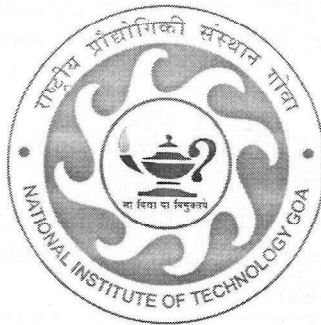


**TENDER DOCUMENT FOR  
MESS SERVICE AT NIT GOA HOSTELS**



**NATIONAL INSTITUTE OF TECHNOLOGY GOA  
KOTTAMOLL PLATEAU,  
CUNCOLIM, SOUTH GOA,  
GOA 403 703**

14/06/2017

## NOTICE INVITING TENDER

The National Institute of Technology Goa (NIT Goa) is an institute of national importance, which is under the aegis of the Ministry of Education, Government of India. Bids under **TWO Bid (Technical & Financial) System** are invited for the award of contract for **Mess Service at NIT Goa Hostels, Cuncolim, South Goa, Goa 403703**, as per the 'Scope of Service', 'Terms & Conditions', and other details specified in this Document.

Brief Details of the Service		
1	Tender Notice No.	<b>NITG/HOSTEL/PUR/2025-26/OW/466</b> <b>dated 28-11-2025</b>
2	Name of Service	Mess Service at NIT Goa Hostels
3	Earnest Money Deposit	<b>Rs. 6,00,000/-</b> in the form of a Demand draft drawn in favor of <b>Director, NIT Goa Fees Account</b> payable at Farmagudi, Ponda-Goa.  Original EMD should be submitted along with the Technical Documents. MSEs are exempted from EMD, in such a case, a Declaration as per the annexure is to be submitted along with the MSE registration certificate.
4	Duration of service	The initial contract period shall be two (02) years from the date of commencement of services. Based on satisfactory performance, the contract may be extended for a further period of one (01) year on the same terms and conditions, subject to the discretion of the Competent Authority of NIT Goa.
5	Contact Officer(s) details	<u>For Service-related queries:</u>  Chief Warden chief.warden@nitgoa.ac.in
6	Pre-Bid Meeting and Site Visit	<u>10 / 12 /2025</u> at <b>11.00 AM</b> in Sardar Patel Administrative Complex, National Institute of Technology Goa, Kottamoll Plateau, Cuncolim, South Goa, Goa 403 703
7	Last Date and Time for receiving Bids	<u>22 / 12 /2025</u> at <b>4.30 PM</b>
8	Tenders to be addressed to	<b>The Registrar, National Institute of Technology Goa, Kottamoll Plateau, Cuncolim, South Goa, Goa 403 703</b>  <b>Note:</b> The Envelop should be properly labelled as "Mess Service at NIT Goa Hostels" and the Tender notice number and date
9	Procurement method	Two-bid system (Technical and Financial)
10	Date of opening of Technical Bid	<u>23 / 12 /2025</u> at <b>10:00</b> hrs.
11	Date and time of opening of Financial Bid	<b>The date and time of opening of financial bids will be conveyed to technically qualified bidders by mail.</b>



12	Performance Guarantee	Rs. 11,00,000/- (in case of Boys Hostel) Rs. 5,00,000/- (in case of Girls Hostel) in the form of a Demand draft drawn in favor of <b>Director, NIT Goa Fees Account</b> payable at Farmagudi, Ponda- Goa.
13	<b>Validity of Tender</b>	<b>120 days from the date of opening of the financial bid</b>
14	Rights of the Institute	The Institute reserves the right to cancel part of the tender or in full at any time without assigning any reason.  The Institute reserves the right to amend any part of the tender on its own or based on the queries received at any time before the last date for receiving the tender.

### **Terms and Conditions (Mess Services at NIT Goa)**

#### **GENERAL INSTRUCTIONS TO TENDERERS/BIDDERS**

**Note:** All the conditions will apply to bidders mentioned in Tender document.

- Competent Authority of NIT Goa reserves the right to reject any or all the tenders/bids without assigning any reason thereof.
- All the conditions will apply to the bidders mentioned in Tender document.
- For any query/Clarification, please contact the Chief Warden of NIT Goa during office hours on working days or e-mail your query to [chiefwarden@nitgoa.ac.in](mailto:chiefwarden@nitgoa.ac.in). Bidders are requested to seek all clarifications through mail at the said e-mail within the stipulated time frame only (i.e. up to two days before the bid end date for bid submission as per NIT above). Please note that no query / input from bidders will be addressed from the point of view of modification of any kind in the terms and conditions of the tender.
- The detail of information to be provided along with bid, sample menu, penalties, permissible consumables and other instructions are appended at Annexures mentioned in this document.
- “BID SECURITY” (also known as Earnest Money Deposit (EMD)) shall mean Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee (including e-Bank Guarantee) from any of the Commercial Banks or payment online in an acceptable form as defined in the bid document, safeguarding the purchaser’s interest in all respects. For participating the Bidder has to submit Bid Security/EMD for the amount of Rs. 6,00,000/- in favor of “The Director, NIT Goa Fees Account” payable at Farmagudi Ponda-Goa. as intimated by the NIT Goa authorities.
- “PERFORMANCE SECURITY” (also known as Performance Bank Guarantee (PBG)) shall mean Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee (including e-Bank Guarantee) from a Commercial Bank or online payment in an acceptable form as defined in the bid document safeguarding the purchaser’s interest in all respects. For Boys Hostel, the PBG will be Rs. 11,00,000/- and for Girls Hostel, the PBG will be Rs. 5,00,000/-
- The Service provider has to abide by the timely submission of Maintenance Fee of Rs. 10,000/- (Rupees Ten Thousand only) + GST (As applicable) latest by 05<sup>th</sup> of every month or working day before 05<sup>th</sup> of every month.

*14/06/2020*

8. The initial **contract period shall be two (02) years** from the date of commencement of services. **Based on satisfactory performance**, the contract may be **extended for a further period of one (01) year** on the same terms and conditions, subject to the discretion of the Competent Authority of NIT Goa.

### **SCOPE OF SERVICE**

The details of the Mess/Catering Services at Hostel Mess, NIT Goa to be provided is as mentioned below: -

General Overview of the service: -

1. The service is required at National Institute of Technology Goa at Cuncolim, Goa to the complete satisfaction of the Institute authorities. This shall include the following:
2. "The Contractor must provide services at no additional cost to NIT Goa (Irrespective of any increase/decrease in the number of students, faculty, or staff members during the contract period).
3. Provisioning, cooking, serving, and all allied services for providing tasty, healthy, and hygienic meals to the mess members, as per a pre-approved menu decided by the Mess Committee/Hostel Council of NIT Goa. A representative menu is enclosed in subsequent sections of this document. For commercial bid evaluation, NIT Goa will determine the lowest per head per day cost, considering factor costs such as logistics, labor, accommodation, raw materials, statutory payments, waste management, etc. This finalized cost shall be disclosed only at the time of commercial evaluation.
4. The tentative meal timings must be strictly adhered to. Any deviation could disrupt Institute operations and will attract penalties as per Annexure G. The Institute reserves the right to revise the schedule any time after the award of the contract. Caterer has to cater according to the following schedule: -

Meal	Weekdays timings	Weekend timings
Breakfast	07:00 hrs. to 09:00 hrs.	07:30 hrs.to 09:30 hrs.
Lunch	12:00 hrs. to 14:15 hrs.	12:00 hrs. to 14:15 hrs.
Tiffin	17:15 hrs. to 18:15 hrs.	17:15 hrs. to 18:15 hrs.
Dinner	19:30 hrs. to 21:45 hrs.	19:30 hrs. to 21:45 hrs.

5. The in-house mess strength during regular semesters (January–May and July–December) is approximately 650 ( $\pm 15\%$ ) for Boys Hostel and 250 ( $\pm 15\%$ ) for Girls Hostel. During vacations, strength drops below 30%. Charges during vacation periods shall be collected directly from students availing mess services. The student strength may vary due to summer/winter courses.
6. The caterer shall maintain a daily attendance record of mess members, properly authenticated for billing purposes.
7. The caterer must engage qualified staff in consultation with Institute authorities. All personnel must be of legal age and appropriately trained. A skilled Mess Manager must be deputed in each shift for supervision. Absence of the Manager during service hours will be considered a violation.

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8. The caterer is responsible for maintaining cleanliness and a professional outlook for all staff, including use of gloves, masks, and uniforms. Staff must maintain personal hygiene at all times.
9. The caterer shall, at their cost, maintain complete readiness in terms of stock of all dry, fresh rations, condiments and other necessary items for running the mess including manpower in case of a bandh, strike or other exigencies.
10. The mess is strictly for NIT Goa campus inmates and authorized personnel. Institute reserves its discretion in availing its services. Caterer will not divert the services of mess to any unauthorized personnel or use his discretion in this regard whatsoever.
11. The caterer (or a responsible representative) must attend monthly Mess Committee meetings. Non-compliance will attract penalties (Refer Annexure G). Additional meetings may be called by the Institute as needed.
12. Regular medical checkups, including COVID vaccinations and any other directed by the Institute, must be arranged for all deployed staff at the caterer's expense.
13. The caterer shall make all necessary arrangements for the accommodation and transportation of all manpower deployed by him to ensure timely mess operations and meal service. The Institute shall have no obligation in this regard. Only essential manpower required for breakfast preparation may be allowed to stay overnight in the hostel premises, subject to approval by the Hall Office.
14. The caterer is solely responsible for the general discipline and conduct of his staff at the Institute at all times. Only individuals with mandatory Police Verification and a clean track record shall be allowed entry and deployment. Any violations will attract financial penalties as deemed fit by the Institute.
15. The caterer shall ensure the upkeep and maintenance of all equipment and infrastructure provided by the Institute, at his own cost. If any additional equipment or consumables are required for the Mess/Catering services, the caterer must procure them at his own expense. No claims in this regard shall be entertained by NIT Goa.
16. The caterer is responsible for the security of the licensed premises, equipment, fittings, fixtures, and furniture at his own cost. Any damage or theft caused by the caterer's staff or negligence must be repaired or replaced by the caterer, and penalties may be imposed by the Institute.
17. The caterer shall maintain absolute hygiene and cleanliness in the mess premises and its surroundings at their own cost. Regular pest control and debugging of the mess area shall be carried out at least once every quarter, or monthly if required, to prevent infestation by rodents, insects, or flies. The caterer shall also ensure proper segregation and disposal of waste in accordance with the Institute's waste management system. Any lapse or non-compliance in maintaining hygiene or pest control standards, if found during inspection, shall be rectified by the caterer immediately. In case the Institute undertakes remedial measures due to non-compliance, the expenses incurred shall be recovered from the caterer.
18. Cleaning and housekeeping of the kitchen and dining areas, as well as cleaning of utensils, cutlery, crockery, kitchen equipment, and furniture is the sole responsibility of the caterer. The caterer must ensure that no dry or wet waste, polythene, or garbage is thrown into drain inlets to prevent choking. Proper maintenance and periodic cleaning of the oil traps installed in the drainage system must also be carried out by the caterer at his own cost to ensure free flow and hygiene.

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19. Waste disposal must comply with Government of Goa guidelines. Currently, wet waste collection fee charged by Cuncolim municipality is Rs. 48,000 per month for 200 kg/day, and this amount may vary depending on changes in municipal rates or waste quantities.
20. The caterer must provide food arrangements for special events like conferences, meetings, workshops, talks, etc., as requested by the Institute. Event-specific menu must be jointly finalized by the Mess Committee, the concerned organizer, and the caterer.
21. An annual price revision of up to 5% may be allowed, taking into account prevailing inflation trends. Any such revision shall be reviewed by the Hostel Management and implemented upon the approval of the competent authority.
22. In addition to mess services for hostel residents, the caterer must also provide food services (as per the menu prescribed by NIT Goa) to faculty, staff, and non-resident students of NIT Goa at the same rates quoted in the financial bid.
23. The caterer shall provide special meals on occasions/festivals, including special luncheons, dinner nights, and other celebratory events as required by the Institute. The menu and rates for such special meals shall be decided separately in consultation with the Hostel Mess Committee and paid separately, similar to the system followed for extra items. Additionally, snacks and tea shall be served on specific occasions such as examinations, meetings, or other Institute activities. The cost for these services shall also be paid separately.
24. The vendor must provide **Jain food** (without onion, garlic, and root vegetables) for students who follow Jain dietary practices. This shall be made available during all meals upon request.
25. The vendor must provide suitable and easily digestible food items (such as khichdi, curd rice, dal rice, boiled vegetables, etc.) to students who are sick, based on the request of the Hostel Warden or authorized hostel staff. These items shall be prepared hygienically and provided at no additional cost unless otherwise specified by the Institute.
26. The vendor shall consult and take suggestions from Institute-designated food/nutrition experts as well as representative residential women (nominated by the Hostel Management Committee) regarding the preparation methods, menu planning, and quality standards. Their recommendations—particularly relating to taste, hygiene, nutritional balance, and student suitability—must be duly considered and incorporated by the vendor. The vendor must cooperate fully in all such consultations and implement corrective measures as advised.
27. The Hostel Management reserves the full right to inspect and taste any food items prepared and served in the mess for the purpose of quality checking. The vendor must cooperate during inspections and implement corrective actions if instructed.
28. Operation of Night Mess: The caterer shall operate a Night Mess facility as per the schedule and requirements of the Institute. The individual food charges shall be borne directly by the students availing the service. The menu and pricing shall be jointly decided by the Hostel Mess Committee in consultation with the vendor. The operation of the Night Mess shall follow all hygiene, quality, and service standards applicable to regular mess services.

29. The preparation areas for the boys' and girls' hostels shall be maintained separately to ensure smooth and organized food service operations. The approximate strength of the hostellers is 650 boys and 250 girls. The caterer shall ensure that both preparation and distribution are managed accordingly to meet the dietary and logistical needs of each hostel without any compromise on quality, hygiene, or punctuality.

### **Legal Terms:-**

The Performance Bank Guarantee (PBG) shall serve as security against any default in performance and violation of the terms and conditions of the contract. The Guarantee must remain valid for the entire duration of the Contract period, plus an additional sixty (60) days as a grace period from the date of issuance of the PBG. Failure to submit the Performance Bank Guarantee within the stipulated time shall constitute a violation of the tender terms and conditions and may result in appropriate action, including but not limited to cancellation of the work order and debarment of the contractor/firm for a period of two (2) years.

#### **A. Statutory Documents and Compliance:**

- i. In the event of award of the contract, the caterer shall register with the Regional Labor Commissioner, Goa, as a caterer under the Contract Labor (Regulation and Abolition) Act, and shall obtain a valid Labor License along with the completion of all other required formalities.
- ii. The caterer shall strictly adhere to all applicable labor laws, including but not limited to the Provident Fund Act, Minimum Wages Act, prescribed working hours, bonus payments, and issuance of salary slips, experience letters, ID cards, Gate Passes, and any other statutory obligations as applicable. Failure to comply with these requirements will attract penalties as decided by the Institute.
- iii. The caterer shall ensure that all mess workers engaged by him are paid wages in accordance with the Minimum Wages Act. Payment must be credited directly into the bank accounts of the employees no later than the 7<sup>th</sup> day of every month. A copy of the monthly bank statement showing such payments must be submitted to the Hall Managers. The caterer shall also provide EPF and ESI benefits to all eligible workers as per the statutory requirements, with proof of compliance submitted to the Hall Office on a monthly basis.
- iv. The caterer shall not employ child labor under any circumstances. Any violation of this clause will attract legal action as per prevailing laws and regulations.

#### **B. Infrastructural and equipment related terms:-**

1. Maintenance jobs such as repair of all mess equipment and all related running expenses shall be the sole responsibility of the caterer at his/her own cost. Prospective bidders may visit the Institute premises, if they wish, to inspect the available equipment in the Mess area prior to submitting their bids. High uptime and sound upkeep of the NIT Goa mess equipment is essential. Any deviation in menu or service due to non-repair or breakdown of equipment will attract penalties as per Annexure G.
2. The caterer shall arrange all cooking and serving utensils at his/her own cost, including but not limited to plates, glasses, cups, spoons, and forks. All serving utensils and related items must be vetted and approved by NIT Goa authorities for

their quality and fitness before use. Procurement of such items must therefore be made in consultation with the concerned authorities. The upkeep, maintenance, and safe custody of all items provided by NIT Goa will also be the sole responsibility of the caterer.

3. The caterer shall make necessary provisions for commercial cooking gas cylinders and associated requirements for cooking activities at his/her own cost. No reimbursement will be made by the Institute in this regard.
4. The cost of water and electricity consumed for Mess operations shall be borne entirely by the caterer. If separate electricity and water meters are not installed for the Mess premises, a pro-rata share of the utility charges, as determined by the Hostel Administration, shall be payable by the caterer. The decision of the Hostel Administration in this regard shall be final and binding.

**C. Terms related to Cleanliness and Hygiene:-**

- i. Cleaning and housekeeping of the kitchen, dining area, and associated spaces shall be the sole responsibility of the caterer. Cleaning of utensils, cutlery, crockery, kitchen equipment, furniture, and fitments must be done regularly and diligently. The highest standards of hygiene are expected at all times. Any violation will attract financial penalties as laid down in the tender document.
- ii. The caterer shall make necessary provision for sufficient liquid soap for hand washing, clean towels, and other hygiene-related consumables as advised by the Institute authorities.
- iii. The caterer must provide necessary hygiene and cleanliness training to all mess workers in consultation with Institute authorities to ensure maintenance of the highest possible standards.
- iv. NIT Goa reserves the right to inspect cleanliness, pest control, fumigation, and upkeep of premises, quality of rations, and other hygiene-related deliverables at any time without prior notice.
- v. NIT Goa is a tobacco-free and alcohol-free campus. None of the staff deployed at the campus shall possess or consume tobacco products such as bidi, cigarette, chewing tobacco, gutkha, masala, pan, alcohol, or any banned substances. Violations will attract penalties. Repeated lapses could lead to termination of the contract.
- vi. Waste disposal shall be the sole responsibility of the caterer. This includes daily segregation and timely disposal of kitchen waste at a pre designated location within the mess premises for further composting and vermicomposting at the caterer's cost. At present, wet waste collection charges by the municipality are ₹48,000/- per month for handling 200 kg/day. These charges may be revised depending on changes in municipality rates or waste quantity.
- vii. The caterer shall ensure that the water used for cooking and other mess operations is clean, safe, and hygienic, fit for human consumption and food preparation.

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#### **D. Daily functioning of the mess:-**

- i. A sample menu is provided at Annexure E for representational purposes only and is subject to change within reasonable limits through mutual consultation. The final menu will be decided by the Institute and must be strictly followed by the caterer. The menu will normally be formalized on a monthly basis, and any deviation from the approved menu is strictly prohibited unless prior written permission is obtained from the competent authority
- ii. The caterer shall ensure a complete and seamless chain of activities to provide healthy, hygienic, and tasty meals on time to all inmates on all days without exception. In doing so, the caterer is expected to maintain the highest standards of food quality, service, aesthetics, layout, professionalism, hygiene, and cleanliness to the utmost satisfaction of the Institute authorities. To consistently achieve and improve these standards, the caterer must upgrade the skills of the deployed workforce through periodic training and upskilling at their own cost.
- iii. In addition to the regular menu, the caterer shall also make provision for paid extra items to be made available with specific meals, as indicated in the representational list placed at Annexure F. The final list of extra items, along with mutually agreed rates, will be finalized on a weekly basis in consultation with the mess committee. The availability of these extra items will be managed through the registration of interested students by the caterer.

#### **Minimum eligibility Criteria:-**

***The bidders having following minimum qualification are eligible for bidding:***

- a) The bidder should have minimum 3 (Three) years of experience in providing catering services, for a minimum of 600 persons at CFTIs/SFTIs like IITs/IIMs/IISER/NITs/Central Universities, etc. (Completion certificate must show that the agency has 3 years continuous service in catering preceding the date of publish of Tender Document of NIT Goa. There should not be any break in the 2 years period)
- b) Must have successfully completed annual catering services at CFTIs/SFTIs like IITs/IIMs/IISER/NITs/Central Universities, etc. during the last Three (3) Years preceding the date of publish of Tender:
  - i. **Three completed Annual Catering service contract each costing not less than the amount equal to Rs. 1,39,20,000/-**  
**OR**
  - ii. **Two completed annual catering service contract each costing not less than the amount equal to Rs. 1,74,00,000/-**  
**OR**
  - iii. **One completed annual catering service contract each costing not less than the amount equal to Rs. 2,78,40,000/-**

The caterer must produce work completion certificate from the clients for the above works as documentary proof (along with stamp and signature of client on their firm letterheads). The work completion certificate should invariably mention the details of service provided, the date of commencement, the date of completion of the service and the annual cost clearly. Any misleading and vague information/ incomplete information in this regard, if furnished, leading to difficulty in calculating the experience/ annual cost may result in the rejection of the tender.

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- c) The bidder/Company/Firm/Service Provider shall have an average annual turnover of Rs. 2 Crore or more (catering services only) in the last three financial years. The annual turnover should be certified by a registered chartered accountant and the same to be attached along with the bid (with stamp and signature of Registered Chartered Accountant).
- d) The Bidder must possess a Bank Solvency Certificate of Rs. 90,00,000/-. A copy of the valid Bank Solvency Certificate must be attached with the bid, duly stamped and signed by the issuing bank.
- e) FSSAI Registration Certificate from State Government Authorities OR Central Government Authorities must be attached along with bids duly stamp and sign failing which bid will be rejected.
- f) The bidder / Company / Firm / Service Provider should have valid PAN and GST number and the copy of the same (duly stamp and signed) to be attached along with the bid.
- g) The bidder / Company / Firm / Service Provider should be registered with appropriate authorities under the Employees Provident Fund and Employees State Insurance Act certificate for the same to be attached (with stamp and sign of the bidder) failing which bid will be rejected
- h) The bidder /Company / Firm / Service Provider shall submit an affidavit duly notarized on a Rs.100/- judicial stamp paper stating that the Service Provider has not been blacklisted by Central Government/ State Government/ any PSU/Private organizations as on the date of submission of the bid.
- i) Duly stamped and signed entire Tender document (excluding Annexures)

**Relaxation to MSME/STARTUP Firms: -**

- a) EMD & Tender fee (if any) are exempted for MSE/STARTUP firms as per GFR 2017.
- b) MSE and Startups are exempted from Prior Turnover and Experience criteria.

MSE and Start Ups claiming above relaxation have to attach valid Certificate of MSE and Start Up firm from concerned authority.

Non-compliance with any of the above conditions by the Service Provider /bidder/firm/company will be treated as non-Eligibility for this tender and his bid will be rejected being non-responsive.

**NOTE:** The Competent Authority NIT Goa reserves the right to accept and reject any bid without assigning any reason thereof. Further, no correspondence will be entertained in this regard.

**Evaluation Criteria: -**

a) **Technical Bid Evaluation Scheme:**

The technical committee will evaluate the bids on various parameters as detailed above based on the duly signed documents submitted in technical bid by prospective bidders. Financial bids will be open only to those that are found to be technically qualified.

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**b) Financial Bid Evaluation Scheme:**

Financial Bids of Technically qualified bidders will be evaluated on the basis of total lowest price offered per head per day amongst the qualified bidders. L1 firm / bidder shall be decided on the basis of lowest rate offered for the said service. However, L1 bidder will have to submit the break-up of Price Bid as per Annexure D in this document.

**The bidders will have to quote the price considering the following: -**

- i. Kitchen equipment will be provided by the Institute based on existing availability. Any additional requirement of equipment shall be the responsibility of the service provider at their own cost. The service provider shall also ensure the upkeep and maintenance of all kitchen equipment—both provided by the Institute and any additional equipment—at their own expense.
- ii. The vendor shall provide serving items such as plates, spoons, glasses, and other utensils required for food service. The quality and quantity of these items must be approved by Hostel Management before commencement of services and shall be maintained throughout the contract period.
- iii. Kitchen equipment will be provided by the Institute based on existing availability. Any additional requirement of equipment shall be the responsibility of the service provider at their own cost. The service provider shall also ensure the upkeep and maintenance of all kitchen equipment—both provided by the Institute and any additional equipment—at their own expense
- iv. Charges for water (used for cooking and cleaning) and electricity shall be borne by the Contractor. These charges will either be recovered as per actuals or in a manner as decided by the Competent Authority
- v. A Monthly Maintenance Fee of ₹10,000/- + GST shall be applicable to the contractor awarded the order. This fee must be paid in advance on or before the 5th day of every month
- vi. The Price Bid must be quoted considering the Minimum Wages for Area 'B', as prescribed by the Ministry of Labour & Employment, Government of India, applicable on the date of submission of this Tender. Additionally, the bidder must account for ESI, PF, and other statutory liabilities as per applicable Central Government laws and provisions
- vii. Conditional or ambiguous price bids will be considered non-responsive and are liable to be rejected. All price components must be clearly specified
- viii. In case, more than one bidder is identified as L1 then in such cases NIT Goa reserves the right to allocate the Hostel accordingly to the L1 bidders.
- ix. An annual rate of increase in the quoted rates may be considered up to 5%, in line with prevailing inflation trends, subject to approval by the Competent Authority
- x. The minimum quote price shall be ₹150/- per plate per day (inclusive of all taxes). Any bid quoting a lower rate will be summarily rejected
- xi. It is mandatory for the bidder to visit the hostel premises (both Boys' and Girls' Hostels) to assess the existing facilities before submitting the bid. A Site Visit

Certificate, duly signed by the Hostel Warden/Chief Warden, must be uploaded along with the bid. Failure to comply will result in disqualification.

**Bid Evaluation and Criteria for award of tender:**

- i. Technical bids shall be evaluated first.
- ii. Financial bid of technically qualified bidder shall only be opened.
- iii. The institute has two hostels mess, (i) Boys hostel mess to serve approximately 650 numbers of students, (ii) Girls hostel mess to serve approximately 250 numbers of students.
- iv. Allotment of First Hostel mess: L-1 bidder will be given the opportunity to choose any ONE hostel mess out of TWO hostel mess mentioned above of their choice (Boys hostel/Girls Hostel) and a contract will be awarded to L-1 for the selected hostel Mess.
- v. L-2 and L-3 bidders shall be asked to match L-1 price.
- vi. Allotment of second Hostel Mess: If L-2 agrees to match L-1 price, then L-2 will be given the opportunity to run the second hostel mess. If L-2 does not agree to match L-1 price, then the opportunity shall be given to L-3. The price negotiation will be done through the constituted committee.

**Note:** In case number of bidders is more than three, even then L-1 price match will be asked up to L-3 bidder only. Institute prefers to allot only one hostel mess for one bidder. However, if bidders (L-2 and L-3) do not agree to match L-1 price, then the institute may consider allotting the second hostel mess also to the L-1 bidder.

**Special Terms and Conditions: -**

The bidding firms are advised to study carefully the various clauses contained in the Special Terms and Conditions before submitting their bids. Firms willing to participate in the tender may also visit NIT Goa and acquaint themselves with the nature and quantum of work involved before submitting the bids.

**Contract Implementation**

- i. Sub-contracting of the service will not be allowed.
- ii. People below the age of 18 shall not be engaged for the work. The caterer will submit a medical certificate/any other certificate as age proof of the workmen deployed by him. The caterer will also submit a medical certificate to the effect that the workmen deployed by him are fit for work and are not suffering from any contagious/transmissible disease.
- iii. Caterers shall not change any employee without consent of the authorized representative of the NIT Goa. He shall also ensure physical availability of his mess manager for mustering in/out the workmen at the hostel gate and supervise their work on daily basis.

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- iv. The caterer(s) shall maintain a register of all his employees and the work assigned to them on daily basis. He should be in a position to produce the same at any given time.
- v. The register shall be authenticated by the authorized representative(s) of Institute on daily basis before closing of the shift.
- vi. Caterer will provide his telephone numbers of his office/residence/mobile on which he can be accessed / approached by Institute.
- vii. The caterer will be accountable for any accident, injury and loss of life to the workers deployed by him and shall be responsible for payment of compensation as per law. If need arises, the Institute will recover such amount from the caterer to effect payment to the affected person(s).
- viii. The successful agency / firm / company will have to deposit the Performance Bank Guarantee (PBG) in the form of an irrevocable bank guarantee issued by any nationalized bank in the favor of "DIRECTOR NIT GOA FEES ACCOUNT" for the amount mentioned in Tender document within 15 days from the date of issue of service order. This Bank Guarantee will be held against in default in performance and violations of terms and conditions. The Guarantee shall be kept valid for a period of one year or extended period if any plus 60 days' grace period from the date of issue of PBG. Failure to deposit the performance bank guarantee within the stipulated time will be a violation of the terms and condition of the tender and suitable action shall be taken against the contractor including cancellation of the service order/contract and debarment of the firm up to two years as per decision of the NIT Goa Competent Authority.
- ix. The Service Provider has to start the service within 15 days from the award of the service order.

#### **Termination of Contract: -**

The agreement may be terminated under the following circumstances: -

- a) Upon completion of the contract period as specified in this agreement.
- b) By the Institute, on account of any of the following reasons:
  - i. Breach of any terms and conditions of this agreement by the Contractor.
  - ii. Unauthorized assignment of the contract or any part thereof to a sub-contractor without prior written approval from the Institute.
  - iii. Declaration of insolvency of the Contractor by a competent court of law.
- c) Termination by either party with prior notice:
  - i) The Contractor may terminate the contract with the National Institute of Technology Goa (NIT Goa) by providing a notice for a period of four (4) months.
  - ii) NIT Goa reserves the right to terminate the contract at any time during its tenure for unsatisfactory service or any other valid reason by serving a one (1) month notice.
  - iii) During the notice period for termination, the Contractor shall continue to provide services diligently and without disruption until the expiry of the notice period.

*14 Aug*



## **Safety & Insurance: -**

- i) The caterer shall follow safety procedures in all respects.
- ii) The caterer will adhere to safe working practices and will take all safety measures necessary for safety of his workmen. He will remain responsible for the safety of his engaged persons. The caterer should provide all necessary safety instructions, personal protective safety equipment to the persons engaged by him as applicable and required.
- iii) The caterer will ensure that the workmen maintain good personal hygiene and shall need to be free from any contagious diseases. The workforce will be subjected to medical check- up of appropriate medical authority identified by NIT Goa. Unfit personnel will not be deployed by the contractor. The expenditure on this will be paid by the Caterer.
- iv) The caterer has to ensure safety and insurance regarding COVID OR Post COVID OR any pandemic protocol for their contracted workers.
- v) The caterer shall be liable to bear all expenses / damages / compensation in the event of any injury or loss of life of the personnel engaged by him while on duty.

## **Security: -**

- i) The caterer and all personnel engaged by them must have a clean police record and maintain good conduct. It is the caterer's responsibility to initiate police verification and security clearance for all workers and supervisory staff at the time of issuing the supply order. Proof of submission of verification forms to the concerned Police Department must be furnished within 45 days of signing the contract.
- ii) The Institute's security office will maintain an attendance register for the caterer's personnel, recording their "IN" and "OUT" timings, with signatures taken accordingly.
- iii) The caterer shall strictly adhere to all security protocols and instructions issued by NIT Goa. All personnel deployed by the caterer shall be subject to routine and random security checks while entering, exiting, or moving within the campus. Any breach or violation of security regulations by the caterer's staff shall be the sole responsibility of the caterer.
- iv) The caterer is accountable for the proper conduct and behavior of all personnel engaged. If any individual is found to be involved in undesirable or objectionable activities, the Institute reserves the right to demand their immediate removal and replacement without dispute.
- v) The Institute reserves the right to deny entry or deployment of any or all personnel of the caterer within the campus without assigning any reason.
- vi) In the event of any damage to Institute property or harm caused to the life or well-being of its employees, students, or their dependents, the caterer shall be held liable. The caterer shall bear the full cost of compensation, as assessed by authorized representatives of the Institute. Compensation for damage to property shall be recovered at current market value, and legal proceedings may be initiated as per applicable laws.

14 All

- vii) Penalties, as specified in Annexure G, shall be imposed if any act of negligence, default, or violation of contract terms by the caterer's staff is observed.

**Statutory Obligations: -**

The caterer shall abide by and comply with the provisions of all the Acts, Rules and notifications issued by Central/State Govt. as applicable from time to time in respect of the contracted work and all staff employed by him at his own risk & cost. Responsibility of complying with all central/state labor laws applicable to him will be the responsibility of the service provider. Caterer to indemnify the Institute from all the consequences or statutory obligations arising out of central/state/local government laws applicable to service provider during contract period

**Payment to the Caterer(s): -**

**i) Monthly Payment:**

Payment to the caterer shall be made on a monthly basis upon submission of invoices along with a work completion certificate issued by the authorized representative of the Institute.

**ii) Withholding of Payment:**

In case of any deficiency in services, non-payment or inadequate payment of wages to staff, or failure to clear dues to vendors/suppliers, the Institute reserves the right to withhold bill payments until all such issues are resolved to its satisfaction.

**iii) Deductions and Penalties:**

The Institute shall have the right to make deductions from the caterer's bills on account of penalties for violations of rules, breach of contract terms, damages, liabilities, or any other justified reason during the execution of the contract.

**iv) Recovery for Unfulfilled Obligations:**

The Institute further reserves the right to recover from the caterer's bills any amounts payable towards the caterer's contractual obligations in case the caterer fails to discharge them, including but not limited to payments to staff, vendors, or statutory liabilities. In case the caterer fails to fulfill any work or part thereof, or any responsibility under the contract, NIT Goa shall have the right to get the same executed either on its own or through another agency, and the entire cost incurred shall be borne by the caterer. If the caterer fails or refuses to bear any such costs, the amount shall be deducted from the monthly bill, with or without the caterer's consent.

**General: -**

- a. The people employed by the caterer will have no right whatsoever to claim permanent/temporary employment in this organization. There will be periodical as well as surprise checking of the services provided by the caterer for the subject job by the representative of the Institute. In case of default, the contract will be liable for short closure of supply order forfeiting the 100% security deposit.
- b. The personnel deployed by the caterer will not become members of any trade union of the Institute. If the personnel employed by the caterer indulge in union activities which affect the service obligation of the caterer or safety and security of the Institute, the contract will be liable for termination. In the event of violation, they will be debarred from entering Institute premises and the contract can also be considered

for termination.

- c. Further, the personnel deployed by the caterer shall not engage themselves in any undesirable activities within the Institute premises. They shall not indulge in any business dealings with any agency directly or indirectly associated with the Institute or in trade union activities. In the event of violation, they will be debarred from entering the Institute and contract can also be considered for termination and forfeiture of the security deposit.
- d. The personnel deployed by the caterer should be available at the place of work defined for them. They must not visit undesignated places without valid authorization by the Institute.
- e. No housing/accommodation will be provided by the institute to the personnel deployed by the caterer. However, necessary staff to prepare breakfast may be allowed to stay inside hostel premises with prior approval of the Competent Authority of Institute.

**Indemnity Clause: -**

The caterer has to execute an indemnity bond stating, "The caterer indemnifies NIT Goa of any issues arising due to un-hygienic preparation, personal hygiene issues and (or) storage of food, improper usage of ingredients and compliance of labor laws and any such issues that may cause harm to anyone using mess catering service due to inefficient or faulty operation".

**FSSAI Audit Certificate: -**

In order to strengthen the food safety surveillance, and to ensure food and safety compliance, the caterer has to get the NIT Goa mess operation periodically audited as per FSSAI norms in accordance with Food Safety and Standards (Food Safety Auditing) Regulations, 2018 out of his own cost. The audit report has to be presented to the Institute as and when received from the concerned authorities. Failure to submit timely audit report will attract penalty (Annexure 'G' Refers)

**Amendment of Tender Document: -**

At any time prior to the last date for receipt of bids, Institute may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender document by an amendment. Further, Institute may at its own discretion extend the last date for the receipt of bids.

**Legal Matter: -**

All Domestic and International disputes are subject to Goa Jurisdiction only.

**Arbitration: -**

- a. The Contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever, the decision whereof is not herein otherwise provided for shall arise between NIT Goa and the bidder in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination.
- b. Abandonment or breach of the contract, at first instance whatever disputes will be first settled through Arbitration as per THE ARBITRATION AND CONCILIATION



ACT, 1996. The decision made by Arbitrators through Arbitration and Conciliation Act 1996 will be binding on both the parties.

- c. In case of no result or no decision of dispute (between both the parties i.e. Service provider and NIT Goa) through Arbitration and Conciliation Act, 1996 the same may be subject to courts within Jurisdiction of Goa state only. The competent courts at Goa shall have jurisdiction to decide the disputes which arose under this contract only if the matter or issue or disputes or by whatever similar name called, if not resolved through Arbitration as per THE ARBITRATION AND CONCILIATION ACT, 1996.
- d. The fees, if any, for the courts including advocate/lawyer fees, if required to be paid before the award is made and published, shall be borne by the Licence/Contract holder.

14/6/21

**Information to be submitted along with the bid is as follows**

(First sheet shall be on the letterhead and all the pages have to be authenticated at the bottom)

1. Proof of existence of the firm during last 5 years (i.e. Since March 2020 or earlier):  
Yes/No.
2. Document in support of the proof available at page number of Bid Document:
3. Average annual turnover for the 03 financial years.

Financial Year	Turnover in Rupees (Rs. In Lakhs)	Page number of document

4. Whether the bidder has carried out and successfully completed similar services in CFTIs/SFTIs like IITs/IIMs/IISER/NITs/Central Universities, etc. during the 3 Years (Three Years) (Proceeding date of publish of Tender document).

Sl. No.	Description of the service	Name of the client	Name, Address & Contact No. of the Client for whom the service was carried out	value of the service	Period of the service	Mode of Proof	Available at which page of the bid document?

- **Duly attested photocopy of all the supporting documents is required to be attached supporting the facts and figures mentioned above**

*14 June*

## Application Form

(To be submitted along with the Technical Bid enclosing photocopies of certificates)

1	Name of the Applicant	
2	Address of the registered office	
3	Year of Establishment	
4	Type of Organization (whether proprietorship, partnership, Private Ltd. Company or Co-operative body etc. In case the applicant is a non-individual, Certified copy of a Partnership deed/ Certificate of Incorporation/ Certificate of Registration issued by the Registrar of Cooperative Societies/ enclosed)	
5	Name of the Proprietor, Partners/ Directors of the applicant with addresses and phone numbers:	
6	Details of Registration (if applicable): (Name of registering authority, date and registration number)	
7	Number of years of experience in the relevant field:	
8	Address and phone numbers of office through which the proposed service of running mess in NIT Goa will be handled and the name & designation of the in-charge:	
9	PAN Number (photocopy to be enclosed):	
10	Income Tax return filed for last three Financial Years (Yes/No) (If yes, please enclose copies)	
11	GSTIN (Number & photocopy of certificates to be enclosed)	
12	Whether ESI and EPF norms are complied: Yes/ No (Reg. copies to be enclosed) ESI Registration No: EPF Registration No	
13	Number of persons employed Permanent: Temporary:	
14	Yearly turnover of the organization during any three years w.e.f. 01-04-2020 to 31-03-2025 (Enclose proof)	
15	List of similar service executed (attached copies of service orders). Certificate of satisfactory performance of running of the Mess/ Cafeteria/ Canteen from the employer must be enclosed.	
16	Annual Turnover related to mess during any three years from 01-04-2020 to 31-03-2025	
17	Details of Relevant and Latest ISO or other certification (as applicable)	
18	Details of FSSAI Certification	
19	Certificate of Registration with concerned Labor commissioner office	
20	Affidavit for non-blacklist of the firm	

14/04/2020

## Technical Compliance Statement

Sl. No.	Description	Page no.
1.	3 years (Three years) of experience in providing catering services for a minimum of 600 people at CFTIs/SFTIs like IITs/IIMs/IISER/NITs/Central Universities, etc. (Completion certificate must show that the agency has 2 years of continuous service preceding to the date of publish of this Tender Document)	
2.	Annual catering services with requisite value of contract (as mentioned in Minimum eligibility Criteria) in CFTIs/SFTIs like IITs/IIMs/IISER/NITs/Central Universities, etc. last Three Years preceding date of publish of <b>this Tender Document</b>	
3.	<b>CA certified document pertaining</b> to Average annual turnover of Rs. 2 crore or more (from catering services only) of three financial years.	
4.	Food Safety and Standards Authority of India (FSSAI) Certification (self-certified by bidder with duly stamp and sign)	
5.	Valid PAN and GST Number (duly stamped and signed copy to be attached)	
6.	ESI and EPF Registration Number (duly stamped and signed copy to be attached)	
7.	An affidavit duly notarized on a Rs.100/- judicial stamp paper stating that the Service Provider has not been blacklisted by Central Government/ State Government/ any PSU /Private hotels as on the date of submission of the bid.	
8.	Duly stamped and signed entire Tender document (excluding Annexures)	

Note: Relaxation to MSME/STARTUP Firms: -

- EMD & Tender fee (if any) are exempted for MSE/STARTUP firms as per GF 2017.
- MSE and Startups are exempted from Prior Turnover and Experience criteria.

MSE and Start Ups claiming above relaxation have to attach valid Certificate of MSE and Start Up firm from concerned authority.

14/11/2017

(On letterhead of the firm)

**PRICE BID**

Sr. No	Meal	Per Head Cost	Total cost for 800 (Tentative)
1	Breakfast		
2	Lunch		
3	Evening Tiffin		
4	Dinner		
	Total		
	GST (@5%)		
	Grand total		

**Note: - Annual rate of increase may be considered up to 5 %**

- The bidder is to acquaint himself with the scope of service, all terms and conditions, facilities provided by the Institute & penalty details etc. of the tender document before quoting the rates.
- As provided in the above format, the bidders will have to quote the price for the student strength of minimum tentative 800 Nos. L-1 firm shall be decided on the basis of the lowest rate offered for providing food service above.
- The quoted daily rate should be inclusive both capital and operation cost as well as applicable taxes that is the above rates will be inclusive of fuel, cost of procurement of rice, wheat and all other provisions, vegetables, fruit, unloading and loading, transportation, storage, all statutory taxes including service tax, duties and levies etc., per student.
- The bidders are to strictly adhere to the minimum wages (including VDA), ESI, EPF & any other statutory requirement under the prevalent rules applicable for Area "B" prescribed by Central Ministry of Labor and Employment, Govt. of India. Under no circumstance, the rates payable to manpower being deployed should be lower than the prescribed rates.
- No ambiguity/Conditional Offer should be there in the quoted price. The same will be non-responsive and is liable to be rejected.
- In case, more than one bidder is identified as L1 then in such cases NIT Goa reserves the right to allocate the Hostel accordingly to the L1 bidders.

Signature and stamp  
Full Name of the Bidder  
Address of the Bidder

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PIN  
E-mail Address

PIN \_\_\_\_\_ State \_\_\_\_\_

Contact No.

\_\_\_\_\_

*18/06/2018*



## Annexure 'E'

Item type	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Main Dish	Daliya	Tomato +Onion Utappa	Aloo Paratha +Curd	Idli /Vada	Poori Bhaji	Veg.Paratha /Paneer Paratha	Masala Dosa
Add On	Sev + Lemon + Onion	Sambhar +Coconut chutney	Chutney +Ketchup	Sambhar +Coconut chutney	Coconut Chutney	Curd	Sambhar +Coconut chutney
Egg Item	Boiled eggs/Omelet	Boiled eggs/Paneer Bhurji	Boiled eggs/Omelet	Boiled Eggs /Paneer Bhurji	Boiled eggs/Omelet	Egg Bhurji/ Paneer Bhurji	Boiled eggs/Omel et
Sprouts	Sweet corn	Sprouted moong + Boiled Chana	Boiled Chana	Boiled Chana	Boiled Groundnuts	Mixed Pulses	Sprouted moong
Brown bread +Butter+Jam	Multigrain Bread+Butter +Jam	Bread +Peanut butter +Jam	Multigrain Bread Butter+Jam	Bread +Peanut butter +Jam	Brown bread +Butter+ Jam	Bread +Peanut butter +Jam	Brown bread + Butter+Ja m
Beverages	Milk+ Tea +Coffee	Milk+ Tea +Coffee	Milk+ Tea +Coffee	Milk+ Tea +Coffee	Milk+ Tea +Coffee	Milk+ Tea +Coffee	Milk+ Tea +Coffee
Milk add - on	Bournvita + Corn Flakes +Chocos	Bournvita + Corn Flakes +Chocos	Bournvita + Corn Flakes +Chocos	Bournvita + Corn Flakes +Chocos	Bournvita + Corn Flakes +Chocos	Bournvita + Corn Flakes +Chocos	Bournvita + Corn Flakes +Chocos
Fruits	Seasonal Fruits	Seasonal Fruits	Seasonal Fruits	Seasonal Fruits	Seasonal Fruits	Seasonal Fruits	Seasonal Fruits

Gravy	Malai Kofta	Chhole/Seasona l veg curry	Mutter Paneer	Lobia/Seasonal veg curry	Aloo Soyabean Gravy	Rajma/Seaso nal veg curry	Matki Usal
Dry Vegetable	Gajar Mattar	Aloo Singdana	Beans	Tondil Masala	Bhindi	Cabbage	Aloo Jeera Fry
Dal	Sambhar /Rasam	White Masoor dal	Dal Palak	Black Masoor Dal	Dal Makhani	Dal Tadka	Dal Methi
Indian Bread	Roti +Butter Roti	Poori	Roti +Butter Roti	Plain Parata	Roti +Butter Roti	Makki Roti	Jowar Roti
Rice	Kerala rice	Jeera Rice	Jeera rice	Tomato Rice	Masala Rice	Plain Rice	Plain Rice+Dal khichdi
Curd Item	Curd +Sugar	Curd +Sugar	Curd +Sugar	Curd +Sugar	Curd +Sugar	Curd +Sugar	Curd +Sugar
Papad	Frames	Fried Papad	Frames	Fried Papad	Fried Papad	Frames	Fried Papad
Salad	Onion +Cucumber +Carrot +Lemon + Raddish + pickle	Onion +Carrot +Tomato +Lemon+ Raddish +Pickle	Onion +Cucumber +Carrot +Lemon +Raddish + pickle	Onion +Cucumber +Beetroot +Lemon +Raddish+ pickle	Onion +Cucumber +Beetroot +Lemon+ Raddish+ pickle	Onion +Cucumber +Beetroot +Lemon+ Raddish+ pickle	Onion +Carrot +Tomato +Lemon+ Raddish +Pickle

Main Snack	Toasted Pav Bhaji	Samosa/Pani Puri	Red Pasta /Macroni	Aloo Tikki Chat/Dahi vada chat	Veg Grilled Sandwich	Dhokla	Maggi
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14/06/2020



Add-ons	Lemon +Onion	Red +Green Chutney/Fried Green Chilli	Sauce	Red Chutney	Sauce	Red +Green Chutney	Sauce
Bread +Butter +Jam	Bread +Butter +Jam	Bread +Butter +Jam	Bread +Butter +Jam	Bread +Butter +Jam	Bread +Butter +Jam	Bread +Butter +Jam	Bread +Butter +Jam
Fruits	Fruit Bowl	Fruit Bowl	Fruit Bowl	Fruit Bowl	Fruit Bowl	Fruit Bowl	Fruit Bowl
Beverages	Milk +Tea +Coffee	Milk +Tea +Coffee	Milk +Tea +Coffee	Milk +Tea +Coffee	Milk +Tea +Coffee	Milk +Tea +Coffee	Milk +Tea +Coffee
Curry	Kala Chana	Palak Paneer	Chicken Kolhapuri +Kadai Paneer +Chicken Soup /Veg Soup	Mushroom +Baby Corn	Chhole	Egg Curry +Veg Korma	Butter Chicken /Butter Paneer +Chicken Soup/Veg Soup
Dry Vegetable	Mixed Veg	Beetroot /Padwal Poriyal	Baigan Masala	Green Peas Masala	Seasonal Green Vegetable	Cauliflower	Aloo Mattar, Arhar Dal, Roti +Butter Roti
Dal	Chana Dal	Moong Dal	Dal Makhani	Black Masoor Dal	Moong Dal	Dal Tadka	Veg. Biryani + Mix Veg. Raita
Indian Bread	Lacha Parata	Roti +Butter Roti	Chapati	Roti +Butter Roti	Bhature	Roti +Butter Roti	Onion +Cucumber +Beetroot +Lemon + pickle, Rice Phirni +Ice cream
Rice	Steamed Rice	Jeera Rice	Steamed rice	Steamed Rice	Plain Rice	Jeera Rice	(OR)
Salad	Onion +Carrot +Tomato +Lemon +Pickle	Onion +Cucumber +Beetroot +Lemon + pickle	Onion +Cucumber +Tomato +Lemon +Pickle	Onion +Cucumber +Carrot +Lemon + pickle	Onion +Cucumber +Tomato +Lemon + pickle	Onion +Cucumber +Beetroot +Lemon + pickle	Chicken Biryani/ Paneer Biryani +Chicken Soup +Veg Soup +Onion +Cucumber +Beetroot +Lemon + pickle+ Rice Phirni +Ice cream
Sweet Dish	Gajar/Moong Dal Halwa	Sewaiyan Kheer	Jalebi + Ice cream	Fruit Custard	Gulab Jamun	Shahi Tukda	

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### Specific detail of menu

#### Breakfast

Item	Frequency	Quantity	Comments
Pure Milk (untoned)	Daily	Limited (200 ml)	
Toasted white and whole wheat bread with jam	Daily	Unlimited	
Butter	Daily	Unlimited	
Tea and Coffee	Daily	Unlimited	
Egg	Daily	2 eggs	
Corn flakes /Wheat Oats	Daily	1 bowl (25 grams)	

#### Lunch and Dinner

Item	Frequency	Quantity	Comments
Indian Bread (with or without ghee)	Once per meal	Unlimited	
Plain white rice	Once per meal	Unlimited	
Jeera rice	Once per week	Unlimited	
Pulav/Biriyani	Once per week	Unlimited	
Egg	Once per week	2 eggs	
Chicken/Paneer	as per the menu	150 Grams (raw)	
Sambar and Curd rice	Once per week	Unlimited	
Dal	Once per meal	Unlimited	As per menu without Repetition
Dry Sabji	Once per meal	Unlimited	As per menu without Repetition
Vegetable curry	Once per meal	Unlimited	As per menu without Repetition

Curd	Once meal	per	200 Grams	
Masala Papad	Once meal	per	Unlimited	
Vegetable salad (Tomatto, Cucumber, beet root, carrot)	Once meal	per	Unlimited	With sufficient variation (Onion should be put separately)
Drinks	Once meal	per	Unlimited	As per menu
Pickle/Chutney	Once meal	per	Unlimited	
Fruit/Sweet	Once day	per	Fruit 250 Grams and Sweets 100 Grams	As per menu
Ice Cream	As Menu	per	40 – 50 gm	
Extra Item Veg	Once meal	per	Registered members only	As per weekly list of extra items
Extra Item Non-Veg	Once meal	per	Registered members only	As per weekly list of extra items

### **Tiffin / Snacks**

Item	Frequency	Quantity	Comments
Snack as per menu	Daily	Unlimited	
Toasted white and whole wheat bread with jam	Daily	Unlimited	
Butter	Daily	Unlimited	
Tea and Coffee	Daily	Unlimited	

**Note:** - (10 special meals to be served on special occasions/festival including special luncheon, dinner nights and like. Rate of the special menu will be decided separately and paid separately as that of extra items.)

*14/6/22*

## List of Extra Items

(The items and their indicated Rates are purely representational. The final item list and prices may differ based upon a mutual acceptance between Mess Committee and the Caterer)

	Dish	Quantity	Rate (INR)
Non- Veg	Chicken Sukha	150gram (raw)	70
	Chicken Biryani	150gram (raw)	70
	Chicken Kolahpuri	150gram (raw)	70
	Chicken Handi	150gram (raw)	70
	Chicken Xakoti	150gram (raw)	70
	Chicken Koliwada	150gram (raw)	70
	Chicken Kolhapuri	150gram (raw)	70
	Chicken Hyderabad	150gram (raw)	70
	Chicken Handi	150gram (raw)	70
	Chicken Lollipop(4 pcs)	150 Grams(raw)	70
	Egg Masala	Per Plate	35
	Egg Biryani	Per Plate	50
	Fish Fry + Curry	Per plate	60
Veg	Dish	Quantity	Rate (INR)
	Paneer Belle-Pepper	150gram (raw)	50
	Paneer Manchurian	150gram (raw)	50
	Veg crispy	150gram	50
	Gobi Manchurian	150gram	50
	Hara Bhara Kabab	150gram (raw)	50
	Chilly Paneer Dry	150gram (raw)	55
	Veg 65	150gram (raw)	50
	Paneer Tikka	150gram (raw)	60

14/6/22

## Penalties / Fine

Sr. No.	Description	Amount (in Rs.)
1	Non-availability of complaint registers on the counter / discouraging students from registering complaints	2,500/-
2	Change in menu due to any mess equipment being defective / out of sorts for more than 24 hrs.	5,000/-
3	Damage to Institute infrastructure over and above cost of repair / replacement (which shall be levied extra)	5,000/-
4	If food gets over during the scheduled mealtime	5,000/-
5	Non attending of monthly meeting of the mess committee by the caterer or his representative.	5,000/-
6	Not adhering quarterly pest control, hygiene and cleanliness (at Caterer own cost)	5,000/-
7	Usage of spoiled / stale food ingredients e.g.: rotten vegetables, infected grains, expired items.	5,000/-
8	Poor maintenance/tampering with institute property	5,000/-
9	Three or more complaints of unclean utensils in a day	5,000/-
10	If mess committee in consultation with students in present mess agrees that certain item of a meal was not cooked properly / overcooked / extra spicy / extra oily	5,000/-
11	Nonadherence to the timings mentioned in the tender or decided with the respective Mess Committee	5,000/-
12	Waiting time is more than 15 minutes for lunch and dinner, and 10 minutes for breakfast and Tiffin within timings of mess	5,000/-
13	Changes in menu of any meal without permission of mess committee	5,000/-
14	Inappropriate post COVID personal hygiene of workers including their dress and / or misbehavior by workers etc.	5,000/-
15	Using / storing brands not mentioned in the contract without prior permission	5,000/-
16	Noncompliance with workers' dress Code	5,000/-
17	If the quality of milk is not found to be appropriate, or it is diluted.	8,000/-
18	Non submission of periodic FSSAI audit reports as per special terms and conditions of the tender document	10,000/-
19	Cockroaches, flies, insect etc., in cooked food	10,000/-
20	Presence of unwanted items in food: Harmful items like blade, glass, metal, wires, nails, Pieces of plastics etc.	10,000/-

21	Failure to maintain a proper health checkup of the workers	10,000/-
22	Use of spurious brands, goods or accessories in preparation / presentation	10,000/-
23	Consumption or possession of Alcohol/tobacco/banned substances	50,000/-
24	Food poisoning	Forfeit of PBG and cancellation of contract and initiation of legal action if required.

**Note:- First violation of rule implies fine as per the above table. Second and subsequent violation of the same rule within 30 days will imply fine triple the initial amount of fine or termination of contract.**

*14/11/11*



## List of Permissible Brands

<u>Item</u>	<u>Brands</u>
Salt	Tata, Annapurna
Spices	M.D.H, Badshah, Everest
Chicken	Godrej Real good, Suguna
Ketchup	Maggi, Kissan, Heinz
Refined Oil (Sunflower)	Patanjali, Sundrop, Fortune, Dhara (Use of Hydrogenated Vanaspati oil is prohibited)
Pickle	Patanjali, Mother's, Pravin, Priya, Bedekar, Nilon's
Atta	Ashirvad, Pillsbury, Annapurna
Instant Noodles	Maggi, Top Ramen
Flavoured drinks	Rasna, Roohafza, Tang
Papad	Lijjat, Mother's, Priya
Butter	Amul, Nandini, Mother Dairy, Goa Dairy
Bread	Britannia, Big Bread
Cornflakes	Quality, Tops
Jam	Kissan, Maggi, Delmonte,
Ghee	Amul, Mother Dairy, Nandini
Shrikhand	Amul, Warana,
Frozen yogurt	Nandini, Sphurti, Amul
Cow Milk	Doa Diary, Amul, Nandini (Shubham), Warana. (Min. 4.5 % fat, Min. SNF 8.5%)
Paneer	Amul, Nandini, Warana.
Tea	Red Label, Marvel, Tata, Taj Mahal
Coffee	Nescafe, Bru, Sunbean
Ice Cream	Amul, Vadilal. Natural's, Kwaliti Wall, Arun
Soya	Nutrella, Fortune, High Meal-maker
Frozen Peas	Safal (offseason), McCain, Watties, Godrej
Cheese	Amul, Britannia, Mother Dairy
Kolum Rice	Royal, Donur, Patanjali
Basmati Rice for special rice	Patanjali, Daawat, Devaaya
Custard Powder	Brown & Polson, Pillsbury, Birds
Handwash	Lifbuoy (non-diluted), Dettol, Godrej

18/06/22

**Format for Experience Certificate**  
**Letter Head of the Firm/Organization/Institute**

No.

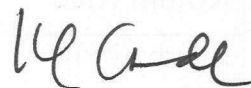
Date:

**EXPERIENCE CUM PERFORMANCE CERTIFICATE**

Sr. No.	Particulars	
1	Name of the Contractor and Address*	
2	Name of the service*	
3	Name of the Firm / Organization / Institute*	
4	Average total number of persons dined*	
5	Date of Commencement of the service*	
6	Date of Completion of service*	
7	Overall Assessment of the Firm/ Organization /Institute (Excellent, Good, Satisfactory, Poor)	
8	Remarks	

\* Mandatory fields

Competent Authority with Seal





## DECLARATION OF BIDDER

1. I..... proprietor / partner of the company / Firm /agency has an experience of years and the company/ Firm/agency named ..... was established in the year..... (Attach proof of establishment and running the Mess Services).
2. I/We hereby agree to provide mess service at NIT Goa as per the requirements of NIT Goa.
3. I / We hereby offer to supply Mess food at NIT Goa as indicated in the Bid notice, specifying the acceptance of Bid at the rate given in Price Bid attached and agree to hold this offer open till 120 days from the date of opening of the Commercial/price Bid of tender.
4. I / We shall be bound by a communication of acceptance dispatched within the prescribed time.
5. I / We have understood the Instructions to the Bidders and Conditions of Contract and fully accept them.
6. I/we have not tampered/modified the tender forms in any manner. In case, if the same is found to be tampered/modified, I /we understand that my/our tender will be summarily rejected and disqualified, and I /we are/are liable to be banned from doing business with NIT Goa and/or prosecuted.
7. I, hereby certify that all the information and data furnished by me with regard to this bid requirements are true and complete to the best of my knowledge. I have gone through the requirements, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.
8. I/we, further certify that my company meets all the conditions of qualification criteria laid down to take part in the bid.
9. I/we, further specifically certify that my company has not been Blacklisted/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the three years.
10. I/we certify that our bid against tender notification No.: \_\_\_\_\_ dated: \_\_\_\_\_ does not amount to any breach of any Government guidelines. I further confirm that in the event of disclosure at a later stage that the same are not in line with any Government Guidelines and NIT GOA is put to any disadvantage or face cancellation of the tender or contract or any claim becomes substandard/untenable, the whole liabilities arising out of this shall lie squarely on us.
11. I/we, further certify that I am the duly authorized proprietor / representative of the agency /firm and competent to agree as above.
12. I/we, further certify that the EMD may be forfeited if I/we are not in position to accept/deliver the services after the award of PO as per the stipulated terms and conditions of the tender document.
13. I/we, further certify that I/we will submit the PBG/Performance Security within the stipulated time frame as per the terms and conditions mentioned in the tender document.
14. I /We solemnly confirm that the facts stated above are true and nothing has been concealed.

Signature and stamp  
 Full Name of the Bidder  
 Address of the Bidder  
 E-mail Address  
 Contact No.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*14/06/20*

## EMD DETAILS

I, Mr./Ms./Mrs. \_\_\_\_\_  
representing the firm \_\_\_\_\_ have attached the  
EMD with this bid in the form of Demand Draft / Bank Guarantee / as per the Tender  
document \_\_\_\_\_ dated \_\_\_\_\_ for an amount of Rs. -----  
-----/- (Six Lakh only) from the \_\_\_\_\_  
bank in favour of "The Director, NIT Goa Fees Account".

Signature and stamp \_\_\_\_\_

Full Name of the Bidder \_\_\_\_\_

Address of the Bidder \_\_\_\_\_

PIN \_\_\_\_\_ State \_\_\_\_\_

E-mail Address \_\_\_\_\_

Contact No. \_\_\_\_\_

14/06/2018

**Letter of Authority**  
**(To be printed on the letter of the Firm or duly stamped by the Firm)**

To  
The Director  
NIT Goa

Subject: Letter of Authority to sign and execute the tender on my behalf - reg

Sir,

I/ We Authorize Shri/Smt. .... working as  
..... in (Name of  
the Firm) ..... to sign the Tender Document No.  
..... dated ..... for the Mess Service at NIT Goa  
Hostels on our behalf. He /She is also authorized to conclude the tender or contact and  
take decisions whatever is necessary in connection with this tender

The specimen signature of Shri/Smt. .... (Name  
of the Authorized person) are given below and duly attested by me/us.

Specimen Signature of Shri/ Smt. ....

1)

2)

3)

Attested by:

Signature/ Signatures:

Name of the proprietor of firm /company/ agency / partner/partners.

Rubber Stamp seal of the proprietor of firm /company/ agency /partner/partners

*Handwritten signature*

## FORMAT FOR BANK ACCOUNT DETAILS OF THE BIDDER

Name of the account holder (bidder)	
Complete address	
Contact number	
Email address	

**Bank Account Details**

Bank Name	
Branch name	
MICR Number	
Account Type	
Account Number	
IFSC Code of the Bank	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the Institute responsible for this.

I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Seal and signature of the bidder.

**Certification from the banker:**

Certified that the particulars furnished above are correct as per our records.

Seal and signature of the authorized officer of the bank.

*14/06/2014*



ANNEXURE 'N'

**Undertaking that the successful Bidder agrees to give a Performance Security amounting to Rs. 11,00,000/- (in case of Boys Hostel) and Rs. 5,00,000/- (in case of Girls Hostel) in favor of "The Director, NIT Goa Fees Account"**

I/We ..... (Name of the bidder / Proprietor / Partner / Partners) of ..... (Name of the firm / agency) do agree with the terms and conditions specified in the Tender Notification No. \_\_\_\_\_, dated \_\_\_\_\_, if I am/We are the successful bidder, I/We agree to provide a Performance Security amounting to Rs. 11,00,000/- (in case of Boys Hostel) and Rs. 5,00,000/- (in case of Girls Hostel) as mentioned in the Tender document, in favor of "The Director, NIT Goa Fees Account" and as intimated by the NIT Goa authorities.

Signature of Bidder/Proprietor/Partner/Partners

Name:

Designation:

Address:

Date:

Seal of the Bidder's Firm

*14/6/21*

### Check List for Submission of Documents along with Technical Bid to meet Qualification Criteria and Essential Conditions

Name and Complete Postal address of the Bidder with Firm/Company address, phone/Fax/Mobile number

It is hereby certified that, I /we have uploaded the relevant documents as per the tender requirement in compliance with qualifying Criteria by checking 'yes' against each of them.

Documents	Sl. No.	Contents	Document Uploaded (Yes/No)
TECHNICAL BID	1.	EMD Rs. 6,00,000/- in favor of "The Director, NIT Goa Fees Account" payable at Cuncolim, Goa. In case of exemption from submission of EMD, attach certificate, EMD details to be provided in Annexure – K.	
	2.	Bank solvency Certificate of Rs. 90,00,000/- copy	
	3.	Duly attested copies of valid Licenses held by the bidder as on the date of Bid opening.	
	4.	Valid Trade License (Please Attach self-attested Xerox copy)	
	5.	Declaration of Bidder as per ANNEXURE – J.	
	6.	Bidder Information Form as per ANNEXURE – A & B.	
	7.	Bidder Bank Details as per ANNEXURE – M	
	8.	Copy of the Partnership Deed if the bidder is a Partnership concern	
	9.	If the bidder is a company, attach self-attested Company incorporation Certificate along with the Article of Association and Memorandum of Association	
	10.	GST Certificate.	
	11.	Letter of Authority for the representative to sign and execute the tender as per ANNEXURE – L.	
	12.	Copies of the Audited Balance sheets, Profit & Loss A/c., Trade or Manufacturing A/c, and Income Tax Return Acknowledgement i.e., ITR must be attached, for the last three financial years to establish the turnover of the bidder.	
	13.	Copies of Documents/work qualification certificates pertaining for such services provided in the Government Sector/PSU's/ Reputed Corporate Sector - ANNEXURE – I	
	14.	Affidavit (in Original) on a non-judicial stamp paper of Value Rs. 100/- (Rupees One Hundred Only) that the Service Provider/Agency/Firm/Company has not been Blacklisted by the Government/PSU or Pvt. Sectors.	
	15.	Affidavit (in Original) on a non-judicial stamp paper of Value Rs. 100/- to the effect that there is no vigilance/CBI case/Enquiry by any government Regulatory pending against the bidder/ firm/Service Provider	
	16.	Self-attested Copy of Income Tax Permanent Account Number (PAN Number)	

	17.	Undertaking that the successful BIDDER agrees to give a Performance Security amounting to Rs. 11,00,000/- (for Boys Hostel), Rs. 5,00,000/- for Girls Hostel in favor of "The Director, NIT Goa Fee Account" as per ANNEXURE – N	
	18.	Self-attested document {Trade Certificate with rent agreement copy (if the office is established on rent basis)} for having a permanent office for not less than 3 years.	
FINANCIAL BID	19.	Price Bid ANNEXURE – D	

*14/6/21*

**PRE-CONTRACT INTEGRITY PACT**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of.....2025, between, on one hand, National Institute of Technology Goa, Acting through The Registrar, (hereinafter called the "BUYER/Principal", 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/Seller/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the BUYER proposes to procure Catering services at NIT Goa and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership/ or any legally valid entity constituted in accordance with the relevant law in the matter and the BUYER is an Autonomous body that comes under the Ministry of Education Government of India.

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 BUYER to obtain the desired Services 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 BUYER will commit to preventing corruption, in any form, by its officials by following transparent procedures.

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

## **Section I -**

### **Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.



c. Principal will exclude from the process all known prejudiced people.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC/BNS Act, or if there is a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 - Commitments of the Bidder(s)/Contractor(s)**

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

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

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

d. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

e. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

## **Section 3 - Disqualification from the tender process and exclusion from future contracts**

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder/Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage, the exclusion will be imposed for a minimum of 6 months and a maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidence within his/her knowledge concludes that there is a reasonable ground to suspect a violation of any commitment listed under Section 2 i.e. "Commitments of Bidder(s)/Contractor(s)".

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder/Contractor/Supplier can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely."

#### **Section 4 - Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to the Earn Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 - Previous transgression**

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

#### **Section 6 - Equal treatment of all Bidders/Contractors/Subcontractors**

(1) In the case of Sub-contracting, the Principal Contractor shall take responsibility of the adoption of the integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)**

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will

inform the Chief Vigilance Officer.

## **Section 8 - Independent External Monitor**

- (1) The Principal appoints a competent and credible Independent External Monitor for this pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/contractors as confidential. He/she reports to the Director, NIT Goa.
- (3) The Bidder(s)/contractor(s) accepts that the Monitor has the right to access without restriction all Project documentation of the principal including that provided by the contractor. The contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/contractor(s)/Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non- Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising later, the IEM shall inform Director, NIT Goa and recuse himself/herself from that case.
- (5) The principal will provide 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 principal and the contractor. The parties offer the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will inform the Management of the principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Director, NIT Goa within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Director, NIT Goa, a substantiated suspicion of an offence under the relevant IPC/PC/BNA Act, and the Director, NIT Goa has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

*le all*

## Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Director, NIT Goa.

## Section 10 - Other provisions

(a) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(b) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement with their original intentions.

(c) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(d) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

## Section 11 - Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER 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.

## Section 12 - Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

## Section 13 - 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.

(For & On behalf of the principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

14 All



**Pre-Contract Integrity Pact:**

The bidders will have to upload, along with their offer, the duly filled-in, signed and stamped (on each page) Pre- Contract Integrity Pact on plain paper as per the format enclosed failing which their offer may not be considered. The tender should sign and stamp all pages of the Pre-Contract Integrity Pact with the name and designation of the signatory and witnesses on the last page of the Integrity Pact.

Name of the Independent External Monitor(s) (IEMs) for this tender are as follows:

Sl. No.	Name of IEM(s)	Address	E-Mail Id

In case of any grievance, bidders may approach Independent External Monitor(s) (IEMs). The e-mail or the envelope should carry the subject line "Complaint to the IEM regarding Tender".

Failure to confirm the above may render the offer liable for rejection without any further correspondence

10/10/20