

NOTICE INVITING E-TENDER FOR LIFTING, TESTING AND REPORTING OF SAMPLES OF COOKED FOOD PROVIDED TO THE CHILDREN OF PRIMARY AND UPPER PRIMARY CLASSES OF SCHOOLS UNDER DIRECTORATE OF EDUCATION UNDER (P-M Poshan) AND FOOD GRAINS SUPPLIED BY THE FOOD CORPORATION OF INDIA.

INSTRUCTIONS TO BIDDERS

I. GENERAL:-

- 1.1 The Directorate of Education, Govt. of NCT of Delhi runs/manages more than thousand middle/secondary/senior secondary level schools across the NCT of Delhi.
- 1.2 The Directorate of Education, Govt. of NCT of Delhi supplies fresh, cooked hot, nutritious food daily on all working days to more 8.24 lakh children in 1026 Govt Schools, 178 Govt. Aided Schools /04 AIE Centres run by Directorate of Education under the PM-Poshan scheme through various NGOs, which are presently 39 kitchens.
- 1.3 To ensure that the PM Poshan provided to the children meet the prescribed standards, four samples of cooked food of each NGO/Service provider are required to be lifted from the schools & kitchens of the NGO/Service provider per month. Further, two samples of raw food grain from the FCI godown at the time of lifting of raw food grains are also required to be tested.
- 1.4 The present tender is being invited for lifting and testing of samples of cooked food provided to the children of primary and upper primary classes of schools under directorate of education under the PM-Poshan scheme and food grains supplied by the Food Corporation of India.
- 1.5 Estimated cost of tender is approximately Rs. 70 lakhs for two years.
- 1.6 Testing of sample required to be done on predetermined parameters/latest BIS standards such as "Protein Content", "Calorific Values, Calories", "Moisture", "Fat", "Total Carbohydrates" and micro biological parameters such as "E-Coli", Salmonella" and "total Plate Count" in respect of cooked food and testing of sample required to be done on pre-determined parameters/latest BIS Standards such as "Total Plate Count", "Yeast", "Mould", "Coliform", "Moisture", "Fat", "Protein", "Carbohydrates" & "Calorific Values, Calories" in respect of raw food grains.
- 1.7 At any time, prior to the last date of submission of Tenders, Directorate of Education may amend the terms and conditions of the Notice Inviting Tender by issuing addendum. The amendments will be displayed on the website <https://govtprocurement.delhi.gov.in> & www.edudel.nic.in of Directorate of Education and no one will be informed in writing.
- 1.8 The technical bids submitted by the applicants will be evaluated by a committee to be formed to evaluate and monitor the entire process which would include senior officers of the department and also experts from other independent institutes / laboratories.
- 1.9 The technical bids would be evaluated against the demonstrated expertise of the organization in carrying out assignments and the technical adequacy of the proposal based on the detailed write up and plans furnished along with the tender documents.
- 1.10 The technical bid should consist of the following component: -
 - a) Technical Proposal.
 - b) Profile of the organization.
 - c) Past experience in similar nature of assignment.
 - d) Profiles of key personnel to be involved.
 - e) Detailed operations plan to execute the assignment.

1.11 The financial bid of only those bidders will be opened whose technical bid is accepted by the Technical Approval Committee constituted by the Department.

1.12 The cost mentioned by the bidder in the financial bid should be inclusive of sample lifting charges, testing charges, other overhead costs (if any), all taxes etc.

The government/government aided schools are spread over 29 Educational Zones in Delhi and the rates are to be quoted irrespective of the distance of the schools from where the samples are to be lifted.

1.13 Details of Zones, Schools and addresses of the empanelled NGOs are available with the Directorate which may be collected from the PM-Poshan Branch.

1.14 The Laboratory must be well equipped with all infrastructure required for a lab (as per conditions laid down by the National Accreditation Board for Laboratories or equivalent authority) for testing food samples. The laboratories other than Central/State lab should be FSSAI and BIS approved/ISO:9001-2008 and NABL accredited under the heading "Cereals, Pulses & Cereal Products" for at least 5 years.

2. ELIGIBILITY OF BIDDERS:-

2.1 The Bidding Agency should be a NABL accredited food testing laboratory (entities irrespective of their objectives "not for profit" or "for profit") notified/authorized/ approved by FSSAI situated in NCT of Delhi or NABL accredited Central/State Government Lab engaged in food testing and situated in NCT of Delhi.

2.2 The Bidding Agency / Laboratory must be capable for testing for Nutritional Value, micro biological, chemical testing of food items. Copy of such certificate / license issued by the Govt. Authority should be submitted with the Bid.

2.3 The Laboratory must be well equipped with qualified staff and all infrastructures required for a lab (as per conditions laid down by the National Accreditation Board for Laboratories (NABL) or equivalent authority) for testing food samples. Details of equipments should be furnished along with the Tender Forms.

2.4 The laboratories other than Central Govt./State Govt. lab should be Food Safety and Standards Authority of India (FSSAI) and Bureau of Indian Standards (BIS) approved/ ISO:9001-2008 and NABL accredited under the heading "Cereals, Pulses, and Cereal Products" for at least 5 years.

2.5 The laboratories should have experience of 03 years of testing food samples/raw food grains under Supplementary Nutrition programme of ICDS/ PM-Poshan programme or any other similar programme.

2.6 (a) The Bidding Agency should have experience in similar kind of services for at least last three consecutive years and should be having annual average turnover of Rs.2500,000/- during the last three financial years in the books of accounts ending F.Y. 2017-2018, 2018-19, 2019-20.

(b) The bidder should have the experience of completion of similar works in any of the Departments / Autonomous Institutions / Universities / Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies / Municipalities as follows (any one of the following during the last 10 years ending on 31/03/2020):-

- 2.7. The bidder blacklisted or debarred for any fault from any Govt. Department/Organization will not be eligible for bidding. The tenderer must submit an affidavit (**in the Annexure VII**) in this regard.
- 2.8 The bidder should not have incurred any loss in more than two years during the last three years ending F.Y.2017-18, 2018-19, 2019-20. An Affidavit is to be submitted in this regard.
- 2.9 The Bidders should be registered with GST.
- 2.10 The Bidder should also have clearance from GST and Income Tax Department, Relevant proof in support shall be submitted.
- 2.11 Non submission of any of the documents required to be submitted online by the bidders through e-tender with scanned copy of EMD for Technical Bid, will render outright rejection of Technical Bid of that bidder.
- 2.12 The financial bid of only those bidders will be opened whose technical bid is accepted.

3 PRE-BID CONFERENCE

- 3.1 Pre-Bid conference of the Bidders shall be held on in the PM-Poshan Branch, Directorate of Education, Room No. 252 Old Secretariat, Delhi-54 (venue may be reconfirmed as per clause 3.4 below). A maximum of 3 (Three) representatives of each Bidder shall be allowed to participate in the pre-bid conference.
- 3.2 The Bidders shall attend the said conference on the date and venue at their own cost. Details of the proposed/suggested variations/deviations/additions from the bid specifications/conditions, if any, should be clearly indicated while sending queries before the pre-bid conference.
- 3.3 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority and understanding the bidding condition, bidding process and for rejecting the Bid. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process. After the pre-bid conference, no further suggestions for deviations/variations/additions will be entertained.
- 3.4 The decision of the Department in this regard will be final. The interested participants may confirm venue of pre-bid conference of the bidders from Room No. 252, Directorate of Education, Old Secretariat, Delhi-110054, by visiting or calling at +91-11- 23890002, on the same day, 15-20 minutes before to the scheduled time.

4. Earnest Money Deposit (EMD).

- 4.1 All the Bidders are required to deposit an Earnest money of 2.5 lakhs in the form of FDR or Bank Guarantee and DD in original in the name favour of Director of Education, GNCT of Delhi payable at New Delhi. The EMD should be valid for a period of FORTY FIVE 165 DAYS beyond the final bid validity period. ~~If any agency is exempted from submission of EMD by any Govt. Competent Authority, copies of such Certificate(s) of exemption should invariably be submitted with the tender through E-tender. This Department has not registered any Lab for grant of exemption from EMD.~~

- 4.2 Proposals not accompanied by EMD / Exemption Certificate shall be rejected as non responsive.
- 4.3 No interest shall be payable by the Department for the sum deposited as EMD.
- 4.4 The EMD of unsuccessful bidders will be returned on completion of 30 days of award of the work.
- 4.5 EMD of successful bidder will be refunded / returned on receipt of Performance Guarantee.
- 4.6 The EMD shall be forfeited by the department in the following events-
- a) If the Bid is withdrawn during the validity period (or any extension of validity period agreed by the Laboratory).
 - b) If the Bid is varied or modified in a manner not applicable to the Department after opening of Bid during the validity period or any extension thereof.
 - c) If the Bidder tries to influence the evaluation process.
 - d) If the selected / successful bidder does not submit the Performance Guarantee and / any other requisite document.

5. Performance Guarantee.

- 5.1 The selected Bidder(s) shall be required to furnish a Performance Guarantee equivalent to 5% of the contract value rounded off to the nearest thousand Indian Rupees in the form of FDR or an unconditional and irrevocable bank guarantee from a Nationalised public sector Bank in India in the name ~~favour~~ of Director of Education, Government of NCT of Delhi, payable at New Delhi and valid for a period 60 (sixty) days beyond the date of completion of all contractual obligations of the bidder. The bank guarantee must be submitted after award of contract but before signing of the contract should be done immediately after award. Performance Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting / recovering any dues recoverable/payable from/by the organization on any account under the contract. On submission of performance guarantee and after signing of the contract, EMD would be returned.

6. One Bid per Bidder.

- 6.1 Each bidder can submit only one bid on-line. If a bidder enters more than one bid then the bids are liable to be rejected.

7. Cost of Bid and VALIDITY OF BIDS

- 7.1 The bidder shall bear all costs associated with the preparation and submission of bid and the Department will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
- 7.2 Bids shall remain valid and open for acceptance for a period of 165 days from the last date of submission Bids.

8. Site Visit and Verification of Information.

8.1 The bidder is required to lift and test samples of cooked food provided to the children of Primary and Upper Primary classes in Government and Govt. Aided schools of Directorate of Education under the PM Poshan from schools as well as kitchens of service providers and at the time of receiving of food grains at the godowns of the Food Corporation of India.

8.2 It shall be deemed that by submitting a bid, the Bidder has: -

- a) made a complete and careful examination of the Bidding Documents.
- b) received all relevant information requested from the Department:
- c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Department relating to any of the matters relevant to the Project;
- d) satisfied itself about all matters, things and information including matters referred to hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- f) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matter referred to hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss or profits, etc, from the Department or a ground for termination of the Agreement.
- g) acknowledged that it does not have a Conflict of interest; and
- h) agreed to be bound by the undertakings provided by it under and in terms hereof.

9. TENDER DOCUMENT:-

9.1. Contents of Tender Document

9.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for lifting, testing of samples of cooked food provided to the children of Primary and Upper Primary schools of Directorate of Education under the PM-Poshan Scheme and food grains supplied by the Food Corporation of India. The Tender document comprises of: -

- (a) Notice of Invitation of Tender.
- (b) Terms and Conditions.
- (c) Tender form for providing for lifting and testing of samples of cooked food provided to the children of Primary and Upper Primary classes(may be extended to 9 to 12 classes) under of Directorate of Education under the PM-Poshan I Scheme and food grains supplied by the Food Corporation of India and submission of Report(s)(Annexure- I)
- (d) Scope of Work (Annexure-II)
- (e) Price Bid (Annexure- III)
- (f) Evaluation criteria for technical bid (Annexure- IV)
- (g) Check list for Bid (Annexure-V)
- (h) Check list for Technical Evaluation (Annexure-VI)
- (i) Affidavit (Annexure-VII)
- (j) Form of Bank Guarantee for Performance Security (Annexure-IX)
- (k) Form of Agreement (Annexure-X)

- 9.1.2. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
- 9.1.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

10. PREPARATION OF BIDS:-

10.1 Language.

The bids and all accompanying document shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

10.2 Documents Comprising the Bid.

Tender document issued for the purposes of tendering as described in Clause 9.1 and any amendments issued shall be deemed as incorporated in the Bid.

- 10.2.1. The bidder shall, on or before the date **prescribed** in the Notice Inviting Tender, submit his bid online on the website <https://govtprocurement.delhi.gov.in>
- 10.2.2. Scanned-legible copies of all requisite documents are required to be submitted online along with technical bid and original affidavits should be submitted along with Original EMD.
- 10.2.3. The bidder shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs.2.5Lakh in the form of a Demand Draft from a Nationalised bank in favour of Director of Education, Government of NCT of Delhi, along with the Technical bid. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period (price Bid). The EMD has to be submitted Physically before the last date and time for submission of e-tender in the Office of DEPUTY DIRECTOR of EDUCATION **PM-POSHAN**, Directorate of Education, Old Secretariat, Delhi-54 and a scanned copy of the same is also to be uploaded along with the e-tender
- 10.2.4. The Bidder shall furnish the details regarding total number of works, as stated in Clause 2.6(b) completed in preceding three years, which were similar in nature and complexity as in the present contract regarding lifting and testing and reporting in respect of samples of cooked food and raw food grains.

10.3. BID PRICES:-

- 10.3.1. Bidder shall prepare the financial bid in the price schedule as provided in the Tender Document at Annexure-III. The quoted price will be valid for a period of 2 (two years). The quoted consolidated amount shall be inclusive all the liabilities of all taxes except GST as determined by the appropriate government from time to time and the cost of all materials and processes required for lab testing. Rates should be legibly mentioned in the Financial / Price Bid in figures as well as in words, Seal of organization / laboratory should be affixed along with the authorised signatory.
- 10.3.2. Single rate must be quoted for testing of samples. The Bid found with Multiple rates and Conditional bids/offers will be summarily rejected. The Discretion of the Department will be final whether the department will accept the rate for testing or not.

10.4. FORM OF BID:-

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

10.5. Currencies of Bid and Payment:-

10.5.1. The Bidder shall submit price bid/offer in Indian Rupees.

10.6. Duration of Contract:-

The contract shall be valid initially for two years. The contract can be further extended, on the same rates and terms & conditions, for further duration of two year on the basis of yearly. subject to satisfactory performance which will be decided by mutual consent between the Directorate of Education and the successful Bidder.

11. Submission of Bids:-

11.1.1. The bidder shall submit the Technical Bid and Financial Bid online on the website <https://govtprocurement.delhi.gov.in>.

11.1.2 The Technical Bid should consist of the following documents:-

Bid Security (Earnest Money Deposit) for an amount as detailed at para 4 above in the form of Demand Draft (in original) from a Nationalised bank in favour of Director of

- (a) Education, Government of NCT of Delhi, Old Secretariat, Delhi-54; A scanned copy of the same is required to be submitted along with e-tender.
- (b) Self attested one recent passport size photograph(s) of the authorized person(s) of the agency/company with name, designation, Office/Residential address and office Telephone numbers;
- (c) Self attested copy of PAN No. card under Income Tax Act;
- (d) Self attested copy of GST Registration Number;
- (e) Self attested copy of Valid Registration No. of the Agency/Firm under Societies Act/Companies Act 1956 or other relevant Act;
- (f) Self attested copy of valid NABL Certificate or FSSAI Certificate etc.;
- (g) Proof of Average Annual turnover as stated in Clause 2.6 supported by audited Balance Sheet;
- (h) Duly filled and signed **All Annexure**.
- (i) Other affidavits and undertakings as mentioned in the tender document specified in **Annexure-V**.

11.1.3 The Price Bid should be submitted online on the website <https://govtprocurement.delhi.gov.in>.

11.1.4 The tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender. Address for communication will be as follows :

**DEPUTY DIRECTOR of EDUCATION(PM-POSHAN),
Room No.252, Directorate of Education,
Old Secretariat, Delhi-54**

11.2 Late and Delayed Tenders:-

- 11.2.1. Bids must be uploaded through e-procurement site of Delhi Govt. along with scanned copy of EMD and original EMD be submitted in the Directorate office at the address specified above not later than the date and time stipulated in the NIT.

12.1 Bid Opening and Evaluation:-

- 12.1.1 The authorized representatives of the Department will open the Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.
- 12.1.2. The bid of any bidder who has not complied with one or more of the conditions will be summarily rejected.
- 12.1.3. Conditional bids will also be summarily rejected.
- 12.1.4. Subsequently, the technical bids will be evaluated as per the methodology given in the Annexure VI of the Tender document.
- 12.1.5. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

12.2 Right to accept any Bid and to reject any or all Bids:-

- 12.2.1. The Directorate of Education, Government of NCT of Delhi is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.
- 12.2.2. The Directorate of Education, Government of NCT of Delhi may terminate the contract if it is found that the agency is blacklisted on previous occasions by any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc. of any Government Central / State / GNCT of Delhi.
- 12.2.3. The Directorate of Education, Government of NCT of Delhi may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Performance Security or fails to execute the deed.

13.1 AWARD OF CONTRACT:-

- 13.1.1. The Directorate of Education, Government of NCT of Delhi may award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document and on the basis of lowest rates received.
- 13.1.2 Further, Directorate of Education, Government of NCT of Delhi reserves the right to award the work to more than one Bidders at L-1 rates, if consented by the concerned technically qualified bidders (offer of award of work on the L-1 rate shall be given to such technically qualified bidders on the basis of their financial bid i.e. first offer will be given to L-2, thereafter to L-3 and so on till the requisite number of bidders (to be decided by Directorate of Education, Government of NCT of Delhi) agree to L-1 rate) and the decision of Directorate of Education, Government of NCT of Delhi in this regard shall be final and binding on all the bidders.

- 13.1.2(a) There are 13 districts in Directorate of Education, Government of NCT of Delhi and work shall be awarded to such number of bidders (consenting technically qualified bidders) at L-1 rates to have separate food testing laboratories/bidders for each district. After award of work, these empanelled food testing laboratories/bidders shall be rotated/shifted for collection/testing of samples from one district to other district(s) quarter-wise at the sole discretion of Directorate of Education.
- 13.1.3 The Directorate of Education, Government of NCT of Delhi will communicate the successful bidder/bidders by facsimile confirmed by letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Offer") shall prescribe the amount which the Department will pay to the successful bidder/bidders in consideration of the execution of work/services as prescribed in the contract.
- 13.1.4 The successful bidder/bidders will be required to execute a contract agreement in the form specified in Annexure-X within a period of 30 days from the date of issue of Letter of Offer.
- 13.1.5 The successful bidder/bidders shall be required to furnish a Performance Security within 15 days of receipt of "Letter of Offer" for an amount equal to ten per cent of the total value of the contract in the form of an Fixed Deposit Receipt, or Bank Guarantee from a Nationalised bank in an acceptable form (Annexure- IX) in favour of the Director of Education, Government of NCT of Delhi. The Performance Security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations.
- 13.1.6 Failure of the successful bidder/bidders to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security. The performance security will be released only after the successful completion and final payment of the job. No interest will be paid by the Directorate of Education on performance security.

14 RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

- 14.1 The Earnest Money Deposit of the unsuccessful bidders in the technical Bid evaluation stage shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- 14.2 The Earnest money deposit of all the bidders shall be returned, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.

Terms and condition for lifting and testing of samples of cooked food provided to the children of primary and upper primary schools classes (may be extended to 9 to 12 classes) under Directorate of Education under the PM-POSHAN, and food grains supplied by the Food Corporation of India and submission of Reports:

1. Cooked food is served to children of Government and Government Aided Schools under the Directorate of Education in the Primary and Upper Primary Sections classes (may be extended to 9 to 12 classes) under the PM-Poshan scheme. The meals are prepared in the semi-automated kitchen of empanelled NGOs/Service Providers. The selected Firm/Laboratory has to lift sample(s) of cooked food from kitchen of NGOs/Service Providers immediately after the meal is prepared, samples of cooked food from the school(s) before it is being served to the children as per schedule and raw food grains supplied by the Food Corporation of India to the NGOs/Service Providers. **The quantity/volume of Sample will be intimated while issuing work order.**
2. **As on date number of schools, kitchens, godowns spread all over Delhi are as under:**

(i) Govt. Schools	:	1026
(ii) Govt. Aided Schools/AIE Centres	:	178+04 AIE centre
(iii) Empanelled Kitchens	:	39
(iv) FCI Godowns	:	06
3. These samples* are required to be collected as per the details given below: -

S. No.	Place of lifting of Sample(s)	Time of lifting	No. of Sample(s) to be lifted and tested	Remarks
1.	<u>Cooked Food</u> From Govt./Govt. Aided Schools. (sample to be lifted in front of the MDM Committee/any member and NGO/ authorised person)	a) Between 9AM to 10AM in r/o morning shift schools b) Between 2:30PM to 3:30PM in r/o evening shift schools on any working days.	Three samples in a month in r/o each NGO. (Quantity* will be intimated later)	The test report should be specific with nutritional values and should also be certified as to fit/not fit for human consumption.
2.	<u>Cooked Food</u> From Kitchens of empanelled NGOs/Service Providers. (in front of NGO/ authorised person)	a) Before 8 AM in r/o PM-Poshan supplied in morning shift schools b) Before 1 PM in r/o PM-Poshan supplied in evening shift schools.	One sample in a month in r/o each NGO. (Quantity* will be intimated later)	The test report should be specific with nutritional values and should also be certified as to fit/not fit for human consumption.
3.	<u>Raw Food Grains</u> At the time of lifting of food grains by NGOs from FCI Godown. (In front of representative of the department.)	Time of lifting of raw food grains viz Wheat and Rice from the FCI Godown will be intimated from time to time.	One sample each (wheat & rice) of raw food grains at the time of lifting from FCI (approximately 6 times in a year). (Quantity* will be intimated later)	The test report should be specific with nutritional values and should also be certified as to fit/not fit for human consumption.

(* The quantity/volume of Sample will be intimated while issuing work order.

4. **Number of Schools, kitchens and godowns and No. of samples** mentioned above in a month may decrease or increase and the decision of the department will be binding on the successful bidder.

5. The selected Bidder/Bidders/Laboratories is/are also required to lift the samples of cooked / raw food from the schools/kitchen / FCI godowns respectively in case any complaint is received about the quality of food being served or any report of incident of foreign material found in the food sample is received.
6. Any complaints intimated as received should be attended to and the food samples should be lifted immediately failing which the services of the Laboratory shall be liable to be termed as unsatisfactory performance/deficient services and penal action in accordance with the terms and conditions would be taken. Penalty in case of lifting of samples on complaints or in case of routine lifting of samples would be as under:
 - i) Late submission of report, beyond the prescribed time (which will be intimated at the time of issue of work order), shall lead to a penalty of 20% of total testing charges, for each working day. This penalty shall be deducted from the bills of the laboratory.
 - ii) In case the samples are not lifted as per the schedule prescribed or if the agency fails to lift the samples in case any complaint is received, then penalty @ 10% and 15% of the testing charges respectively, per sample failed to be lifted, upto a maximum of 20% of the total monthly expense shall be deducted from the bills of the laboratory.
 - iii) To assess the correctness of the test results being given by the Empanelled laboratories, samples at random, may also be sent to the Government Analyst or another empanelled laboratory for testing and if any variation is found, the result would be informed to the empanelled laboratories with that of a Government lab on three occasions in 6 months period, the empanelled laboratory concerned will be penalised by way of charging penalty at the rate on which the tests got done from the said Government Analyst or the other empanelled laboratory (i.e to say the Risk Purchase policy) and the said laboratory will be blacklisted for a period of two years, besides forfeiture of the performance guarantee;
 - iv) If it is revealed that the empanelled analytical Laboratory is involved in any form of fraud and collusion with the service providers of the Directorate of Education, the Laboratory concerned will be blacklisted for two years, besides forfeiture of the performance guarantee. The Laboratory shall also be liable for action under criminal law. The matter will also be notified to the concerned Controlling Authority of such Laboratories.
7. The selected Laboratory/~~shall~~Laboratories shall follow all norms/standards for lifting the cooked food samples/raw food grains as prescribed by the Authority issuing accreditation and/or such other Authority.
8. While collecting the samples, provisions of PFA Act (now repealed) and substituted as FSSAI Act & Regulations 2011 may be followed (refer to FSSAI Website www.fssai.gov.in). Samples shall be collected in sterilised containers and must also be preserved under the cool prescribed conditions.
9. Testing of sample required to be done on predetermined parameters/latest BIS standards such as "Protein Content", "Calorific Values, Calories", "Moisture", "Fat", "Total Carbohydrates" and micro biological parameters such as "E-Coli", Salmonella" and "total Plate Count" in respect of cooked food and testing of sample required to be done on pre-determined parameters/latest BIS Standards such as "Total Plate Count", "Yeast", "Mould", "Coliform", "Moisture", "Fat", "Protein", "Carbohydrates" & "Calorific Values, Calories" in respect of raw food grains.

10. The Laboratory in its report will submit whether the cooked food samples/raw food grains meet the nutritional values prescribed by the Government of India which is as per details given below: -

a) Prescribed standard nutritional values in PM-Poshan (cooked food), quantity of which will be intimated at the time of issue of work order are as under:

Chemical Parameters	Primary	Upper Primary
Protein	12 gms.	20 gms.
Calorific Value	450 cal.	700 cal.

b) Prescribed nutritional value for Raw Food Grains.

Chemical Parameters	Raw Food Grains	
	Wheat	Rice
Protein	11.5gms.	6.8gms.
Calorific Value	346Cal.	345Cal.

11. Test report should be furnished within twelve (12) days of lifting of samples unless the testing protocols prescribe a longer time. The report should be handed over in sealed cover in the PM-Poshan Branch of DOE and the contents of the Reports not be revealed to any person or body other than the Department. In case of loss of original report at any stage, photocopy duly authenticated test report shall be provided against a written request of the Department.
12. The successful bidder/Laboratory shall not sub contract the work to any other agency.
13. The successful bidder/Laboratory will submit the names of qualified man power in the establishment and management of Laboratory. Name of the responsible person(s) who will ensure the completion of work contract should be mentioned invariably in the technical bid.
14. The successful bidder/Laboratory will sign a contract/agreement with the department before the work order is issued.
15. Initially the contract will be for a period of two **year** which will be extended further for two year as per the requirement of the department, on the year to year basis.
16. In case the service is not found satisfactory, the department reserves the right to terminate the agreement even before the completion of contractual period.
17. The Department reserves the right to select one or more agencies who qualify the technical and financial bids.
18. The Laboratory shall submit the consolidated bills on monthly basis to the Deputy Director of Education **PM-POSHAN**, Directorate of Education, Old Secretariat, Delhi-110054. Payments will be made within one month's time on receipt of the bills and no interest will be payable.
19. The laboratory should have experience in testing of the parameters such as Protein, Calories, Micro biological parameters etc.
20. The Department and the successful bidder/laboratory shall, in so far as possible by mutual consultation, try to decide upon the meaning and intent of the tender/contract document. In case of disagreement, decision of the Director (Education) in this regard shall be final.
21. The Directorate of Education, Government of NCT of Delhi is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.
22. The Directorate of Education, Government of NCT of Delhi may terminate the contract if it is found that the agency is blacklisted on previous occasions by the any of the Departments/ Institutions/ Local Bodies/ Municipalities/ Public Sector Under-takings, etc.

23. The Directorate of Education, Government of NCT of Delhi may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Performance Security or fails to execute the contract agreement.

24. **FORCE MAJEURE:** - If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God, etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more, either party may at its option terminate the contract.

DISPUTE RESOLUTION:-

- (a) Any dispute and/ or difference arising out of, or relating to this contract will be resolved first through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved amicably by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Lt. Governor, Delhi.
- (b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act, 1996, as amended from time to time.
- (c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Laboratory shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

JURISDICTION OF COURT:-

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

Government of NCT of Delhi
(Mid Day Meal Branch)
Directorate of Education
Room No. 252, Old Secretariat,
Delhi-I 110054
Tender form (Technical Bid)

Name of work: Lifting and testing of samples of cooked food provided to the children of Primary and Upper Primary schools of Directorate of Education under the PM-Poshan Scheme and food grains supplied by the Food Corporation of India.”

1. Name of Laboratory and Address :
2. Regn No. and date if the firm is a partnership firm / joint venture / any other body incorporated under Companies Act or any other Act (attested copy of said documents are to be submitted with the Bid)
3. Registered Address :
4. Telephone No. :
5. E-mail address :
6. Details of Registration of the Lab :
(Under Societies Act/Companies Act etc)
if applicable.
7. Registration/Certification No. Along with date and validity (copies to be attached)
 - a. NABL certification :
 - b. FSSAI registration :
 - c. BIS/ISO certification :
8. a. PAN No. (Attach copy). :
b. GST no. :
(Attach copy)
c. GST No. :
Attach copy of Registration Certificate
/GST No.
(Attach copy of last return) :
9. Name of the Authorised Person :
Designation- Chairman/Director/
Any other person
(Please tick { } whichever is applicable)
Contact No. ----- Mob. No. -----
10. Previous Experience :
 - a. Attach list of organizations where testing of cooked food (similar Works) has been undertaken
11. Name of Department/Organizations with :
which there is current agreement, if any
12. Details of infrastructure :
Attach details on following :
 - a. Qualified Manpower
 - b. Equipped Mobile Vehicles for lifting :
samples of cooked food

Signature-----
 Name-----
 Seal-----

Place -----
 Date-----

SCOPE OF THE WORK

The Directorate of Education, Govt. of NCT of Delhi supplies fresh, cooked hot, nutritious food daily to more than 8.24Lakh in 1206 Government/ Government aided schools/AIE Centres run by Directorate of Education under the PM-Poshan scheme through various NGOs, which are presently 39 in number. To ensure that the mid day meal provided to the children meet the prescribed standards in terms of Protein, Calorific values and Micro biological parameters, testing of food samples (both cooked and raw) is required to be done periodically. The scope of work accordingly involves:-

1. To lift four samples per month in respect of cooked food of each NGO/service provider from the schools/kitchens of the NGO/service provider as per details provided in the terms and conditions of the tender.
2. To lift two samples of raw food grains from the FCI godown at the time of lifting of raw food grains.
3. To test the cooked food samples/raw food grains for protein, calories and microbiological parameters, etc as per required specifications detailed below.
4. To report the analysis of food samples on above parameters within specified period (which will be intimated at the time of issue of work order) of receiving /collecting such samples.
5. To keep the tested food samples preserved as per NABL norms.
6. Menu* of the PM-Poshan (for the period excluding rainy season i.e. July, Aug., Sept.):-
 - I. Atta and Besan Puri with Aaloo Curry/or Mixed Vegetables. (wheat based menu)
 - II. Atta Puri with Chholley (mashed vegetables added to the gravy). (wheat based menu)
 - III. Poustic Vegetable Daliya (wheat based)
 - IV. Rice with Kadhi (with vegetables added to the gravy). (Rice based menu)
 - V. Rice with Chholley (with mashed vegetables added to the gravy).(Rice based menu)
 - VI. Rice with Sambar/Dal (with vegetables added to the gravy). (Rice based menu)
7. Menu* of the PM-Poshan (for the monsoon season i.e. July to Sept.):-
 - I. Atta and Besan Puri with Aaloo Curry/or Mixed Vegetables. (wheat based menu)
 - II. Atta Puri with Aaloo Tomato Sabjee (mashed vegetables added to the gravy). (wheat based menu)
 - III. Poustic Vegetable Daliya (wheat based)
 - IV. Rice with Kadhi (with vegetables added to the gravy). (Rice based menu)
 - V. Rice with Dal i.e. Channa Dal (with mashed vegetables added to the gravy).(Rice based menu)
 - VI. Rice with Sambar/Dal i.e. Arhar Dal (with vegetables added to the gravy). (Rice based menu)

“*” Menu is subject to change at any time in future with the approval of Competent Authority

8. These samples(*) are required to be collected as per the details given below: -

S. No.	Place of lifting of Sample(s)	Time of lifting	No. of Sample(s) to be lifted and tested	Remarks
1.	<u>Cooked Food</u> From Govt./Govt. Aided Schools. (sample to be lifted in front of the PM-Poshan Committee/any member and NGO/ authorised person)	a) Between 9AM to 10AM in r/o morning shift schools b) Between 2:30PM to 3:30PM in r/o evening shift schools on any working days.	Three samples in a month in r/o each NGO. (Quantity* will be intimated later)	The test report should be specific with nutritional values and should also be certified as to fit/not fit for human consumption.
2.	<u>Cooked Food</u> From Kitchens of empanelled NGOs/Service Providers. (in front of NGO/ authorised person)	a) Before 8 AM in r/o PM-Poshan supplied in morning shift schools b) Before 1 PM in r/o PM-Poshan supplied in evening shift schools.	One sample in a month in r/o each NGO. (Quantity* will be intimated later)	The test report should be specific with nutritional values and should also be certified as to fit/not fit for human consumption.
3.	<u>Raw Food Grains:</u> At the time of lifting of food grains by NGOs from FCI Godown. (In front of representative of the department.)	Time of lifting of raw food grains viz Wheat and Rice from the FCI Godown will be intimated from time to time.	One sample of(wheat & rice)each raw food grains at the time of lifting from FCI (approximately 6 times in a year). (Quantity* will be intimated later)	The test report should be specific with nutritional values and should also be certified as to fit/not fit for human consumption.

(*)The quantity/volume of Sample will be intimated while issuing work order.

8. Testing Norms / Protocols to be followed:

- a) Prescribed standard nutritional values in mid day meal (cooked food), quantity of which will be intimated at the time of issue of work order are as under:

Chemical Parameters	Primary	Upper Primary
Protein	12 gms.	20 gms.
Calorific Value	450 cal.	700 cal.

- b) Prescribed nutritional value for Raw Food Grains.

Chemical Parameters	Raw Food Grains	
	Wheat	Rice
Protein	11.5gms.	6.8gms.
Calorific Value	346Cal.	345Cal.

9. The testing parameters are as under (to be carried out as per latest BIS Standards):

(i) **Cooked Food :**

Materials	Parameters	Standard Specifications (with latest amendments)
Chemical Tests		
Cooked Food	Moisture Fat Protein Total Carbohydrates Calorific Value, Calories	IS:4333 (part-2) IS:7874 (Part-1) IS:7219 SP: 18 (Part-3) IS:8220
Chemical Tests – Microbiological		
	Total Plate Count E-Coli Salmonella	IS:5402 IS:5887 (Part-1) IS:5887 (Part-3)

(ii) **Raw Foodgrains:**

Total Plate Count	Yeast	Mould	Coliform
Calorific Values, Calories	Moisture	Fat	Protein
Carbohydrates			

Note: The above testing parameters may change as per Govt. of India and /or Govt. of NCT of Delhi guidelines in this regard

Authorized Signature [In full and initials]:.....
 Name and Title of Signatory:.....
 Name of Laboratory:.....
 Address:.....

PRICE BID

Financial Proposal Submission Form
(refer clause 10.3.1 of tender document)

To,

The Deputy Director of Education (PM-Poshan),
Directorate of Education,
Government of NCT of Delhi,
Old Secretariat, Delhi-I 10054.

Dear,

We the undersigned offer to provide the required services for lifting and testing of samples of cooked food provided to the children of Primary and Upper Primary classes (may be extended to 9 to 12 classes) under ~~of~~ Directorate of Education under the PM-Poshan Scheme and food grains supplied by the Food Corporation of India. The details of calculation of unit cost for testing of samples are as under.

Parameter	Rate per sample (in INR)
“Sample lifting of cooked food from kitchens, Schools for chemical tests for “Protein Content”, “Calorific Values, Calories”, “Moisture”, “Fat”, “Total Carbohydrates” and tests for micro biological parameters such as “E-Coli”, “Salmonella” and “Total Plate Count” and Sample lifting of Raw Food Grains from FCI Godowns for Tests of “Total Plate Count”, “Yeast”, “Mould”, “Coliform”, “Moisture”, “fat”, “Protein”, “Carbohydrates” and “Calorific Values, Calories” as per latest BIS Standards”.	
Total Rs.	

We hereby offer our quotations which includes technical proposal and financial proposal on online with requisite EMD. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead our disqualification.

We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

Yours sincerely,

Authorized Signature [In full and initials]:.....
Name and Title of Signatory:.....
Name of Laboratory:.....
Address:.....

Before quoting the rate, the bidders may note the following points:

- i) The payment will be made after deduction of applicable TDS etc
- ii) The Schools, kitchens of NGOs and FCI godowns are spread all over in Delhi and rates are to be quoted irrespective of the distance of the location from where the samples are to be lifted.
- iii) Number of Schools, NGOs/Service Providers and their kitchens may increase or decrease during the contract period and information in this regard will be given to the successful bidder from time to time.
- iv) Furnishing false/incorrect/incomplete reports will render the bidder / laboratory to be disqualified/blacklisted.
- v) All disputes subject to Delhi Jurisdiction only.
- v)vi) Directorate of Education, Government of NCT of Delhi reserves the right to award the work to more than one Bidders at L-1 rates, if consented by the concerned technically qualified bidders (offer of award of work on the L-1 rate shall be given to such technically qualified bidders on the basis of their financial bid i.e. first offer will be given to L-2, thereafter to L-3 and so on till the requisite number of bidders (to be decided by Directorate of Education, Government of NCT of Delhi) agree to L-1 rate) and the decision of Directorate of Education, Government of NCT of Delhi in this regard shall be final and binding on all the bidders.

Evaluation Criteria for Technical and Financial Points

The Agency / Bidders which fulfils the following criteria shall be technically qualified

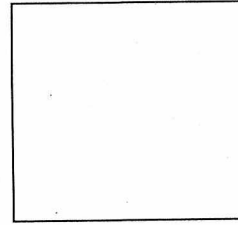
Credentials	
1	Annual Turnover of food samples (Rs.): a) The Bidding Agency should have provided experience in similar kind of services for at least last three consecutive years and should be having annual average turnover of Rs.2500,000/- during the last three financial years in the books of accounts ending F.Y. 2017-18, 2018-19, 2019-20.
2	NABL accreditation /FSSAI notification/ authorization/approval and BIS/ISO 9001-2008 certification (In case of Centre/State Govt. Labs NABL Accreditation)
3	Qualified & Experienced Manpower on rolls
4	Experience of testing food sample and raw food grains under ICDS/ PM-Poshan programme or any similar programme: a) >=3.5yrs to <7yrs b) >=7yrs to 10yrs c) Above 10 yrs Note :- Please refer clause 2.6 related to experience.

The financial bids of all the technically qualified firms / agencies / bidders will be opened for financial evaluation.

The work will be awarded to the L-1 agency. In case the financial bid of more than one agency is same as L-1 Moreover, in the event that there are two or more L-1 Bidders quoting the same financial Bid (the "Tie Bidders") for the work, the Department may award the work to more than one Bidders. Further, Directorate of Education, Government of NCT of Delhi reserves the right to award the work to more than one Bidders at L-1 rates, if consented by the concerned technically qualified bidders (offer of award of work on the L-1 rate shall be given to such technically qualified bidders on the basis of their financial bid i.e. first offer will be given to L-2, thereafter to L-3 and so on till the requisite number of bidders (to be decided by Directorate of Education, Government of NCT of Delhi) agree to L-1 rate) and the decision of Directorate of Education, Government of NCT of Delhi in this regard shall be final and binding on all the bidders.

Authorized Signature [In full and initials]:.....
Name and Title of Signatory:.....
Name of Laboratory:.....
Address:.....

**PROFORMA OF CHECK-LIST IN R/O BID FOR TESTING OF FOOD SAMPLES OF
PM-Poshan 2022-23**



1. Name :
2. Full Postal Address :
3. Telephone number :
4. e-mail id :
5. Year of registration/incorporation :

S No.	Name of desired Document	Whether copy of desired certificate/ Documents are uploaded
(a)	Bid Security (Earnest Money Deposit) for an amount of Rs.250,000/- in the form of an FDR or Bank Guarantee and DD in the form given in the Annexure VIII from a Nationalised Bank, in original and in the name of Director of Education, Government of NCT of Delhi, Old Secretariat, Delhi-54; A scanned copy of the same is required to be submitted along with e-tender. The EMD should have a validity of Forty Five Days from the date of submission. If any agency is exempted from submission of EMD by any Govt. Competent Authority, copies of such certificate (s) of exemption should be invariably be submitted with tender in original as well as scanned copy through e-tender	FDR/Bank Guarantee No. Dated: _____ Name of Bank and Branch
(b)	Self attested one recent passport size photograph(s) of the authorized person(s) of the agency/company with name, designation, Office/Residential address and office Telephone numbers; If the bidder is a partnership firm, name, designation, address and office telephone numbers of Directors / Partners be given	Yes/NO
(c)	Self attested copy of PAN No. card under Income Tax Act;	Yes/NO
(d)	Self attested copy of /GST Registration Number;	Yes/NO
(e)	Self attested copy of Valid Registration No. of the Agency/Firm;/lab	Yes/NO
(f)	Self attested copy of valid Provident Fund Registration Number;	Yes/NO
(g)	Self attested copy of valid ESI Registration Number;	Yes/NO
(h)	Self attested copy of valid Licence and Number under NABL and under any other Acts/Rules issued by the Competent Authority	Yes/NO
(i)	Proof of Average Annual turnover as stated in Clause 2.6 supported by audited Balance Sheet;	Yes/NO
(j)	Duly filled and signed Annexure-V,VI and VII.	Yes/NO
(k)	Other affidavits and undertakings as mentioned in the tender document: i. Affidavit reg. non-incurring of loss as para 2.8 and ii. Affidavit reg. Black listing / debarred by any Authority as at para 2.7	Yes/NO Yes/NO
(l)	Any other relevant information	

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Laboratory:.....

Address:.....

CHECKLIST FOR TECHNICAL EVALUATION

S.No.	Information to be provided	To be filled by the Bidder	Yes / No
1	Annual Turnover (in lakhs) as in 2.6		
2	Qualified & Experience Manpower on rolls		
3	Experience of doing Sample lifting testing and reporting services of food samples and raw food grains under ICDS/ PM-Poshan programme or any similar programme		
4	Volume of work done during last three financial years as specified in clause 2.6 of the NIT		
5	A) The Bidding Agency should have provided experience in similar kind of services for at least last three consecutive years and should be having annual average turnover of Rs.2500,000/- during the last three financial years in the books of accounts ending F.Y. 2017-18, 2018-19,2019-20.		
6	No. of Trained and experienced Professional staff in the field		
7	ISO Certification/NABL Accreditation / FSSAI / BIS approved, etc		
8	Details equipments, machinery etc available with the laboratory		

Note: Self attested photocopies of all necessary documents must be uploaded with technical bid through e-tender for verification of the information provided.

Authorized Signature [In full and initials]:.....

Name and Title of Signatory:.....

Name of Laboratory:.....

Address:.....

**(ON A STAMP PAPER OF Rs.100/-)
AFFIDAVIT**

To

(Designation and Name of the concerned Department)

Name of the firm/Agency _____

Name of the tender _____ Due date: _____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the statutory provisions of relevant Act and any other charges applicable from time to time.
4. I/we have never been blacklisted by central / state Government or any other Authority.
5. I/We understand that the Directorate of Education will be full competent to forfeit EMD / Performance Security as the case maybe and also lodge an FIR against our laboratory in case any documentary information furnished by us / on our behalf found to be false at a later.

(Signature of the Bidder)
Name and Address of the Bidder.

Telephone No.

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the "Bank") of the one part and _____ (Name of the Department) (hereinafter called the "Department") of the other part.
2. WHEREAS _____ (Name of the Department) has awarded the contract for Lab testing services contract for Rs. _____ (Rupees in figures and words) (hereinafter called the "contract") to M/s _____ (Name of the bidder / laboratory) (hereinafter called the "Bidder laboratory").
3. AND WHEREAS THE Bidder laboratory is bound by the said Contract to submit to the Department a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. _____ (Amount in figures and words) as stated above.
5. After the Bidder / Laboratory has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Bidder / Laboratory or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay without reference to the bidder laboratory and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Laboratory.

The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the bidder laboratory in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least Forty Five Days longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the Bidder / laboratory or if the Bidder / laboratory fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the Laboratory.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Bidder / Laboratory.

9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions "the Department", "the Bank" and "the Laboratory" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (year) being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name _____

Designation _____

I.D. No. _____

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

Witness-1.

Signature _____

Name _____

Address _____

Witness-2.

Signature _____

Name _____

Address _____

Directorate of Education
FORM OF AGREEMENT

This Agreement is made on the _____ day _____
(month) _____ year Between the President of India through the Directorate of Education,
Old Secretariat, Delhi-110054 (Name and Address of the Department) hereinafter called "the
Department", which expression shall, unless excluded by or repugnant to the context, be deemed
to include its successor in office and assigns of one part AND
..... (Name and address of
the Successful Bidder / Laboratory) through Shri _____, the authorised
representative (hereinafter called "the Laboratory) (which expression shall, unless excluded by or
repugnant to the context, be deemed to include its / their heirs, successors, executors,
administrators, representatives and assigns) of the other part, under which the Laboratory shall
provide services of lifting, testing and reporting in respect of samples of (i) cooked food being
provided to the children of Primary and Upper Primary classes (may be extended to 9 to 12 classes)
under of Directorate of Education Govt. of NCT of Delhi and (ii) Raw food grains supplied by the
Food Corporation of India under the PM-Poshan Scheme as per guidelines of MHRD, Govt. of India.

Now this Agreement witnesseth as follows:

1. In this Agreement words and expression, shall have the same meanings as are respectively assigned to them in the Terms and Conditions of Tender / Agreement hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.,
 - a. Letter of acceptance of award of contract
 - b. Terms and Conditions
 - c. Notice Inviting Tender
 - d. Scope of Work (**Annexure II of NIT**)
 - e. Addendums, if any
 - f. Any other documents forming part of the contract / tender.
3. In consideration of the payments to be made by the Department to the Laboratory as hereinafter mentioned, the Laboratory hereby covenants with the Department to execute the Lab-testing services [**as per scope of Work (Annexure II of NIT)**] as per the provisions of this Agreement and the tender document.
4. The Department hereby covenants to pay the successful bidder / Laboratory in consideration of the execution and completion of the services as per the provisions of this Agreement and the tender documents, the contract price of Rs.
5. Being the sub stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the times in manner prescribed by the contract

IN witness whereof the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Laboratory

For and on behalf of the President of India

Signature of Authorised official
Name of the official:
Stamp / Seal of the Laboratory

Signature of the Authorised Officer
Name of the Officer: Deputy Director of Education (**PM Poshan**)
Stamp / Seal of the Department

By the said

By the said

.....
.....
.....

..... (Name)
on behalf of the Laboratory in the
presence of :

on behalf of the Department in the
presence of:

Witness
Name:

Witness
Name:

Address:

Address:

Telephone No.:

Telephone No.: