tomato and green veg.)	Standard Pkt. (Raw-70gms)	Per Plate
9	Puri Sabji	4 Puri (30-40 gms each) + Sabji(200gm), Pickle & Sauce	Per Plate

Schedule of Items I

S.	Name of Items	Composition/Description/Qu	Unit
No.		antity	
10	Idli (2 Pcs) with Sambhar & Chutney	Idli 75-80gms each, Sambhar (150gms), Coconut Chutney (25-30gms)	Per plate
11	Vada (2 Pcs) with Sambhar & Chutney	Vada 70-80gms each, Sambhar (150gms), Coconut Chutney (25-30gms)	Per plate
12	Mixed Pakoda	200 gm with Fresh Green Chutney and Sauce	Per plate
13	Veg cutlet	100 gms with Sauce/Green Chutney	Per piece
14	Uttapam	Uttapam 150 gms, Sambhar (150gms), Coconut Chutney (25-30gms)	Per piece
15	Sandwich	Two slice of big size with Mayonnaise (25gms), Cheese (10-20gms), Vegetables Scramble (10-20gms)	Per piece
16	Besan Burfi	Sweet (50 gms)	Per piece
17	Baloo Shahi	Sweet (50 gms)	Per piece
18	Coconut barfi	Sweet (50 gms)	Per piece
19	Gulab Jamun	Sweet (5 cms dia)	Per piece
20	Packed Juice & Cold Drinks	Packed Juice & Cold Drinks (225-250 ml)	Per piece
21	French fries	200 gms with sauce	Per plate
22	Mix Fruit Salad/Chaat (seasonal without potato)	250 gms	Per plate
23	Mix Fruit Plate	650 gms	Per plate

Schedule of Items II

S. No.	Name of Items	Composition/Description/ Quantity	Unit
		Samosa (Above 50gms)	
		Bread Pakora (Above 100gms)	
	Option-I	Veg Cutlet (Above 100gms)	Any three
1	High Tea:	Gulab Jamun (Above 50gms)	Items per plate
	Any three items optional	Kaju Katli (Above 25gms)	/Per Packet
		Banana chips (Handful)	
		Soup (Veg/Tomato-150ml)	
2	Option II	Buffet Lunch/Dinner for DG meetings / Official	Per plate/
2	Option-II	Meeting (As per Menu at Annexure IX)	Buffet
		Packed Thali / Buffet for Lunch/Dinner for normal	
		meetings contains: - Butter Roti/Butter Naan/	
3	Option-III	Lachha Paratha (2 Nos.), Jeera Rice/Pulao	Per
		(200gm), Daal Makhani/Dal Fry (150gm), Shahi Paneer/Malai Kofta (150gm), Veg. Sabji (150gm),	plate/Buffet
		Raita (100 ml) & Green Salad (150gm) Roasted	
		Papad (1), Pickle (25 gm), Gulab Jamun (1Pc)	

Note: -

- i. Service Provider shall use the serving utensils like Bowls, serving plates etc. which must accommodate the quantity of items as prescribed in schedules of item list I & II.
- ii. The minimum guarantee for serving Option-I, II and III is 5 Nos. at an occasion.
- iii. Option I, II & III may be thali or buffet (with hot buffet counters, sufficient crockery and serving staff) for the minimum strength of five persons/officials.
- iv. NTA admin division authorized member of canteen committee may verify the actual market prices before verifying the reimbursement bills.
- v. Counter sales packed items like, Chips, Namkeens, Biscuits, Cold Drinks, Juice etc. will be on MRP.
- vi. Service Provider has to supply bulk order items like Laddu, Burfi etc. from market on special occasions like 26th January and 15th August from outside shops as directed by Admin Division without any extra cost.
- vii. Any extra item would be supplied by Service Provider with prior permission of NTA.
- viii. Service Provider has to provide items, as required by NTA, within short notice.

2.35 <u>Permissible Brands of Consumables:</u>

ITEM	BRAND (FOR EXAMPLE/GUIDANCE)
Atta	Aashirvad, Pillsbury, Nature Fresh, Shakti Bhog, Aahaar, Rajdhani
Besan and Dal	Rajdhani, Aashirvad, Pan Brand, Shakti Bhog, Tata,
	Mangat Ram, Tata Sampann
Biscuits	Parle, Britannia, Unibic, Sunfeast,
Bread	Harvest, Britannia, Bonn, English oven
Butter	Amul, Britannia, Mother Dairy
Juice	Real, Tropicana, Paper Boat
Cold Drinks	Pepsi, Coke, Thums up
Ice Cream, Lassi, Curd	Amul, Mother Dairy, Country Delight, Vita
Iodized Salt	Tata, Annapurna, Nature Fresh
Jam	Kissan, Tops
Ketchup	Maggi, Kissan, Heinz
Lemon Water	Real, Tropicana, Paper boat
Maida	Aashirvad, Pillsbury, Nature Fresh, Shakti Bhog, Rajdhani
Milk	Amul, Mother Dairy, Country Delight, Vita
Mineral Water	Kinley, Bisleri, Ganga, Aqua Fina
Mixtures/Chips	Haldiram, Bikanerwala, Bicano, Bikaji
Mustard Oil	Engine, P Mark, Patanjali, Dhara, Fortune, Nature Fresh
Paneer	Amul, Mother Dairy, Country Delight, Vita
Pickle	Mother's, Priya, Tops
Refined Vegetable Oil	Fortune, Sundrop, Sweekar, Dhara, Nature Fresh, Saffola, Olive Active
Rice (Basmati)	India Gate, Daawat, Lal Quila.
Spices	MDH, MTR, Ashok, kichen king, Badshah, Tata Sampann
Suji	Aashirvad, Pillsbury, Nature Fresh, Shakti Bhog, Patanjali, Rajdhani, Tata Sampann
Sweet	Bikaner, Haldiram, Nathu, Bangla Sweets, Kaleva, Bikanerwala, Bikano, Bikaji
Теа	Brooke Bond, Lipton, Tata, Red label, Tajmahal
In case supply of Special Packed Thali/Tiffin/Continental	Kaleva, Bangla Sweets, Sawarnaa Bhawan, Dasha Prakash or any other restaurant as directed by Admin Div.

Note:

- 1. The canteen committee will inspect the quality/Brands of raw material and packed food item.
- 2. The items/brands mentioned above are indicative in nature. Items/brands can be deleted or added/modified with the mutual consent of the Service Provider and NTA.

Canteen Inspection Form		
Date:	Inspecting Officers Name – from GOI	
ITEM	BRAND	YES/NO
Atta	Aashirvad, Pillsbury, Nature Fresh, Shakti Bhog, Aahaar, Rajdhani	
Besan and Dal	Rajdhani, Aashirvad, Pan Brand, Shakti Bhog, Tata, Mangat Ram, Tata Sampann	
Biscuits	Parle, Britannia, Unibic, Sunfeast,	
Bread	Harvest, Britannia, Bonn, English oven	
Butter	Amul, Britannia, Mother Dairy	
Juice	Real, Tropicana, Paper Boat	
Cold Drinks	Pepsi, Coke, Thums up	
Ice Cream, Lassi, Curd	Amul, Mother Dairy, Country Delight, Vita	
Iodized Salt	Tata, Annapurna, Nature Fresh	
Jam	Kissan, Tops	
Ketchup	Maggi, Kissan, Heinz	
Lemon Water	Real, Tropicana, Paper boat	
Maida	Aashirvad, Pillsbury, Nature Fresh, Shakti Bhog, Rajdhani	
Milk	Amul, Mother Dairy, Country Delight, Vita	
Mineral Water	Kinley, Bisleri, Ganga, Aqua Fina	
Mixtures/Chips	Haldiram, Bikanerwala, Bicano, Bikaji	
Mustard Oil	Engine, P Mark, Patanjali, Dhara, Fortune, Nature Fresh	
Paneer	Amul, Mother Dairy, Country Delight, Vita	
Pickle	Mother's, Priya, Tops	
Refined Vegetable Oil	Fortune, Sundrop, Sweekar, Dhara, Nature Fresh, Saffola, Olive Active	
Rice (Basmati)	India Gate, Daawat, Lal Quila.	
Spices	MDH, MTR, Ashok, kichen king, Badshah, Tata Sampann	
Suji	Aashirvad, Pillsbury, Nature Fresh, Shakti Bhog, Patanjali, Rajdhani, Tata Sampann	
Sweet	Bikaner, Haldiram, Nathu, Bangla Sweets, Kaleva, Bikanerwala, Bikano, Bikaji	
Tea	Brooke Bond, Lipton, Tata, Red label, Tajmahal	
In case supply of Special	Kaleva, Bangla Sweets, Sawarnaa Bhawan, Dasha	
Packed	Prakash or any other restaurant as directed by Admin	
Thali/Tiffin/Continental	Div.	

Cleaning and Hygienic	
Status.	
Is Cooking oil being	
found use for multiple	
purposes?	
Food Handlers Medical	
Status	
Fresh Items like	
Vegetables Fruits Status.	
Canteen Manager/ Rep	Inspecting officer's Signature
Signature	
Special Remarks If Any:	

<u>SECTION III</u> Additional Terms of Contract (ATC)

The National Testing Agency (NTA), New Delhi invites bid for "Identification of Service Provider(s) for Catering Management Services which includes running of Kitchen & Canteen for National Testing Agency, New Delhi" through Custom Bid on GeM Portal.

3.1 GENERAL

Auto generated General Terms and Conditions by the GeM portal while creating the GeM bid shall also be construed as part of this Bid/RFP.

The Terms and Conditions stipulated in SCC & SLA will supersede those in GTC and Terms and Conditions stipulated in ATC will supersede those in GTC and STC in case of any conflicting provisions.

The participation by the Bidder in e-bidding shall be construed as his / her acceptance of all the Terms and Conditions as outlined in the e-bidding including GTC, SCC and ATC.

3.2 Bidder must submit their bid online through GeM portal only. Manual bids shall not be accepted.

3.3 Bidder shall be solely responsible for compliance to provisions of various laws, Industrial and any other laws applicable and all the licences/statutory obligations etc. relating to "**Identification of Service Provider(s) for Catering Management Services which includes running of Kitchen & Canteen for National Testing Agency, New Delhi**". The "Bidder" will give proof of fulfilling statutory obligations. The 'NTA' shall have no liability in this regard.

The Bidder shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it, at NTA. The 'NTA' shall have no liability in this regard.

3.4 **Estimated Bid Value**: Estimated Bid Value indicated in the bid is being declared solely for the purpose of guidance on PBG amount (if applicable) and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the Bidder and is also not going to have any impact on bid participation.

a)	Name of the	The Director General,
	Purchaser:	National testing Agency,
		Department of Higher Education
		Ministry of Education, Govt. of India,
		First Floor, NSIC-MDBP Building, Okhla
		Industrial Estate, New Delhi-110020.

3.5 Schedule for Invitation to Bid:

b)	Name of the Contact	Procurement Unit	
	Person for any		
	clarification:		
Qu	Queries should be submitted via GeM portal only.		
E-m	E-mail- procurement@nta.ac.in		
Pho	Phone – 011-69095217		

3.6 Submission of Bids:

- 3.6.1 Bidders 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 shall be responsible for any delay due to any issues. The system will not permit submission of documents beyond the deadline.
- 3.6.2 As per current Government orders, in lieu of Bid Security/Earnest Money Deposit (EMD), bidders must furnish Bid Security Declaration (BSD) as per Annexure-II. Bids not complying with these provisions shall be rejected.
- 3.6.3 The declarations, undertaking, formats, annexure etc. to be submitted as per Bid requirements, should be on the Company's Letterhead.
- 3.6.4 The Bidder has to ensure that the following documents/ forms are submitted with the bid <u>duly filled and mentioning page number wherever applicable:</u>
 - a) Technical Evaluation Criteria as per Annexure-I
 - b) Bid Security Declaration, in the format as mentioned in Annexure-II.
 - c) Eligibility Declarations as per **Annexure-III**
 - d) Undertaking as per Annexure-IV
 - e) All basic information of the Bidder in the format as per **Form-1**.
 - f) Authorization for attending Pre-Bid Conference in the format as per Form-2.
 - g) Performance Statement in the format as per **Form-3**.
- 3.7 In case rates are disclosed anywhere except the Financial Bid or Financial Bid is found uploaded along-with the Technical Bid in the Technical Bid Section, the bid shall be rejected.
- 3.8 Bid Opening:

Bids received shall be opened online at the specified date and time given in the Bid/Gem Portal.

- 3.9 Technical Evaluation:
 - i) The Bidders possessing all the requisite qualifications/evidence/documents as spelt out in the **Technical Evaluation Criteria (Annexure-I)** and other terms & conditions found in order by TEC would be declared as technically qualified based on approval

of the competent authority. Every Title/column of the Annexure-I should invariably be filled by the bidder. If any point is not applicable, the same may be clearly mentioned in the format.

- ii) Accordingly, the financial bid of technically qualified Bidders would be opened after approval of the competent authority.
- 3.10 A duly constituted Tender Evaluation committee (TEC) will evaluate the bids as per following: -

Sl. No.	Document required	Base of Marking /Method of Calculation	Points Obtain ed	Total Maximum Points	Obtaine d marks		
	Part-A						
	Annual Turnover in	Documents Part- 30 Poin Turnover < 67.5 Lacs	Nil				
1	Catering Services (minimum Turnover Rs. 67.5 Lacs in catering and canteen services) last three years (FY	$67.5 \text{ Lacs} \le \text{Turnover} < 1 \text{ Cr}$	12	20			
1		1 Cr ≤ Turnover < 1.5.0 Cr	16	20			
	ending 31-03-2024)	Turnover ≥ 1.5.0 Cr	20				
	Experience criteria (Minimum experience shall be 3 years)	Experience < 3 Yrs.	Nil	-			
2		3 Yrs ≤ Experience < 5 Yrs	12	20			
2		5 Yrs ≤ Experience < 7 Yrs	16	20			
		Experience ≥ 7Yrs	20				
	The number of running single contracts having an annual value of Rs. 1.8 Crores and above in related services in last three financial years	No of contract = 1	12	20			
		No of contract = 2	16				
3		No of contract ≥ 3	20				
	TOTAL MAXIMUM POINTS			60			
he bi of q	e Bidder is a Micro or Small En idder shall be exempted from the uality and technical specification rking criteria as a part of technic	ne requirement of "Bidder ons and having valid certif	Turnover	criteria" subject	to meeting		
	Tender Evaluation Con	mmittee (TEC) site visit p	art- Maxiı	num 20 Points			
1	Hygiene and Cleanliness of kitchen and service area	To be allotted by TEC af		10			
2	Staff Hygiene	physical inspection at		10			
3	Quality of Food	premises of any runnir		10			
4	Quality of Raw Materials of Food	contract of the bidders	6	10			
	TOTAL MAXIMUM POINTS40						

Part-C (Valid License required)

- 1. FSSAI Licence to run canteen,
- 2. ISO 22000:2018 (Food Safety Management),
- 3. ISO 9001:2015 (Quality management system),
- 4. ISO 45001:2018 (Occupational health and safety management system)

Note: The bidder scoring Minimum 36 marks in Part (A), Minimum 24 Marks in Part (B) and having valid certificates as mentioned in Part-C would only be considered technically qualified and further to open the financial bid.

3.11 Evaluation of Financial Bids and Ranking of Bids

- 3.11.1 The evaluation of bid for deciding L-1 Bidder shall be based on the overall lowest cost including GST etc. quoted by the Techno-commercially qualified Bidders for a period of two years on GeM Portal.
- 3.11.2 If any Bidder offers conditional discounts/ rebates in his bid or suomotu discounts and rebates after the Bid Opening (techno-commercial or financial), such rebates/ discounts shall not be considered for ranking the offer. But if such a bidder does become L-1 without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the contracts.
- 3.12 Evaluation in case of Tie/More Bidders having same Bid value: In case during financial evaluation, if it is found that there are more than one bidder having same bid value/rate, L-1 bidder will be decided by GeM tool through "Run L-1 selection".

3.13 Verification of Original Documents

- 3.13.1 Before issuing a Letter of Award (LoA) to the successful Bidder, the Procuring Entity may, at its discretion, ask Bidder for verification of the originals of all such documents whose scanned copies were submitted online along with the Technical bid.
- 3.13.2 If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as nonresponsive in addition to other punitive actions in the Tender Document.

3.14 Letter of Award (LoA)

- 3.14.1 The Bidder, whose bid has been accepted and documents verified by NTA, shall be notified for the award before the expiration of the Bid-Validity period by written or electronic means.
- 3.14.2 The successful bidder will sign the contract/agreement within 15 days of notification for Award of contract as per the contract/agreement form provided in the bid document (**Annexure-V**).
- 3.14.3 Service Level Agreement (SLA) generated by GeM portal will also be the

part of the contract/agreement.

3.15 **Performance Security:**

- 3.15.1 The successful Bidder shall furnish an interest free refundable Performance Bank Guarantee (PBG)/Performance Security (5% of Annual contractual value) as per Annexure-II within 15 (Fifteen) days from the date of award of work but before the signing of the contract. The PBG shall be valid for a period of 60 (sixty) Days beyond the contractual period. In case of failure, the successful Bidder may be banned from doing business in NTA at least for 03 (three) years, bids shall be cancelled, and new bid will be floated.
- 3.15.2 The Performance Security shall be discharged within 60 (sixty) days on the satisfactory completion of the contract as well as statutory obligations. If the successful bidder fails or neglects any of his/her obligations under the contract, it shall be lawful for NTA to forfeit either the whole or any part of performance security furnished by the bidder as compensation for any loss from such failure.
- 3.16 NTA reserves the right to accept/reject any/all bid(s), and to annul the Bid process at any time prior to award of Contract without assigning any reason and without thereby incurring any liability to the affected Bidder/s or any obligation to inform the affected Bidder/s for the NTA's action.
- 3.17 **Period of Contract**: The Contract shall be for a period of **01 (One)** year from the date of signing of the agreement as per the terms & conditions of bid. However, the contract can be terminated at any time at the discretion of Competent Authority, NTA by serving a prior notice of 01 (One) Month. Moreover, the contract may be extended further up to a period of One Year or part thereof on mutual consent at the same terms and conditions at the discretion of NTA.
- 3.18 The Bidders are advised to inspect the NTA, New Delhi premises, where the services are required to be offered and assess for requirements by themselves before submitting the bid.
- 3.19 The Firms/Agencies shall meet the eligibility Criteria as per **Annexure-I** (Technical Evaluation Criteria).
- 3.20 The bidder shall possess a valid ISO 22000:2018, 9001:2015 and 45001:2018 certification and shall furnish the document duly self-certified.
- 3.21 **Exemption**: If the Bidder is a Micro or Small Enterprise as per latest definitions under MSME rules or Startup, the bidder shall be exempted from the requirement of "Bidder Turnover criteria and "Experience Criteria" subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover/Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the NTA. The certificate should be valid for a period of at least 3 (three) months after the bid submission end date and should remain valid throughout the tenure of selection. The successful bidder will be required to maintain MSME validity during the currency of the contract.

Section-IV (Special Conditions of Contract)

4.1 General Instructions:

- a) The Bidder shall perform the Catering & Management Services in the manner and as per the instructions of the Admin Division of NTA.
- b) The Bidder shall ensure that all personnel deployed by the firm are fully conversant with the premises and with the NTA's business activities and its related requirements.
- c) Bidder must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Bidder. Bidder shall deploy/engage reliable personnel at NTA's premises after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. The Bidder shall intimate the details like name, age, parent age, address (residential as well as permanent) of all staff to the NTA and shall also intimate changes in addresses of the staff as and when they take place.
- d) Bidder shall deal with and settle the matters related with Union of India, State Government(s) and Government UT Administrations and shall make sure that no labour disputes / problems are referred to NTA. It shall totally indemnify NTA in this regard.
- e) Bidder should at all times indemnify NTA against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit (Amendment) Act, 2017; Delhi Shops and Establishment Act, 1954 or any modification thereof or any other law relating thereto and rules made hereunder from time to time. NTA will not own any responsibility in this regard.
- f) Bidder's staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Bidder shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Bidder shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty.
- g) Be it private or public areas, the Bidder's staff shall be liable to be frisked / checked by the Security guards at NTA premises or on duty at any time during performance of their duties.
- h) Bidder's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
- i) Bidder shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him/her.

- j) **TELEPHONE HANDLING**: The Bidder's employees shall be instructed by the Bidder strictly not to misuse the telephone facility of the NTA.
- k) **FRISKING / CHECKING PROCEDURES**: All contract staff will be thoroughly frisked at the time of their entering the office premises and leaving the office premises in the evening. If anything, untoward is found, it must be reported to the Administration Division.

4.2 Termination of Contract

4.2.1 This Contract shall be valid for a period of 1 (one) year from the date of signing of the agreement.

4.2.2 Any extension, maximum upto two consecutive years of the Contract may be with mutual agreement in writing and signed by both the parties.

4.2.3 Any desired modification(s) in this Contract would be carried out through mutual consent between both parties in writing.

4.2.4 This Contract may be terminated by either party by giving 30 days prior notice in writing to other party through email and/or Registered AD/speed Post AD.

4.2.5 The termination of this contract will not affect validity or duration of any legally binding obligations of confidentiality, information security, assignment, ownership of intellectual property rights made under this contract.

4.2.6 NTA reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Service Provider's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract with NTA.

4.2.7 Cancellation of Contract in Full or in Part: NTA at its sole discretion can terminate the contract at any time during the period of contract, if the Service Provider:

- a) At any time, the bidder makes default in proceeding with the works and observes negligence and continues to do so even after a notice in writing from the NTA
- b) Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 15 days after a notice in writing is given to him in that behalf by the NTA
- c) Fails in yearly performance evaluation of the Service Provider/Service Provider by NTA
- d) If the Service Provider stops the work continuously for more than 07 days, then NTA reserves the right to terminate the Contract without giving any notice whatever may be the reason. In such case, the Service Provider has no right to claim compensation.
- e) NTA can terminate the agreement if the services provided by the Service Provider are found to be unsatisfactory. NTA has the authority to complete the remaining works through other agencies and would be recovered from the bills due or encashing Performance Bank Guaranty (PBG). Decision of NTA in this regard would be final & binding.
- f) Notwithstanding the provisions mentioned herein, the NTA shall have the right to cancel the contract for any default on the part of Service Provider due to non performance thereof, with an advance notice of 30 days.
- g) Violates any of the terms and conditions stipulated in the agreement/tender document.
- 4.3 **CODE OF CONDUCT**: The Bidder shall strictly observe that his/her personnel:
 - i. Are always presentable and vigilant.
 - ii. Are punctual and arrive at least 15 minutes before start of their duty time.

- iii. Take charges of their duties properly and thoroughly.
- iv. Perform their duties with honesty and sincerity, Read and understand their post and site Instructions and follow the same.
- v. Extend respect to all Officers and staff of the NTA
- vi. Shall not drink liquor on duty or come drunk and report for duty.
- vii. Will not gossip or chit chat while on duty.
- viii. Will never sleep while on duty.
 - ix. Will not read newspaper or magazine on duty.
 - x. Will immediately report if any untoward incident / misconduct or misbehavior occurs, to Bidder and to Administration Division of NTA .
 - xi. When in doubt, approach concerned person immediately.
- xii. Do not entertain visitors.
- xiii. Shall not smoke or use gutka/paan etc. in the office premises.
- xiv. Shall not act in a unionized manner.

4.4 Force Majeure:

- a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, pandemic/epidemic, storm, flood, currency restrictions, insurrection and civil commotion, acts of terrorism or other extreme adverse weather conditions, strikes, lockouts or other industrial action, a pandemic situation causing lockdown by the order of the concerned Government (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or resources, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

4.5 Arbitration:

(a) Any dispute between the Parties arising out or in connection with this Contract or in respect of any defined legal relationship associated therewith or derived there from, shall be referred to arbitration by a sole arbitrator and the Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings. The sole arbitrator shall be appointed mutually by the Parties.

- (b) The parties agree to have their dispute(s) or difference(s) resolved in terms of Section 29B – Fast track procedure, of the Arbitration and Conciliation Act, 1996 (as amended).
- (c) The arbitration proceedings shall be held at New Delhi, India and language used in these proceedings shall be English.
- (d) The decision of arbitrator appointed to deal with such matters shall be accepted by the Parties as final and binding on Parties.
- (e) The decision to continue performance of their respective remaining obligation under this Contract or to rescind the Contract shall be decided mutually, despite the continuation of arbitration proceedings.
- (f) The Parties shall use their best endeavors to procure that the decision of the arbitrator is given within a period of six months or as early as is possible after the reference has been made to the arbitrator.
- (g) The courts in New Delhi, India shall have exclusive jurisdiction in relation to this Contract including this clause.
- (h) All fees pertaining to arbitration proceedings shall be borne by the Parties equally.
- (i) All other costs incurred by the Parties shall be borne by the respective Parties.

4.6 Confidentiality:

The Service Provider shall take all precautions not to disclose, divulge and or disseminate to any third party any confidential information, proprietary information on the client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and or business of the client. The obligation is not limited to any scope and the Service Provider shall be held responsible in case of breach of the confidentiality of NTA's information. Breach of the obligation of confidentiality may invite action as per the Aadhaar Act 2016 (as amended) and the regulations framed thereunder or as per other laws as applicable.

4.7 Important Terms and conditions of Tender Enquiry

- a) No Third Party would undertake any Services without prior consent of the NTA (NTA).
- b) If the Service Provider stops the works continuously for more than 07 days, then NTA reserves the right to terminate the Contract without giving any notice whatever may be the reason. In such case, the Service Provider has no right to claim compensation.
- c) NTA can terminate the agreement if the services provided by the Service Provider are found to be unsatisfactory. NTA has the authority to complete the remaining works through other agencies and would be recovered from the bills due or encashing Performance Bank Guaranty (PBG). Decision of NTA in this regard would be final & binding.
- d) NTA has the authority to terminate the contract without specifying any reasons thereof, without any compensation at any time during the currency of the agreement. However, one month notice will be given prior to cancellation and no compensation would be given.

- e) The Service Provider has no right to withdraw or leave the contract in mid before expiry of the term of the specified valid tenure of the contract.
- f) The rates shall remain firm during the period of the contract excluding any variation in GST.
- g) Notwithstanding the provisions mentioned herein, the NTA (NTA) shall have the right to cancel the contract for any default on the part of Service Provider due to non performance thereof, with an advance notice of 30 days.
- h) Bids quoting the service charges below 3.85% will not be considered as per MoF OM No. F.6/1/2023-PPD Dated 06.01.2023.
- i) Canteen committee will inspect for raw material, food packed item for quality/Brands fortnightly.

4.8 Firm Prices

- i) Prices quoted/offered must be firm and final. There would be no increase in rates payable to the Agency during the Contract period except GST and other statutory obligations, which will be paid extra as applicable.
- ii) The bidder shall comply all statutory obligations under the intimation to NTA as and when required.
- iii) The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies and other charges as may be applicable in relation to the activities proposed to be carried out. NTA may ask for clarification with respect to taxes, duties, fees, levies, other charges, if required.
- iv) The Service Provider shall be sole responsible for all kinds of statutory compliance including labour regulations.

4.9 Period of Validity of Bids: -

- 4.9.1 Bids shall remain valid for 180 days from the last date of bid submission prescribed by NTA. A bid valid for a shorter period may be rejected by NTA as non-responsive.
- 4.9.2 Conditional bid would be treated as unresponsive, and no representation shall be entertained on this account.
- 4.9.3 All supporting/relevant documents/evidence being submitted must be legible and sequentially numbered as per the checklist irrespective of the nature of content.
- 4.9.4 The Bidder shall procure, prepare and serve all items mentioned under **schedule of items**, and shall compliance to all statutory obligations towards Taxes & duties enforceable, etc. by Government from time to time, however, the offered rate/price of the items shall remain fixed during period of contract and will not increase in any case except statutory obligations which will be paid as per actual.
- 4.9.5 The rates of each item should be quoted in words and figures in the rate schedule

attached. The rate list and menu approved by NTA should be displayed properly.

- 4.9.6 Under no circumstances any of the Service Provider's personnel will stay in NTA premises after closing of the canteen.
- 4.9.7 The NTA office is a "NO Smoking Zone". Hence, sale and use of tobacco is prohibited.
- 4.9.8 The sale and use of liquor (Alcohol) is strictly prohibited in NTA premises.
- 4.9.9 It will be the sole responsibility of the Service Provider to serve tea/coffee/soup and other eatables/snacks in all sections on call against coupon/requisition/individual payment as the case may be. Bills without coupon/requisition will not be entertained.
- 4.9.10 It will be the sole responsibility of the Service Provider to recover amount due for eatable/other items served to employees/individuals, if provided without coupon/requisitions.
- 4.9.11 If the bidder is terminated by NTA due to poor performance/violation of any clause of the agreement or bad act of Service Provider, security deposit will be forfeited.
- 4.9.12 Bidder will indemnify NTA for all the consequences arising due to ignorance/negligence/fault of deployed personnel for **Catering Management Service and running of canteen**, whatsoever it may be.
- 4.9.13 Non-violation of any rule of Law- NTA should be indemnified to the full extent.
- 4.9.14 **Uniform**: Bidder shall provide uniform to all the deployed personnel during working hours.
- 4.9.15 **Hygiene:** The disposal of garbage from canteen would be done by the Bidder, separate bins would be used for dry and wet garbage.
- 4.9.16 The canteen may be operational on weekends, National holidays or other holidays also, if so desired by NTA. Adequate staff provision shall be made by the bidder for extended late hour service if required.
- 4.9.17 The Service Provider is responsible for the verification of the character and antecedents of all the personnel before their deployment at NTA and a certification to this effect will be submitted to NTA.
- 4.9.18 If any sort of food poisoning, either minor or major, is reported for any of the canteen food, the complete responsibility shall be with the contactor. The contactor shall take immediate steps for the medical aid for the diners, fully at their own cost. Under any such case, the Canteen contract may be terminated with the recommendation of NTA management by forfeiting the security deposit.
- 4.9.19 The Bidder shall always be contactable, and messages sent by e-mail / from the NTA to the bidder shall be acknowledged immediately on receipt on the same day. Non-Compliance to this will also invoke the penalty clause.
- 4.9.20 The Bidder shall not change any canteen manpower frequently or without intimation to Admin division of NTA.
- 4.9.21 The manpower working should be polite, cordial, positive and efficient; their action shall promote good will and enhance the image of this office. The Bidder shall be responsible for any act of indiscipline on the part of persons deployed by him.
- 4.9.22 In case of any theft or loss of property due to negligence or carelessness of manpower of the Bidder, Bidder shall be fully responsible, and Bidder will have to make good of the losses so insures to NTA, otherwise the same will be deducted from the security deposit or from the canteen Bidder Charges payable.

Section: V

(Payment Terms)

- 5.1The Service Provider shall raise bills on **a monthly basis** after the satisfactory completion of services duly certified by Canteen Committee of NTA. The payment shall be released within 15 days of receipt of invoice along with complete documents after deduction of all dues and towards statutory requirements as per terms & conditions of the Contract document.
- 5.2The Service Provider shall submit his/her bills with following supporting documents:
 - i. Bill forwarding letter
 - ii. Bill invoice
- 5.3The Service Provider shall not be entitled to any increase in the approved rates till expiry of the service contract.
- 5.4 All payments shall be made in Indian Currency by means of Electronic Clearance Service (ECS).
- 5.5 The NTA shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Service Provider, and the amount so deducted shall be deemed to be a payment made to the Service Provider.
- 5.6GST shall be paid against receipt of tax invoice and proof of payment of GST to the Government. In case of no receipt of tax invoice or non-payment of GST by the Service Provider, NTA shall withhold the payment of GST or full payment.
- 5.7 The successful service provider shall comply with prevailing tax regulations in the country.

5.8 The billing address & contact details of NTA are as under:

Director (Admin) National Testing Agency (NTA), 1st Floor, NSIC-MDBP Building, Okhla Industrial Estate, New Delhi- 110 020

SECTION-VI (PENALTIES)

6.1 NTA reserves the right to impose Penalty in following cases: -

6.1.1 Penalties Clause: The following penalties may be imposed on the Bidder on the recommendations of the Canteen Committee and with the approval of the Competent Authority. The cumulative penalties shall be compiled, and the amount deducted from the payment of monthly bills submitted by the Bidder:

Sr. No.	Types of Service Deficiency/ Default	Penalty Rs.
1	Using of Non branded items (per item per time)	Rs. 1000/
2	Using of Oil for multiple use.	Rs. 10000/
3	Other Issues like Unhygienic conditions etc.	Rs. 5000/
4	Shortage of required manpower	Rs. 100/- per person per day
5	Delay in order for supply of (Retails/Thali /refreshment) on day-to-day basis.	Rs. 500/-
6	Delay in order for supply on bulk items	Rs. 5000/- or 30% of total value of order cost (whichever is higher).
7	Poor services, improper upkeep or cleaning, (per occasion per day per floor)	Rs. 5000/-
8	Non-standard supply of eatables per occasion	Rs. 500/-
9	Personnel not in proper uniform (per person/day)	Rs.500/-
10	Misbehaviour by canteen personnel per occasion in addition to removal	Rs.2000/-
11	Non availability of crockery/disposable items per occasion	Rs.500/-
	Supply of inedible, rotten or expired items	
	First Instance	Rs.2500/-
12	Second Instance	Rs.5000/-
12	Third Instance	Rs.10000/-
	If the same thing is found repeatedly	Contract shall be liable to be terminated
13	Any other non-compliance observed by NTA per occasion	Rs.1000/-
14	If non branded items supply to NTA then Penalty will be imposed per item/per occasion.	Rs.1000/-
		1.0.1000/ -

Note: - In addition to the above penalty, proportionate wages shall also be deducted from the respective monthly bills for non-deployment of manpower against absentees.

6.2 Moreover, supply of non-standard consumables shall be replaced with the

genuine and standard as mentioned in the tender along with a penalty mentioned as above. Even after the repeated penalties, if services are not up to the mark, NTA may forfeit the PBG and initiate the process of blacklisting.

- 6.3 Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the NTA, it will be brought to the notice of the Bidder and if no action is taken immediately, penalty of Rs.1000/- per day per complaint will be imposed.
- 6.4 The Service Provider shall supply fresh sets of uniforms/badges, identity cards, shoes to all personnel who shall wear the same while on work and keep their uniform neat and clean.
- 6.5 NTA reserves the right to do the Compliance Audit/Performance Audit in every financial year.

Technical Evaluation Criteria

Sr. No.	Qualification Criteria	Supporting Documents	Document uploaded (Yes/No/NA)	Document attached at Page No.	Remarks
1.	BID ID:				
2.	BID Validity	180 days			
3.	Bidder Information	To be submitted in "Form-1" as mentioned in the RFP			
4.	Name of the Firm/ Company				
5.a	The bidder must be a Company registered in India under the Provisions of the Companies Act 1956/2013 /a Sole Proprietorship / a Partnership firm	documents in the name of the bidder			
		 In case of Company: Certificate of incorporation as per Company Act. In case of Partnership Firm: Partnership Agreement/ Deed. In case of Proprietorship Firm: Registration Certificate 			
5.b	Status of strike off by Registrar of Companies as on date.	Yes/No (In case yes, furnish supporting document.)			
6	Authorization of Person(s) signing the	PowerofAttorney/BoardResolutionBoard			

	bid on behalf of the bidder	to authorize a person to sign all		1
		derson to sign an		
Q		bid documents/		
0		Agreement etc.		
0.	Bid Security	Annexure-II		
	Declaration			
9.	In Case of MSME	Self-Certified copy		
		of MSME		
		Registration valid		
		throughout the		
		tenure of selection		
	Following registrations/	-		
	for the performance of the			
	a) EPF	Self-certified copy		
		to be enclosed		
	b) ESI	Self-certified copy		
		to be enclosed		
	c) Labour License	Self-certified copy		
		to be enclosed		
	d) FSSAI License	Self-certified copy		
		to be enclosed		
	e) Any other	Self-certified copy		
	m1 p+11 1 11	to be enclosed		
	The Bidder shall	Self-Attested Copy		
	possess valid ISO	to be furnished as		
	22000: 2018, 9001:2015	per clause 1.19		
	and 45001: 2018	valid as on date		
	certification.	and during the		
		currency of the bid		
		and contract period.		
12.	The Bidder should	Enclose self-		
	have presence in NCR	attested evidence		
	of Delhi	in support of		
	of Denn	address like		
		Certificate of		
		Incorporation/GST		
		Registration.		
13.	The Bidder should	Enclosed self-		
	have registration of	attested copy.		
	PAN	ancorea copy.		
	The Bidder should	Enclose self-		
	have registration of	attested copy		
	GST	r J		
	The Bidder should	Copies of contracts		
	have completed the	/ work orders and		
	following works in last	-		
	three financial years			

	ending on 31.03.2024	successful		
	(i.e. 2021-22, 2022-23 &	completion.		
	2023-24)	Or		
		Completion		
	(i) One similar work of	certificate from the		
	single contract value	client containing		
	not less than Rs. 1.8	amount and		
	Crores	duration of the		
	Note: Similar work			
	shall mean "Catering	work, in support of		
	0	Past Experience of		
	Management/Running	Similar Services		
	canteen in	along with names,		
	Central/State	address and		
	Government	contact details of		
	Departments/PSUs/	clients.		
	Public listed	Above shall be		
	companies".	uploaded with the		
	1	bid for verification		
		by the NTA.		
		A brief to be		
		submitted in Form-		
		3 (Performance		
		Statement)		
16.	The Bidder Should	Self-certified		
	Furnish Proof of			
	Average Annual Turn			
	0	2		
	Over which should	by CA for the		
	not be less than Rs.	- 0		
	2.25 Cr Only for the last	financial years i.e.		
	three Financial Year's	2021-22, 2022-23 &		
	i.e. 2021-22, 2022-23 &	2023-24 in		
	2023-24	Annexure-VII		
		along with audit		
		report (form 44AA		
		and 44AB as per IT		
		Act)		
	(i) EV 2021 22	ли		
	(i) FY 2021-22:			
	(ii) FY 2022-23:			
	(iii) FY 2023-24:			
17.	The Bidder Should	Self-certified IT		
	Furnish Proof of IT	Returns for the		
	returns (self-certified),	immediately		
	for the last three	preceding three		
	Assessment Year's i.e.	assessment years		
	1155C55111C111 1 Cal 5 1.C.	2		
1	ງ∩ງງ່າ2 ງ∩ງງ່າ∦ ≬	ויר מרחר מר רבוור הו		
	2022-23, 2023-24 &	i.e. 2022-23, 2023-24		
	2022-23, 2023-24 & 2024-25 (i) AY 2022-23:	i.e. 2022-23, 2023-24 & 2024-25.		

	(ii) AY 2023-24:		
	(iii) AY 2024-25:		
18.	In case seeking exemption from Turnover / Experience Criteria,	Supporting documents (valid as on date and during currency of Bid) to prove his eligibility for exemption must be uploaded by the bidder.	
19.	The bidder should furnish its Bank account Details.	Self-certified copy of cancelled cheque.	
20.	The bidder should furnish copy of latest Annual GST Return (GSTR-9/GSTR-9C) for FY ending on 31.03.2024	Form GSTR- 9/GSTR-9C (whichever is	
21.	Statement of Performance of Services during Last 3 (Three) Years ending 31-03-2024	On Company Letter-head in the	

Signatures of bidder or Officer authorized to sign the bid.

Documents on behalf of the bidder [name & address of Service provider and seal of company]

BID SECURITY DECLARATION

(The Service provider shall fill in this Form in accordance with the instructions indicated on its letterhead)

Dated:

То

Director General, National Testing Agency 1st floor, NSIC-MDBP Building, Okhla Industrial Estate, New Delhi-110020

Ref: Bid document No._____dated_____

Sir/Madam,

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bid must be supported by a Bid Security Declaration.

I/ We accept that I/We may be disqualified from bidding for any contract with NTA for a period of 3 years from the date of opening of Bid, if I/We are in a breach of any obligation(s) under the bid conditions, because I/We:

- 1) Have withdrawn/modified/amended, impairs or derogates from the bid; or
- 2) After having been notified of the acceptance of our bid by the Competent Authority within the period of bid validity:
 - (i) Fail or refuse to furnish a Performance Security in accordance with the Conditions of the Bid Document No.....

OR

(ii) Fail or withdraw or refuse to sign the contract OR

Submits False information/declaration

I/We understand that this Bid-Security Declaration shall cease to be valid, if contract is not awarded to us, upon:

a) Our receipt of your notification to us of the name of the successful service provider or

b) Twenty –eight days after the expiration of the validity of our Bid or any extension to it. We are submitting this Bid Security Declaration in the name of

M/s.....Dated on __day of _____

For and on behalf of M/s._____

Address: Signature: Name: In the capacity of:

DULY AUTHORISED TO SIGN THE BID

ELIGIBILITY DECLARATIONS

(The Bidder shall fill in this Form in accordance with the instructions indicated on its letterhead)

I,_____Son/Daughter/Wife of Shri/Smt._____Proprietor / Director / authorized signatory of the Service Provider mentioned above, is competent to sign this declaration and execute this bid document. It is further submitted that:

- i. I have carefully read and understood all the terms and conditions of the bid and undertake to abide by;
- ii. We solemnly declare that we (including our affiliates or subsidiaries or constituents) :
 - a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons.
 - b) (including our Service Providers/subService Providers for any part of the contract):
 - Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its Tender Processes; and/or
 - Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
 - Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.
 - We certify that we fulfill any other additional eligibility condition if prescribed in Tender Document.
 - We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
- iii. Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144(xi) of the General Financial Rules 2017: We certify as under:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to Service Providers from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- *a) we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed) and;*
- *b)* we shall not subcontract any work to a Service Provider from such countries unless such Service Provider is registered with the Competent Authority.
- iv. The information / documents furnished along with the bid are true and authentic to the best of my knowledge and belief. I/we am/are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.

Signatures of bidder or Officer authorized to sign the bid

Documents on behalf of the bidder [name & address of Service provider and seal of company]

UNDERTAKING (On letterhead of firm)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that I/We have understood all the terms & conditions of the tender and abides by it. Further, I/We declare;

- a) that no criminal case or insolvency proceedings is pending against the Bidder and no Employee or Officer or Partner or Director of the Bidder has been convicted of any criminal offence or offence involving moral turpitude, as per the laws of India or the Bidder has not been blacklisted by any Agency/Govt. Department/PSU/Banks, etc;
- b) that the NTA building site has been visited by the Bidder and have understood all the requirements and shall abide by them; and
- c) that none of the relatives of the Bidder or its Promoters or Directors or its Employees is directly or indirectly associated with NTA.
- d) I/We undertake that my/our firm is never been blacklisted by any Govt./PSU/Reputed Pvt. Institution/Organization.

Signatures of bidder or

Officer authorized to sign the bid.

Documents on behalf of the bidder [name & address of Service provider and seal of company]

DRAFT AGREEMENT FORMAT

(To be made on Rs.100.00 Non-Judicial Stamp Paper)

(Second Part)

M/s.....having its registered office at

(hereinafter called the 'Bidder' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc. of the Second Part.

WHEREAS the 'NTA' is desirous to engage the 'Bidder' for **Catering Management Service and Running of Canteen** at NTA, New Delhi on the terms and conditions stated below:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

- 1. The Bidder shall be solely responsible for compliance to provisions of various laws, Industrial and any other laws applicable and all the licences/ statutory obligations etc. relating to maintenance contract in NTA. The "Bidder" will give proof of fulfilling statutory obligations. The 'NTA' shall have no liability in this regard.
- 2. The Bidder shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it, at NTA site. The 'NTA' shall have no liability in this regard.
- 3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
- 4. The following documents shall be deemed to form and be read and constructed as part of this service contract agreement viz:
 - a) Letter of Award/Acceptance of Service Contract
 - b) Terms and Conditions of the Service Contract.
 - c) Notice Inviting Bid/RFP
 - d) Scope of Work of the Service Agency.

- e) Addendums, clarifications, if any.
- f) Any other additional terms & conditions forming part of the service contract.
- 5. The contract can be terminated by giving one month's notice to the Service Provider.
- 6. In case of non-compliance with the contract, the 'NTA' reserves its right to:
 - a. Cancel/revoke the contract; and/or
 - b. Impose a penalty upto 10% of the total annual value of contract.
- 7. Security deposit equal to 5% of the Annual contract value with validity of 60 days beyond the contractual obligation, in the form of Bank Guarantee of Nationalized and Scheduled Commercial Banks authorized to do Govt. business (i.e. HDFC, ICICI and Axis Bank Ltd) shall be furnished by the 'Bidder' at the time of signing of the Agreement as per "Annexure- II".
- 8. There would be no increase in rates payable to the 'Bidder' during the contract period. The 'Bidder' also agrees to comply with Terms and Conditions & Scope of work of the bid document.
- 9. The 'Bidder' and deployed personnel shall keep confidential all information in connection with and related to NTA and shall not reveal the same to any third party. Any breach of confidentiality shall be a violation of the terms and conditions of this agreement.
- 10. Decision of 'NTA' regarding interpretation of the Terms and Conditions and the Agreement shall be final and binding on the 'Bidder'.
- 11. The 'Bidder' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same.
- 12. The 'Bidder' shall keep 'NTA' fully indemnified against liability of tax, interest, penalty etc. of the 'Bidder' in respect thereof, which may arise.
- 13. In case of a dispute between the 'Bidder' and 'NTA', 'NTA' shall have the right to decide. However, all matters shall have the jurisdiction of local courts in New Delhi.
- 14. The total value of agreement, including applicable taxes, for the job work at NTA, New Delhi will be Rs...../- for a period of Two year which will be effective from......2024.
- 15. The contract will be valid for a period of 24 months w.e.f.2024.

IN WITNESS WHEREOF the Parties have set their respective hands the day and year first above Written.

Witness:

Signed by tl	he duly authorized representat	tive of the Bidder Signature
Name		Title
Date		
Witness:		
Signed by th	ne duly authorized representa	ative of NTA Headquarter
Signatur	e	_
Name		
Title		
Date		

Accepted on behalf of The Bidder Accepted on behalf of the NTA Headquarter

PERFORMANCE BANK GUARANTEE (Format)

(To be stamped in accordance with Stamp Act)

The non-judicial sta	amp paper should be in the	name of issuing Bank
Ref	Bank	Guarantee
No		

Date.....

To, The Director General National Testing Agency Ministry of Education, Govt. of India (GoI), 1st Floor, NSIC-MDBP Building, Okhla Industrial Estate, New Delhi-110020

Reference: Bid ID Number and Date

And Whereas you have stipulated it in the said contract that the Service Provider shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we have agreed to give the Service Provider such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the sail debt from the Service Provider before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until theday of20.....

Our.....*(Name & Address of the*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dated...... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of Branch

*Preferably at the headquarters of the authority competent to sanction the expenditure for the procurement of goods or at the concerned district headquarters or the state headquarters.

ANNEXURE-VII

ANNUAL TURNOVER

(On letterhead of firm)

This is to certify that the annual turnover of M/s..... for last three years i.e. FY-2021-22, 2022-23 and 2023-24 is as under:-

Sl. No.	Financial Year	Amount in Rs.
1	FY-2021-22	
2	FY-2022-23	
3	FY-2023-24	

Signatures of bidder or Officer authorized to sign the bid

Documents on behalf of the bidder [name & address of Service provider and seal of company]

Verified by Name & signature of CA

ANNEXURE -VIII

Financial BID

Part-I: Schedule of Items

S. No	Name of Items	Composition/Des cription/Quantity	Unit	Consu mptio n Trends	Approxi mate Monthly Quantity	Rate/U nit (in Rs.) includ ing GST (upto Decim al of 02 digit)	Cost of Item for two years (in Rs. including GST (viii)= (vi)*(vii)
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)
1	Samosa	100 gm	Per piece	Н	1760		
2	Stuffed Bread Pakoda	100 gm	Per piece	Н	880		
3	Veg. Chowmein	150gm	Per plate	Н	100		
4	Thali-Full	Tawa Roti-4, Dal/ Kadhi/ Rajma (100gms), Veg. Sabji (100 gms), Paneer Sabji (100 gms), Raita (100 ml.) & Salad (100 gms), Papad-1 Pc, Sweet Dish-1 Pc/50gms OR Rice (200 gms), Tawa Roti-2, Dal/ Kadhi/ Rajma (100 gms), Veg. Sabji (100 gms), Paneer Sabji (100 gms), Raita (100 ml.) & Salad (100 gms), Papad-1 Pc, Sweet Dish-1 Pc/50gms	Full plate	Η	350		

S. No	Name of Items	Composition/Des cription/Quantity	Unit	Consu mptio n Trends	Approxi mate Monthly Quantity	Rate/U nit (in Rs.) includ ing GST (upto Decim al of 02 digit)	Cost of Item for two years (in Rs. including GST (viii)= (vi)*(vii)					
5	Thali-Half	Rice (200 gm.) or Tawa Roti-2, Dal/ Kadhi/ Rajma (150 gms), Veg. Sabji (150 gms) & Salad (50 gms)	Half plate	Н	300							
6	Stuffed Parantha (Aaloo, Paneer, Gobhi, Onion, Mix)	Parantha of 25 cm dia (min.100gms) with Pickle & Sauce	Per Piece	Н	150							
7	Maggie	Standard Pkt. (Raw-70gms)	Per Plate	Н	100							
8	Maggie with vegetables (onion, tomato and green veg.)	Standard Pkt. (Raw-70gms)	Per Plate	Н	100							
9	Puri Sabji	4 Puri (30-40 gms each) + Sabji(200gm), Pickle & Sauce	Per Plate	Н	440							
		Total Amount	(in Rs.) 'H'									
10	Idli (2 Pcs) with Sambhar & Chutney	Idli 75-80gms each, Sambhar (150gms), Coconut Chutney (25-30gms)	Per plate	М	100							
11	Vada (2 Pcs) with Sambhar & Chutney	Vada 70-80gms each, Sambhar (150gms), Coconut Chutney (25-30gms)	Per plate	М	100							
12	Mixed Pakoda	200 gm with Fresh Green Chutney and Sauce	Per plate	М	100							
		Total Amount	(in Rs.) 'M'			Total Amount (in Rs.) 'M'						

S. No	Name of Items	Composition/Des cription/Quantity	Unit	Consu mptio n Trends	Approxi mate Monthly Quantity	Rate/U nit (in Rs.) includ ing GST (upto Decim al of 02 digit)	Cost of Item for two years (in Rs. including GST (viii)= (vi)*(vii)
13	Veg cutlet	100 gms with Sauce/Green Chutney	Per piece	L	100		
14	Uttapam	Uttapam 150 gms, Sambhar (150gms), Coconut Chutney (25-30gms)	Per piece	L	100		
15	Sandwich	Two slice of big size with Mayonnaise (25gms), Cheese (10-20gms), Vegetables scrumble (10- 20gms)	Per piece	L	150		
16	Besan burfi	Sweet (50 gms)	Per piece	L	100		
17	Baaloo shahi	Sweet (50 gms)	Per piece	L	100		
18	Coconut barfi	Sweet (50 gms)	Per piece	L	100		
19	Gulab jaamun	Sweet (5cms dia)	Per piece	L	100		
20	Fresh Juice (Masumi/Mix/O range etc.) & Cold Drinks	Fresh juice unpacked (225- 250 ml)	Per glass	L	100		
21	French fries	200 gms with sauce	Per plate	L	100		
22	Mix Fruit Salad/Chaat (seasonal without potato)	250 gms	Per plate	L	100		
23Mix Fruit plate650 gmsPer plateL100							
		Total Amount	t (in Rs) 'L'				
	Grand Total	(in Rs.) 'B'= Total of	('H'*0.50+	'M'*0.30+	'L'*0.20)		
	Grand To	otal (in Rs.) 'B' in w	ords:				

Note: -

1. H- High Consumption, M- Medium Consumption, L-Low Consumption

2. Total amount 'B' shall be calculated as per given formula:

Total Amount 'B'= Total of ('Ĥ'*0.50+ 'M'*0.30+ 'L'*0.20)

3. No packing charges will be paid if orders/supply is asked in carry away for meetings from Admin Division

Signatures of bidder or Officer authorized to sign the bid

Documents on behalf of the bidder [Name & address of Bidder and seal of company]

Part-II: Estimated cost of Snacks/Meeting Items/Buffet Lunch, etc.

S. No	Name of Items	Composition/Descript ion/Quantity	Unit	Cons umpt ion Tren d	Appr oxim ate Mont hly quan tity	Rate/Unit (in Rs.) including GST (upto 02 digit of Decimal)	Cost of Item for two years (in Rs. includin g GST (viii)= (vi)*(vii)
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)
		Samosa (Above 50gms)			550		
		Bread Pakora (Above 100gms)	Each		550		
		Veg Cutlet (Above 100gms)			125		
	Option-I (High	Khandvi (Above 65gms)			100		
1	Tea: Any	Dhokla (Above 50gms)	item Per pc./Per	М	300		
	three items	Gulab Jamun (Above 50gms)	plate/per pkt.		200		
	optional)	Kaju Katli (Above 25gms)	. ркі.		250		
		Banana chips (Handful)			100		
		Soup (Veg/Tomato- 150ml)			200		

S. No	Name of Items	Composition/Descript ion/Quantity	Unit	Cons umpt ion Tren d	Appr oxim ate Mont hly quan tity	Rate/Unit (in Rs.) including GST (upto 02 digit of Decimal)	Cost of Item for two years (in Rs. includin g GST (viii)= (vi)*(vii)
2	Option-II	Buffet Lunch/Dinner for DG meeting/IRMs (As per Menu at Annexure IX)	Per plate/Bu ffet	М	75		
					Tota	l (in Rs.) 'M'	
3	Option- III	Packed Thali /Buffet for Lunch/Dinner for normal meetings contains: - Butter Roti/Butter Naan/ Lachha Paratha (2 Nos.), Jeera Rice/Pulao (200gm), Daal Makhani/Dal Fry (150gm), Shahi Paneer/Malai Kofta (150gm), Raita (100 ml) & Green Salad (150gm) Roasted Papad(1), Pickle(25 gm), Gulab Jamun (1Pc)	Per plate/Bu ffet	L	100		
Total (in Rs.) 'L'							
Gran	Grand Total (in Rs.) "C"= M*0.30+L*0.20						
	Grand Total (in Rs.) "C" in words:						

M: Medium Consumption, L: Low Consumption

Note:-

- i. Service provider/Service Provider shall use the serving utensils like Bowls, serving plates etc. which must accommodate the quantity of items as prescribed in schedules of item list.
- ii. Minimum guarantee for serving of Option-I, II and III is 5 Nos. an occasion.
- iii. Option I, II and III may be thali or buffet (with hot buffet counters, sufficient crockery and serving staff) for the minimum strength of five persons/officials.
- iv. NTA admin division authorized representative FM may verify the actual market prices before verifying the reimbursement bills.
- v. Counter sales packed items like, Chips, Namkeens, Biscuits, cold drinks etc. will be sold not more than MRP.

- vi. The Service Provider has to supply bulk order items like Laddu, Burfi etc. from market on special occasions like 26th January and 15th August from outside shops as directed by Admin Division without any extra cost.
- vii. Any extra item would be supplied only with prior permission of NTA.
- viii. The Service Provider has to provide any type of item within short notice the maximum waiting period after receiving of order is half an hour. Delay in same may lead to penalty as per penalty clause.

Signatures of bidder or Officer authorized to sign the bid

Documents on behalf of the bidder [Name & address of Bidder and seal of company]

Sl.no.	Description	Total Amount for Two Years including GST (without weightage) (in Rs.)	Total Amount for Two Years including GST (with weightage) (in Rs.)
(i)	Part-I: Total cost of Schedule of		
	Items (A)		
(ii)	Part-II: Cost of Snacks/Meeting		
	Items/Buffet Lunch, etc. (B)		
	Grand Total including GST (In		
	Figures)-X (A+B)		
	Grand Total including GST (In		
	Words)-X		

Part-III {Consolidated Commercial Bid (Part-I + Part-II)}

Note:

- **1.** Grand Total cost (in words) of bids represented by 'X' (with weightage) shall be considered for evaluation and determining the ranking of the bidders to conclude the successful bidder (L-1).
- **2.** If there is any discrepancy in words and figures, the amount mentioned in words will be taken into consideration.

Signatures of bidder or Officer authorized to sign the bid

Documents on behalf of the bidder

[name & address of Bidder and seal of company] 52

Annexure -IX

Menu for Executive Lunch/Dinner

Salad (Any Two)

- Green Salad
- Cucumber Salad
- Aloo Chana Chat
- Lachha Onion
- Vinegar Onion

Soup (Anyone)

- Tamatar ka Shorba Lukhnawi
- Cream of Tamatar Soup
- ✤ Vegetable Hot & Sour
- Vegetable Sweet Corn Soup

Dal (Any One)

- Dal Makhni
- Pindi Chana
- ✤ Rajma Masala
- ✤ Yellow Dal Tadka
- Punjabi Kari

Paneer (Any One)

- Paneer Makhani
- Kadai Paneer
- ✤ Pasanda Paneer
- Palak Paneer
- Shahi Paneer Korma
- Malai Kofta
- Paneer Butter Masala

Rice (Any One)

- Plain Rice
- ✤ Jeera Rice
- Peas Pulao
- ✤ Vegetable Pulao

Vegetable (Any One)

- Mix Vegetable
- Vegetable Kofta Kari
- Navartan Korma
- Dum Aloo Kashmiri
- Bhindi Masala
- Aloo Gobhi Masala
- Soya Chaap Masala
- ✤ Began ka Bharta
- ✤ Jeera Aloo

Assorted Breads (Any Three)

- Naan
- Tandoori Roti
- Paratha
- Missi Roti

Dessert (Any Two)

- ✤ Ice Cream of Choice
- ✤ Gulabjamun/Kala Jamun
- ✤ Rasgulla
- ✤ Moong Dal Halwa
- ✤ Gajar Ka Halwa (Seasonal)
- ✤ Rasmalai
- ✤ Jalebi
- ✤ Rabri
- ✤ Custard

Raita (Any One)

- Dahi Bhalla Sauth
- Dahi Pakodi
- Boondi Raita
- Cucumber Raita
- ✤ Mix Vegetable Raita
- Pudina Raita

Bidder Information

(The Bidder shall fill in this Form in accordance with the instructions indicated on its letterhead)

1.Bidder Details

a) Bidder's Name	
b) Address and Contact Details	
c) GEM BID ID	
d) BID Date	

Note: Bidder shall fill in this Form, following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanors in the Tender Document.

2. Bidder/ Service Provider particulars: (Strike Out wherever not applicable)

a) Name of the Bidder	
b) Place of Registration/ Principal place of	
business	
c) Complete Postal Address:	
d) Pin code:	
e) Telephone nos. (with country/ area codes)	
f) Mobile Nos.: (with country/ area codes)	
g) Contact persons/ Designation	
h) Email IDs	

3. Taxation Registrations:

a) Type of GST Registration as per the Act	
(Normal Taxpayer, Composition,	
Casual Taxable Person, SEZ, etc.)	
b) GSTIN number: in Service Provider and	
Service Site States	
c) Registered/ Certified Offices from	
where the Services would be supported	
and Place of Service Site for GST	
Purpose:	
Documents to be submitted: Self-atteste	d Copies of PAN card and GSTIN
Registration.	

4. Trade Registrations and Licenses (Strike out if not applicable):

We have the following registrations/ licences required for the performance of this		
Service. Authenticated copies of these are enclosed herewith:		
EPF	Enclosed / Not Enclosed :	
ESI	Enclosed / Not Enclosed:	
Labour License	Enclosed / Not Enclosed:	
FSSAI Licence	Enclosed / Not Enclosed:	

5. Authorization of Person(s) signing the bid on behalf of the Bidder

Full Name:			
Designation:			
Signing as:			
A sole proprietorship firm. The person			
signing the bid is the sole proprietor/			
constituted attorney of the sole proprietor or			
A partnership firm. The person signing the			
bid is duly authorised being a partner to do			
so, under the partnership agreement or the			
general power of attorney or			
A company. The person signing the bid is			
the constituted attorney by a resolution			
passed by the Board of Directors or in			
pursuance of the Authority conferred by			
Memorandum of Association.			
Documents to be submitted: Registrati	ion Certificate/	Memorandum	of
Association/ Partnership Agreement/ Power of Attorney/ Board Resolution			

6. Bidder's Authorized Representative Information

Name		
Address		
Telephone/ numbers	Mobile	
numbers		
Email Address		

(Signature with date)

(Name and designation) Duly authorized to sign bid for and on behalf of [name & address of Bidder and seal of company] DA: As above

Authorization for Attending Pre-bid Conference

(The Bidder shall fill in this Form in accordance with the instructions indicated on its letterhead)

Bidder's Name_____

Date.....

То

The DG, NTA through Director Administration Procuring Organisation [Complete address of the Procuring Entity]

Ref: Tender Document No. Tend No./ xxxx; Tender Title: PROVIDING CATERING MANAGEMENT SERVICES AND RUNNING OF CANTEEN

Subject: Authorization for attending Pre-bid Conference on _____ (date).

Sr. No.	Name Government Photo ID Type/Number	Government Type/Number	Photo	ID
1				
2				
Alternate				
Representative				

Note:

1. Maximum of two representatives (carrying valid Government photo IDs) shall be permitted to attend the Pre-bid opening. An alternate representative shall be permitted when regular representatives are not able to attend.

2. Permission to enter the hall where the pre-bid conference is conducted may be refused if authorization as prescribed above is not submitted.

Signatures of bidder or Officer authorized to sign the bid. Documents on behalf of the bidder

[name & address of Bidder and seal of company]

Performance Statement

(To be submitted On Company Official Letter-head along with supporting documents, if any)

Statement of Performance of similar Services during <u>the Last Three Years</u> (F.Y. ending on 31-03-2024)

Bidder's Name_____

Note to Bidder: Bidder must fill in this form to prove conformance to Experience and Past Performance. The list below is indicative only. You may attach more documents as required to showcase your past performance. Add additional details not covered elsewhere in your bid in this regard. Statements and Documents may be mentioned/ attached here.

Sr.	Contract Title,	Contracting Entity -	Role in	The total	Status as
No.	Number and Date	Name and Address	Contract	value of the order	on date
1					
2					
3					
So on					

Signatures of bidder or Officer authorized to sign the bid

Documents on behalf of the bidder

[name & address of Bidder and seal of company]