

REQUEST FOR PROPOSAL

FOR

**“PROVIDING MESS SERVICES FOR 511 INMATES FOR
THREE WORKING WOMEN INSTITUTIONS FALLS UNDER
THE JURISDICTION OF NEW DELHI PALIKA PARISHAD
SAMAJ KALYAN SAMITI”**



नई दिल्ली नगरपालिका परिषद

MEMBER SECRETARY

NEW DELHI PALIKA PARISHAD SAMAJ KALYAN SAMITI

NEW DELHI MUNICIPAL COUNCIL

1518, 15TH FLOOR PALIKA KENDRA

SANSAD MARG, NEW DELHI-110001

www.ndmc.gov.in

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DISCLAIMER

This request for proposal (RFP) contains brief information about the Work, Qualification Requirements, Eligibility Criteria and the Selection process for the successful bidder. The purpose of this RFP documents is to provide bidders with information to assist in the formulation of their proposal ('proposal').

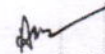
The information ('Information') contained in this RFP document or subsequently provided to interested parties (the bidder(s)), in writing by or on behalf of New Delhi Palika Parishad Samaj Kalyan Samiti (NDPPSKS) is provided to Bidder(s) on the terms and conditions set out in this RFP documents and any other terms and conditions subject to which such information is provided. This RFP document does not purport to contain all their information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for NDPPSKS, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain Bidders may have a better knowledge of the proposed Project than others. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. NDPPSKS, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document and information provided hereunder is only to the best of the knowledge of NDPPSKS.

Intimation of discrepancies in the RFP, if any, should be given to the office of the NDPPSKS immediately by the Bidder. If NDPPSKS receives no written communication, it shall be deemed that the Bidders are satisfied that the RFP document is complete in all respects.

This RFP, along with its Annexures, is not transferable and will be issued only to the interested Bidding Company or the Lead Member of the interested Bidding Consortium. The RFP and the information contained therein are to be used only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). In the event that the recipient does not continue with its involvement in the Work in accordance with this RFP, this RFP must be kept confidential.

This RFP document is not an agreement and is not an offer or invitation by NDPPSKS to any other party. The terms on which the Work is to be executed and the right of the successful bidder shall be as set out in separate agreement contained herein. NDPPSKS reserves the right to accept or reject any or all proposals without giving any reasons thereof. NDPPSKS will not entertain any claim for expenses in relation to the preparation of RFP submissions.

Neither New Delhi Palika Parishad Samaj Kalyan Samiti, nor its employees and advisors/consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Work, the information supplied by or on behalf of NDPPSKS or its employees, any advisors/consultants or otherwise arising in any way from the selection process for the said Work.


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The purchaser of the RFP, which may be the Bidder or the lead Member of the Bidding Consortium and on behalf of each Member of such Consortium, shall be deemed to have confirmed that the Bidders are fully satisfied with the process of evaluation of the Responses and the NDPPSKS's decision regarding the qualification or disqualification or short listing of the Bidders. The Bidders hereby expressly waive any and all objections or claims in respect thereof.

This RFP may be withdrawn or cancelled by NDPPSKS at any time without assigning any reasons thereof. NDPPSKS further reserves the right, at its complete discretion to reject any or all of the Bids without assigning any reasons whatsoever.

DEFINITIONS

Any capitalized term, used but not defined in this RFP, shall have the meaning ascribed to such term in the RFP Documents. In absence of availability of definitions in the foregoing references, the capitalized terms shall be interpreted in accordance with the Government of India Guideline or any other relevant law, rule or regulation prevalent in India, as amended or re-enacted from time to time, in that order;

"Bid" shall mean Technical Bid and Financial Bid submitted by the Bidder, in response to this RFP, in accordance with the terms and conditions thereof;

"Bidder" for the purpose of the RFP, shall mean Bidding 'Caterer' (including its permitted successors and legal assigns subject to fulfillment to conditions given in 'RFP') which meets the Qualification Requirements / Eligibility Criteria as specified in the 'RFP' and has been allowed by NDPPSKS based on its Response to 'RFP' for submission of Bid;

"Bidding Guidelines" shall mean the procedure / methodology / prescribed herewith in RFP for calling the proposal, selection and finalization of successful bidder for carrying out agreement for execution of the project;

"Bid Deadline" shall mean the last date and time for submission of proposal in response to this RFP, specified herewith;

"Conflict to Interest": A Bidder shall be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process if they have a relationship with each other, directly or through a common company, that puts the main position to have access to information about influence the Bid of another Bidder;

"Performance Security" shall have the meaning as the interest free Performance Security equivalent to 5% (Five Percent) of total awarded amount for the work, in the form of Bank Guarantee / Fixed Deposit Receipt / Demand Draft from a Scheduled Bank in the Prescribed form herein and it has to be submitted within Fifteen Days from the date of issue of LoA, with the validity up to the end of the contract period.

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"Evaluation Committee" shall mean the Sub-Committee constituted by the Member Secretary, NDPPSKS for carrying out the evaluation of Technical bid of the bidders as per the details elaborated in the RFP;

"Financial Bid" shall mean, the Bidder's Financial Quote for Monthly user charges per inmate to be quoted by the Caterer (Amount in words & figures) with ref. to Clause No. 4.19 as defined herein the RFP in the prescribed format given at Annexure –II of this RFP;

"Caterer" shall mean the successful bidder, who has to execute the Agreement to carry out the 'work' for 'Providing Mess Services in three Working Women Hostels in NDMC area' where cooked food is to be served namely Swati at Mandir Marg, Indira Niketan at Laxmi Bai Nagar and Aakanksha at Bhagwan Dass Lane as per the terms of the Agreement;

"Letter of Award" or **"LoA"** shall mean the letter to be issued by NDPPSKS to the successful Bidder, who has been identified as the Selected Bidder or prospective bidder after the process given in the RFP for awarding the work for execution;

"NDPPSKS" shall mean 'New Delhi Palika Parishad Samaj Kalyan Samiti' or its authorized representative for carrying out the process for selection of 'Successful Bidder' or 'Selected Bidder' or Providing Mess Services in three Working Women Hostels in NDMC area as defined in this RFP and to execute the Agreement to carry out 'to serve the cooked food at Swati at Mandir Marg, Indira Niketan at Laxmi Bai Nagar and Aakanksha at Bhagwan Dass Lane in NDMC area' as per terms of the agreement and RFP;

"Work" or **"The Work"** shall mean the execution of the work for 'Providing Mess Services in three Working Women Hostels' in NDMC area as per terms of the agreement and RFP;

"Successful Bidder" or **"Selected Bidder"** shall mean the Bidder selected pursuant to this RFP for the work 'Providing Mess Services in three Working Women Hostels' in NDMC area as per the terms of the RFP Documents;

1. INTRODUCTION AND GENERAL INSTRUCTIONS

INTRODUCTION

- 1.1 New Delhi Palika Parishad Samaj Kalyan Samiti (NDPPSKS) hereby invites the proposal from eligible bidders, as per the terms and conditions described elsewhere in this RFP document, with requisite expertise in catering business for '**Providing Mess Services in three Working Women Hostels at various locations in NDMC area**'.
- 1.2 There are **03 (three) Working Women Hostels viz Swati, Indira Niketan and Aakanksha** scattered in NDMC area, where the cooked food has to be served.
- 1.3 This document outlines the overall scope of the Work, sets out the basic requirements for the proposal and provides and the Caterer shall quote the monthly user kitchen charges (in the shape of License Fee) per inmate would be the evaluation criteria to be used for the selection process for finding out the successful bidder and for awarding the work.

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GENERAL INSTRUCTIONS

- 1.4 The Bid document can be downloaded from the official website of the NDMC (i.e. www.ndmc.gov.in).
- 1.5 NDPPSKS reserves the right, without any obligation or liability, to accept or reject any or all the proposals at any stage of the process, to cancel or modify the process or any part thereof or to vary any of the terms and conditions at any time, without assigning any reason whatsoever. Changes, if occurred, will be posted on www.ndmc.gov.in.
- 1.6 All correspondence with respect to this RFP should have clearly marked on the top of envelope:
"Providing Mess services for three Working Women Hostels viz Swati, Indira Niketan and Aakanksha at various locations in NDMC area"
- 1.7 The bidder must provide all the information as requested for in the RFP Document. NDPPSKS reserves the right to reject any offer that does not contain all the information requested thereof.
- 1.8 NDPPSKS shall not entertain any 'Post Submission Date communication' from the bidder with respect to the proposals. However, after the submission of the RFP document and other supporting documents by the bidder, NDPPSKS reserves the right to call for additional information / clarifications from bidders, if needed. The bidders should furnish such requirements / information within such time as may be permitted by NDPPSKS.
- 1.9 The bidder as a token of acceptance of all conditions, shall be required to sign with stamp on every page of the RFP Document including addendum / query (if any), other enclosures provided herewith as annexures and any other submissions by the bidder.
- 1.10 Bidders should familiarize themselves with the procedures and time frames required for fulfilling all formalities described in this RFP.
- 1.11 All Bidders are required to ensure compliance with all the information, instructions and standards mentioned in this RFP.
- 1.12 A draft of the contract agreement to be entered with NDPPSKS by the successful bidder for executing the work '**For Providing Mess services for three Working Women Hostels at various locations in NDMC area**' is given along with this RFP Document at **Annexure-III**. The RFP, Technical Bid, Financial Bid shall be the part of the Agreement. Contract Agreement will be executed by the successful bidder after issue of the letter of Award.
- 1.13 This document constitutes no form of commitment on the part of NDPPSKS, whether in respect of the bidding process or otherwise. Furthermore, this RFP document confers neither the right, nor the expectation on any bidder to participate in the bidding process.
- 1.14 NDPPSKS reserves the right to reject any or all of the bidders including the successful bidder, if it considers necessary to do so, and or to withdraw from the bidding process or any part of the bidding process or to vary any of the terms at any time without giving any reason. Nothing contained herein shall confer right upon a bidder or any obligation upon NDPPSKS.
- 1.15 Reserve price of License fee has been fixed for Rs. 555/- per inmate per month. The bids less than the reserve price shall be rejected out rightly without assigning any reasons.

2. SCOPE OF WORK

E-Tenders are hereby invited for providing Mess Services for an average of 511 inmates (subject to actual strength of the Hostel) @ Rs. 2700/- pm per inmate plus their guests (if any) @ Rs. 250/- per day inclusive GST for the following three Working Women Institutions of NDPPSKS for a period of 3 years with reference to Clause No. 3.1 of General Terms & Conditions.

Estimated cost for three years	-	Rs.4,96,69,200/-
Estimated cost for one year	-	Rs. 1,65,56,400/-
EMD @ 2% of 1,65,56,400/-	-	Rs. 3,31,128/-
Reserve License Fee	-	Rs. 555/- per inmate / month.

a) Swati, working Women Hostel	-	207 inmates
b) Indira Niketan, Working Women Hostel	-	208 inmates
c) Aakanksha, Working Women Hostel	-	<u>96</u> inmates
Total no. of inmates		<u>511</u>

The membership of the mess is compulsory for all those who are residing in any one of the Hostel. The proportionate concession in mess fee is given to the inmates who do not avail the mess facilities for a continuous minimum period of 07 days or more, but not to exceed 03 months during the ensuing financial year, after following the due procedure. The same will be informed to the Caterer by the respective Managers of these Institutions, at least 9 days before any inmate proceeds on leave.

3. GENERAL TERMS AND CONDITIONS

- 3.1 This arrangement will be valid for a period of three years unless terminated earlier under the provisions of this Agreement. The existing catering fee chargeable from the inmates shall be at the rate of 2700/- per month / inmate.
- 3.2 Conditional Bid shall not be accepted in any case and liable to be rejected without assigning any reason.
- 3.3 The successful bidder will start the work within 10 days from the date of the issue of LoA. In case he / they fail to do so, the earnest money deposited by the successful bidder would be forfeited and the firm shall be blacklisted.
- 3.4 The successful bidder shall complete the usual formalities and execute the deed of agreement within 10 days from the date of issue of LoA. He shall also furnish three copies of the latest passport size photograph duly signed and attested by a Gazetted Officer or a 1st Class Magistrate or Notary Public.
- 3.5 The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the bid amount within fifteen days from the date of issue of letter of intent. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank / Banker's cheque of any scheduled bank / Demand Draft of any scheduled bank / Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as stated above, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
- 3.6 The EMD in respect of the unsuccessful bidder would be returned within 07 days after opening of the financial bid.
- 3.7 EMD of successful bidder shall be adjusted in Security Deposit which shall be 5% of Tendered Value balance amount of Security Deposit shall be deducted from running a/c bill of the successful bidder.
- 3.8 The person / persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit NDPPSKS at the time of making any payment to him for supply done under the contract to deduct a sum at the rate of 5% of the gross amount of each running and upto final bill till the sum will amount to Security Deposit of 5% of the tendered value of the supply. Such

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deductions will be made and held by NDPPSKS by way of Security deposit unless he / they has / have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the NDPPSKS as part of the Security Deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the NDPPSKS to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contractor may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which, may be due to or may become due to the contractor by NDPPSKS on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Bank or Government Securities endorsed in favour of the Member Secretary, NDPPSKS, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above.

Note 1. Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Member Secretary, NDPPSKS at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

Note 2. Government security will include all forms of Securities mentioned in rule No. 274 of the G. F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

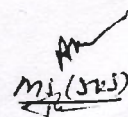
Note 3. Note 1 & 2 above shall be applicable for both clause 1 and 1A.

3.9 The Performance Security shall be refunded to the successful bidder on completion of the work and recording of the completion certificate with the prior approval of the Member Secretary, SKS.

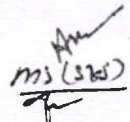
3.10 The payment of monthly mess services provided by the caterer will be made for 511 inmates. In case if at any time the number of inmates is found less for whatsoever reasons, the payment would be made on the actual basis after deducting concession fees allowed to the inmates who do not avail the mess facilities for a continuous minimum period of 07 days or more, but not to exceed 03 months during the ensuing financial year, after following the due procedure i.e. @ Rs. 2700/- per inmate / month inclusive of GST or any other applicable tax. The payment on account of Guests will be paid @ Rs.250/- per day as per the actual number of guest duly certified by the Manager. (a) However the payment of running accounts bill of the mess services will be released after scrutiny of all the records, affecting the recovery of TDS, Concession in Mess fee, License fee, Electric / Water charges etc. (b) The payment of final bill would be made after handing over the complete charge of inventories to the Manager of the respective Institutions in good / running condition as provided to them at the time / during the course of execution of the work, besides 'No Dues Certificates' from the respective Hostels and Accounts Branch of the NDPPSKS.

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- 3.11 The Caterer shall submit the monthly mess services bill by 5th of the following month along with the disbursement sheet indicating therein wages, contributions towards PF / ESI etc. Copy of challan to this effect must be enclosed with the bill duly verified by the Manager concerned. The Caterer shall ensure compliance to all statutory conditions required for payment of wages, PF / ESI.
- 3.12 Any payment to the Caterer shall be subject to deduction of tax at source as applicable, Electric / Water charges, License fee, Concession in Mess fee, penalty, if any or any other recovery as deemed fit.
- 3.12 The GST would be paid along with the monthly running bill subject to depositing the same with the concerned department by the successful bidder and copy of the challan must be attached with the following month's bill failing which the due payment would be withheld till depositing of the GST.
- 3.13 The NDPPSKS will not be responsible for the statutory and other requirement for the employees of the caterer or for any tax liabilities etc. In case, the caterer is not taking care of such statutory requirements, the Samiti reserves the right to meet such requirement and cost of the same will be recovered from the dues payable to the caterer.
- 3.14 That the Caterer shall secure necessary permission or license from the Health Deptt of NDMC or any other competent / appropriate authority for catering in the premises. In this regard the Caterer will pay from his own pocket the license fee or any other charges thereon for the entire period of license / contract. The Caterer, must obtain Catering Health licence from Health Deptt of NDMC for all the 3 hostels within 3 months from the date of award of the work at his own cost, otherwise contract awarded is liable to be terminated.
- 3.15 The Caterer will be responsible for providing / positioning any kitchen furniture, appliances and utensils etc. required from time to time. That at the commencement of the contract an inventory shall be made and signed by the representatives of both the parties of everything belonging to and lying in the said Kitchen / Pantry and Dining Hall of Hostel / Home including fittings, fixtures comprising of 03 number of Deep Freezer, 03 Baine Marie, fans, geysers, decorations, painting / wall hangings, chairs / tables, cooking range, gas stove etc. and at the conclusion of the agreement, the Caterer shall hand over the same in the condition in which they existed except normal wear and tear. The Caterer will be responsible for day to day maintenance of this inventory, and if any inventory breaks down / damaged, the caterer will repair it at his own cost, in case, he does not do so the amount would be recovered from their monthly running bill without his prior consent. Besides above a fixed Electricity / water Charges @ Rs. 20,000/- per month in respect of all the Working Women Hostels is also recoverable from the R/A bill having a provision of its annual enhancement @ 10% per cent year in case the tender extends further.
- 3.16 The Caterer shall provide the necessary kitchen staff such as Cook, Asstt. Cooks, Masalchis, etc. and also adequate dining room bearers for providing efficient and pleasing catering services.
- 3.17 The Caterer shall ensure that the food is cooked by experts and persons deputed for serving are polite to the staff in the Hostels. The food should be cooked properly, hygienically prepared & good in taste. The Caterer shall also provide the variety in the meals in consultation with the Mess Committee / Manager of the respective Institute. The meals should be provided in sufficient quantity to the inmates by the Caterer. The meals will be served only in the dining hall area.


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- 3.18 The Caterer shall ensure that the persons using electric and / or gas gadgets are well conversant with the same and that all preventive steps are taken by them before using the same. NDPPSKS will not be responsible for any mishappening, if so occurred to any staff of the Caterer. The Firm / Agency / Caterer has to take care of all such mishappening and make good the loss, if need be.
- 3.19 The cooks and waiters are to be free from skin diseases or any other communicable / contagious disease. A certificate to this effect must be issued by a Medical Practitioner every year.
- 3.20 That the Member Secretary, NDPPSKS shall have the right to ask for the removal of any person of the caterer who is not considered competent, disciplined and orderly in discharge of his duties.
- 3.21 Proper cleaning of utensils, crockery and cutlery shall be ensured. Pots and palms shall be washed separately.
- 3.22 A dustbin of an adequate size with a pedal operated cover shall be provided in the premises for collection of waste material which shall be emptied, and washed daily with a disinfectant.
- 3.23 It is the responsibility of the Caterer to maintain hygienic condition of high standard in the kitchen and dining hall. The floor and skirted walls shall be washed daily with a disinfectant like, phenyl of ISI make at the close of day's business at his own cost.
- 3.25 The premises shall be kept free from all insects by an insecticidal spray having knock-down effect at the close of day's business. No spraying shall be done during the conduct of business, but instead electric fly traps to be installed in the premises.
- 3.26 High standard of personal hygiene shall be maintained by workers of the caterer at all times. No smoking, chewing tobacco and snuff or consumption of the alcohol shall be allowed in the premises.
- 3.27 There will be no smoke nuisance in the kitchen.
- 3.28 Chipped enameled containers will not be used. Steel / aluminum containers e.g. mugs, jugs, trays, etc., will preferably be used.
- 3.29 There will be proper arrangements for storage of dry, rations, tinned stuff and other raw materials. The vegetables used for cooking should be fresh & other ration / raw material should be of good quality. No spurious material is used.
- 3.30 The NDPPSKS will issue a No Entry Certificate to the Caterer to enable him to deliver the raw material comprising of pulses, vegetable, milk etc in the Hostels scattered in NDMC area subject to the condition that the vehicle should be in the name of the Caterer concerned; (if he ask for the same).
- 3.31 The Caterer / Agency shall not do anything in or outside the licensed premises which may create nuisance or may cause annoyances.
- 3.32 No outsider including friends and relatives of cooks / waiters will be permitted to enter the kitchen and dining hall.
- 3.33 No food shall be served to the inmates outside the premises of dining hall of the hostel without the approval of the Manager / Warden. In case there is requirement by NDPPSKS of any special Lunch / Dinner, the Caterer shall arrange the same, rates for which can be suitably agreed upon.
- 3.34 The caterer shall provide packed breakfast / lunch / dinner to the inmates in case any inmate so desires.

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- 3.35 The caterer is not permitted to use any part of premises beyond the allotted space or by any other person for any purpose. The Caterer shall not introduce any partner nor shall transfer possession of the premises or any part thereof permanently or temporarily or otherwise for carrying on the business in the premises with any other person or assign, transfer, change or otherwise alienate his interest in the premises. No personal belongings like clothing, bedding, shoes etc shall be kept in the area beyond the allotted premises.
- 3.36 The Caterer shall not carry out any additions / alterations in the premises. If any, additions / alterations are required by the Caterer, a request to this effect may be made in writing to the NDPPSKS who may consider the same on such terms and conditions as may be deemed appropriate. Where any additions / alterations are ultimately carried out on payment of additional fee or otherwise the same shall vest in the NDPPSKS and the Caterer shall not be entitled to remove the same or to claim any compensation whatsoever in respect of the same at the time of vacation of the premises. The Caterer shall not make any opening in the side or back wall etc. in any manner whatsoever.
- 3.37 That the Caterer shall fulfill and diligently comply with all the directions general or special orders by the Member Secretary, SKS or any nominated officer on his behalf from time to time.
- 3.38 That the caterer shall take prior permission of NDPPSKS if it wants to show the contract document with any other organization.
- 3.39 That before using any equipment / appliances / product or material for mess services, the Caterer shall obtain the prior approval of the authorized / nominated officers of the SKS.
- 3.39 After completion of the contract, the Contractor will be responsible for handing over the furniture / fixture, equipment and other assets given to him by SKS during execution of contract to SKS in good condition failing which, the recovery to this effect would be made from the Security Deposit.
- 3.40 That in the event of the breach of any of the terms and conditions of this Agreement and / or on cancellation of the services of the Caterer / Agency, with or without assigning any reasons, the Caterer / Agency shall hand over the vacant possession of the premises without any resistance or obstruction and give complete control of the mess to the NDPPSKS in a peaceful manner within 3 days from the date of issue of notice of cancellation of the agreement and shall also be liable to pay damages at the rate of six times of the monthly license fee from the date of the cancellation of contract till the date of vacant possession of the premises is handed over by the Caterer to the NDPPSKS, besides, forfeiting the security deposit / earnest money. The Caterer shall also be responsible for making good the damages, losses etc. caused to the licensed premises, fittings and fixtures noticed by the NDPPSKS at the time of vacating the licensed premises by the Caterer except for depreciation arising out of normal wear and tear and usage. As penalty, the Agency / Caterer will also be black listed for participating in any future mess Tender and / or similar kind of work of NDPPSKS / NDMC, for a period of five years from the date of termination of the Agreement / Contract. The decision of the NDPPSKS in this regard shall be final and the Caterer shall not claim any compensation for any resultant injury thereof.
- 3.41 Employment of child labourers (below the age of 18) is totally prohibited. It is the responsibility of the caterer to comply with all the formalities of Labour office including obtaining necessary Labour License.

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- 3.42 The contractor shall arrange Police verification of all his staff, and issue Identity Cards bearing photograph of the canteen employees for gate entry who shall exhibit it prominently during working hours. The canteen staff shall also be liable for search on entry / exit.
- 3.43 The contractor shall ensure that all canteen employees, during their working hours, wear neat and tidy uniforms and use hygiene gloves supplied by the contractor.

4. **ELIGIBILITY CRITERIA**

The estimated cost for eligibility criteria would be considered for one year that is Rs. 1,65,56,400/-.

- 4.1 **Should have satisfactorily completed works during the last 07 years in Central / State Government, Central / state Autonomous Bodies, Central / State PSU / Public Sector, Banking and Financial Institution / reputed Colleges / Universities and Technical Institutions / Hotels / Resorts / Restaurants. Joint ventures are not accepted.**

Three similar works each costing not less than Rs. 66,22,560/- or completed two similar work each costing not less than Rs. 82,78,200/- or completed one similar work costing not less than Rs. 1,32,45,120/-.

And

One completed work of any nature (either part of (i) or a separate one) costing not less than amount equal to 40% of the estimated cost put to tender with the some Central Government Department State Government Department / Central Autonomous Body / State Autonomous Body / Central Public Sector Undertaking / City Development Authority / Municipal Corporation of City formed under any Act by Central / State Government published in Central / State Gazette

Similar work shall mean works of "**Providing Catering / Mess services.**"

The value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to last date of receipt of applications for tenders.

- 4.2 The bidder performance for each work completed in the last 07 years and in hand should be certified by an officer not below the rank of Manager or equivalent should be obtained in the sealer cover.

- 4.3 **At the time of uploading e-tender the tenderer shall have to upload / furnish an affidavit duly signed by the Proprietor / Bidder as under (Undertaking) :**

"I/We undertake and confirm that eligible similar work(s) has/have not been got executed through other contractor on back to back basis. Further that, if such a violation comes to the notice of department, then I / We shall be debarred for tendering in NDMC contracts in future forever. Also, if such a violation comes to the notice of Department before date start of work, the Member Secretary, SKS shall be free to forfeit the entire amount of Earnest money Deposit/Performance Guarantee.

- 4.4 Caterer shall submit Solvency Certificate of Rs.66.23 lacs i.e. 40% of the estimated cost of Rs. 1,65,56,400/- from a Scheduled Bank of the Bidder in the prescribed form which read as under:

FORM OF BANKERS CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s. _____ / Sh. _____ having marginally noted address, a customer of our bank are / is respectable and can be treated as good for any engagement upto a limit of Rs. _____ (Rupees _____). This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signatures)

[Handwritten signature]
M. (SKS)

NOTE:-

1. **Banker's certificates should be on letter head of the Bank sealed in cover addressed to tendering authority.**
 2. **In case of partnership firm, certificate should include names of all partners recorded with the Bank.**
- 4.5 The average annual turnover of the tenderer in the last 03 financial years (on the basis of audited Balance Sheet for the year 2013-14, 2014-15 & 2015-16) should be minimum of 100% of Rs.1, 65, 56,400/- (equivalent to the cost of one year).
 - 4.6 Caterer should enclose certified copy of Registration Certificate under Employee Provident Fund Act and also latest proof of the same (Latest Challans to be attached).
 - 4.7 Caterer should enclose certified copy of Registration Certificate under Employee State Insurance Act and also latest proof of the same (Latest Challans to be attached).
 - 4.8 To obtain copy of License from Labour Commissioner to employ contract labour under Contract Labour Act. The successful bidder will have to submit an undertaking that the Labour License Certificate / valid PFA / Health License with reference to Clause No. 4.11 would be submitted **within 15 days from the date of issue of letter of acceptance.**
 - 4.9 The caterer has to attach copy of the Pan Card which must be in the name of agency / firm.
 - 4.10 Caterer must submit a copy of GST Registration Certificate which should be in the name of the Tenderer.
 - 4.11 The firm should be registered as a caterer and should have valid PFA / Health License for the same.
 - 4.12 Should not have incurred any loss in more than two years during the last five financial years ending March, 2016, the bidder must attach the copy of the Profit & Loss A/c duly signed by the CA Firm.
 - 4.13 Should not be blacklisted by any Central / State / Govt. / Agency in the last five years, an undertaking in this regard needs to be furnished.
 - 4.14 Bid should be complete and covering the entire scope of job and should confirm to the General and Special conditions indicated in the bid document. Incomplete and non-confirming bids will be rejected outright.
 - 4.15 The caterer should either be a Sole Proprietor / Pvt. Ltd. / Partnership Firm (Name of the partners should also be specified).
 - 4.16 Eligible contractors can download the tender from Delhi e-Procurement Portal <https://delhi.govtprocurement.com> / NDMC website www.ndmc.gov.in.
 - 4.17 Scanned copy of all documents should be provided with the Technical Bid through e-Tendering process.
 - 4.18 Earnest Money in the form of Treasury Challan or Demand Draft or Pay Order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt of a scheduled bank (drawn in favour of the Member Secretary, New Delhi Palika Parishad Samaj Kalyan Samiti) shall be scanned and uploaded to the e-Tendering website along with the receipt of submission of original EMD with MS (SKS) within the period of bid submission. The original EMD should be deposited in the **Head office of New Delhi Palika Parishad Samaj Kalyan Samiti, Room No. 1907, 19th Floor, Palika Kendra, New Delhi-110001.** The EMD receiving Member Secretary, SKS shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format.

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A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs. 20 lac, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

- 4.19 The Member Secretary, SKS receiving EMD in original form shall examine the EMD deposited by the bidder and shall issue a receipt of deposition of earnest money to the agency in a given format. The receipt may be issued by the AAO (SKS) / Consultant (SKS) / SO (SKS).

Receipt of deposition of original EMD	
(Receipt No. _____ dated _____)	
Name of Work: - Providing Mess Services at three Working Women Hostels.	
1. RFP No.	_____ /MS (SKS)/2016-17
2. Estimated Cost:	Rs. 4,96,69,200/-
3. Amount of Earnest Money Deposit:	Rs. 3,31,128/-
4. Last date of submission of bid:	_____
1. Name of Contractor: -	
2. Form of EMD:	
3. Amount of EMD:	
4. Date of submission of EMD:	
Signature, Name & Designation of Ms (SKS) / Consultant (SKS) / AAO (SKS) / SO (SKS) Along with Officer Stamp	
(To be filled by EMD receiving MS (SKS))	

- 4.20 In the Financial bid, the tenderer shall quote the monthly kitchen user charges (in the shape of License Fee) per inmate which would be the sole criteria for selecting the highest bidder (H-1) and the amount to this effect would be recovered from the Contractor's monthly running bill.
- 4.21 The Caterer should quote the number, rates and amount quoted by him / her / them in figures as well as in words. In case of difference of rates as quoted in words and figures, the rates quoted in words shall be treated as final. The rate should be inclusive and in accordance with the provisions of Minimum Wages Act, ESI, EPF etc.
- 4.22 The firm should take care that the rate and amount should be written in such a way that interpolation is not possible. No blanks should be left which would otherwise make the tender liable for rejection.
- 4.23 The bid shall remain open for acceptance for a period of 90 days from the date of opening of tender. If the day upto, which the offer is to remain open, has been or is declared to be closed holiday for the NDPPSKS, the offer shall remain open for acceptance till the next working day. The successful tenderer shall be notified by the purchaser during the stipulated period of validity of the tender i.e. within 90 days of the opening of the tenders that his tender has been accepted and he shall be bound by the terms of agreement of this tender till such agreement is replaced by a contract.

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- i) The bidder at all times should indemnify NDPPSKS against all claims, damages or compensation under the provisions of Payment of Wages Act, Minimum wages Act, Employers Liability Act. The Workmen Compensation act, Industrial dispute Act, maternity benefit Act, Delhi Shops and Essential Act, ESI Act and EPC and miscellaneous provision or any modification thereof or any other Law relating thereto and rules made there under as applicable from time to time. NDPPSKS will not own any responsibility in this regard.

ii) **MODIFICATION OF TENDERS**

Incomplete tenders, amendments and additions to tender after opening and late tenders are liable to be ignored / rejected. Tenderer in their own interest are advised to avoid submission of telegraph as the same are liable to be ignored.

iii) **PART FORFEITURE OF EARNEST MONEY**

If any caterer withdraws his tender within the validity period then the NDPPSKS shall without prejudice to any other right or remedy, be at liberty to forfeit 50% (fifty percent) of the earnest money.

5. **EXECUTION OF CONTRACT**

The successful caterer shall have to execute the contract (as per annexure -III) if called upon to do so by the NDPPSKS, within 10 days of the receipt of LoA in accordance with the conditions of contract. Failure to execute the contract is liable to result in the rejection of Tender and forfeiture of the amount of Earnest Money.

6. **FINANCIAL CAPABILITY**

- a) The bidder should have average consolidated financial turnover of 100% of the estimated cost of Rs.1,65,56,400/- during the last three years ending up to 31st March 2016.
- b) The bidder should have a solvency certificate of Rs.66.23 lacs i.e. 40% of the estimated cost of Rs.1,65,56,400/- from the Scheduled Bank.
- c) The bidder should not be black listed from any organisation during last three years.

7. **VALIDITY OF BIDS**

The proposals shall be valid for Ninety (90) days from the opening of the bids.

8. **EVALUATION OF TECHNICAL BID**

Sole criteria for selection of Technical Bid as laid down in Clause No. 4.1 to 4.22 above.

9. **TRANSFER OF WORK**

- 9.1 During the EXECUTION of the WORK for three years unless terminated earlier under the provisions of this Agreement from the date of signing of Contract, the successful bidder / Contractor shall not transfer, assign or any portion thereof permanently or temporarily to anybody else and shall not be allowed to take any person to share the project or to use any part thereof.
- 9.2 The work site can only be used only for cooking / serving the food in the Institutions.

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10. PENALTY

- 10.1 The caterer will use cooking gas as fuel for all cooking and will pay monthly bills of the LPG Cylinder at his own expenses. The Caterer will keep sufficient stock and variety of items as per menu of Hostel. The goods supplied by the Caterer shall be fresh, unadulterated and hygienic. The oil / ration used in cooking shall be of such brand as is approved by FPO / ISI. It shall be the responsibility of the Caterer to get such material inspected and certified by the representatives of the Member Secretary, SKS. The document shall be submitted by the Caterer at the end of month forming part of the bill. The Member Secretary, SKS shall reject any sub-standard material purchased by the agency. NDPPSKS reserves the right to impose penalty upto 10% of the total monthly catering bills, if quality, quantity & timings are not maintained. The NDPPSKS or any authorized nominee of NDPPSKS on its behalf may pick up samples from the supplies and have the same tested from any government approved laboratory. The cost of the sample, other incidental charges and testing fees will be borne by the caterer. It will be the sole & absolute responsibility of the Caterer in r/o the quality of the goods & will be responsible for any penalty etc., in levied under P.F.A. and / or any other act. NDPPSKS will not be responsible in any manner whatsoever, in case, if the sample of the Caterer / Firm fails and / or any penalty is imposed by the P.F.A. and / or any other Agency in this matter.
- 10.2 Failure to comply with any of these instructions / Terms and Conditions may entail legal action against the defaulters / caterer besides result in cancellation of Contract.

11. TERMINATION OF CONTRACT

- 11.1 If the Caterer at any time defaults in providing mess services with due diligence and care and continues to do so, and / or the caterer commits default in complying with any of the terms and conditions of agreement and does not remedy it or take effective steps / measures to remedy it, or fails to complete the work as per the terms and conditions and does not complete them within the period specified in the notice given to him in writing, the NDPPSKS may without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to the caterer, shall cancel the contract / agreement after one month notice and security deposit / contract performance guarantee will also liable to be forfeited to the NDPPSKS. The NDPPSKS on such cancellation shall have powers to carry out / execute the work through other agencies by any means at the risk and cost of the caterer.
- 11.2 The NDPPSKS reserves the right to terminate the contract, without assigning any reason, by giving to the caterer one month notice of its intention to do so and on the expiry of the said period of notice, the contract / agreement shall come to an end without prejudice to any right or remedy that may be accrued to the caterer.
- 11.3 If any information furnished by caterer is found to be incorrect or false at any time, the tender / contract / agreement is liable to be terminated immediately and the performance guarantee / security deposit will also liable to be forfeited to the NDPPSKS.
- 11.4 Default on any of the statutory Laws / Provisions mentioned at Item No. 11 (11.1 to 11.3).

12. ARBITRATION / DISPUTE

In the event of any dispute arising out of this Tender / Contract / Agreement or in connection with the interpretation of any clause in the terms and conditions of the Tender / Contract /

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 22/5 (12/9)

12. ARBITRATION / DISPUTE

In the event of any dispute arising out of this Tender / Contract / Agreement or in connection with the interpretation of any clause in the terms and conditions of the Tender / Contract / Agreement or otherwise, the matter shall be referred to the Arbitrator appointed by the Chairperson, SKS, Delhi & the decision of the Arbitrator, so appointed, will be binding on both the parties viz. The Caterer / Agency / Firm and the NDPPSKS. Further the Courts at Delhi / New Delhi shall have jurisdictions in connection with any dispute / litigation arising between the parties concerned to the given Contract / Agreement.

13. Pre Bid Meeting

Pre-Bid Meeting which shall be held in the Chamber of the Financial Advisor, NDMC, Room No. 3007, 3rd Floor Palika Kendra, NDMC as per date and time mentioned in the Tender Notice.

14. Pre-Bid Integrity Pact (As per Annexure-IV)

The Bid of bidders / Contractors who do not sign the Integrity shall not be considered. Details of Independent External Monitor (IEM).

1. Sh. V. K. Gupta, IEM
Email: vinod101951@gmail.com
2. Sh. Devendera Sharma
Email: shharmadk@gmail.com

In case of any complaint about the tender, the same can be addressed direct to IEM 's or to Vigilance Department of NDMC.

I / We _____ have read the terms & conditions of the tender & accept the same. Further certify that I / We have read the Menu items to be provided to the inmates and shall undertake to abide by the same.

Encl: Menu for Working Women Hostel, Technical Bid & Financial Bid.

Signature of the Caterer

Name & Address with Office Seal.

Indicative menu for Working Women Hostel

Meals	Timings	Details of meals / Items to be provided
Morning Tea (Daily)	6.30 am to 7.30 am	Tea with Biscuits.
Breakfast (Daily, meals to be provided in rotation from Sunday to Saturday)	8 am to 9.30 am	Seasonal vegetables Paranthas (Aaloo / Pyaz / Gobhi / Methi) with Pickle, Puri with seasonal vegetables with Pickle, Bread with Butter & Jam, Cutlet with Chutney or Sauce with 4 loaves of bread, Omlette of 2 eggs or 2 boiled eggs with 4 loaves of bread, Corn flakes & milk (125 ml), Dosa, Idle, Sambhar Vada etc. Note: - All these items will be provided for 7 days on daily basis. Out of these 7 items two items will be provided daily in rotation.
Lunch	1 pm to 2.30 pm	Chapati, Rice, Dal (Chana / Moong / Rajma / Chole / Kadhi), Seasonal vegetables (Kathal / Bhindi / Gatte ki Sabji / Matar Paneer / Dum Aaloo / Arbi / Lauki replaces Kofta / Soya Chaap), Curd / Raita, Seasonal Salad, Chutney. Note: - All these items will be provided daily with change of Dal & seasonal vegetables.
Evening Tea	5 pm to 7 pm	Tea with Snacks like Wafers, Biscuits, Bread Pakora, Mix Pakora, Samosa, Cutlets (Veg), Pasta (Red / White), Bread Roll, Burger. Note: - All these items will be provided daily in rotation.
Dinner	8 pm to 10.00 pm	Chapati, Rice, Dal (Chana / Moong / Rajma / Chole / Kadhi), Seasonal vegetables (Kathal / Bhindi / Gatte ki Sabji / Matar Paneer / Dum Aaloo / Arbi / Lauki replaces Kofta / Soya Chaap), Curd / Raita, Seasonal Salad, Chutney. Note: - All these items will be provided daily with change of Dal & seasonal vegetables.

Notes:-

- (1) The Caterer / Agency will arrange to provide packed breakfast, lunch, dinner, if in case any inmate so desires.
- (2) The quantity of each & every meal (except as indicative against few items) as per the Menu has to be decided by the Caterer / Agency and in no case it should fall short at any point of time.
- (3) The ingredients should be of the following specifications:

Sr. No.	Name of the Item	Brand
1.	Wheat	Shakti Bhog / Aashirwaad / Agmark
2.	Bread (loaves big size)	Harvest / Britannia / English Oven
3.	Jam	Kisan
4.	Souce / Chutney	Kisan
5.	Chicken Egg	Big Size
6.	Butter	Amul / Mother Dairy
7.	Milk	Amul / Mother Dairy
8.	Corn Flakes	Kellogs / Mohan
9.	Salt	Tata / Reliance
10.	Refined Oil	Fortune / Dhara / Agmark / FPO
11.	Paneer	Mother Dairy / Amul
12.	Dal / Besan	Rajdhani / Agmark
13.	Rice	Harvest / Dawat / Agmark
14.	Curd	Mother Dairy / Amul
15.	Soyabean	Nutreala / Agmark
16.	Biscuits	Good Day / Brintania
17.	Vegetables	Vegetables should be fresh quality

MS (SLS)

- a) Special Diet / Special dish once in a week.
- b) Special diet to sick inmates, in case of need be prepared / provided.
- c) Packed lunch should be ready by 7 A.M.

UNDERTAKING

I / We _____ hereby certify that I / We have read all the Terms and Conditions of the Tender & above Menu and shall undertake to abide by the same.

**Signature
Name and address
of Bidder / Caterer with Seal**

MS (S75)
[Signature]

[Signature]

**NEW DELHI PALIKA PARISHAD SAMAJ KALYAN SAMITI
ROOM NO. 1907, PALIKA KENDRA, NEW DELHI**

TECHNICAL BID

Affix duly
Attested P.P.
Size
Photograph of
The tenderer

1. Name of the bidder (in block letters) _____
 2. Status of the agency whether Public Ltd. / Pvt
Ltd. / Partnership Firm / Proprietorship concern _____
 3. Name & Designation of the bidder _____
 4. Name of Father/Husband of the bidder _____
 5. Full residential address of the bidder _____
 6. Bidder's Registered Office address _____
- Phone / Mobile No. _____
7. Bidder's address for correspondences _____
 8. Satisfactory completed similar work
during the last seven years _____
 9. Copy of completion/performance certificate
for Catering Services. _____
 10. Solvency certificate _____
 11. Proof of Annual turn over for last 03
Completed financial years ending on
31st March, 2016 _____
 12. Proof of ESI registration with latest challan _____
 13. Proof of EPF registration with latest challan _____
 14. Registration with the Labour Commissioner _____
 15. Copy of PAN Card _____
 16. Copy of GST Registration Certificate _____
 17. Proof of Profit & Loss as per clause 4.12
Of the eligibility _____
 18. Undertaking reg. the firm not being
Black listed. _____
 19. RFA Licence / Health Licence issued by the
Govt. Agency. _____

I/We the undersigned being the tenderer as mentioned above, hereby apply by the NDPPSKS for providing Mess Services in SKS Institutions, as described above in accordance with the terms and conditions of the RFP. I / We have read and understood the terms and conditions of the RFP and hereby accept the same.

The terms and conditions of the RFP are also signed and being submitted with the Bid.

(Signature of the Bidder with seal of Firms / Company)

Place: _____

Date: _____

Note: -

- Any correction in the application forms should be fully signed by the Bidder.
- All pages of the tender application forms should be fully signed by the Bidder.
- Strikeout items whichever is not applicable.

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FINANCIAL BID

(To be submitted online through e-tendering Portal on BOQ only)

Sub: Tender for providing Mess Services for 511 inmates for 3 Institutions of New Delhi Palika Parishad Samaj Kalyan Samiti.

Name of the Caterer / Firm: _____

Address with Contact details viz. Phone & Mobile Nos. :-

SCHEDULE OF RATES

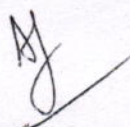
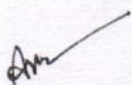
Name of the Working Women Hostels where food is to be served	Monthly user charges (in the shape of licence fee) per inmate to be quoted by the Bidder / Caterer (Amount in words & figures) ref. to clause No.4.20 (Rs.)
Swati, Mandir Marg, New Delhi. Indira Niketan, Laxmi Bai Nagar, New Delhi. Aakanksha, Bhagwan Dass Lane, New Delhi.	

NOTE: -

1. Reserve price of License fee has been fixed for Rs. 555/- per inmate per month. The bids less than the reserve price shall be rejected out rightly without assigning any reasons.
2. Rate of Mess fee @ Rs. 2,700/- per inmate / month (inclusive of GST) for 511 inmates or on actual basis along with the payment on account of Guest Charges @ Rs. 250/- per Guest / day shall be paid to the Caterer by NDPPSKS.
3. Recoveries are to be made from the running account bill / final bill.
 - a) Fixed Electric / Water charges @ Rs. 20,000/- per month subject to revision.
 - b) Concession in Mess fee as per clause no. 3.10
 - c) Monthly License Fee as quoted by the caterer.
 - d) TDS.
 - e) Security Deposit.
 - f) Any other statutory recoveries levied by the GOI from time to time.
4. The rates of monthly user charges (in the shape of License fee) are to be quoted in words as well as in figures and all cuttings should be attested by the Caterer / Agency.
5. The highest bidder (as per Clause No. 4.20) shall be computed as $H-1 = x$ (Monthly License fee per inmate per month to be quoted by the bidder) \times 511 (no. of inmates) \times 36 months = total License fee for three years.

SIGNATURE OF THE BIDDER

MEMBER SECRETARY (SKS)



ANNEXURE-III**AGREEMENT**
(ON NON-JUDICIAL STAMP PAPER OF Rs. 100/-)

This Agreement is made on the _____ between M/s. _____ (herein after called the one part) and the Member Secretary, New Delhi Palika Parishad Samaj Kalyan Samiti (herein called the other part). The Party shall include their respective successors / representative in the office for day to day working.

Whereas M/s. _____ has agreed to undertake for providing the mess services of Institutions under the control of Samaj Kalyan Samiti viz. Swati, Indira Niketan and Aakanksha (03 number of Working Women Hostels) for a period of three years w.e.f. _____. The RFP documents, financial bid, Award letter no. _____ dated _____ along with all the terms and conditions mentioned therein will form part of the agreement are enclosures.

In witness of the parties have hereinto set and subscribed their hands and seal or the date and year first above written.

Encls. RFP duly filled in by M/s. _____ financial bid and Award letter No. _____ dated _____

Signature of One Part

Signature of Other Part

Director
M/s. _____

Member Secretary
New Delhi Palika Parishad
Samaj Kalyan Samiti

MS (SRS)
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PRE-CONTRACT INTEGRITY PACT**General**

This pre-bid pre-contact Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20...., between on one hand the New Delhi Palika Parishad Samaj Kalyan Samiti acting through Shri _____, The **MEMBER SECRETARY** (hereinafter called the "Principal / Owner", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s

_____ represented by Shri _____ (hereinafter called the "Bidder(s) / Contractor(s) which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the Principal / Owner proposes to procure (Name of work the Store / Equipment / Item) through the Bidder(s) / Contractor(s) and the Bidder(s) / Contractor(s) is willing to offer / has offered the same.

Whereas the Bidder(s) / Contractor(s) is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the Principal / Owner is the municipal government of New Delhi established as per NDMC act 1994 performing its functions on behalf of the Council.

Now, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the Principal / Owner to procure the desired said work / Services / Stores / Equipments at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption during tendering, execution & public procurement, and

Enabling Bidder(s) / Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Principal / Owner will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here to hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the Principal / Owner

- 1.1 The Principal / Owner undertakes that no official of the Principal / Owner, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder(s) / Contractor(s), either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Principal / Owner will, during the pre-contract stage, treat all Bidder(s) / Contractor(s) alike, and will provide to all Bidder(s) / Contractor(s) the same information and will not provide and such information to any particular Bidder(s) / Contractor(s) which could afford an advantage to that particular Bidder(s) / Contractor(s) in comparison to other Bidder(s) / Contractor(s).
- 1.3 All the officials of the Principal / Owner will report to the CVO, NDPPSKS any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder(s) / Contractor(s) to the CVO, NDPPSKS with full and verifiable facts and the same is prima facie found to be correct by the NDPPSKS, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NDPPSKS and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NDPPSKS the proceedings under the contract would not be stalled.

[Handwritten mark]

[Handwritten signature]
MS (JRS)

Commitments of Bidder(s) / Contractor(s)

3. The Bidder(s) / Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The Bidder(s) / Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal / Owner, connected directly or indirectly with the bidding process, or to any person, organization or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The Bidder(s) / Contractor(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the Principal / Owner or otherwise in executing the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the New Delhi Palika Parishad Samaj Kalyan Samiti for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the New Delhi Palika Parishad Samaj Kalyan Samiti.

3.3 Bidder(s) / Contractor(s) shall disclose the name and address of agents / Brokers / representatives / Intermediaries and Indian Bidder(s) / Contractor(s) shall disclose their foreign Principals or associates at the time of bidding.

3.4 Bidder(s) / Contractor(s) shall disclose the payments to be made by them to such agents / brokers / representatives / intermediaries, in connection with this bid / contract at the time of bidding.

3.5 Deleted.

The Bidder(s) / Contractor(s), either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in Connection with the contract and the details of services agreed upon for such payments. A copy of contract so made with agents / brokers / intermediaries shall be submitted.

3.6 The Bidder(s) / Contractor(s) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder shall remain responsible to maintain safety & confidentiality of his bid documents during bid process.

3.7 The Bidder(s) / Contractor(s) will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.

3.8 The Bidder(s) / Contractor(s) shall not use improperly, for purposed of competition or personal gain, or pass on to others, any information provided by the Principal / Owner as part business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder(s) / Contractor(s) also under takes to exercise due and adequate care lest any such information is divulged.

3.10 The Bidder(s) / Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts, either to principal / owner or to IEMs so appointed by NDPPSKS.

3.11 The Bidder(s) / Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the Bidder(s) / Contractor(s) or any employee of the Bidder(s) / Contractor(s) or any person acting on behalf of the Bidder(s) / Contractor(s), either directly or indirectly, is a relative of any of the officers of the Principal / Owner, or alternatively, if any relative of an officer of the Principal / Owner has financial interest / stake in the Bidder(s) / Contractor(s) firm, the same shall be disclosed by the Bidder(s) / Contractor(s) at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The Bidder(s) / Contractor(s) shall not lend to or borrow any money form or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the Principal / Owner.

[Handwritten signature]

4. Previous Transgression

- 4.1 The Bidder(s) / Contractor(s) declares that no previous transgression occurred in the last Five years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or New Delhi Palika Parishad Samaj Kalyan Samiti that could justify Bidder(s) / Contractor(s) exclusion from the tender process.
- 4.2 The Bidder(s) / Contractor(s) agrees that if it makes incorrect statement on this subject, Bidder(s) / Contractor(s) can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
5. Deleted.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the Bidder(s) / Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s) / Contractor(s)) shall entitle the Principal / Owner to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder(s) / Contractor(s). However, the proceedings with the other Bidder(s) / Contractor(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond / Guarantee (after the contract is signed) shall stand forfeited and the Principal / Owner shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder(s) / Contractor(s).
 - (iv) To recover all sums already paid by the Principal / Owner, and in case of an Indian Bidder(s) / Contractor(s) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder(s) / Contractor(s) from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder(s) / Contractor(s) from the Principal / Owner in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder(s) / Contractor(s), in order to recover the payments, already made by the Principal / Owner, along with interest.
 - (vi) To cancel all or any other contracts with the Bidder(s) / Contractor(s). The Bidder(s) / Contractor(s) shall be liable to pay compensation for any loss or damage to the Principal / Owner resulting from such cancellation / rescission and the Principal / Owner shall be entitled to deduct the amount so payable from the money(s) due to the Bidder(s) / Contractor(s).
 - (vii) To debar the Bidder(s) / Contractor(s) from participation in future bidding processes of the New Delhi Palika Parishad Samaj Kalyan Samiti for a period ranging from six months to maximum five years. However if the bidder takes corrective measures against transgressions, subject to satisfaction of Principal / Owner & EMs, the period of debar can be reviewed.
 - (viii) To recover all sums paid in violation of this Pact by Bidder(s) / Contractor(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In case where irrevocable Letter of Credit have been received in respect of any contract signed by the Principal / Owner with the Bidder(s) / Contractor(s), the same shall not be opened.
 - (x) Forfeiture of Performance Bond / Guarantee in case of a decision by the Principal / Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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6.2 The Principal / Owner will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder(s) / Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s) / Contractor(s), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the Principal / Owner to the effect that a breach of the provisions of this Pact has been committed by the Bidder(s) / Contractor(s) shall be final and conclusive on the Bidder(s) / Contractor(s). However, the Bidder(s) / Contractor(s) can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause: Deleted

8. Independent External Monitors

- 8.1 The Principal / Owner has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission whose names and email IDs have been given in the NIT.
- 8.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 8.5 As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to Chairman, Samaj Kalyan Samiti
- 8.6 The Bidder(s) / Contractor(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal / Owner including that provided by the Bidder(s) / Contractor(s). The Bidder(s) / Contractor(s) will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The EMs shall be under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) confidentiality.
- 8.7 The Principal / Owner will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings.
- 8.8 The IEMs will submit a written report to the Chairman, Samaj Kalyan Samiti within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Owner/ Bidder(s) / Contractor(s) and, should the occasion arise, submit proposals for correcting problematic situation. However an opportunity of hearing shall be provided by the IEMs to the buyers / bidders before submitting their written report.

9. Facilitation of Investigation

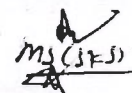
In case of any allegation of violation of any provisions of this pact or payment of Commission, the Principal / Owner or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s) / Contractor(s) and the Bidder(s) / Contractor(s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination

10. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is seat of the Principal / Owner.

11. Other Legal Actions.

The action stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.


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12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months beyond the defects liability period of the contracts. In case Bidder(s) / Contractor(s) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract by the successful bidder.

- 12.2 Should one or several provision of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

13. The parties hereby sign this Integrity Pact at _____ on _____

Principal / Owner
Name of the Officer
Designation

Bidder(s) / Contractor(s)
Chief Executive Officer

New Delhi Palika Parishad Samaj Kalyan Samiti

Witness

Witness


1. _____

1. _____

2. _____

2. _____

* Provisions of these clauses would need to be amended / deleted in line with the policy of the Principal / Owner in regard to involvement of Indian agents of foreign suppliers.


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CHECK LIST OF THE DOCUMENTS TO BE SCANNED SERIALLY WITH THE TENDER DOCUMENT

e-Tender notice for providing Mess Services to three working women's hostels viz. Aakanksha, Swati and Indira Niketan Hostel.

Sr. No.	Details	Yes/No	Page Nos.
1.	Earnest Money Deposit (clause no.4.18)		
2.	Audited Financial Statement (Balance Sheet, Profit & Loss A/c for the year 2013-14, 2014-15 & 2015-16		
3.	Technical Bid format as per annexure-I		
4.	Licence from Labour Commissioner with reference to clause no.4.8 of the eligibility criteria		
5.	Licence valid PFA/Health Licence		
6.	Financial Bid duly filled in and sealed in a separate cover as per annexure-II		
7.	Copy of PAN card		
8.	Work Order with Work Completion / Performance Certificate in support of work Completion with reference to clause no.4.1 of the eligibility criteria.		
9.	EPF registration certificate along with latest challan		
10.	ESI registration certificate along with latest challan		
11.	GST Certificate for mess services		
12.	Office address in Delhi / NCR		
13.	Self certificate of having track record of satisfactory compliance of statutory liabilities such as ESI / EPF / Minimum wages etc. and to the effect that it has not been blacklisted by any Central / State Govt or PSU		
14.	Solvency certificate with reference to clause no. 6 (b).		
15.	Annual turn over during the last 03 years 2013-14, 2014-15 & 2015-16 with reference to clause no.4.5		
16.	Pre-Contract Integrity Pact Annexure -IV		
17.	Undertaking on an affidavit with reference to clause no.4.3		

(Signature of the Tenderer with Name & Seal)

Place: _____

Date: _____

AS

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