

EOI NO. - 2022/NOV/ESPCS DIRECTORATE OF TECHNICAL EDUCATION EXPRESSION OF INTEREST (EOI)

For

EMPANELMENT OF SERVICE PROVIDERS FOR CATERING SERVICES UNDER RULE 154/155 OF GFR, 2017 TOWARDS CODING AND ROBOTICS EDUCATION IN SCHOOLS (CARES) SCHEME.

| | Selection of "Service Provider" through EOI for | | | | |
|----------------------------------|--|--|--|--|--|
| Event Description | Empanelment for providing Catering Services | | | | |
| | under Rule 154/155 of GFR, 2017 | | | | |
| Commencement of EOI process | CONTINOUS PROCESS | | | | |
| Last Date and Time of Submission | Every last working Friday of the month up to 15:00 | | | | |
| of Bids | hrs. | | | | |
| Date and Time of opening of Bids | At 12:15 hrs on last date of submission of bids. | | | | |
| Issue of Empanelment letter | Within one month from the date of opening of EOI. | | | | |
| Validity of Panel | 3 years but can be extended till the validity of the | | | | |
| | CARES Scheme at the sole discretion of The Director, | | | | |
| | Directorate of Technical Education. | | | | |
| No. of Envelopes (Non window, | (One), Non-window sealed Envelope: | | | | |
| sealed) | (Superscribing " OFFER FOR CATERING | | | | |
| | SERVICES - Technical Bid ") containing: | | | | |
| | 1. Forwarding letter as per format given in | | | | |
| | Annexure III. | | | | |
| | 2. Technical Bid details as per format given in | | | | |
| | Annexure II. (Along with ANNEXURE - II(A), | | | | |
| | II(B), II(C), II(D)) | | | | |
| | 3. Bank Mandate Form as per format given in | | | | |
| | Annexure IV. | | | | |

Project Director Project Management Unit Coding and Robotics Education in Schools Scheme Directorate of Technical Education Alto, Porvorim – Goa Ph. 0832 – 2412145 Email: <u>cares-admin@goa.gov.in</u>

PROJECT MANAGEMENT UNIT (PMU) OF CODING & ROBOTICS EDUCATION IN SCHOOLS (CARES) DIRECTORATE OF TECHNICAL EDUCATION ALTO PORVORIM-GOA

NOTICE INVITING EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF SERVICE PROVIDERS FOR CATERING SERVICES UNDER RULE 154/155 OF GFR, 2017

EOI NO. - 2022/NOV/ESPCS

LAST DAY OF SUBMISSION OF SEALED APPLICATION: -----UPTO 15:00 HRS

EMPANNELMENT DOCUMENT

This document consists of the following chapters:

- A. Notice inviting Expression of Interest (EOI) for empanelment of Service Providers for providing Catering Services under Rule 154/155 of GFR, 2017.
- B. Broad Scope of work
- C. Eligibility Criteria
- D. General rules and instructions to the intending applicants
- E. Application formats for empanelment

CHAPTER

A. NOTICE OF EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT FOR PROVIDING CATERING SERVICES UNDER RULE 154/155 OF GFR, 2017

Coding and Robotics Education in Schools Scheme is notified vide Notification No. DTE/BUD 21/ CM-CARES/2021/264 dated 10th May 2021 placed at C/1 to C/10, with a vision to develop CT/DT (Computational Thinking/Design Thinking) skills among school children to meet the demands of the 21st century digital world.

In order to achieve the objectives of the scheme, various activities ranging from creation of Project Management Unit (PMU), revamping of existing curriculum/syllabus, imparting training to Master Trainers (MT) and school teachers, formulation of Technical Committee etc. have been undertaken which are broadly classified into three key areas namely, (i) Infrastructure & Software Development, (ii) Technical Manpower and (iii) Facilitation and promotion. May peruse **C/8**.

As per the provisions of the scheme, under section **13 Facilitation and Promotion**, the scheme allows Project Management Unit (PMU) to undertake the following:

. Coordinating with other state Governments, other agencies, other Country Government/agencies on adopting and delivering best practices.

a. Development of the Syllabus, lesson plans, activities and audio visual content.

b. Conducting awareness programs, workshops, competitions, Hackathons, seminars, conferences, certification programs & help students & teachers participate in such programs etc.

- c. Conducting training, capacity building of manpower and other resources.
- d. Developing a LMS (Learning Management Solution) for the program.
- e. Seeking collaboration of Academia, Industry bodies, Multinationals etc.
- PMU-CARES invites EOI applications for empanelment from reputed and well established catering service providers, under Rule 154/155 of GFR, 2017, interested to cater and manage the servicing of food at <u>minimum 02</u> or at all the below mentioned training centres/locations:
 - 1. Porvorim
 - 2. Altinho, Panaji
 - 3. Mapusa
 - 4. Margao
 - 5. Ponda
 - 6. Ballim(Quepem)

- 7. Bambolim(Cujira)
- 8. Bicholim

Additional centres/locations in the state of Goa could be appended to the above list by the PMU-CARES.

1. <u>DEFINITIONS:</u>

In this Contract, the following terms shall be interpreted as indicated below:

1.1. The 'PMU-CARES' means Project Management Unit (PMU) of Coding and Robotics Education in Schools (CARES).

1.2. The "Service Provider" means an individual, proprietary concern of firm or LLP or company supplying or intending to supply the Food and Services under this empanelment.

1.3. The "Services" means those services ancillary to the supply & service of food & any other incidental service related to catering.

1.4. "TCC" means the Terms and Conditions of Contract contained in this section.

1.5. "Training centres" means centres where training will be conducted by PMU-CARES.

1.6. The relationship between Service Provider and the PMU-CARES shall be of Vendor & Vendee and the catering services (supply of food) shall be on sale and purchase basis.

| 2. Didding milor mation. | | | | | |
|--------------------------|--|--|--|--|--|
| | Selection of "Service Provider" through EOI | | | | |
| Event Description | for Empanelment for providing Catering | | | | |
| F | Services under Rule 154/155 of GFR, 2017 | | | | |
| Commencement of EO | CONTINOUS PROCESS | | | | |
| process | | | | | |
| Last Date and Time of | Every last working Friday of the month up to 15:00 | | | | |
| Submission of Bids | hrs | | | | |
| Clarifications | Clarifications, if any, may be asked in writing | | | | |
| | through e-mail addressed to cares- | | | | |
| | admin@goa.gov.in, before the last working | | | | |
| | Tuesday of the month upto 11:00 hours. | | | | |
| Bid Validity | 03 months from the date of opening of technical | | | | |
| | bids. | | | | |
| Validity of Panel | 3 years but can be extended till the validity of the | | | | |
| | CARES Scheme at the sole discretion of The | | | | |
| | Director, Directorate of Technical Education. | | | | |

2. Bidding Information:

| Address for subm | nission of Bids | Project Dir PMU-CAR | | | | | |
|------------------|-----------------|--|-----|---------|------|---------------|-----------|
| | | | | Techn | ical | Education | (DTE), |
| | | Porvorim - | | | | | |
| No. of Env | elopes (Non | (One), Nor | | | | — | |
| window, sealed) | | ` I | U | | | FOR CAT | |
| | | | | | | ") containing | _ |
| | | 1. Forwar Annexure | • | etter a | as p | er format | given in |
| | | 2. Technical Bid details as per format given in | | | | | |
| | | Annexure II. 3. Bank Mandate Form as per format given in | | | | | |
| | | 3. Bank Mandate Form as per format given in Annexure IV . | | | | | |
| | | | | | | | |
| Date and Time of | f opening of | At 15:15 hrs on last date of submission of bids | | | | | |
| Bids | | | | | | | |
| Contact Details | | | | | | | |
| Name | Designation | Phone | Mob | oile | | E-mail | |
| Ms. Deepali | Project | 2412145 | - | | care | s-admin@go | oa.gov.in |
| Raikar | Officer - | | | | | | |
| | PMU | | | | | | |

B. BROAD SCOPE OF WORK

The Service Provider shall perform the work mentioned below specified by the PMU-CARES and render in connection therewith all the professional services covering in particular the following:

- PMU-CARES requires the Service Provider to provide all kinds of catering services at training centres/ locations, towards training programs, workshops, meetings, any other events.
- The services would not be required as and when training programmes / any other events, workshops, meetings etc. are not conducted at training centres. In other words, the Service Provider may not be required to provide its services during the period when there is no program.
- PMU-CARES invites EOI applications for empanelment from reputed and well established catering service providers, under Rule 154/155 of GFR, 2017, interested to cater and manage the servicing of food at <u>minimum 02</u> <u>or at all</u> the below mentioned training centres/locations:

Porvorim
 Altinho, Panaji
 Mapusa
 Margao
 Ponda
 Ballim(Quepem)
 Bambolim(Cujira)
 Bicholim

Additional centres/locations in the state of Goa could be appended to the above list by the PMU-CARES.

- Indicate list of items along with prices that may be needed to be catered for any training/ workshop/ program is given at ANNEXURE VI, same may be used as reference.
- 1. **Number of persons:** The number of persons will differ from program to program. While most of the days, the strength would be 30-90. It may go up to 250 persons if there are more programs on the same day. The programs may be for about 50 days in a year with average persons of 25. This may differ (lower or higher) depending upon the number of programs that may be conducted based on the policy of PMU-CARES. Monthly 2-3 training sessions are likely to be held.

- 2. The relationship between Service Provider and the PMU-CARES shall be of Vendor & Vendee and the catering services (supply of food) shall be on sale and purchase basis.
- 3. The required services include the following:

| Tea/Coffee with snack | Between 09:30 am to 11:00 am |
|-------------------------------|------------------------------|
| Working Lunch | Between 12:45 pm to 02:30 pm |
| Evening Tea/Coffee with snack | Between 03:00 pm to 04:30 pm |

The above timings are indicative and the actual timings may differ depending upon the timings of the programmes / sessions. The Service Provider must understand this aspect and should cooperate accordingly. Occasionally working dinner may also be required to be provided on need basis.

- 4. Good quality and branded products, raw materials etc viz. Branded refined sunflower oil / rice bran oil. (Nature fresh / Sundrop / fortune / Dhara), Good quality of rice (Basmati rice), wheat flour (Ashirvad / Shakti bhog / Annapurna / K-72 wheat flour), spices [Everest / ashok / goldi / catch], tea bags (Brooke Bond / Tata / Taj-Mahal), coffee (Nescafe / Bru) and cottage cheese, fruits, which will be open to check-up at any stage of preparation without any prior notice, shall be used for cooking by the Service Provider.
- 5. Bottled water of reputed brands shall be served for drinking purpose. Water bottles on demand/ need basis and cannot be rationed.
- 6. For indicative purpose and based on the market survey the food menu along with market price is given at <u>ANNEXURE VI</u>

<u>Note</u>: Some amount of flexibility in the menu items would be desirable. Also menu items would be decided based on discussion & mutual convenience between PMU – CARES and Service Provider.

- 7. The food as above needs to be served on requirement basis and should not be rationed.
- 8. **Kitchen Cleanliness & Hygiene:** The service provider shall ensure highest standards of hygiene. The essential items like insect/fly catchers may have to be installed. The cleanliness and maintenance of the utensils used for cooking and transportation of food items is to be ensured. In case of unsatisfactory/unhygienic quality of food item(s) breach of any of the

accepted tender document or lapse in services, deductions will be made as penalty which will be solely decided by PMU-CARES. Any lapse or breach of any of the terms will be taken seriously and can lead to termination of the empanelment immediately. The food should be hygienically cooked and portioned in stainless steel containers, covered properly. Good quality raw materials shall be used for the preparation of food. The utensils are to be washed/cleaned/maintained by the vendor in good condition.

9. **Quality Control and Supervision:** The Service Provider shall use/provide all good quality items and maintain high standard of hygiene and cleanliness. Workers of service provider shall also maintain proper hygiene and properly dressed in clean uniform.

CHAPTER

C. ELIGIBILITY CRITERIA

- 1. The Service Provider should be an individual, a sole proprietary concern, partnership firm or a company or LLP and should have at least 5 years of experience in providing in-house multi-cuisine catering (i.e., Veg, Non-veg, Regional cuisine like South Indian, North Indian etc.) to reputed organizations like Training Institutes and Educational Institutes or experience in running an established restaurant. Service Providers shall preferably be providing catering services to an average of 50 persons for any given program.
- 2. The Service Provider shall preferably be based in any of the venue & training services/existence may also be eligible for participating in the bidding process provided they have already a representative establishment and/or base kitchen locally.
- 3. The Service Provider should have satisfactorily completed at least Two Catering works of similar nature.
- 4. The Service Provider should have personnel with relevant experience.
- 5. The Service Provider should be an income tax assesse.
- 6. The Service Provider should have valid Goods and Services Tax (GST) Registration, PAN Card, Address proof etc. as applicable from concerned statutory authority / competent authority concerned and shall furnish copies of relevant documents on demand.
- 7. The Service Provider should have license / permit / approval etc. From the concerned statutory authority or any other authority concerned, as applicable, for carrying out this type of work. They must also have necessary license to engage labour under the Labour laws, as applicable. They have to produce, on demand the relevant documents.
- 8. The Service Provider should not have been black-listed by any Government agencies during the last 5 years.
- 9. The Service Provider should not have rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The Service Provider shall give details of all disputes it had with its clients and furnish the status thereof.
- 10. The Service Provider should have a professional reputation and the quality of services provided by them should be acceptable standard.

11. The Service Providers are required to attach the requisite satisfactory documents as proof towards pre-qualification, along with their application. Failure to submit the same may result into rejecting the application. PMU-CARES reserves the right to reject any or all applications at any stage without assigning any reason, thereof.

CHAPTER

D. GENERAL RULES AND INSTRUCTIONS TO THE INTENDING APPLICANTS:

- 1. Service Providers are advised to study the EOI document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 2. Any clarifications to be sought by the Service Providers should be done on or before the stipulated date.
- 3. At any time prior to the deadline for submission of Bids (Technical or Commercial), the PMU-CARES, for any reason, may modify the Bidding Document, by amendment. Amendment, if any, shall be hosted on PMU-CARES website (www.cares.goa.gov.in) or on the Directorate of Technical Education website(www.dte.goa.gov.in).
- 4. In order to allow prospective Service Providers reasonable time PMU CARES at its discretion, may extend the deadline for the submission of Bids.
- 5. In case of any clarification required by PMU-CARES to assist in the examination, evaluation and comparison of Bids, PMU-CARES, at its discretion, ask the Service Provider for clarification. The response / Clarification shall be in writing and no change in the price / terms of substance of the bid shall be sought, offered or permitted.
- 6. It would be the responsibility of the Service Provider's representative (only one person per Service Provider) to be present at the venue of opening of Bids.
- The envelope should clearly indicate the Name and Address of the Service Provider. All pages of the bid are to be signed and numbered as Page ---(page) of - (total pages) and the page numbers should be running across the complete bid document and not section wise.

8. The Service Provider shall bear all the costs associated with the preparation and submission of the bid and PMU-CARES will in no case be responsible or liable for those costs, regardless of the conduct or the outcome of the tendering process.

- 9. Deviations, if any, to the terms of the tender document should be annexed separately to the Technical bid.
- 10. No conditional bidding would/shall be allowed.

- 11. **Bid Validity:** The period of bid validity shall be binding on the Service Provider, as PMU-CARES may award the contract at any stage on or before the expiry of the bid validity date. PMU-CARES, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.
- 12. Modification and/or Withdrawal of Bids: Bids once submitted will be treated, as final and no further correspondence in this regard will be entertained. No Service Provider shall be allowed to withdraw the bid. PMU-CARES has the right to reject any or all the bids received without assigning any reason whatsoever. PMU-CARES shall not be responsible for non-receipt/ non-delivery of the bid documents due to any reason whatsoever.

13. Tender Methodology, Bid Evaluation & Award of Contract:

- i. The tender methodology proposed to be adopted by PMU-CARES will be "ONE BID SYSTEM" i.e., Technical bid.
- ii. Bid evaluation shall be done in one phase. The envelope for technical bid will be opened on the date mentioned above. Representatives of the Service Providers may like to be present during this bid opening. Evaluation of Technical Bids shall be done with respect to **Terms and Conditions defined in Annexure I**. Based on the technical evaluation, Service Providers will be short listed for empanelment for providing services on the basis of the PMU-CARES requirement. Short listed bidders for empanelment on qualifying technical bid shall be advised only through letter / e-mail.
- iii. Accepting the application by the PMU-CARES would not guarantee the award of the empanelment contract. The PMU-CARES reserves the right to accept or reject any or all applications without assigning any reason whatsoever.
- iv. The PMU-CARES on the request of the Service Providers may furnish the reasons for rejecting tender.

v. Providing Catering services by a empanelled service providers for any training/ workshop/ program would be determined as per **CHAPTER - D Clause No. 17 Rates.**

14. Validity of Panel:

The panel of the empanelled Catering Service Providers shall be normally valid for period of 3 years but can be extended till the validity of the CARES Scheme at the sole discretion of The Director, Directorate of Technical Education.

15. Notice for Termination of Contract:

The empanelment can be terminated by the Service Provider by giving three months' notice while the PMU-CARES can terminate the empanelment by giving one month's notice. However, in case the services or quality of food supplied by the service provider are not found satisfactory and hygiene is not maintained by the service provider, the PMU-CARES shall have right to terminate the empanelment without any notice to the service provider, besides levying of penalty as may be solely decided by PMU-CARES.

16. Pre-bid Clarifications: The intending Service Providers will have to send their queries by email to email id cares-admin@goa.gov.in by which will be clarified in the Pre-bid meeting. No request for change in date of pre-bid meeting will be entertained. No fresh queries will be entertained after pre-bid meeting.

17. Rates:

- i. On need basis, sealed commercial quotations/bids will be called from among the empanelled service providers. Component wise rate shall be required to be quoted by the empanelled service providers. PMU – CARES will award contracts / work order for Providing Catering services for any training/ workshop/ program/ meetings and any other event; to the substantially responsive Empanelled Provider, with the LOWEST (L1) PRICE WITH QUALITY ASSURANCE.
- ii. No advance will be paid.
- iii. Applicable taxes will be deducted at source at the time of settlement of bills unless the Service Provider produces the certificate to the contrary from the Income Tax authorities. Certificate for tax deducted will be issued by the PMU-CARES.
- iv. Prices quoted by the Service Providers should include all taxes duties, levies and transportation costs, etc.

18. Terms of Payment: The payment terms of the PMU-CARES are as under:

i. Payment to Service provider shall be made on either per programme basis or monthly basis. Service Provider shall raise the invoices for services provided for the programme / month and submit the bill / consolidated bills to the PMU-CARES within one week / in the first week of every month (bills for food & services provided in the preceding month). The PMU-CARES after scrutiny shall endeavour to release the payments.

- ii. All the payments will be made by Directorate of Technical Education, electronically through RTGS / NEFT. All the service providers should submit duly filled-in & signed [by authorized signatory and Service Provider's banker] Bank Mandate Form as per format prescribed in **Annexure IV**.
- iii. The Service Provider must accept the payment terms proposed by the PMU-CARES. The price quotations to be submitted by the successful empanelled service providers during availing the services on need basis shall be in conformity with the payment terms proposed by the PMU-CARES. Any deviation from the proposed payment terms would not be accepted. The PMU-CARES still have the right to withhold any payment due to the Service Provider. Such withholding of payment shall not amount to a default on the part of the PMU-CARES.
- iv. PMU CARES shall have the right to withhold payment due to the service provider on account of services or food quality provided by the service provider found unsatisfactory and unhygienic.

19. Bidding and Process of Selection:

- i. Interested Service Providers will be required to submit their offer in one bid, viz., "Technical bid" in the format indicated in Annexure II, Annexure II(A), Annexure II(B), Annexure II(C), Annexure II(D). The bid will be required to be put in separate sealed covers with superscription "OFFER FOR CATERING SERVICES" addressed to Project Director, PMU-CARES.
- ii. The cover will be required to be handed over at Directorate of Technical Education (DTE) Porvorim Goa on working days during office hours.
- iii. The quotation (Technical Bid) will be opened in the presence of Service Providers, who wish to remain present.
- iv. The bid so opened will be subjected to desk scrutiny by a committee of officials of PMU - CARES. Inclusion of any deviations in the quotation (Technical Bid) is liable for rejection, at the discretion of PMU-CARES.

20. Agreement: The successful Service Providers have to enter into an agreement with PMU-CARES for providing the catering services on sale - purchase basis. Format of the agreement will be provided by PMU-CARES, to the successful Service Providers for empanelment (Draft tentative format of the agreement is provided at **ANNEXURE - V**).

21. Use of Tender Documents and Information:

- i. The Service Provider shall not, without the PMU-CARES prior written consent, disclose the document, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished any or on behalf of the PMU-CARES in connection therewith, to any person other than a person employed by the Service Provider in the performance of the assignment / empanelment. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- ii. The Service Provider will treat as confidential all the data and information about the PMU-CARES, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the PMU-CARES.

22. Subcontracts: The Service Provider shall not assign or sub-contract to others, in whole or in part its obligations to perform under the empanelment except with the PMU-CARES prior written consent.

23. Applicable Laws:

- i. The empanelment shall be interpreted in accordance with the laws prevalent in India.
- ii. <u>Compliance with all Applicable Laws:</u> The Service Provider shall undertake to observe, adhere to, abide by, comply with and notify the PMU-CARES about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender document and <u>shall indemnify</u>, keep indemnified, hold harmless, defend and protect the PMU-CARES and its employees / officers / staff / personnel / representatives / agents from any failure or omission or mishap on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

24. Force Majeure:

i. If the performance as specified herein in prevented, restricted, delayed or interfered by reason of Acts of God including fire, explosion, cyclone, floods, war, revolution, acts of public enemies, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government including restrict trade practices or regulations, Strikes, shutdowns, or labour disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided that the party so affected uses its best efforts to remove such causes of non-performance, delay or interference and when removed the party shall continue performance with utmost dispatch.

ii. If a Force Majeure situation arises, the Service Provider shall promptly notify the PMU-CARES in writing of likelihood or actual existence / occurrence of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the PMU-CARES in writing, the Service Provider shall continue to perform its obligations under the empanelment as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Resolution of Disputes:

- i. It will be the PMU-CARES endeavour to resolve amicably any disputes or differences that may arise between the PMU-CARES and the Service Provider from misconstruing the meaning and operation of the tender/EOI document and the breach that may result.
- ii. Interpretation/amendment/modification of any of the terms and conditions of this tender/EOI would be decided by the Director, Directorate of Technical Education.
- iii. In case of Dispute or difference arising between the PMU-CARES and the Service Provider relating to any matter arising out of or connected with this agreement. Such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the PMU-CARES and the Service Provider OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
- iv. The Service Provider shall continue work under the empanelment during the arbitration proceedings unless otherwise directed in writing by the PMU-CARES or unless the matter is of such nature that the work cannot possibly be continued until the decision of the Arbitrator or the Umpire, as the case may be, is obtained.

- v. Arbitration proceedings shall be held at Panaji Goa and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- vi. Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the empanelment, the parties shall be subject to the jurisdiction of courts at Panaji Goa.
- vii. Any notice given by one party to the other pursuant to this empanelment shall be sent to the other party in writing or by letter and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
- viii. A notice shall be effective when delivered or on the notice's effective date, whichever is later. Any dispute between the Service Provider and the PMU-CARES, which cannot be settled by negotiation, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 30 days of the failure of negotiations.
- ix. The contract shall be governed by and construed in accordance with the laws of India and the Courts in Panaji Goa shall have the exclusive jurisdiction to try any suit, proceedings in connection therewith / in that behalf.

CHAPTER

E. APPLICATION FORMATS FOR EMPANELMENT

- 1. The applications in the prescribed Format along with all supporting documents like copies of PAN card and latest Income-Tax return filed, list of work completed / in the hand with their value during last 5 years, work completion certificates, list of personnel available, details of registration / empanelment with different institutions, etc.
- 2. The applications should reach Project Director, Project Management Unit (PMU)- CARES on or before
- 3. Interested Service Providers who satisfy the criteria should apply with complete details in the following format.
 - Format for technical bid/application (Annexure-II)
 - Format for similar jobs executed / in hand [Annexure II(A) & Annexure II(B)]
 - Format for details of empanelment with other institutions [Annexure II (C)]
 - Format for details of Resources / Infrastructure [Annexure II (D)]
 - Forwarding letter (Annexure III)
 - Bank Mandate Form (Annexure IV)
 - Integrity Pact (Annexure V)

XXXXXXXXXX

APPLICATION FOR CATERING ARRANGEMENTS AT PMU CARES **From:**

To The Director, Directorate of Technical Education, Alto Porvorim - Goa

| Sl. No. | Particulars | Details to be filled in by the Catering Service Provider |
|------------|---|---|
| 1 | Name of the Service Provider | |
| 2 | Regd. Office / Business address of the Service Provider | |
| 3 | Address of Branch Office / Base Kitchen | |
| 4 | Date of incorporation / Constitution | |
| 5 | PAN / TAN Nos. of the Service Provider | |
| 6 | GST Registration No. | |
| 7 | Whether registered with Registrar of Firms / Companies? Date of Registration (Attach copy of registration) | |
| 8 | Whether Registered with Sales Tax Department? | |
| 9 | Whether Registered with Health Department or any other authority? Date of Registration. | |
| 10 | Whether registered with Labour Department? Date of Registration. | |
| 11 | Whether registered with Central / State Excise / Income Tax Department for Service Tax? Date of Registration. | |
| 12 | (a) Turnover in the last two financial years. (year-wise). | 2020-2021- 2021-2022- |
| | Please attach a copy of CA certified audited Balance Sheet and P & L statement. (b) Profit for the above financial years | |

| 13 | Bank Details | | | |
|----|--|------------|---------------------------------|--|
| | Name of the Bank | | | |
| | Branch | | | |
| | Type of Account | | | |
| | Account Number | | | |
| | IFSC Code | | | |
| 14 | Years of experience in providing catering services. | | | |
| 15 | Name of the Organizations / Corporations / Departments where the experience has been gained and number of persons the agency was serving (each location is indicated at ANNEXURE - I) | | | |
| 16 | Annual Turnover of the Contracting / Catering /Establishment. | | | |
| 17 | Name, Address & Contact details of the key person at the indicated training location given as per ANNEXURE - I from the Contracting/ Catering/ Establishment, where catering service would be provided. | Sr. No. | Name of Training location | Name, Address Contact details of the key person at each of the training centre (As per ANNEXURE - I) |
| | r i i i i i i i i i i i i i i i i i i i | 1 | | |
| | | 2 | | |
| | | 3 | | |
| | | _ | ase add mo | ore rows as needed |
| 18 | Please indicate the particulars of the personnel with relevant professional qualifications (viz., Degree / Diploma in Catering Technology / Hotel Management / his or her experience) at the Supervisory level? | | | |
| 19 | Whether the applicant was blacklisted by any client / agency | | /NO es, please fu | ırnish details |

Annexure-II(A)

Particulars in respect of similar jobs / assignments in the last five years

| Sr. No. | Name of the service provided with address | Name and address of the client with contract numbers | Value of contract | Date of award of contract | Duration of contract |
|---------|--|---|----------------------|---------------------------------|-------------------------|
| | | | | | |
| | | | | | |

Please enclose the copies of contract / agreement and certificate from the client (employer) for each of the contract.

Annexure-II(B)

Particulars in respect of similar works in hand

| Sr. No. | Nature of the service provided with address | Name and address of the client with contract numbers | Date of award of contract | Stipulated duration of contract | Present status |
|---------|--|---|---------------------------------|---------------------------------------|-------------------|
| | | | | | |
| | | | | | |
| | | | | | |

Please enclosed the copies of contract / agreement with the client (employer) for each work.

Annexure-II(C)

Details of empanelment with other institution

| Sr. No | Name and address of the institution with contact No. | Category / Type of work for which empanelled | Registered / empanelled for value of work upto | Date of empanelment and validity | Details of certificate / letter from the Institution / PMU- CARES, etc. If any |
|-----------|--|--|--|--|--|
| | | | | | |

Please enclose the copies of letter of empanelment of each organisation.

Annexure-II(D)

Details of Resources (Manpower & Infrastructure Facilities)

| 1 | Details of Manpower | |
|---|--|--|
| | | |
| | | |
| | | |
| | | |
| 2 | Details of infrastructure facilities available | |
| | | |
| 3 | Any other relevant information | |
| | | |
| | | |

Forwarding Letter

(To be submitted on the letter head of the "Service Provider")

To, The Director, Directorate of Technical Education, Alto Porvorim, Bardez - Goa,403521

Dear Sir,

Your Tender No./ EOI No.

This is with reference to your above mentioned tender/ EOI for selection of "Service Provider" for empanelment for providing catering services in the PMU-CARES, DTE, Goa. We have read and understood the terms and conditions of the tender/ EOI document and we hereby submit our proposal along with the necessary documents.

Further, we agree to abide by all the terms and conditions as mentioned in **Annexure I** of the tender/ EOI document.

Date:

Authorized Signatory:

Name:

Designation:

Phone:

Email:

BANK MANDATE FORM

(To be submitted in Duplicate)

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of "Service Provider":

"Service Provider" Code (if applicable):

2. Address of the "Service Provider":

City _____ Pin Code E- mail id:

Phone No. With STD code:

Mobile No.:

Permanent Account Number:

MSE Registration / CA Certificate:

(if applicable)

3. **Particulars of Bank account:**

| Beneficiary | | | | | | | | | | | | | | | | |
|-------------------|--------------------|------|------|-----|------|-----|------|-----|------|------|--------|------|-------------|-----|-----|-----|
| Name | | | | | | | | | | | | | | | | |
| Bank Name | | Bı | ran | ch | Na | me | | | | | | | | | | |
| Branch Place | | Bı | ran | ch | Cit | y | | | | | | | | | | |
| PIN Code | | Bı | ran | ch | Co | de | | | | | | | | | | |
| MICR No. | | | | | | | | | | | | | | | | |
| Account type | Saving | Cu | urre | ent | | | | | Ca | ish | Credit | | | | | |
| Account No. | (as appearing in | | | | | | | | | | | | | | | |
| | the Cheque book) | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| (Code number ap | pearing on the MIC | R c | che | qu | e si | upp | olie | d k | oy t | he | ba | nk | . Pl | lea | se | |
| attach a canceled | cheque of your ban | k fo | or e | ens | uri | ng | aco | cur | acy | y of | c th | le k | oan | k r | nam | le, |
| branch name & c | ode and Account Nu | ımł | ber |) | | | | | | | | | | | | |
| IFSC CODE | For RTGS | | | | | F | For | NE | FT | | | | | | | |
| | transfer | | | | | t | ran | sfe | r | | | | | | | |
| | | | | | | | | | | | | | | | | |

4. Date from which the mandate should be effective:

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold PMU-CARES / Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS / NEFT**.

Place :

Date :

Signature of the party / Authorized Signatory

.....

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

Bank's stamp:

:

Date

(Signature of the Authorized Official from the bank in which the a/c is held)

N. B.: RTGS/NEFT charges if any, is to be borne by the party ^{1,2}: Note on IFSC / MICR

Indian Financial System Code (IFSC) is an alpha numeric code designed to uniquely identify the bank-branches in India. This is 11-digit code with first 4 characters representing to the bank's code, the next character reserved as control character (presently 0 appears in the fifth position) and remaining 6 characters to identify the branch. The MICR code, (Magnetic Ink Character Recognition) that appears on cheques, has 9 digits to identify the bank-branch. RBI since advised all the banks to print IFSC on cheque leaves issued to their customers. A customer may also contact his bank branch and get the ifs Code of that branch.

.....

Annexure - V

INTEGRITY PACT

(TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

General

This pre-contact Agreement (hereinafter called the Integrity Pact) is made at DTE on_____day of the month_____of the year between PMU DTE, having its office at Alto Porvorim, Goa (hereinafter called the "Services Receiver" or "PMU-CARES" which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and

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

WHEREAS the Service Receiver uses the catering services and the service provider is providing the catering services and

WHEREAS the Service provider is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the Service Receiver is a corporation set up under an act of Parliament.

NOW, THEREFORE,

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

Enabling the Service receiver to obtain the desired said 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 Service Provider to abstain from bribing or indulging in any corrupt practice in order to secure the contract and the Service Receiver 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:

Commitments of the Service Receiver

1.1 The Service Receiver undertakes that no official of the Service Receiver, 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 Service Provider, 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 All the officials of the Service Receiver will report to the appropriate Government office 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 Service Provider to the Service Receiver with full and verifiable facts and the same is prima facia found to be correct by the Service Receiver, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Service Receiver and such person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Service Receiver the proceedings under the contract would not be stalled.

Commitments of Service Provider

3. The Service Provider commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of contact in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

1.1. The Service provider, 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 officials of the service receiver, connected directly or indirectly with bidding / contract 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 Service provider 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 Service Receiver 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 disfavour to any person in relation to the contract or any other contract with the Government.

3.3. Service Provider shall disclose name and address of agents and representatives and shall also disclose their foreign principals and associates.

3.4. Service Provider shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this contract.

3.5. The Service Provider further confirms and declares to Service Receiver that the Service Provider is the original integrator / service provider

of security services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to Service Receiver or any of its functionaries, whether officially or unofficially to the award of the contract to the Service Provider or 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 Service Provider 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.

3.7. The Service Provider will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.8. The service Provider shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by Service Receiver as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Service Provider also undertakes to exercise due and adequate care lest any such information is divulged.

3.9. The Service Provider commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10. The Service Provider shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11. If the Service Provider or any employee of the Service Provider, either directly or indirectly, is a relative to any of the officers of the Service Receiver or alternatively, if any relative of the officer of Service Receiver has financial interest / Stake in the Service Provider's firm, the same shall be disclosed by the Service Provider at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

3.12. The Service Provider 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 Service Receiver.

4. Previous Transgression

4.1. The Service Provider 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 the Service Provider's exclusion from the contract process.

4.2. The Service Provider agrees that if it makes incorrect statement on this subject, Service provider can be disqualified from the tender / contract process or the contract, if already awarded, can be terminated for such reason.

5. Sanction of violation

5.1. Any breach of the aforesaid provision by the Service Provider or any one employed by it or acting on its behalf (whether with or without the knowledge of the Service Provider) shall entitle PMU-CARES 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 Service Provider.
- II. The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (furnished to PMU-CARES) shall stand forfeited either fully or partially, as decided by PMU-CARES and PMU-CARES shall not be required to assign any reason therefore.
- III. To immediately cancel the contract, if already signed, without giving any compensation to the Service Provider.
- IV. To recover all sums already paid by PMU-CARES, and in case of Indian Service Provider with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Service Provider from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the Service Provider from the Service Receiver 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 Service Provider, in order to recover the payments, already made by PMU-CARES along with interest.
- VI. To cancel all or any other Contracts with the Service Provider, the Service Provider shall be liable to pay compensation for any loss or damage to PMU-CARES resulting from such cancellation / rescission and PMU-CARES shall be entitled to deduct the amount so payable from the money(s) due to the Service Provider.
- VII. To debar the Service Provider from participating in future bidding processes of the Service Receiver or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of PMU-CARES.
- VIII. To recover all sums paid in violation of this Pact by Service Provider(s) to any middleman or agent or broker with a view to securing the contract.

- IX. In case where irrevocable Letters of Credit have been received in respect of any contract signed by PMU-CARES with Service Provider, the same shall not be opened.
- X. Forfeiture of Performance Bond in case of decision by PMU-CARES to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2. PMU-CARES will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (x) of this Pact also on the commission by the Service Provider or any one employed by it or acting on behalf (whether with or without the knowledge of the Service Provider), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3. The decision of PMU-CARES to the effect that a breach of the provision of this Pact has been committed by the Service Provider shall be final and conclusive on the Service Provider. However, the Service Provider can approach the independent Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

6.1. The Service Provider undertakes that it has not supplied / is not supplying similar services 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 services was supplied by the Service Provider 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 Service Provider to the Service Receiver, if the contract has already been concluded.

7. Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, PMU-CARES or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Service Provider and the Service Provider shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of Jurisdiction

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

9. Other Legal Actions

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

10. Validity

- a. The validity of this Integrity Pact be from date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of both PMU-CARES and the Service Provider.
- b. Should one or several provisions of the 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.

12. The parties hereby sign this integrity Pact, at _____ on

PMU-CARES SERVICE PROVIDER

Name of the Officer

Designation CHIEF EXECUTIVE OFFICER

Witness

2

Witness

1. 1.

ANNEXURE VI

INDICATIVE LIST OF MENU ITEMS ALONG WITH PRICE BASED ON MARKET SURVEY AND PREVIOUS EXPERIENCE

-

| Sr. No. | INDICATIVE MENU ITEM DESCRIPTION | INDICATE PRICE BASED ON MARKET AND PREVIOUS EXPERIENCE |
|---------|--|---|
| 1. | Thalis (one Vegetarian type of Thali)Consisting of the following:a) Two bowls of rice (sona masuri 100gms. each) and two chapattis/ four puris.In lieu of one bowl rice twochapattis/four puris.b) One bowl of dal. (150 gms)c) One bowl of dal. (150 gms)c) One bowl of vegetable in the formof curry.d) One bowl dry vegetable. (75 gms)e) Chatni/pickles. (one table spoonfull)f) One papad. (Standard size)g) Salad.h) Solkadi or buttermilk one bowl. | Rs.80/- |
| 2. | Thalis (one Non – Vegetarian Thali) Consisting of the following: a) Two bowls of rice (sona masuri 100 gms. each) and two chapattis/ four puris. In lieu of one bowl rice two chapattis/four puris. b) One bowl of vegetable (75 ml) in the form of Curry. c) Fish curry one bowl/ chicken curry (125 ml) d) One bowl of dry vegetable. (75 gm) e)Chatni/Pickle. (one table spoon full) f) Fried fish 2 pieces. g) Salad. h) Solkadi one bowl. (50 ml) | Rs.120/- |

| 3. | Extra Items: | |
|----|-------------------------------------|--------------------|
| | 1) Chapati each. (Standard size) | Rs.10/- |
| | 2) Parotha | Rs.10/- Rs.15/- |
| | 3) One bowl rice. (100 gm.) with | Rs.15/- Rs.20/- |
| | curry & fish pieces | R S.20/- |
| | 4) One small bowl of curd. (50 ml) | |
| | 5) One papad. (standard size) | Rs.10/- |
| | 6) One plate of fried fish (three | Rs.05/- |
| | pieces) | Rs.20/- |
| | 7) One bowl rice (Dal & Papad) | Rs.20/- |
| 4. | Extra Items: Category "B" | |
| | a) Tea cup 75 ml. | Rs.10/- |
| | b) Black Tea 75 ml. | Rs.10/- |
| | c) Special Tea | Rs.20/- |
| | d) Nescafe cup 75 ml. | Rs.20/- |
| | e) One glass of milk 200 ml. | Rs.20/- |
| | f) One pao (bread). (60 gms) | Rs.05/- |
| | g) One batatwada 25 gms. | Rs.15/- |
| | h) One plate sukha bhaji 50 gms. | Rs.30/- |
| | i) One samosa 25 gms. | Rs.15/- |
| | j) Buns | Rs.15/- |
| | k) One bowl patal bhaji. (100 ml) | Rs.30/- |
| | l) One plate sheera 40 gms. | Rs.30/- |
| | m) Bread with butter/jam. (sandwich | Rs.20/- |
| | size) | |
| | n) Omlette of one egg. | Rs.30/- |
| | o) Boiled egg (one) | Rs.10/- |
| | p) Biscuits/Cakes/Ice creams/Cold | |
| | drinks | As per market rate |

| 5. | Category "C" Special Items | |
|----|--|-----------------|
| | 1) Vegetable Pulao/Fried rice | Rs.130/- |
| | (Basumati | |
| | Rice) | Rs.150/- |
| | 2) Chicken biryani one bowl. | |
| | Basumati rice (200 gm.) Chicken fried | |
| | rice/Egg. | |
| | Fried rice. | Rs.150/- |
| | 3) Chicken masala plate with one | |
| | bread | |
| | and salad. (Five pieces 50 gms.) | Rs.150/- |
| | Minimum weight. | |
| | 4) Chicken Cafreal (Five pieces 50 gms.) Minimum weight. | Rs.150/- |
| | 5) Chicken Kadai (Five pieces 50 | |
| | gms.) Minimum weight. | Rs.150/- |
| | 6) Butter Chicken (Five pieces 50 | |
| | gms.) Minimum weight. | Rs.130/- |
| | 7) Gobi Manchurian (Six pieces) | Rs.40/- |
| | 8) Idlis 2 Nos. with sambar/chatni | Rs.35/- |
| | 9) Misal (100 gm) with one bread | Rs.12/- |
| | 10) Egg Pattis | Rs.20/- |
| | 11) Chicken/Egg burger | Rs.15/- |
| | 12) Veg burger | Rs.10/- |
| | 13) Mirchi single | Rs.20/- |
| | 14) Batat Kapa single plate (4 pieces) | Rs.30/- |
| | 15) Kanda Bajji | Rs.10/- |
| | 16) Pattis (Veg) | Rs.130/- |
| | 17) Mixed Bhaji | Rs.130/- |
| | 18) Chole Masala | Rs.130/- |
| | 19) Paneer Mutter | Rs.130/- |
| | 20) Mushroom Masala | Rs.130/- |
| | 21) Paneer Kadai | Rs.30/- |
| | 22) Alsana Bhaji | Rs.30/- |
| | 23) Kurma Bhaji | Rs.30/- |
| | 24) Special Bhaji 25) Salad Bhaji | Rs.30/- |
| | 26) Omlet Bread | Rs.35/- |
| | 27) Ras Omlet (with one bread) | Rs.40/- |