

NOTICE INVITING TENDER

**FOR PROVIDING CANTEEN SERVICES AT EdCIL's
CORPORATE OFFICE AT NOIDA**

AND

**TSG PROJECT OFFICE AT VIJAYA BUILDING,
BARAKHAMBA ROAD, NEW DELHI.**



EdCIL (India) Ltd.
(A Government of India Enterprise)
EdCIL HOUSE
18A SECTOR 16 A NOIDA 201301
(Tel: 0120-2512001 - 006)

Note : This document is serially numbered from page 01 to 51.

*AB
24/11/15*

Seal & Signature of Bidder.....

Seal & Signature of Bidder.....



INDEX

S.No.	Volume	CONTENTS	PAGE
1.	<i>Volume-I</i>	Time Schedule for Biding	5
2.		Notice Inviting Tender (NIT)	7
3.		Definitions	7
4.		Eligibility Criteria	8-9
5.		Subsidy	9
6.		Submission of Tender	9-11
7.		Opening of Bids	11
8.		Criteria for Evaluation	11
9.		Period of Contract	11-12
10.		Forfeit of EMD	12
11.		Security Deposit	12
12.		Scope of work and Specific Conditions	13-14
13.		Quality Standard	14-15
14.		Health & Hygiene	15
15.		Obligation of the bidder	15-17
16.		General Terms and Conditions	17
17.		Payment	18
18.		Cost of preparing / submission of application	18
19.		Non transferable application	18
20.		Completeness of application	18-19
21.		Rejection of application	19
22.		Authorised signatory	19
23.		Application permitted	19
24.		Termination of contract	19
25.		Penalty on non performance	19-20
26.		force majeure	20
27.		Settlement of Dispute/ Arbitration	21
28.	<i>Volume-II</i>	Annexure – I (Technical Bid Format)	22-25
29.		Annexure – II & III (Financial Bid Format)	26-30
30.		Annexure – IV (menu for Special Lunch)	31
31.		Annexure – V (tentative menu for regular Lunch Snacks)	32
32.		Annexure – VI (quantity of Snacks Beverages)	33
33.		Annexure – VII (Brand Quality of Material to be used)	34
34.		Annexure – VIII (Letter of Transmittal)	35
35.		Annexure – IX (format for bank Guarantee)	36-38
36.		Annexure – X (affidavit / declaration by the contractor)	39-40
37.		Annexure – XI (Pre Contract Integrity Pact)	41-47

Seal & Signature of Bidder.....



Seal & Signature of Bidder.....



Time Schedule for bidding

Reference Number	EdCIL-IMS/SP-CR/P&A/14-01
Date of Issue	23 rd November 2015
Last Date and time of submission	15 : 00 Hrs on 16 th December 2015
Name & Address of Applicant/Firm	
Date & Time for Opening of Technical Bid	16:00 Hrs on 16 th December 2015
For any clarification please contact	Mr. Sushant Dey / Harikrishan on telephone no. 0120-2515313, 0120-2512001-06(Ext-502/514)

Seal & Signature of Bidder.....



Seal & Signature of Bidder.....



Volume – I : Technical Bid

I. Notice Inviting Tender

1. EdCIL (India) Limited is a "Mini Ratna" Public Sector Enterprise under Ministry of Human Resource Development, Government of India. EdCIL offers consultancy and technical services in different areas of Education and Human Resource Development at national and international level.
2. EdCIL invites sealed tenders from experienced, competent and reputed contractors **located in Delhi / NCR** for providing catering services at EdCIL's Corporate Office EdCIL House, 18A, Sector-16A, NOIDA and its Project office at Vijaya Building (5th and 6th Floor) Barakhamba Road, New Delhi.
3. The tender documents can be downloaded from the website of EdCIL (India) Limited at www.edciliindia.co.in or from the site of Central procurement portal <http://eprocure.gov.in>.
4. Sealed Tender addressed to Assistant Manager (Admin), EdCIL (India) Ltd , 18A, Sector-16A, Film City, NOIDA-201301 may be submitted in the form of two bid system as per the procedure prescribed in the tender document by post or dropping in the tender box kept for the purpose at the Reception not later than **1500 Hours in the afternoon on 16.12.2015**. Tender received through fax or email will summarily be rejected.

II. DEFINITIONS

The following terms shall be interpreted as indicated below:

1. **"Client"** means Client of EdCIL (India) Ltd.
2. **"Contractor"** means the agency selected/ shortlisted for empanelment.
3. **"Applicant"** means the agencies / firms responding to this invitation.
4. **"EdCIL"** means "EdCIL (India) Limited" as represented by its officials authorized to deal with this empanelment process and thereafter.
5. **"Effective date"** means the date on which contract/agreement is signed for execution.
6. **"Financial Proposal/bid"** means the Quotations received from the shortlisted contractor for evaluation.
7. **"Contract"** shall mean the contract entered into with the selected agency based on the technical and financial bid received for execution of task.
8. **"Work Order / Job Order"** as the case may be, shall be referred to as respective Job Order / Work Order as awarded to such empanelled Contractor on non-exclusive basis from time to time.

Seal & Signature of Bidder.....



III. ELIGIBILITY CRITERIA

1. Minimum 5 years experience of having successfully running the catering services. Three years should be in a PSU/Government organization or a reputed private company. (Documentary proof to be attached)
2. The bidder's average annual financial turnover (gross) in catering services during the last three financial years, i.e., 2012-2013, 2013-14 and 2014-15, duly audited by CA should not be less than Rs. 10 lakh each year. Copy of audited balance sheet with P & L Account to be attached.
3. The Bidder should have handled similar jobs/ services in PSU/ Government organization /reputed Private organizations during last 3 years as under-
 - (i) Three similar jobs/services* of average value of Rs.4 lakh per year
Or
 - (ii) Two similar jobs/services* of average value of Rs. 6 lakh per year
Or
 - (iii) One similar job/service of average value of Rs. 8 lakh per year.
- * Similar job/ service – will be considered only for catering contract where regular canteen services are provided for the period as mentioned above and as mentioned in scope of work.
4. The Bidder should be registered with Provident Fund, under Contract Labour (R &A) Act -1970, ESI, Income Tax, and Service Tax authorities (Documentary evidence in this regard should be enclosed with Technical bid).
5. Track record of bidder should be clean and should not have any involvement in illegal activities or financial frauds. There should not be any case with the police/ court/ Regulatory Authorities against the bidder. Bidder must not have been prosecuted or suffered any penalty for violation of any statutory laws by any authority. Bidder must not have been suspended /delisted/blacklisted by any organization on any ground. Further the bidder will be required to furnish an Undertaking on a stamp paper as per the format at **Annexure -X**. In case of renewal of contract, the contractor will be required to submit this undertaking on yearly basis. The bidder should not have rescinded/ abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The bidder shall give details of all disputes he/she had with his /her clients and furnish the status of arbitration, if any. If the performance of the contractor is /has been found to be unsatisfactory for any reasons, whatsoever, in any organization including EdCIL, then EdCIL reserves the right to reject the contract.
6. The bidder should be based at Delhi/NCR or have a representative establishment at Delhi/NCR. Copy in support of their Registration Certificate and proof of registered office/ establishment should be attached with technical bid.
7. **Bidder should deposit a Demand Draft for Rs. 25,000/- (Rupees Twenty five Thousands only), drawn in favour of EdCIL (India) Limited payable at NEW DELHI/Noida, towards Earnest Money Deposit (EMD) along with Technical Bid.**
8. Tender Document received without EMD will be summarily rejected. Agencies

Seal & Signature of Bidder.....



registered with MSME/ NSIC are exempted to submit EMD alongwith bid document. Copy of such registration should be submitted along with technical bid.

9. EdCIL will have the right to verify the credentials submitted by the Bidder if found necessary and also the satisfactory performance of work done.

IV. SUBSIDY

i. The Bidder may quote compensation on account of monthly subsidy for providing subsidized meals, tea and snacks separately for EdCIL's NOIDA office and New Delhi Office as per the formats attached with this tender. The bidder may quote the compensation considering the subsidized rates indicated in Annexure – II and III, volume of business, and facilities provided by the Management.

In addition to the point (I) above, minimum wages as notified by Govt. of NCT of Delhi /NCR, from time to time, will be paid for 6 (Six) persons deputed in Canteen at EdCIL NOIDA and 04 (four) Staff in EdCIL's TSG office New Delhi located at Vijaya Building, Barakhamba Road. The contractor will have to pay PF, ESI, Bonus, Uniform cost to their employees and may accordingly consider these costs while submitting tender.

ii. The contractor would provide 06 staff including cook, waiter and other staff in EdCIL House Noida and 04 staff at TSG project office, Delhi, as detailed below:

Personnel	At EdCIL, Noida	At TSG, Project Office, Delhi
Supervisor	1	-
Cook	1	-
Waiter	2	2
Helper	1	2
Cleaner	1	-

V. SUBMISSION OF TENDER

The Bids are to be submitted in Two Parts –

A. Part 1: Envelope – I

a. The first part contains Technical Bid which shall be submitted along with a Demand Draft for Rs. 25,000/- (Rupees Twenty five Thousands only), drawn in favour of EDCIL (India) Limited payable at NEW DELHI, towards Earnest Money Deposit (EMD). Tender Document received without EMD will be summarily rejected;

b. The tender shall be submitted in the following manner and shall contain details /documents as listed below:

- i. One sealed envelope superscribed "Technical Bid Tender for catering services at EdCIL(India) Ltd" shall contain the following:
- ii. Forwarding letter (as per performa given in Annexure - VIII) on the letter head of the bidder.

Seal & Signature of Bidder.....



- iii. Demand Draft towards the EMD in the name of EdCIL(India) Ltd. payable at Delhi/ Noida or exemption letter for waiving off EMD with supporting documents.
- iv. Profile of the bidder (as per **Perfoma** given in Annexure-I) duly filled.
- v. A complete set of tender document (Technical bid) as issued, duly filled, stamped and signed by bidder.
- vi. Other related documents mentioned **in Technical Bid**

B. Part 2: Envelope – II

One sealed envelope superscribed "Financial Bid" for catering services at EdCIL shall contain the following:

- i. Annexure -II and III (Financial Bid) duly filled and signed by the bidder.
- ii. The quoted rates should be inclusive of cost towards basic wages+ DA, statutory components, like PF, Bonus, ESI, uniform, etc. applicable from time to time and all taxes to perform the canteen services related work in all respect. However, the service tax should not be included which will be paid extra as per the prevailing rate.
- iii. Wages for each personnel viz Supervisor, Cook, & waiter/Cleaner and compensation amount is to be given as per the format at Annexure – II for EdCIL House, Noida and Annexure-III for TSG Project Office, New Delhi, respectively.

C. Envelope - III

- i. Both the envelopes (Technical Bid as well as Financial Bid) as mentioned at (A) and (B) above, shall be submitted by the bidder in a single sealed envelope superscribing "Tender for catering services at EdCIL".
- ii. The full name and postal address of the bidder shall be written on the bottom left hand corner of the sealed covers.
- iii. Bidder / authorized signatory shall sign on each page of the tender.

Note : If the space in the pro-forma (Annexure-I) is insufficient for furnishing full details, such information may be supplemented on the separate sheets of paper, stating therein the part of the pro-forma and serial number. Separate sheets shall be used for each part.

1. Before submitting the Bid, the intending bidder shall visit the site at his own cost and familiarize himself/herself thoroughly with the site conditions, scope of work, terms and conditions of the tender. Non-familiarity with the site conditions will not be considered a reason for not carrying out the work in strict conformity with specifications.
2. Tenders not submitted as per the guidelines stated above are liable for rejection. EdCIL's decision in this regard will be final.
3. Overwriting should be avoided. Correction, if any, should be neatly crossed out, initialed, dated and re-written. Pages of the technical bid document should be numbered. Additional sheets, if any added by the bidder, should also be numbered by him.

Seal & Signature of Bidder.....



4. Tenders received after the prescribed time and date will not be considered.
5. No deviations/ conditions will be stipulated by the contractor in both technical and commercial bids. Conditional tenders will not be accepted and will be summarily rejected.
6. Tender validity should be for 90 days from the date of opening of respective Bid (i.e. for Technical Bid 90 days from the opening of Technical bid and for Financial bid 90 days from opening of Financial Bid).
7. Falsification /Suppression of information shall lead to disqualification of the bidder/ cancellation of contract even after award of work during the currency of the contract.
8. Bidder shall ensure submission of complete information/documents at the first instance itself. EdCIL reserves the right to complete the evaluation based on the details furnished by the bidder without seeking any subsequent additional information. Bids not in compliance with tender conditions or with incomplete information/documents are liable for rejections.
9. EdCIL reserves the right to reject any or all of the tenders received without assigning any reason thereof.
10. Submission of sealed Tender as mentioned above addressed to Assistant Manager (Admin), EdCIL (India) Ltd , 18A, Sector-16A, Film City, NOIDA-201301.

VI. OPENING OF BIDS

- i. **The Technical Bids will be opened on 16.12.2015 at 1600 hours** in the Convention Hall at EdCIL house Noida in the presence of such bidders who may wish to be present, either in person or through their authorized representatives (duly supported with authorization letter).
- ii. The Financial Bids of only technically qualified tenders will be opened for further consideration. The decision of the EdCIL in this regard will be final and no request etc. will be entertained from the bidders. The date and time of opening of financial bid(s) will be intimated only to such bidders who are found eligible as per evaluation criteria prescribed by the EdCIL.
- iii. EMD of the unsuccessful bidders will be returned, without interest, within a period of three months from the date of award of contract to the successful bidder.

VII. CRITERIA FOR EVALUATION

- i. The eligibility criteria prescribed above, in respect of years of operation in the business, experience of similar class of work completed and financial turnover, location will first be scrutinized and the applicant's eligibility will be determined.
- ii. After that EdCIL Officials will visit the sites of the contractor to inspect the site(s) for on-the-spot first hand information regarding the quality of food and services provided etc. However feedback received from the previous/ present clients and on the spot assessment of EdCIL's designated team shall also form the basis of selection.
- iii. On the basis of above the financial bids of technically qualified agencies will be opened. The date of opening of financial bids will only be intimated to the bidders who qualify technically.
- iv. Financial Bid shall be evaluated on the basis of overall requirement and lowest price quoted by the shortlisted bidder.

VIII. PERIOD OF CONTRACT

- a. The contract for Canteen Services shall remain valid initially for a period of two years. However, in order to evaluate the performance and services of the Contractor, the

Seal & Signature of Bidder.....



contract will have probationary period of three months. The contract for the remaining period will be confirmed only if the services and quality of items served by the contractor are found satisfactory during the probationary period.

- b. Further the total period of contract will be two-year. However the second year will only be extended on the basis of performance of first year. The contract may also be extended after period of two years on satisfactory performance on mutually agreed terms and conditions for a further period.

IX. FORFEITURE OF EMD

EMD of the successful bidder shall be liable to be forfeited if the contractor does not fulfill any of the following conditions:

- i. An agreement is not signed in the prescribed form within ten days of the receipt of the Letter of Award of the Contract;
- ii. The Contractor does not commence canteen services within seven days of the stipulated date for commencement of canteen services.
- iii. If the successful bidder withdraws or alters the terms of the tender.
- iv. In case it is found that the Agency has submitted false/fake documents/ information during the Bidding process then the Agency shall be banned to participate in the tendering process in EdCIL for 5 years.
- v. If the information submitted / provided by the bidder found false at any stage i.e. during the bidding process and after the placement of Job Order, EdCIL will have full right to cancel the Job Order and forfeit the Earnest Money Deposit (EMD) and Performance Guarantee. All the direct and indirect cost related to the cancellation of the order will be borne by the bidder besides any legal action by EdCIL, which may be deemed fit at that point of time.
- vi. If after award of work it is found that the Agency has submitted the false/fake documents during the Bidding process then the Agency shall not be entitled for any payment towards issued Job Order and the issued Job Order shall stand cancelled.

X. SECURITY DEPOSIT

- i. The successful bidder has to submit a demand draft /Bank Guarantee amounting to Rs. 1,00,000/- in favour of EdCIL (India) Ltd for canteen contract at EdCIL NOIDA towards performance security deposit. The security deposit amount for EdCIL, TSG office Vijaya Building New Delhi will be Rs. 50,000/. Format for bank guarantee is enclosed at **Annexure – IX**.
- ii. The security deposit amount will be refunded after expiry / termination of the contract without any interest.
- iii. If the Contract is terminated by the Contractor without giving stipulated period of notice or fails to observe the terms & conditions of the Tender, Letter of Award for the Contract and the agreement signed by the Contractor with the EdCIL, the Security Deposit will be forfeited without prejudice to the EdCIL. Management's right to proceed

Seal & Signature of Bidder.....



against the contractor for any additional damages that the EdCIL suffers as a result of the breach of the aforesaid terms & conditions and all other remedies available under the laws.

XI. SCOPE OF WORK & SPECIFIC CONDITIONS

A) Corporate Office – Noida

1. EdCIL has a cafeteria at Corporate Office at EdCIL House, 18A, Sector-16A, NOIDA. EdCIL Corporate Office comprises four floors & basement having around 150 staff. The Canteen serves tea/coffee/cold drinks, snacks, high tea, & 60 – 70 lunch to employees and various official meetings, programs, seminars and functions organized by EdCIL from time to time. In addition, visitors visiting EdCIL in connection with various activities also avail these services. The following services are required for Corporate office, Noida :-

- i. Providing Tea & Snacks in canteen as per requirement from 9.00 A.M to 6.00 P.M.
- ii. Serving Tea to all employees at Workstations/Office Rooms twice everyday or as and when required i.e. including holidays and Sundays, if required.
- iii. Providing Breakfast, snacks and Lunch to employees as per requirement in canteen.
- iv. To provide catering to various official meetings etc. as and when required.
- v. Providing Tea / Snacks/ Lunch for official meetings, conferences, Training Program etc.
- vi. Arrange for serving of Lunch/ snacks to all the employees of the Corporate office. A suggestive menu of lunch / snacks etc. together with the brand / quality of the materials to be used is enclosed (**Annexure V to VII**)
- vii. Any other job relating to scope of work.
- viii. If required canteen will remain open on govt. Holidays / Saturday & Sunday.

Note: *It may be noted that daily requirement of lunch & Snacks may vary. Contractor may exercise their own judgment, reasonable care & skill before quoting.*

2. Facilities provided by the corporation.

a) Facilities to be provided by Ed.CIL free of cost at Ed.Cil House Noida

- i. Canteen Hall, Kitchen & Pantry
- ii. Free electricity for lighting & water supply
- iii. Furniture (Table & Chair) for canteen Hall
- iv. Civil & electrical maintenance of building only.
- v. Housekeeping assistance through existing housekeeping agency

b) Following equipment/utensils will be provided, however maintenance to be done by the contractor.

- i. 2 - Burner (Double)

Seal & Signature of Bidder.....



- ii. Dosa Tawa
- iii. Wet Grinder (5 ltr)
- iv. Counter top Hot/Cold Bain Marie (One)
- v. Stainless Steel Chopping table (Six)
- vi. Stainless Steel Storage Rack (Four)
- vii. Deep – freezer (One)

Bidder has option to use premises only alongwith facilities of 2(a) above. For 2(b) he may use his own equipment / utensils.

All other facilities/ infrastructure required for smooth functioning of canteen and pantry will have to be arranged by the Bidder at his / her own cost.

B) TSG Project Office – New Delhi.

a) EdCIL has set up Technical Support Group (TSG) Project Office at Vijaya Building, Barakhamba Road, New Delhi. Project office comprises of two floors i.e. 5th and 6th Floor with around 150 officers, staff and support personnel. The Canteen serves tea/ coffee /cold drinks, snacks, high tea only. Since the building norms do not allow use of Gas cylinders, the lunch and snacks are not prepared there and only tea is served by using electric cattle / vending machine. The following services are required for TSG office:-

- i. Providing Tea by putting at least one tea vending machines on each floor. (with material)
- ii. Serving Tea to all employees at Workstations/Office Rooms twice everyday from 9 AM to 6 PM and as and when required i.e. on holidays and Sundays.
- iii. Arrange for servicing of cooked / pre cooked snacks to all the employees of the TSG Project office. A suggestive menu of lunch / snacks etc. together with the brand / quality of the material to be used is enclosed (Annexure – V to VII)
- iv. To arrange for catering services for various official meetings etc. as and when required.
- v. Arrangement of Packed lunch for TSG project office, if required.

b) Facility provided by the corporation free of cost at EdCIL TSG Office

- i. Pantry Space
- ii. Housekeeping assistance through existing housekeeping agency
- iii. Free Electricity for lighting and water supply (only for Lighting)
- iv. Furniture (Table for Pantry)

XII. Quality standard

- i. The cooking medium used for food preparation must be AGMARK / ISO quality strictly as per the quality / brands mentioned in Annexure - VII. No Vanaspati / Dalda will be allowed to use.

Seal & Signature of Bidder.....



- ii. If any time it is found that the quality / Brands are used other than the quality / brands specified in the **annexure – VII**, by the contractor a penalty of Rs. 1000/- per occasion will be imposed on contractor and be deducted from their monthly bill.
- iii. The Bidder shall display the approved daily menu prominently in the canteen.
- iv. The Bidder shall comply with the instructions of the Management in regard to the kind of menu to be served in the official lunches/tea snacks.
- v. The Bidder shall provide his own crockery, cutlery and utensils for staff lunch, tea, coffee etc. The size & quality of crockery should be of standard quality.
- vi. The Contractor should maintain clean, healthy and hygienic conditions of the canteen including cooking and eating area.

XIII. HEALTH & HYGIENE

- i. The Bidder will be responsible for the cleanliness of crockery, cutlery, cooking utensils, EdCIL will neither provide any cleaning materials; dusters etc. for the same nor any extra payment will be made on this account.
- ii. A very high standard of hygiene must be maintained in all respect. Quick day to day disposal of waste material and refuge shall be maintained. Failure in quick and proper disposal of waste will make the Contractor liable to pay fine, which may extend up to Rs.1000/- per such occurrence.
- iii. EdCIL reserves its right to take samples of edibles/raw materials from the canteen for the purpose of Inspection & Investigation and get the same tested in laboratory with a view to maintain the requisite standard of quality. However, such samples will be drawn either by authorized representatives of EdCIL or by any Government authorities, as per procedure laid down in Prevention of Food Adulteration Act and Allied Acts etc.
- iv. The contractor shall be responsible for safety and security of its personnel deputed in the canteen and EdCIL shall not be responsible for the same.

XIV. OBLIGATIONS OF THE BIDDER (CONTRACTOR)

- i. The Contractor shall be responsible for engaging trained/ semi-trained manpower required for providing good canteen services in EdCIL.
- ii. The employees of the Contractor should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases.
- iii. The Contractor prior to the commencement of the operation of canteen shall inform EdCIL about the details of all the staff proposed to be deputed in canteen. Such detail of staff, inter alia, shall include Name, age/ date of birth, photograph, permanent address, police verification report and profile of the health status of the staff.
- iv. **The Contractor shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act and fulfill all other statutory obligations, such as, Provident Fund, ESI, Service Tax, Obligation under the contract Labour (R &A) Act, 1970 etc. in force from time to time.**

Seal & Signature of Bidder.....



v. The Contractor shall ensure proper discipline among his/ her workers and further ensure that they do not indulge in any unlawful activity. **Employment of child labour is strictly prohibited under the law.** Therefore, the Contractor will not employ any child and should deploy workers who are above 18 years of age. The Contractor shall be personally responsible for conduct and behavior of his staff and any loss or damage to EdCIL's moveable or immovable property due to the conduct of the Contractor's staff shall be made good by the contractor. If it is found that the conduct or behavior of any person employed by the Contractor is unsatisfactory, the Contractor shall have to remove the concerned person and engage a new person immediately under prior intimation to EdCIL. The decision of the EdCIL's designated officer in this regard shall be final and binding on the Contractor. The Contractor shall take all reasonable precautions to see that all the staff deputed by the Canteen contractor while on duty attire themselves in the uniform, Gloves, Head Gear, approved by the EdCIL and are civil, sober and honest in their dealings with the staff of EdCIL. That the Contractor shall depute such persons whose antecedents have been verified.

vi. In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be solely responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the EdCIL by any individual, agency or government authority due to acts of the Contractor, the Contractor shall be liable to make good/ compensate such claims or damages to the EdCIL. As a result of the acts of the Contractor, if the EdCIL is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the EdCIL or the EdCIL reserves the right to recover such amount from the payment(s) due to the Contractor while settling his/her bills or from the amount of Security Deposit of the Contractor lying with the EdCIL.

vii. The Contractor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc.

viii. The Contractor shall at all times keep indemnified the Principal Employer, namely, EdCIL, and its officers and designated concerned staff for and against all third agency claims whatsoever (including property loss and damage, personal accident, injury or death of any person) and/or the owner and the Contractor shall at his/her own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act / Fatal Accident Act, Personal Injuries, Employees State Insurance Act, Employees Provident fund Act, or any other Act/Rules in force from time to time.

ix. The contractor shall provide sufficient sets of Uniforms with name badge fixed with uniform and pair of shoes to his employees and shall ensure that they wear them all times and maintain them properly.

x. The Contractor shall not appoint any sub-contractor to carry out his obligations under the contract.

xi. The Contractor shall keep the Canteen and its surrounding areas clean and up to date sanitation every day after the services are over. The cleaning includes cleaning of kitchen, canteen hall, floor, counter, benches, tables, chairs, etc. EdCIL management will have 24-hour access to inspect the canteen premises at any time for ensuring the cleanliness and hygienic conditions of the canteen's kitchen and dining hall premises

xii. The EdCIL reserves the right to appoint officers/officials/ committee to inspect the quality of raw material, food and other items prepared and sold in the canteen. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the Contractor.

Seal & Signature of Bidder.....



- xiii. In case of any other items not mentioned in annexure –II and III the Contractor shall get the prices of items approved by the EdCIL and no changes what-so-ever shall be made without prior written approval of the EdCIL.
- xiv. The successful bidder will have to enter into an agreement with the EdCIL before taking charge of the Canteen and commencement of the canteen work on the terms and conditions prescribed in the agreement.
- xv. The Caterer would provide a minimum number of cooks, waiters and other servants in the Kitchen and canteen.
- xvi. Canvassing in any form will make the tender liable to rejection.
- xvii. **Compliance of Statutory obligations:** Contractor shall be obligated to comply with whole of the statutory obligations including but not limited to registration under Food Safety and Standards Act, 2006 and regulations there under as applicable from time to time and maintain currency of Licenses at all times during the performance of services pursuant to award of work hereunder.

XV. GENERAL TERMS AND CONDITIONS

- i. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipments provided by the EdCIL are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the Contractor, failing which the same will be got done by EdCIL at the contractor's risk and cost. In this regard, the decision of the designated officer of EdCIL shall be final and binding on the Contractor.
- ii. All work shall be carried out with due regard to the convenience of EdCIL. The orders of the concerned authority shall be strictly observed. The Contractor will deploy adequate manpower for work during late hours and on Saturdays/Sundays, including other holidays, according to the requirement of EdCIL and the guests. The Contractor will bring his own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs etc., in sufficient quantity as needed to maintain the canteen services in addition to what is provided for by EdCIL. The Contractor shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.
- iii. The Contractor should be in a position to cater to the tastes of North Indian, south Indian and Chinese dishes.
- iv. The Contractor shall install gas and fuel supply at his own cost;
- v. Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the EdCIL's Premises, including Canteen. Any breach of such restrictions will attract deterrent action against the Contractor as per statutory norms.
- vi. No minimum guarantee will be furnished to the Contractor towards consumption of food items. He/she is advised to maintain the highest quality at the minimum possible prices so as to attract the maximum number of staff of EdCIL to avail canteen services.
- vii. The workers employed by the Contractor shall be directly under the supervision, control and employment of the Contractor and they shall have no connection what-so-ever with EdCIL. EdCIL shall have no obligation to control or supervise such workers or to take any action against them except as permissible under the law.
- viii. The Contractor shall ensure that either he/she himself/herself or his/ her representative is available for proper administration and supervision at the works to the entire satisfaction of the EdCIL.

Seal & Signature of Bidder.....



XVI. PAYMENT

- i. The payment in respect of official hospitality bills of the EdCIL submitted in duplicate by the Contractor shall be released subject to fulfillment of obligations by the Contractor imposed under various laws, Rules & Regulations, etc. applicable from time to time and after scrutiny of authorization for supply at the prices offered by the contractor. Any supply of food items without proper authorization by the designated authority of EdCIL will not be paid. Income Tax, as applicable at the prevailing rates, will be deducted at source.
- ii. In the event there is any query, objection, delay or dispute with regard to any bill or a part thereof, the Contractor shall not be entitled to any interest for late payment.
- iii. Payment for other than official hospitality bill i.e. the uses made by the employees / visitors will be settled directly as per the standard rates approved by EdCIL.
- iv. Payment will be made within 30 days of submission of bills subject to production of related documents viz. PF, ESI paid, service tax etc. and all other documents as per the work order with respect to the canteen staff deputed by the Contractor. The proportionate deduction for absenteeism of canteen staff will be made, by the contractor under intimation to EdCIL.

XVII. COST OF PREPARING / SUBMISSION OF APPLICATION

It may be noted that EdCIL will not pay any amount/ expenses / charges / fees/ traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses, regardless of the conduct or outcome of the entire process.

XVIII. NON TRANSFERABLE APPLICATION

The contract as and when awarded cannot be transferred to any other Canteen Contractor. Subcontracting of any activity / process in any manner is strictly forbidden and can only be permitted upon explicit written consent / permission of EdCIL with all obligations / liabilities of performance of the assigned job under the contract by the contractor even after such approval for sub contract.

XIX. COMPLETENESS OF APPLICATION

- i. The application should be complete in all respects with supporting documents numbered and duly certified with proper seal and signature. Failure to furnish all information required in the application document or submission of application not substantially responsive in any respect to the requirements will be at the Applicant's risk and may result in rejection of its application. The application is liable to be rejected outright without any intimation to the applicant if complete information as called for in the document is not given therein, or if particulars asked for in the Forms / Proforma in the documents are not fully furnished.
- ii. All pages in the application document shall be stamped with the official company seal and duly signed by the authorized signatory.
- iii. The envelope containing the proposal should be sealed and stamped. The sealed envelope must be super-scribed with the following information:

Seal & Signature of Bidder.....



- Reference Number:
- Name and address of Applicant:
- Date of submission of application and Time:
- iv. The application shall be submitted in Duplicate (Two separate copies).

XX. REJECTION OF APPLICATION

The application for empanelment can be rejected due to the following reasons:

- a) EMD amount / NSIC / MSME Certificate not attached.
- b) Supporting documents not attached or incomplete in any manner.
- c) Application not signed on each page with seal.
- d) Application not submitted within the stipulated date and time.
- e) Corrupt, Fraudulent practices and attempt to influence or concealment of any facts related to eligibility of firms.
- f) Application not submitted notwithstanding clause (a) to (e) above as per any other requirement or clause given in this document may also be rejected.

XXI. AUTHORISED SIGNATORY

The applicants shall indicate the names of authorized signatories who can discuss and correspond with EdCIL with regard to all the obligations under the contract.

XXII. ONLY ONE APPLICATION PERMITTED

Only one submission of application / response by one applicant will be permitted.

XXIII. TERMINATION OF THE CONTRACT

- i. The Contract can be terminated by either party, i.e., EdCIL or the Contractor, after giving **two-month** notice extendable by mutual agreement till alternate arrangements are made. However, EdCIL reserves the right to terminate the contract without giving any notice in case the Contractor commits breach of any of the terms of the contract. EdCIL's decision in such a situation shall be final and binding and shall be accepted by the Contractor without contesting in any manner before any authority.
- ii. On termination of the contract, the Contractor will hand over all the equipments/ furniture/ articles etc., supplied by EdCIL, in good working condition.
- iii. If the services provided by the successful bidder are not found satisfactory during the probationary period of three months from the date of taking over charge of the canteen services, EdCIL reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.

XXIV. Penalty for Non Performance

- i. EdCIL reserves the right to impose a penalty on the basis of actual loss (to be decided by the EdCIL authorities) on the Contractor for any serious lapse in maintaining the

Seal & Signature of Bidder.....



quality and the services wilfully or otherwise by the Contractor or his staff or for any adulteration.

- ii. If EdCIL is not satisfied with the quality of eatables served, services provided or behavior of the contractor or his/her employees, the Contractor will be served with 24-hour notice to improve or rectify the defect(s), failing which the EdCIL will be at liberty to take appropriate necessary steps as deemed fit.

XXV. FORCE MAJEURE

- I. Force majeure is herein defined as any cause, which is beyond the control of Contractor or EdCIL as the case may be, which they could not foresee, and which substantially affects the performance of the Contract such as:
- II. Acts of a Government, domestic or foreign, including but not limited to war, declared or undeclared, embargoes etc.
- III. Any riot or civil commotion;
- IV. Any earthquake, floods, tempest, lightening, epidemic or other acts of God or public enemy;
- V. Any strike or lockout (only those including 10 continuous days in duration) affecting the work.
- VI. However, force Majeure shall not include (i) any event, which is caused by the negligence or intentional action of party or its agents or employees, nor (ii) any event, which a diligent party could reasonably have been expected to both (a) take into account at the time of the conclusion of this Contract and (b) avoid or overcome in the carrying out of its obligations hereunder.
- VII. Further, Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- VIII. The failure of Contractor to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Contractor affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- IX. The Contractor if affected by an event of Force Majeure shall take all reasonable measures to remove inability in all respect & with all concerns to fulfill its obligations hereunder with a minimum of delay.
- X. The parties shall take all reasonable measures to minimize the consequence of any event of Force Majeure.
- XI. Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, may be extended for a period equal to time during which such Contractor was unable to perform such action as result of Force Majeure.

Seal & Signature of Bidder.....



20

- i. In event of dispute not related to the judging procedure or the award of the Board of Assessors, the decision of CMD, EdCIL shall be final and binding on both the parties.
- ii. For settlements of above said dispute between the parties as may not be resolved by CMD, EdCIL eventually have to be settled through Arbitration without recourse to the legal authorities. The appointment of Arbitrator shall be done by CMD, EdCIL. The arbitration shall be as per Arbitration and Conciliation Act 1996 or statutory modification or re-enactment thereof and rules made there under and for the time being in force shall apply to the Arbitration proceedings under this clause. The Arbitration proceedings shall be conducted at Delhi/Noida. The cost of the arbitration shall be shared equally by both the parties.
- iii. The language for the Arbitration shall be in English.
- iv. The jurisdiction of the Court shall be at Delhi.

XXVII. Bidder should submit pre integrity pact in the format attached at annexure –

XI

and undertaking affidavit in form Annexure -X.

Seal & Signature of Bidder.....



21

Seal & Signature of Bidder.....



**BID DOCUMENT
FOR**

**FOR PROVIDING CANTEEN SERVICES AT EdCIL's
CORPORATE OFFICE AT NOIDA**

AND

**TSG PROJECT OFFICE AT VIJAYA BUILDING, BARAKHAMBA
ROAD, NEW DELHI.**

VOLUME- II: Technical Bid format



EdCIL (India) Limited
(A Government of India Enterprise)
Ed.CIL House, 18 – A, Sector 16 A
Noida – 201401

Seal & Signature of Bidder.....

A handwritten signature in blue ink.

Seal & Signature of Bidder.....



24

**TENDER DOCUMENT
FOR PROVIDING CANTEEN SERVICES AT EdCIL HOUSE, NOIDA AND TSG
PROJECT OFFICE, NEW DELHI**

TECHNICAL BID

1. Earnest Money Deposit (EMD)	Demand Draft No. _____ dated _____ for Rs. 25,000/- (Rupees Twenty five thousand only) drawn on (name of the Bank) _____ in favour of EdCIL payable at New Delhi (To be enclosed with Technical Bid)
--------------------------------	--

COMPANY/FIRM PROFILE

1. Name of the Company/Firm and complete registered address	
a) Name of the owner of the firm	
b) Legal Status (Individual, Proprietary firm, Partnership firm, Limited Company or Corporation)	
c) Has your company/firm ever changed its name any time? If so, when, the earlier name and the reason thereof?	
d) Were you or your company ever required to suspend catering services for a period of more than 06 months continuously after you commenced the catering services? If so, give the name of the contract and reasons thereof.	
e) Have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.	
f) If not based at Delhi / NCR, the address of Delhi/NCR office :	
2. Name, Designation and Telephone no(s) of the	
Contact person	
Fax No(s)	
Email Address	
Mobile No	

Seal & Signature of Bidder.....

 25

3. Year of commencement of Business	
4. Statutory Details (Photocopy to be attached)	
a Registration No of the firm	
b PAN No.	
c EPFO – Registration No	
d ESI Registration No.	
e Service Tax Registration No.	
f Labor License No.	
g Food License Certificate for Catering services	
5. Copy of Income Tax return for the financial years 2012-13, 2013-14 and 2014-15.	

*Attach documentary evidence of registration, esi, pf, income tax, service tax etc.

6. List of present and past clients (Please use separate sheet for each) as per the following format. The information provided will facilitate evaluation of your Technical Bid:

S. No.	Name of the organization with complete postal address	Name & designation of the Contact Person with Tel/ Mobile No(s)	Period of Contract From - To	No. of persons deployed by your firm	No. of persons served

7. Volume of business done during the last three years (please submit documentary evidence) (Rs. in Lakh)

Details of annual financial turnover(gross)	2012-2013	2013-2014	2014-2015

8. Details of Staff available with the contractor.

S.No.	Designation	No. of persons available	Qualification	Experience in years
1	Supervisor			
2	Waiters			
3	Cook			
4	Helper			
5	Cleaner			
6	Miscellaneous (Pl. specify)			

Seal & Signature of Bidder.....

DECLARATION BY THE CONTRACTOR

I have read all the terms and conditions and understood the meaning of the contract and I accept all terms and conditions as mentioned in tender document. A signed copy of the same is enclosed as token of acceptance.

The details submitted in support of this tender are correct and true to the best of my knowledge.

Date:

Signature of Tenderer with Seal of the Company

Seal & Signature of Bidder.....



Seal & Signature of Bidder.....

**BID DOCUMENT
FOR**

**FOR PROVIDING CANTEEN SERVICES AT EdCIL's
CORPORATE OFFICE AT NOIDA**

AND

**TSG PROJECT OFFICE AT VIJAYA BUILDING, BARAKHAMBA
ROAD, NEW DELHI.**

VOLUME- II: FINANCIAL BID



EdCIL (India) Limited
(A Government of India Enterprise)
Ed.CIL House, 18 – A, Sector 16 A
Noida – 201401

Seal & Signature of Bidder.....



29

Seal & Signature of Bidder.....

FINANCIAL BID
For EdCIL House, Noida (Corporate Office)

A) Rates for regular items

Name of the Items	Subsidized Rates
Tea-One cup (100 ml)	3.00
Coffee-One cup (100 ml)	4.00
Veg Soup (150 ml)	7.00
Juice (Fresh Fruit/vegetable / Packed) (150 ml)	12.00

Other items (at least two items need to made available in the day)

	M.R.P
Cold Drink/Biscuit-One no.	
Bread Pakora/Samosa-One no. (100 gms)	3.00
Aloo Bonda-One no.	3.00
Paneer Pakora (50 Gms)	12.00
Veg Sandwich	12.00
Kachoudi One Pc (100 Gms)	3.00
Idli 2 pc (100 gms) with Shambhar & Chutney	12.00
Dal Vada with chutney-One plate	5.00
Pakora (100 gms)	6.00
Sada Dosa with Sambhar-One plate	8.00
Masala Dosa with Samber-One plate	12.00
Onion Dosa with Samber-One plate	12.00
Egg Omelete-1 with 2 slice	8.00
Egg Omelete-2 with 2 slice	10.00
Lassi Sweet-One glass	10.00
Lassi salt-One glass	6.00
Veg pattis-One no.	7.00
Butter bread-One plate (2 pc.)	6.00
Western burger, French fries and sauce-One plate	10.00
Chana Bhatura-One plate (2 pcs.)	12.00

Meals items

Subzi-One plate	4.00
Dal-One plate	4.00
Roti-One no.	2.00
Rice-One plate	4.00
Rice-Half plate	3.00
Curd (Plain)/raita-One plate	4.00
Vegetable thali (Roti, Subzi, Dal + Rice + curd)-Per thali	20.00

Seal & Signature of Bidder.....



B) Manpower proposed to be deputed at Ed.CIL, NOIDA

S. No.	Particulars	Supervisor	Cook	Helper / Waiter/ Cleaner
1.	Number of Employees			
2.	Basic Wages + DA			
3.	Statutory components			
(a)	PF			
(b)	ESI			
(c)	Bonus			
3.	Cost towards uniform *			
	Total			

C) Subsidy/Compensation quoted on the basis of items to be served. (Lump Sump Per Month) any two snacks items be made available in a day which should not be repeated in the week.

Sr. No.	Compensation Rates without Complementary Tea	Compensation Rates with Complimentary Tea twice (aprox 200 cups)
1.		

D) Rates for Special lunch

(Ten items to be served in Special Lunch as per the menu given at Annexure-IV)

	Quantity	Rs. (in figure)	Rates (Rs. In words)
1	Upto 25 Lunch		
2	26 - 50		
3	51 – 100		
4	101 and above		

Note:- No correction / application of white fluid is allowed in the figures and in case of any cutting/tampering in rates/application of white fluid, the same will not be considered and summarily rejected.

* Cost of uniform shall include onetime uniform cost and monthly uniform maintenance charges. The bidder should work out the cost on average monthly basis and the amount so worked out should be indicated in the bid.

Name of the Agency with Seal:

Place: _____
Signature with date : _____
Designation: _____
Seal _____

Seal & Signature of Bidder.....



FINANCIAL BID

For Vijaya Building, Barakhamba Road, New Delhi(TSG Project Office)

A) Rates for regular items:

Name of the Items	Subsidized Rates
Tea-One cup (Vending Machine)	3.00
Coffee-One cup (Vending Machine)	4.00
Cold Drink/Juice/Chips/Biscuit-One no.	M.R.P.
Bread Pakora/Samosa-One no.	3.00
Aloo Bonda-One no.	3.00
Dal Vada with chutney-One plate	5.00
Veg pattis-One no.	7.00
Butter bread-One plate (2 pc.)	6.00
Western burger	10.00

B) Manpower proposed to be deputed at EdCIL's TSG Project Office

S. No.	Particulars	Supervisor	Cook	Helper / Waiter/ Cleaner
1.	Number of Employees			
2.	Basic Wages + DA			
3.	Statutory components			
(a)	PF			
(b)	ESI			
(c)	Bonus			
3.	Cost towards uniform *			
	Total			

Contractor should provide an undertaking describing that none of the canteen staff deputed is under the age of 18.

C) Subsidy or Compensation quoted on the basis of Items mentioned in Annexure-III to be served, (Lump Sum Per Month)

Sr. No.	Monthly compensation for TSG vijaya Building Office without Complementary Tea
1.	

Seal & Signature of Bidder.....

Note:- No correction is allowed in the figures and in case of any cutting/tampering in rates, the same will not be considered and summarily rejected.

* Cost of uniform shall include onetime uniform cost and monthly uniform maintenance charges. The bidder should work out the cost on average monthly basis and the amount so worked out should be indicated in the bid.

Any other details contractor **wants** to submit in support of his suitability

Name of the Agency with Seal:

Signature with date :

Designation:

Place:

Seal & Signature of Bidder.....



iii) **MEETINGS, CONFERENCES ETC.(Indicative)** **(Special buffet for meetings etc)**

<u>Soup Section(Any one)</u>	<u>Paneer Section(Any one)</u>	<u>Dry vegetable(Any one)</u>
Tomato Soup	Paneer	Mix.vegetable Jhalfrezi
Veg.Hot and Sour soup	Matter Paneer	Aaloo Ghobi Masala
Crème of Spinach	Malai Paneer Jhalfrezi	Aaloo Methi
Mix. vegetable soup	Kadhal Kofta	Boiled Veg.
Mushroom soup	Palak Paneer	Bhindi Masala
	Paneer Korma	Stuff Tomato
	Shahi Paneer	
	Paneer Kadhi	
<u>Veg.gravies(Any One)</u>	<u>Dal Section(Any one)</u>	<u>Curd Section(Any one)</u>
Pakori Masala	Dal Makhani	Bhooindi Raita
Palak Chole	Dal Panchrangi	Mint Raita
Aaloo Matar Masala	Dal Channa Masala	Cucumber Raita
Lauki Kofta	Chole Gravy	Mix. Veg. Raita
Palak Kofta Curry	Yellow Dal Gravy	
Aaloo Badi Gravy	Arhar Dal Tarka	
Lauki Channa Dal Spicy		
Kadhi Pakori		
Mattar Musahorrom		
		<u>Salad</u>
		<u>(Any One)</u>
		Macaroni Salad
		Cucumber Salad
		Green Salad
<u>Sweets Section (any one)</u>	<u>Pulao Section(Any one)</u>	<u>Bread Section (Any two)</u>
Ice Cream Vanila	Plain rice	Nan
Ice Cream Strarberry	Zeera Pulao	Roti
Gulab Jammun	Peas Pulao	Missi Roti
Gazar Ka halwa	Veg. Pulao	Lacha Prantha
Moong Dal Halwa	Veg. Biryani	

Seal & Signature of Bidder.....

TENTATIVE LUNCH/SNACKS MENU

LUNCH for employees
(in consultation with Canteen Committee)

Dishes	Monday	Tuesday	Wednesday	Thursday	Friday
Vegetable (about 100 gms)	Matar Paneer	Karhi Pakora	Seasonal Veg.	Seasonal Veg.	Kabuli Channa
Dal (about 100 gms)	Rajma (approx .250 gms)	Seasonal Veg.	Arhar Dal	Chana Dal	Kofta/Alu Mattar
Rice(about 100 gms)	Jeera Rice (Basmati)	Boiled Rice(Basmati/golden sela)	Peas/lemon rice(Basmati)	Veg. Rice (Golden sela)	Chinese Rice
Roti	Chapati (atta tava Roti)- 2 nos wrapped in foil paper	Chapati (atta tava Roti)- 2 nos wrapped in foil paper	Chapati (atta tava Roti)- 2 nos wrapped in foil paper	Chapati (atta tava Roti)- 2 nos wrapped in foil paper	Chapati (atta tava Roti)- 2 nos wrapped in foil paper
Curd/Raita (about 100 gms)	Curd/Raita	Curd/Raita	Curd/Raita	Curd/Raita	Curd/Raita
Sweets (Approx.100 gms.)	Kheer/ Halwa	Moong Dal Halwa	Gulab Jamun etc.	Seasonal Fruit	Seasonal Fruit
Misc	Salad/Papad/Achaar	Salad/Papad/ Achaar	Salad/Papad/Achaar	Salad/Papad/ Achaar	Salad/Papad/ Achaar
Diet Lunch as an option to employees(about 500 gms)	Seasonal cut fruits, sprouts, veg. salad, bread sandwich etc.				

Breakfast & Snacks menu
(in consultation with Canteen Committee)

Dishes	Monday	Tuesday	Wednesday	Thursday	Friday
Breakfast	Chana bhatura	Masala Dosa	Stuffed Paratha	Idli / Vada Sambhar	Puri Sabji
Snacks	Samosa	Dal Vada	Alu bonda	Stuffed Kachodi	Bread Pakora

Seal & Signature of Bidder.....



Quantity of SNACKS/BEVERAGES

(in consultation with Canteen Committee)

Scheme	Item
BEVERAGES	a) Tea- 100 ml. b) Coffee- 100 ml. c) Veg. soup- 150 ml. d) Juice- 150- ml. (Fresh fruit/ vegetables)
SNACKS	a) Samosa (1 pc)100 gm b) Kachori (1 pc)100 gm. c) Paneer Pakora(1 pc) 50 gm. d) Veg.Sandwich-2 pcs e) 100 gm. Idli with samber f) 100 gm. Vada with samber g) Omelets (1 egg + 2 bread slices) h) Assorted veg. pakoras (100 gm) i) Bread toast (butter/jam-10 gm + 2 slices)

Seal & Signature of Bidder.....



BRAND / QUALITY / MAKE OF MATERIALS

Sl.No.	Items	Quality / Brand
Dairy Products		
1	Milk- Toned, Pouched	100 % Milk Food/Vita / Mother dairy/ Amul
2	Butter	Amul / Britannica / Vita / Vijya
3	Cheese Processed	Amul / Britannica / Vita / Vijya
4	Condensed Milk	Milk Maid/ Nestle/Mother Dairy /Parag/Verka
5	Ice Cream	Mother Dairy/Kwality/walls/Vadilal
6	Curd	Packed (100 Gms) curd of Nestle/Mother Dairy/Amul
Bakery Products		
1	Bread	Harvest Gold /Britannia /Modern /Perfect
2	Biscuit	Britannia / Parle / Sunfeast/ Little Heart/ Fifty Fifty / Good day / Bon Bon Chocolate or orange / Priya Gold / Snax
Provision and Stores		
1	Atta (Whole grain)	Good quality Agmark of Aashirwad / Aahar / Nature Fresh / Shakti Bog
2	Basmati Rice	Good quality Basmati Rice(Red Fort , Dawat, India
3	Sugar Cube	Dauralla or equivalent
4	Low calorie sweetener (Sachet / Tablet)	Equal / Nature fresh / Sugar Free
5	Tea Bags	Taj Mahal / Tata Tetley / Lipton
6	Coffee	Nestle Classic
7	Jam	Kissan / Top / Hinz / Catch
8	Pickle	Kissan / catch / Panch Ranga
9	Refined Oil (Low fat content)	Gold seal (Lipton) / Postman (Hindustan lever) / Sweekar/ Sun flower / Safola
10	Tamato/Chilli/soya sauce	Magi / Kissan / tops
11	Garam / Chat / Chana Masaka – Kasturi Methi. table salt. Dhania/ Chilli Haldi Powder, Pepper etc.	Good Quality MDH / Catch / Agmark MTR – ISI mark
12	Custard Powder	Brown and poison / wake Field
13	Laung. Dal Chini. elachi and other hot spices etc.	Best quality
14	Pulses – Dals and beans etc.	Best quality
Fruits and vegetables		
15	Fresh fruits/fresh vegetables or frozen veg.	Fresh and Best Quality – Frozen items of safal / Mother dairy

In case of non –availability of above described brand/(s) – the contractor should obtain prior permission of the officer-in-charge for use of alternate material

LETTER OF TRANSMITTAL

(To be submitted on the letter head of the Bidder)

To:

General Manager (HR & Administration)
EdCIL (India) Limited
18- A, Sector 16- A, NOIDA
UTTER PRADESH - 201301

Sir,

SUBJECT: SUBMISSION OF TENDER FOR CATERING SERVICES AT EdCIL

1. This has reference to your tender notice for catering service at EdCIL. We have examined the tender document and thoroughly understood its nature/scope of work and term & conditions.
2. I/We undertake to offer my/our services in conformity with scope /nature of work and the term and conditions mentioned in the tender document. I /We confirm that the tender submitted by me /us is confirming to all the terms and conditions mentioned in the tender document.
3. I/We are enclosing application along with required documents in the prescribed performa as mentioned in the tender document.
4. I/We are enclosing Demand Draft for Rs. 25,000/- in favour of "EdCIL (India) Limited" payable at NEW DELHI towards EMD. Or I hereby submit MSME/ NSIC issued Certificate for exemption of EMD.
5. I/We agree that our tender remain valid for acceptance by EdCIL for a period of 90 Days from the date of opening of Technical Bid of the tender or till the date of finalization of tender, whichever is earlier.
6. I/ We, do hereby declare that there was no case against our agency and there is no case pending with the police /court/Regulatory authorities against our agency / Proprietor /us. Also I /We have not been suspended delisted/blacklisted by any organization for any reason. I/we also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.
7. I/we certify that all the information furnished by me/us is true to the best of my/our knowledge. I have no objection to EdCIL verifying any or all the information furnished in this document with the concerned authorities, if necessary.
8. I/We understand that EdCIL reserves the right to accept or reject any or all the tenders in full or in part without assigning any reason there for.

Yours faithfully,

Encl:

Date of submission:

Signature of Applicant
(With name & office Seal)

SPECIMEN PROFORMA OF BANK GUARANTEE FOR
PERFORMANCE SECURITY

Ref.....

Dated.....

To

The General Manager
EdCIL (India) Limited
EdCIL House, 18 A, Sector-16 A,
NOIDA – 201301 (U.P.)
India.

1. In consideration of EdCIL (India) Ltd. (herein after referred to as "EdCIL") having entered into a Contract for Canteen services dated _____ (hereinafter referred to as "Contract" which expression shall include all the amendments agreed to between the EdCIL and the Contractor thereto) with M/s _____ having its registered office at _____ (hereinafter referred to as "Company" , which expression unless repugnant to the context or meaning thereof include all its successors, administrators, executors, and assigns, which is a constituent of the Contractor, and the EdCIL have agreed that the _____ Company shall furnish to EdCIL a Bank Guarantee (hereinafter referred to as "Guarantee") towards its obligations as provided in the Contract for _____/- in Indian Rupees (for Indian companies) for the performance of its obligations under the Contract.
2. We _____ (name of the Bank) registered under the Law of _____ and having its registered office at _____ (hereinafter referred to as "the Bank", which expression shall unless repugnant to the context or meaning thereof includes all its successors, administrators, executors, and assigns) do hereby guarantee and undertake to pay immediately on the first demand in writing and any/all money(s) to the extent of Indian Rupees _____ (in figures) and (Indian Rupees _____ in words) without any demur, reservation, contest or protest and/or without any reference to the Company. Any such demand made by EdCIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the Bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any court, tribunal, arbitrator, sole expert, conciliator, or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by EdCIL in writing. This Guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution, or insolvency of the Contractor and shall remain valid, binding and operative against the Bank.

3. The Bank also agree that EdCIL at its option shall be entitled to enforce this Guarantee against the Bank as a Principal debtor, in the first instance, without proceeding against the _____ Company and notwithstanding any security or other guarantee that EdCIL may have in relation to the _____ Company's liabilities.
4. The Bank further agree that EdCIL shall have fullest liberty without Bank's consent and without affecting in any manner Bank's obligations hereunder to vary any of the terms and conditions of the said Contract or to the extend time of performance by the said _____ Company from time to time or to postpone for any time or from time to time exercise of any of the powers vested in EdCIL against the said _____ Company and to forbear or enforce any of the terms and conditions relating to the said contract and Bank shall not be relieved from its liability by reason of any such variation or extension being granted to the said _____ Company or for any forbearance, act or omission on the part of EdCIL or any indulgence by EdCIL to the said _____ Company or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Bank.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the Contract and all dues of EdCIL under or by virtue of this Contract have been fully paid and its claim satisfied or discharged or till EdCIL discharges this Guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of _____ Company or that of the contractor.
7. The Bank confirm that this Guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts at <.....>, India.
9. Notwithstanding anything contained herein above, Bank's liability under this Guarantee is limited to Indian Rupees <.....> (in figures) [Indian Rupees _____ (in words)] and our Guarantee shall remain in force upto <.....> and including <.....> days after the expiry date/ extended date. Any claim under this Guarantee must be received before the expiry of <.....> days or before the expiry of <....> days from the extended date, if any. If no such claim has been received by us within <.....> days after the said date/ extended date, EdCIL's right under this Guarantee against Bank will cease. However, if such a claim has been received by us within and upto <....> days after the said date/ extended date, all the rights of EdCIL under this Guarantee shall be valid and shall not cease until we have satisfied the that claim.

In witness whereof, the Bank through its authorized officers has set its hand and stamp on this day of _____ month of the year _____ at _____.

The seal of _____ was hereto duly affixed by _____ this _____ day of

_____ month of the year 20____ in accordance with its bye-laws/ / Memorandum/ Articles of Association and this Guarantee has been duly signed and executed by _____ and as required by the said bye-laws/ Memorandum/ Articles of Association.

Date

Signature

Place

Printed Name

Witness

(Designation)

(Bank's common seal)



AFFIDAVIT / DECLARATION BY THE CONTRACTOR

(Format of affidavit to be given on Rs. 100 Non-Judicial Stamp paper duly attested by Oath Commissioner/ Notary Public)

We, M/s _____ (name and address of the Firm) have submitted a proposal No. _____ dated _____ with Reference No. EDCIL/IMS/SP-CR/Admin/Canteen-14(1)2015 dated _____ 2015 for Empanelment of Canteen Contractor by EdCIL (India) Limited, A Government of India Enterprise, having its Registered Office at 5th Floor, Vijaya Building, Barakhamba Road, New Delhi – 110 001 and Corporate Office at EdCIL House 18-A, Sector-16-A, NOIDA – 201 301 (Uttar Pradesh).

We hereby solemnly confirm and accept the following:

1. That the information given in the proposal submitted by our firm is true and no false information has been provided.
2. We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures, etc.
3. Business has not ~~been~~ banned with us by any Central / State Government or any other organization.
4. We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
5. The information and documents submitted with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
6. We understand that in case of any statement/information/document furnished by us or to be furnished by us in connection with this proposal is found to be incorrect or false, our business dealings will be banned.
7. We have not been punished / penalized by way of imprisonment during last three years.
8. We have not been blacklisted / debarred by any of the Government/Public Sector Organizations including CVC and no legal cases against us are pending in this regard in any Court of Law.
9. The Firm is financially sound and no outstanding bankruptcy firm.
10. That we fulfill the eligibility criteria mentioned in the above referred Proposal and submit that our Firm has executed assignments of subject matter and have all technical capabilities to execute the subject assignments (Canteen operation) in respect of the scope of work and the entire terms and conditions mentioned in the said Proposal.
11. That we also assure that the firm is having sufficient staff, infrastructure facilities including all security arrangements to undertake the subject assignments.
12. That our firm M/s. _____ shall maintain strict secrecy and confidentiality of the work being undertaken.



13. That we will be obligated to submit bids without indulging in collusion with other bidder(s) in any manner and shall execute pre-bid agreement in prescribed format – on our part at the time of submission of financial proposal.
14. The above information is true and correct to the best of our knowledge and in case at any stage, it is found that the given information is false/incorrect/misleading, etc., in such an event, our firm shall be liable (i) for cancellation of empanelment (ii) penal action and liquidity damages as mentioned in the terms of contract to be executed at the time of empanelment (iii) any other action as deemed fit by EdCIL (India) Limited to recover the loss/damages occurred due to false information/wrongful act by our Firm.
15. If the above information found false at any stage after the placement of Work Order, EdCIL (India) Limited (Ed.CIL), 18-A, Sector 16-A, Noida will have full right to cancel the Work Order and forfeit the Performance Guarantee/Security Deposit. All the direct and indirect cost related to the cancellation of the order will be borne by us besides any legal action by EdCIL which may be deemed fit at that point of time.
16. We will maintain a very high standard of hygiene in all respect. In case of any deficiency in quality / quantity of the food served or any health issue reported we will be solely responsible and we will bear the cost of the damage / expenditure incurred in due course.
17. We also undertake that we shall abide by all statutory provisions applicable to us including all industrial and labour laws and also undertake to totally indemnify EdCIL in case of any violation on our part.

(Authorised Signatory)

Name: _____

Address: _____

Phone: _____

Mobile: _____

(With Company Seal)



PRE CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of 2015, between, on one hand, EdCIL(India) Ltd., a company incorporated under the provisions of Companies Act, 1956 having its registered office at , 5th Floor, Vijaya Building 17 Barakhamba Road, Connaught Place New Delhi 110001 and Corporate office at **EdCIL House, 18A, Sector - 16A, NOIDA 201301** acting through Shri/Smt. _____, (Designation) _____, EdCIL (India) Limited (hereinafter called the "EdCIL", which expression shall mean and include, unless the context otherwise requires, its' successors in office and assigns) of the First Part

And

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

WHEREAS the EdCIL (India) Limited proposes to procure / engage Canteen contractor and BIDDER/Seller is willing to offer / has offered the stores and

WHEREAS the BIDDER is a private company /public company / Government undertaking / partnership / registered expert agency, constituted in accordance with the relevant law in the matter and the EdCIL (India) Limited is a Public Sector Enterprise offering educational consultancy service and other services in accordance to its Memorandum of Association.

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 EdCIL to obtain the desired said services/ item at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERs 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 EdCIL (India) Limited will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. **Commitments of the EdCIL**

1.1 The EdCIL (India) Limited, undertakes that no official of the EdCIL, 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, 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 BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.
- 1.3 All the officials of the EdCIL will report to the appropriate Government office for 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 to the EdCIL with full and verifiable facts and the same is prima facie found to be correct by the EdCIL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the EdCIL 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 EdCIL the proceedings under the contract would not be stalled.

3. Commitments of BIDDERs

The BIDDER 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 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 EdCIL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER 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 EdCIL or otherwise in procuring 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 Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or

unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, 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 officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER 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.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

4. PREVIOUS TRANSGRESSION

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. EARNEST MONEY (SECURITY MONEY)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount of Rs. _____ as Earnest Money / Security Deposit, with the EdCIL through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of EdCIL (India) Limited.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the EdCIL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the EdCIL shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the Bid Document).

5.2 The Earnest Money / Security Deposit shall be valid up to a period of 14 months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the EdCIL to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

6. **SANCTIONS FOR VIOLATIONS**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the EdCIL 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. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and the BUYER 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.
- (iv) To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the EdCIL 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, in order to recover the payments, already made by the EdCIL, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the EdCIL resulting from such cancellation/rescission and the EdCIL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.



- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the EdCIL .
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The EdCIL 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 or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any 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 EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. **FALL CLAUSE**

7.1 The BIDDER undertakes that it has not supplied / is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the EdCIL, if the contract has already concluded.

8. **INDEPENDENT MONITORS**

8.1 The EdCIL has appointed Independent Monitors hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors 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 Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EdCIL.

8.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest,

unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

- 8.7 The EdCIL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the EdCIL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER 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 the seat of the EdCIL.

11. OTHER LEGAL ACTIONS

The actions 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.

12. VALIDITY

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions 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 intentions.

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

EdCIL (India) Limited
Name of the Officer

BIDDER
CHIEF EXECUTIVE OFFICER



Designation

Witness

1. _____

Witness

1. _____

2. _____

2. _____


51