

Faridkot House
Copernicus Marg
New Delhi-110001

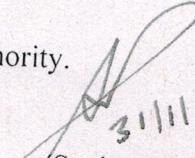
Dated: 30th January, 2014

CIRCULAR

Sub: Notice of inviting Tender for Canteen services at National Green Tribunal (PB), New Delhi.

The undersigned is directed to forward a copy of notice inviting tender for engagement of canteen services for National Green Tribunal, Principal Bench, New Delhi for giving wide publicity.

This issues with the approval of Competent Authority.


31/1/14
(Sanjay Kumar)
Registrar General

To

1. JS , MoEF, CGO, New Delhi
2. To all the offices of the Central Governments/PSUs.
3. Notice Board of NGT
4. Website of NGT

Copy to:-

1. Ld. PPS to Hon'ble Chairperson
2. PS to Registrar General/NGT
3. PA to Deputy Registrar/NGT/PB
4. PAO, MoEF
5. DDO, NGT
6. Guard File
7. Office file (02),(03),(38)


31/1/14
(Sanjay Kumar)
Registrar General

Encl. a.a. (11 pages)

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No. NGT /PB/38/CANTEEN/2014

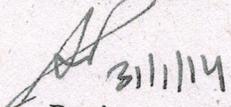
National Green Tribunal,
Principal Bench, New Delhi

NOTICE INVITING TENDER

The Office of the Registrar General, National Green Tribunal, New Delhi invites tender for engaging canteen services for the Officers, staff and public visitors at National Green Tribunal, Faridkot House, Copernicus Marg, New Delhi from approved and eligible contractors for a period of Eleven months from 01 April, 2014 to 28 February, 2015 (Area of Canteen is 630 Sq. ft.)

- (I) Name of Department : National Green Tribunal,
New Delhi
- (II) Minimum Licence Fee : Rs. 1,000/- per Eleven months
(Subject to revision)
- (III) EMD : Rs. 5,000/-
- (IV) Technical Bid Opening date :
- (V) Opening date of the Financial Bid :
- (VI) Address for submission of Tenders : The Registrar General,
National Green Tribunal,
Faridkot House,
Copernicus Marg,
Delhi - 110001.

1. The last date for receipt of tender is 26th Feb. 2014 by 1500 hours.
2. The date and time of opening of tender : 1600 Hrs on 26th Feb. 2014
3. Further details of NIT along with their terms and conditions specifications and other documents in this regard can be seen/downloaded from website <https://greentribunal.gov.in>


31/1/14
Registrar General
National Green Tribunal
Faridkot House
Copernicus Marg
New Delhi - 110 001

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TENDER EVALUATION

The evaluation of the tender involves two stage scrutiny:

- (a) Technical Bid
- (b) Financial Bid

(A) TECHNICAL BID

The tenderer should submit the following:

PHYSICAL BID : Earnest Money (EMD) of Rs. 5,000/- (Rupees Five Thousand Only) in the form of Account Payee Demand Draft from any Nationalized Bank in favour of Registrar General, National Green Tribunal, New Delhi.

DOCUMENT TO BE SUBMITTED BY THE BIDDERS

- i. Copy of EMD as aforesaid.
- ii. Copy of Certificate regarding non-depositing of EMD and registration status etc. if exemption is claimed.
- iii. Copy of identity proof i.e. Voting I-Card/Passport/Driving Licence/Adhaar Card
- iv. Copy of Sales tax/Service Tax or VAT/TIN No.
- v. Copy of address i.e Ration card/Passport/Electricity Bill/Telephone Bill (MTNL)
- vi. Copy of PAN Number.
- vii. Copy of duly filled E-tender form as Annexure-1.
- viii. Copy of an affidavit on the Non-Judicial Stamp Paper of Rs. 10/- of bidder stating that his firm is not blacklisted or debarred by any Authority.
- ix. Copy of undertaking on the Non-Judicial Stamp Paper of Rs. 10/- that bidder have gone through the Terms and Conditions of NIT as Annexure-2 and undertake to comply with the same.

Note :- Only those firms who fulfil the aforesaid conditions as mentioned at Sl. No. (i) to (ix) shall be eligible for consideration in the next stage.

(B) FINANCIAL BID

- (i) Financial bid of only those firms will be opened who qualify in Technical Bid.
- (ii) Bidder shall have to quote maximum Licence Fee for Eleven months and rates for eatables on the given format of Rate List as Annexure-5. Rates should be quoted in Indian Currency.

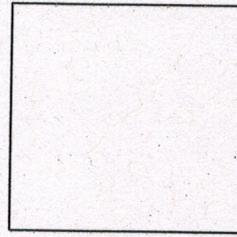
Applicant firms should follow the instructions strictly. Applications not found in order are liable to be rejected.

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Annexure-1

OFFICE OF THE REGISTRAR GENERAL,
NATIONAL GREEN TRIBUNAL, NEW DELHI
E-TENDER FORM

1. Name of the Applicant/Firm :
Scanned P.P. Size Photograph
2. Full Postal Address of Bidder :
3. Telephone No. /Mobile No. :
Fax No.
4. Name, Designation, Address :
& Telephone No. of Authorized
person of firm to deal with
5. VAT/Service Tax Regn. No. :
6. PAN No. :
7. Amount of Demand Draft/
pay order with No. and
name of issuing bank. :
8. Has the tenderer ever been :
blacklisted by any Govt.
Deptt. If yes, give details.
9. Is any cases pending in the court :
related to any supply of food item
10. Declaration by the contractor :



This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions and instruction contained herein and undertake myself/ourselves abide by the said terms and conditions.

Signature of tenderer
With date and seal of the firm.



SPECIAL TERMS & CONDITIONS

1. The canteen at office of the Registrar General is located on the Faridkot House, Copernicus Marg, New Delhi and its area is 630 sq. ft.
2. That the minimum License Fee for canteen is fixed as Rs. 1,000/- for Eleven months (Subject to revision) exclusive of water, electricity and other taxes etc. and the licence will be awarded to the highest bidder, who will quote the highest bid amount of licence fee per month.
3. That the license will be for a period of Eleven months only.
4. Any person who is in government service or an employee of this department must not participate in the tender directly or indirectly in any manner whatsoever.
5. The firms must have sales tax/Service Tax or VAT/TIN No. and Income tax/PAN No. and those who have not the same, need not apply. Also the firm must submit proof of depositing sales tax/VAT to indenting department.
6. The demand draft for amount of Rs. 5,000/- (Five Thousand Only) as EMD in favour of "Registrar General, National Green Tribunal, New Delhi", must be deposited with National Green Tribunal before stipulated date and time.
7. The amount of security will be refunded as soon as possible to the unsuccessful tenderers on written request. The Govt. Stores who have been declared exempted from depositing EMD shall be required to submit documentary evidence as proof to prove that they are exempted from depositing earnest money by the Govt. of India /Govt. of NCT of Delhi. In the absence of earnest money/documentary evidence the quotation shall not be considered.
8. The respective EMD/bid security submitted by the successful firm would be returned to them with the condition to submit the security thrice the amount of bid in form of Demand Draft/FDR. The said performance security would be valid for a period of all contractual obligations.
9. That the allotment of the canteen in favour of the licensee is purely temporary on and the same shall be treated as a bare license, which can be revoked at any time without assigning any reason, and in the event of revocation of the licensee on account of any breach of any of the terms and conditions of the license, the licensee on account of any breach of any of the terms and conditions of license, the licensee shall be bound to vacate the premises/canteen within one week of the notice of the revocations of the license by the Registrar General, National Green Tribunal, New Delhi and shall not claim any compensation for any resultant injury thereof.
10. That the licensee will be required to pay the license fee in advance.
11. That the licensee shall arrange his own furniture in the canteen at his own cost.



12. The bidders shall fill the prescribed format of rate list at Annexure-5 and the said rate list will be subject to approval by Registrar General, National Green Tribunal, New Delhi.
13. That the licensee will be required to install AC in the canteen at his own cost.
14. That the licensor can revise the license fee from time to time on expiry of the license period.
15. That the licensee will be required to get install the electricity and water meters at his own cost from the appropriate authority and he must pay the electricity and water charges as per actual consumption. The Electricity and water charges will be over and above license fee. In case of default in payment of license fee, the licensor will be entitled to charge interest @ 18% per annum besides forthwith eviction/ ejection from the premises.
16. That the licensee shall hand over the possession of the premises peacefully and in good conditions to the Registrar General, National Green Tribunal, New Delhi immediately on expiry/termination of the license. On failure to vacate the premises, the licensee shall also be liable to compensate for the period of unauthorized occupation after default at the rate to be fixed by Registrar General, National Green Tribunal, New Delhi in his sole and absolute direction.
17. That the licensee shall not sublet/assign or otherwise part with or transfer the possession of use the premises or part thereof for any other purpose including residence/stay of workers/employees.
18. That the licensee shall maintain proper hygiene cleanliness and shall keep the premises neat and clean.
19. That the licensee shall not store any article of hazardous nature in the canteen, except cooking material and LPG.
20. That the licensee shall not damage the premises or allow anything to be done therein which may endanger the premises or adjacent buildings to be damaged by fire or otherwise.
21. That the licensee shall abide by the municipal bye-laws relating to sale of food articles/drinks etc. and would obtain all necessary license from the competent authority.
22. That the licensee shall be liable to pay the taxes as imposed from time to time by the Govt. if NCT of Delhi or any other authority including VAT/Service tax as may be applicable.
23. That the licensee shall comply with the instructions issued from time to time by the Registrar General, National Green Tribunal, New Delhi in regard to the matter concerning the canteen.
24. That the rates of permissible eatables and drinks will be fixed in consultations with the Registrar General, National Green Tribunal, New Delhi



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25. That the food, sweets etc. sold by the licensee shall be fresh, wholesome and of good quality. The Registrar General, National Green Tribunal, New Delhi shall have the right to stop the sale or destroy any articles exposed for sale in the premises which is not considered of requisite standard or is otherwise unfit for human consumptions.
 26. That the licensee shall not do anything in or outside the canteen, which may be nuisance or cause annoyance to the neighbouring office or court.
 27. That if on examination, it is found to the satisfaction of the Registrar General, National Green Tribunal, New Delhi whose decision shall be final and conclusive on the licensee that any food stuff exposed for sale was not fresh or of good quality of service rendered by the licensee was defective, the license of the licensee will be cancelled.
 28. That the licensee shall not bring or cook, permit bringing or cooking beef or pork nor shall or permit the skinning of animals/birds within the said premises.
 29. That the licensee shall keep a complaint book at a conspicuous place in the canteen premises in which the complaint may be recorded and which shall be open to inspection by person duly authorized by the Registrar General, National Green Tribunal, New Delhi and shall be placed before the Registrar General.
 30. That the licensee shall purchase the crockery, kitchen utensils etc. at his own cost.
 31. That the dealings of the licensee and his staff with the customers shall be very polite and courteous and expenses for canteen and shall keep the canteen neat and clean and in proper sanitary conditions of the satisfaction of the Registrar General, National Green Tribunal, New Delhi and open to inspection of authorized agent at any time. Fuse electric bulbs and fluorescent tubes for the said premises shall be replaced by the licensee at his own cost and expenses. Day today maintenance shall be responsibility of licensee.
 32. That the licensee shall not exhibit in the said premises any printed or written notice or advertisement of any kind whosoever except an approved rate list of eatables.
 33. That the Registrar General, National Green Tribunal, New Delhi reserve the right to let out to any third person, the advertisement space and the licensee shall have no objection to the same. The licensee will have no such right or entitlement on the canteen.
 34. That the Registrar General, National Green Tribunal, New Delhi shall not be responsible for any loss or damage occurring to any goods, stores or articles intended for the sale that may be kept in the said premises.
 35. That the licensee shall be fully responsible for all damages or losses to office of the Registrar General, National Green Tribunal, New Delhi property in the canteen including fixture and filling within the said premises and shall be liable to replace such losses or damages excepting those which occur due to reasonable use and wear and tear or such as are caused by storm, earthquakes or act of God and shall in particular on demand pay for all panes and glassless broken in the



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doors and windows of the said premises which not due to normal wear and tear, such damages shall be assessed by the PWD.

36. In the event of licensee committing any breach of any terms and condition of the licensee on his part, the licensor shall be at liberty to terminate the license forthwith by giving one month's notice without prejudice to any other right to remedy and shall be entitled to forfeit the security or any part thereof which has not been appropriated by the Registrar General, National Green Tribunal, New Delhi as aforesaid to the caterer without interest.
37. That in case the licensee wants to leave the licensed premises canteen before the completion of contract period, the licensee will have to give one month clear notice in writing or to pay one month license fee in lieu thereof and also clear all arrears and others dues, if any.
38. That on the expiry of the period fixed for the license or in the event of revocation under the terms and conditions or non user of the canteen for a period of thirty (30) consecutive days, Registrar General, National Green Tribunal, New Delhi shall be entitled to re-enter upon the premises and assume exclusive possession thereof and deal it in such a manner as it may deem fit, and belonging of auctioned unless claimed within one month of the assumption of such possession by the Registrar General, National Green Tribunal, New Delhi shall further be entitled to appropriate out of the proceeds of such sale, the money due to the Registrar General, National Green Tribunal, New Delhi from the licensee
39. That the license fee shall be payable also for the period during which the courts remain closed.
40. That the licensee shall engage necessary workers for the proper carrying out of the terms of the agreement at his own expense and such workers shall be men and experienced and neatly dressed as well as well-behaved and present during the working hours.
41. That the canteen shall be kept open on all working day from 9.30 am to 5.30 pm.
42. That the arrears of license fee and other charges, if any will be treated and realized as arrears of land revenue.
43. That the arrears of license deed can be treated as cancelled by both the parties by giving one month notice to the other party.
44. All disputes and differences arising out of or in any way touching or concerning this agreement(except those which are specifically concerned herein) shall be referred to the Chairperson, National Green Tribunal, New Delhi, whose decision shall be final.
45. Licensee/or his employees shall not vend any eatable outside the canteen.
46. That the license is renewable from year to year after the expiry of period of license if the quality of food served and the service rendered is found satisfactory.
47. The Registrar General, National Green Tribunal, New Delhi in its discretion may reject or accept any or all the quotations/tenders at any time without assigning any reasons.



48. The firm should not have been blacklisted by any Govt. Department/Semi Govt. if any proof of blacklisting is found against the tenderer/firm at any time during the period of contract/purchase, the whole claim or part thereof as decided by the Registrar General, National Green Tribunal, New Delhi may be forfeited without assigning any reason.
49. If any working day is declared a holiday, then the tender will be opened on the next working day.
50. In case of dispute during the tender proceedings the decision of Registrar General, National Green Tribunal, New Delhi shall be final and binding upon the tenderer/firm/contractor/supplier.
51. The extra expenditure incurred by the Registrar General, National Green Tribunal, New Delhi shall be deducted from the security deposit and the balance will be recoverable from the contractor/supplier as arrears of land revenue. The Registrar General, National Green Tribunal, New Delhi further reserves right to impose cost/damages as it thinks fit for any delay/defective work or material etc.
52. In case of disputes Delhi Courts alone would have the jurisdiction.
53. The tenders which do not comply with any terms and conditions are likely to be rejected.
54. It will be at the discretion of the Registrar General, National Green Tribunal, New Delhi to make inquiries either himself or through any other officer/officials of this office to judge the suitability & capability of any firm/tenderer and his decisions to enter into a contract with any tenderer would be final.
55. The Registrar General, National Green Tribunal, New Delhi reserves the right to waive or alter any of the General Terms and conditions if he finds sufficient reasons to accept a tender with regard to the price, quality, reputation of the tenderer in the market and other relevant conditions.
56. After the tenders are opened, no attempt shall be made to meet any member/chairman of the Committee to influence their decision.
57. Each scanned copy of the tender should be numbered, stamped and signed by the tenderers with the date and seal of the firm.
58. The contractor shall abide by all the necessary provisions of various Labour Laws/Acts and any other laws and rules applicable to him in this regard.
59. The bid quoted by you will be exclusive of electricity, water charges and other taxes etc.
60. The contract of the canteen shall be given to the firms who qualify both the technical and financial bid.
61. In case, the licence is desirous to terminate the contract within a period of two months after taking the possession/allotment of canteen, the security money deposited by the licensee shall be forfeited by the office of Registrar General, National Green Tribunal, New Delhi.
62. The successful tenderer shall incorporate the prescribed Terms and Conditions on the Non-Judicial paper of Rs. 100/- and the cost of the same will be borne by the tenderer.



63. Any other condition may be imposed on the successful tenderer at the time of placing of order/contract.

Annexure 3

ACCEPTANCE OF THE AFOREMENTIONED TERMS AND CONDITIONS

1. The terms and conditions mentioned above and attached with the proforma are acceptable to me/us. I/we bound myself/ourselves to abide by the same.
2. I/we hereby certify that I/we have gone through the terms and conditions mentioned above and undertake to comply with the same. The rates quoted by me/us are valid and binding on me/us for the acceptance for the period w.e.f. 01st April, 2014.

Signature of owner/partner
With address & telephone No.
With seal of the firm & Date.



**CONTRACT FOR ENGAGING CANTEEN SERVICES AT
NATIONAL GREEN TRIBUNAL**

[The Minimum Licence Fee of Canteen is fixed as Rs. 1,000/- for Eleven months (Subject to revision)]

(Contract will be awarded to the Highest Bidder)

Bid Amount: Rs. _____ (For Eleven months)



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RATE LIST

Annexure-5

QUOTATION FOR SELLING OF BELOW MENTIONED ITEMS AT CANTEEN

S.No.	Name of the items	Rate per unit (in Rs.)
1	Tea	
2	Coffee	
3	Bread Pakora	
4	Samosa	
5	Dal/Roti	
6	Muttar Paneer	
7	Laccha Parantha	
8	Missi roti	
9	Aloo/ Gobi Parantha	

Signature of tenderer
With date and seal of the firm.