

**GOVERNMENT OF INDIA
MINISTRY OF FINANCE
NATIONAL ACADEMY OF DIRECT TAXES,
REGIONAL CAMPUS
“PRAGYA” VIBHUTI KHAND, GOMTI NAGAR,
LUCKNOW - 226010**

**BID DOCUMENTS
ENGAGING CATERING SERVICES
AT
NATIONAL ACADEMY OF DIRECT TAXES,
REGIONAL CAMPUS, LUCKNOW- 226010**

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**TENDER DOCUMENTS FOR ENGAGING CATERING SERVICES AT AND ADITI
REGIONAL CAMPUS LUCKNOW**

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GOMTI NAGAR, LUCKNOW – 226010**

Tender No. NADT/RC/Lko/Catering Services/2022-23

Dated: 06.03.2023

BRIEF INFORMATION ON BID DOCUMENTS	
Duration of contract	For three years also extendable for two terms of one year each subject to satisfactory services on same terms and conditions
Last date of submission of Bid	20.03.2023
Date of opening of Technical bid	21.03.2023
Tentative date and time for opening of financial bid of tenders who qualify in Technical bid	27.03.2023
EMD	Rs 3 lakhs (approx 3% of the total cost Tender Amount).
Validity of bid	90 days from the date of submission of bid
Total number of pages of tender documents	53
Address and venue for submission of bids	NATIONAL ACADEMY OF DIRECT TAXES, REGIONAL CAMPUS,“PRAGYA” VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW - 226010

SECTION-1
(Notice Inviting Tender)

GOVERNMENT OF INDIA
MINISTRY OF FINANCE
NATIONAL ACADEMY OF DIRECT TAXES,
REGIONAL CAMPUS,
“PRAGYA” VIBHUTI KHAND,
GOMTI NAGAR, LUCKNOW - 226010

NOTICE INVITING TENDER

Earnest Money Deposit: Rs 3 lakhs (approx 3% of the Total Tender Amount).

NATIONAL ACADEMY OF DIRECT TAXES, REGIONAL CAMPUS-Lucknow–226010 invites sealed bids under two bid systems from registered firms/agencies engaged in Catering Services located at Lucknow. Sealed bidding documents (Technical Bid and Financial Bid along with EMD) duly filled in as per the instructions of the Tender Document should be addressed to the Additional Director General, National Academy of Direct Taxes, Regional Campus, “Pragya” Vibhuti Khand, Gomti Nagar, Lucknow and must be submitted at NADT, RC, Lucknow by 20.03.2023 up to 06:00 PM.

2. The tender document can be downloaded from the department website i.e. www.incometaxindia.gov.in and also from website of Central public procurement portal i.e. <https://eprocure.gov.in>. Quotes should be submitted in two bid patterns i.e. technical bid as per tender form in sec. 9 of bid documents and financial bid as per sec.10 of bid documents, both the bids in prescribed formats along with required prescribed documents should be placed in separate envelope and sealed and super scribed as tender for catering services-technical bid and tender for catering services-financial bid. Both the envelope should be placed in a single cover and super scribed as BID FOR CATERING SERVICES. Further, an amount of Rs. 3,00,000/- (Rs. Three lakhs only) towards EMD by way of Demand Draft in favour of Zonal Accounts Officer, CBDT, Lucknow along with other required documents has to be annexed with the technical bid.

3. The Bid documents completed in all respect should be received either by register post or drop in drop box in National Academy of Direct Taxes, Regional Campus, Lucknow latest by 20.03.2023 at 06:00 PM.

4. The technical bid shall be opened in the Conference Hall, National Academy of Direct Taxes, Regional Campus, Lucknow by the purchase committee on 21.03.2023 at 3.30 pm. The financial bid of only those bidder whose technical bids are accepted, shall be opened by the committee in presence of such bidders who may wish to be present. The date, time, venue of the opening of the financial bid shall be intimated to the technically qualified bidders separately.

5. The competent authority reserves rights to reject any or all the bids at any stage without assigning any reason. The decision of the competent authority of the NADT, RC, Lucknow shall be final and binding in this regard.

6. The successful bidders shall have to execute the contract as decided by the department, *failure to which contract shall be awarded to the next successful bidder.*

SECTION -2
(BID SUBMISSION FORM)

Date.06 .03.2023

To,

Additional Director General,
National Academy of Direct Taxes, Regional Campus,
"Pragya" Vibhuti Khand, Gomti Nagar, Lucknow

Invitation for Tender No. NADT/RC/LKO/Catering Services/2022-23

We, the undersigned declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing **Catering Services along with Manpower, Equipments & Machineries, Cleaning Material, Consumables** for the canteen services of NADT, RC, Lucknow.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remaining binding upon us and may be accepted at any time before the expiry of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body/PSU has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practice or any failure/ lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/ lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory

(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letterhead)

SECTION -3
BIDDER'S PROFILE

General:

1. Name of the Organization/ Agency
2. Name of the authorized person submitting the Bid
"Sh./Smt.....
3. Designation of the authorized person submitting the Bid
.....
4. Name, Designation, address and Mobile Number of alternate person.....
.....
.....
5. Address of the Organization.....
.....
.....
6. Tel. No. With STD code.....
7. Mobile No. of the person submitting the Bid.....
8. E-mail of the person submitting the Bid.....
9. Organization's E-mail ID.....
10. Website Address (if any).....
11. Registration & incorporation particulars of the Organization:
 - i. Private Limited
 - ii. Public Limited
 - iii. Any other (Please specify).....
12. Name of Director(s).....
13. E mail ID of Director (s).....
14. Mobile No of Director (s).....
15. Bidder's bank, its address and current account number.....
.....
16. Permanent Account Number (PAN).....

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract.
3. I/We give the rights to the competent authority of the office of the NADT, RC, Lucknow to forfeit the Earnest Money/ Security money deposit by me / us in case of breach of conditions of Contract.

Place:

Signature of Bidder/Authorized Signatory

Date:

Name of the Bidder

Seal

SECTION -4**Certificate on Non-Participation of near Relatives in the Tender****CERTIFICATE**

I _____ S/o _____,
R/o _____ hereby certify
that none of my relative(s) as defined in Section 12 of tender document is/are employed in
NADT, RC, Lucknow as per details given in tender document. In case at any stage, it is found
that the information given by me is false/ incorrect, NADT, RC, Lucknow shall have the absolute
right to take any action including termination of the Contract as deemed fit/ without any prior
intimation to me.

Place:

Signature of Bidder/Authorized Signatory

Date:

Name of the Bidder

Seal

SECTION -5

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding/ Tender Document Purposes, NADT, RC, Lucknow shall be referred to as a 'Client' and the Bidder/ Successful Bidder shall be referred to as 'Contractor' and/ or Bidder or interchangeably.
- 1.2 The Bidders are advised to inspect the site before filling in and submitting the bids to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.
- 1.3 The sealed bidding documents should be delivered in the Admin Section of this office by the stipulated date and time.
- 1.4 The tender documents may be downloaded from office website www.incometaxindia.gov.in and also from www.eprocure.gov.in.
- 1.5 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.6 Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the 'Client'. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS BIDDING DOCUMENT.**
- 1.7 The bidder shall attach the copy of the authorization letter/ power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.8 All bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria that Technical Bids not accompanied with EMD of requisite amount/format for any other requirements, stipulated in the tender documents are liable to be rejected.
- 1.9 For all purposes of contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement to NADT, RC, Lucknow.

The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

The requirements of catering services manpower are tentative and may increase or decrease at the sole discretion of the Competent Authority of the client

2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

- a. **Registration:** The Bidder should be registered with the Income Tax, GST and also registered under the Labour Laws, Employees Provident Fund Organization, Employees State Insurance Corporation.
- b. **Experience:** The Bidder should have experience in the similar field of providing Catering Services in the Government Departments/ Public Sector (Central or State) for the last five consecutive years. In case no bidder has provided government experience/public sector experience, then the bidders with experience in reputed organizations may be considered by the Competent Authority of the Client. The bidder is required to attach the proof of having provided catering services in the technical bid documents.
- c. **Turnover:** The Bidder should have a turnover of at least Rs. 30 lakhs (Rupees Thirty Lakhs) in each of the Financial Years 2018-19, 2019-20, & 2021-22 (not taken F.Y.2020-21 in consideration because of Covid Year).

2.1 Documents supporting the Minimum Eligibility Criteria

- i. In proof of having fully adhered to minimum eligibility criteria at 2(a), attested copies of PAN Registration, Service Tax Registration, Labour Registration, EPFO Registration, ESIC Registration shall be acceptable.
- ii. In proof of having fully adhered to minimum eligibility criteria at 2(b), attested copy of experience certificates for completed work issued by the Government Departments/ PSUs shall be acceptable.
- iii. Attested copy of the audited balance sheets along with audit report for the completed three Financial Years i.e. for 2018-19, 2019-20 & 2021-22.

3. EARNEST MONEY DEPOSIT:

- 3.1 This bids should be accompanied by an Earnest Money Deposit of Rs. 3,00,000/- (Rs. Three lakhs only) in the form of Demand Draft of any nationalized bank. The validity of the Demand Draft must be up to 3 (three) months starting from the date of floating of tender. The Demand Draft shall be in favour of ZAO, CBDT, Lucknow and payable at Lucknow.
- 3.2. No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 3.4 The bids without Earnest Money shall be summarily rejected.
- 3.5 No claim shall lie against the Government/ Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.6 The bid security may be forfeited:
- i. If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - ii. In case of successful bidder, if the bidder
 - a. Fails to sign the contract in accordance with the terms of the tender document.
 - b. Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
 - c. Fails or refuses to honor his own quoted prices for the services or part thereof.

4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of 90 days from the last date of submission of Bids.

5. PREPARATION OF BIDS

- 5.1 **Language:** Bids and all accompanying documents shall be in English.
- 5.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information, documents in support of the minimum eligibility criteria & valid EMD of requisite amount.

Documents comprising the Bid:

- a. Bid submission Form duly signed and printed on Company's Letter Head (Section-2).
- b. Bidder's profile with undertaking.
- c. Sign and Stamp on each page of the tender document.
- d. All Forms, duly filled and signed and stamped.
- e. Earnest Money Deposit of Rs. 3,00,000/- (Rs. Three lakhs only)
- f. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section-5.

The Technical Bid should then be kept in a separate sealed envelope, super scribed as **“Technical Bid for Tender No. NADT/RC/Lko/Catering Services/2022-23 dated 06.03.2023”**.

5.3 **Financial Bid:** Bidder should prepare financial Bid in the Price Schedule as provided in the Tender Document (Section -10). Then the Financial Bid should be kept in a separate sealed envelope, super scribed **“Technical Bid for Tender No. NADT/RC/Lko/Catering Services/2022-23 dated 06.03.2023”** with the name and address of the Bidder.

6. SUBMISSION OF BIDS

- 6.1 The Bidder shall submit his bid in a sealed envelope containing two separate sealed envelopes consisting of (i) Technical Bid and (ii) Financial Bid, clearly subscribing so and both the envelopes shall be kept in another single sealed envelope and duly super scribed. The Bid shall be submitted not later than 06:00 PM of 20.03.2023 addressed to ADG, NADT, RC, Lucknow.
- 6.2 Bidders sending their bids by post/courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for post/courier shall be granted.
- 6.3 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However, the Competent Authority of the office of the NADT, RC, Lucknow reserves right to extend the date/ time for receipt of bids, before opening of the Technical Bids.
- 6.4 **Late Bids:** Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

7. BID OPENING PROCEDURE

- 7.1 The Technical Bids shall be opened in the Conference Hall, Administrative Block, NADT, RC, Lucknow by the Committee authorized by the Competent Authority of the office of the NADT, RC, Lucknow.
- 7.2 The financial bids of only those bidders whose Technical Bids are accepted, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the Financial Bids shall be intimated to the technically qualified bidders separately.
- 7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the Technical Bids and Financial Bids.
- 7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 7.5 All the presented Bidders or their representative may be required to sign the envelope to ensure the correctness of the bid.
- 7.6 After opening of the Technical Bids and verifying the EMD amount, the Technical Bids shall be evaluated later to ensure that the bidders meet the minimum eligibility criteria as specified in the Tender Document.
- 7.7 Refusal to sign the bid envelope by the bidder or his representative may disqualify his bid based on the decision of the Tender Committee.
- 7.8 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny by the authorized Committee. However, detailed evaluation shall be done only in respect of Valid Bid.
- 7.9 If date fixed for opening of bids is subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day at the same time and venue.

8 CLARIFICATION ON TECHNICAL BID EVALUATION

- 8.1 The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a

request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.

8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.

8.3 Client also reserves right to seek confirmation/ clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.1.

9. FINANCIAL BID OPENING PROCEDURE.

9.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/ their authorized representatives, who choose to be present at the time of opening of the Financial Bid.

9.2 All the technically qualified bidders/ their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorization letter from their Companies and shall be asked to sign on all the sealed envelopes containing the Financial Bid.

9.3 Any bidder objecting to the same shall be disqualified.

9.4 Absence of bidders or their authorized representatives shall not impair the legality of the process.

9.5 The Financial Bid price, as indicated in the Financial Bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final Financial Bid prices would be arrived at after detailed scrutiny/ correction of arithmetical error in the Financial Bid.

10. RIGHT OF ACCEPTANCE:

10.1 NADT, RC, Lucknow reserves all rights to request any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority, NADT, RC, Lucknow in this regard shall be final and binding.

10.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bid liable for rejection.

10.3 The Competent Authority, NADT, RC, Lucknow reserves the right to award any or part or full contract to any successful agency(ies) at its discretion and this will be binding on the bidders.

- 10.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the Competent Authority of NADT, RC, Lucknow reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- 10.5 NADT, RC, Lucknow may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments/ Institutions/ Local Bodies/ Municipalities/ Public Section Undertaking etc.

11. NOTIFICATION OF AWARD BY ISSUANCE OF ‘LETTER OF ACCEPTANCE’:

- 11.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy of Client duly acknowledged, accepted and signed by the authorized signatory and enter into an agreement within Thirty (30) days of receipt of the same by him. The successful bidder shall commence the work within 15 days of the date of agreement.

SECTION -6

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS:

- 1.1 In this Contract including the Schedules the following works and expressions shall (unless the context requires otherwise) has the meaning assigned to them in this Schedule.

Competent Authority	Shall mean Additional Director General, NADT, RC, Lucknow
“Agreement”	The word “Agreement” and “Contract” has been used interchangeably.
“Contractor”	The word “Contractor” and the “Successful Bidder” has been used interchangeably.
Client	The work “Client” shall mean the NADT, RC, Lucknow
Party	The word “party” means the Successful Bidder to whom the work of providing catering services has been awarded and the Client.
Letter of Acceptance	Shall mean the intent of the Client to engage the successful bidder for providing catering services in its premises
Notice to Proceed	Shall mean the date at which the catering services are to commence in Client’s premises
“Confidential Information”	Shall mean all information that is not generally known and which is obtained/ received during the tenure of the contract and relates directly to the business/ assets of Client including the information having the commercial value.
Termination Date	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful bidder to whom the work of providing Catering Services in Client’s Premise has been awarded.

1.2 CONFIDENTIALITY

- 1.2.1 The Contractor shall take all precautions not to disclose, divulge and/ or disseminate to any third party any confidential information, proprietary information on the Client’s business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/to business of the Client.

The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client's information.

- 1.2.2 If the Contractor receives enquiries from Press/ News/ Media / Radio/ Television or other bodies/ persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

2 PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

- 2.1 The successful bidder within fifteen days of the acceptance of the LoA shall execute a Performance Guarantee in the form of a Bank Guarantee of any nationalized bank of sum equivalent to **5% of the accepted contract value** in favour of ZAO, CBDT, Lucknow and payable at Lucknow. The Performance Bank Guarantee shall remain in force throughout the period of the Contract and upto three months beyond the expiry of the contract period.

- 2.1.1 Failure of the successful bidder to comply with the requirements of submission of Performance Bank Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of the bid and forfeiture of the earnest money deposit, in which case the Client shall make the offer to the alternative bidder at the discretion of the Client.

- 2.2 The Bank Guarantee can be forfeited by order of the Competent Authority of NADT, RC, Lucknow in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by NADT, RC, Lucknow sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final bill of the firm is passed by the Zonal Accounts Officer, CBDT, Lucknow.

3. SIGNING OF CONTRACT AGREEMENT

- 3.1. The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.

- 3.2 Client shall prepare the draft Articles of Agreement duly incorporating all the terms of the agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 3.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (02) days of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the Registrar of Stamps where the contract is proposed to be executed.
- 3.4 The Competent Authority of the Client or a person authorized by him shall sign the Contract agreement and return a copy of the same to the successful bidder.

4. CONTRACTOR'S OBLIGATIONS

- 4.1 The Contractor shall provide cleaning materials, edible consumables at Client's premises as per details in **Section 8** which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall also ensure that the kitchen, dining and the surrounding areas are neat and clean every time and shall be maintained in neat and tidy position every time. In case it is found that the catering services are not rendered satisfactorily, it shall invoke the penalties clause as defined in the tender document and the Client shall have the right to terminate the Contract besides forfeiting the performance bank guarantee submitted by the Contractor.
- 4.2 The Contractor shall also ensure that sufficient stock of all items i.e. Edible consumables items as defined in the Tender Documents are maintained as per the requirement of the Client for the catering services at NADT, RC, Lucknow.
- 4.3 In case, it is found that any items are of inferior quality or sub-standard quality, or the brand other than those specified in the Tender Documents is supplied; or if the branded items as per the Tender Documents are not supplied in the proportion to the requirements for executing the catering services for the standards of the Client, the Client shall be at liberty to treat the action of the Contractor as breach of Contract and shall terminate the Contract besides imposing penalties under the provisions of the Contract/ Tender Document and forfeiting the Performance Bank Guarantee.
- 4.4 The Contractor shall ensure that:
 - 4.4.1 All dinning, kitchen and surrounding are neat and clean every time.

- 4.4.2 Adequate stock of all the Cleaning materials/edible consumables are maintained in Client's premises.
- 4.4.3 The Consumable items are supplied to meet the full requirements of the premise.
- 4.5 The Contractor shall provide catering services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.
- 4.6 The Contractor shall submit to Client the details of amount deposited on account of EPF and ESI in respect of the deployed personnel at the time of submission of monthly bills.
- 4.7 The Contractor shall produce to the Client the details of payments of benefits like bonus, leave, relief, ESI, employer's contribution towards EPF etc. at the time of submission of monthly bills.
- 4.8 The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove any personnel with prior intimation to the Client, emergencies, exempted.
- 4.9 The Contractor shall cover its personnel under Insurance for personal accident and death while performing the duty and the Client shall own no liability and obligation in this regard.
- 4.10 The Contractor shall issue identity cards/ identification documents to all its employees who will be instructed by the Contractor to display the same at all times.
- 4.11 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/ duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 4.12 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. **The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income Tax Laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.**
- 4.13 The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost.

- 4.14 The Contractor shall cover all its personnel under the relevant Laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Contractor quarterly.
- 4.15 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
- 4.16 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 4.17 Necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.
- 4.18 Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Client after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.
- 4.19 The personnel of the Contractor shall be subject to detailed direction and control of the Contractor and in relation to manner and model of performance of duties, as agreed vide this agreement.
- 4.20 The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the Competent Authority of Client.
- 4.21 Contract shall deal with and settle the matter related with unions and shall make sure that no labour disputes/problems are referred to Client. It shall totally indemnify Client in this regard.
- 4.22 Be it private or public areas, the Contractor's employees shall be liable to be frisked/checked by the security personnel at Client premises or on duty at any time during performance are there duties.
- 4.23 Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.

- 4.24 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons/property at the premises on account of act of omission and commission by the staff deployed by him.
- 4.25 The Contractor shall ensure that except that of the Service Charges (as defined in the Price Schedule) all other levies (Wages, Uniform, ESIC, EPF, Bonus etc.), which are charged to Client in the Price Schedule are passed on to the deployed catering/mess staff as their monthly wages by the Contractor.
5. CONTRACTOR'S PERSONNEL
- 5.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.
- 5.2 The Contractor shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel.
- 5.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).
6. CONTRACTOR'S LIABILITY
- 6.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the catering/mess services to Client.
- 6.2 Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, Maharashtra Shop and Establishment Act or any modification thereof or any other laws relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.
- 6.3 Contractor staff shall always be disciplined; properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skill for carrying out a wide variety of work. The Contractor

shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify Client in all respects under this contract.

- 6.4 The Contractor shall not sub-contract or sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the Contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

7 CLIENT'S OBLIGATIONS

- 7.1 Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the required facilities at the location(s) to enable Contractor's employees to carry out the services.
- 7.2 The Client shall comply with and fulfill the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the services as soon as possible after the Client becomes aware of them.
- 7.3 The Client shall not be under any obligation for providing employment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any employee employer's relationship with any of the workers of the Contractor.

8. VALIDITY OF CONTRACT

- 8.1 The contract, if awarded, shall be for a period of three (03) years from the date of signing of Contract Agreement. In case of breach of conditions of Contract or in the event of not fulfilling the minimum requirements/ statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the Contractor and initiating administrative actions for black listing etc. solely at the discretion of the Competent Authority of the office of the Client. The initial period of one (01) years is further extendable for two terms of one year each subject to satisfactory services at the sole discretion of the office of the Client.

9. PAYMENTS

- 9.1 The Contractor shall raise invoice per month and submit the same to Client by 5th of every following month.
- 9.2 All payments shall be credited in the firm/organization bank account.
- 9.3 Client shall be entitled to deduct in accordance with applicable Laws, Income Tax at Source (TDS) or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 9.4 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

10. FORCE MAJEURE – OBLIGATIONS OF THE PARTIES

- 10.1 “Force Majeure” shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:
- i. War, hostilities, invasion, act of foreign enemy and civil war.
 - ii. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts.
 - iii. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague,
 - iv. Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty Eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable details.

- 10.2 The date of commencement of the event of Force Majeure.
- 10.3 The nature and extent of the event of Force Majeure.
- 10.4 The estimated Force Majeure Period.
- 10.5 Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

10.6 The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

10.7 Any other relevant information concerning the Force Majeure and/ or the rights and obligations of the Parties under the Contract.

11. TERMINATION

This Contract may be terminated forthwith by either Party by giving written notice to the other if:

11.1 The other Party is in material breach of its obligations under this Agreement and /or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty (30) days of receiving notice of such breach; or

11.2 The Contract may be terminated forthwith by the Client by giving written notice (before 30 days) to the Contractor, if:

- i. In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that even the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed.

12. DISCLAIMER

The relatives/ near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- a. Members of a Hindu Undivided Family (HUF).
- b. Their husband or wife.
- c. The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

13. INSOLVENCY

The Competent Authority of the office of the NADT, RC, Lucknow may at any time by notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events that is to say:-

- i. If the Contractor being a company shall pass a resolution or the Court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the

debenture holder shall be appointed or circumstances shall have arisen which entitled the Court or debenture holders to appoint a receiver or Manager.

14. CURRENCIES OF BID AND PAYMENTS

The Bidder shall submit his price bid/ offer in Indian Rupees and Payments under this contract will be made in Indian Rupees.

15. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

Jurisdiction of Court: This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the Courts in Lucknow.

SECTION-7

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The special conditions of Contract shall supplement the “Instructions to the Bidders” as set forth in Section 5 and General Conditions of the Contract (GCC) as set forth in Section 6.
2. INDEMNIFICATION:
The successful bidder is solely liable to fully indemnify and keep Client indemnified against all loses/ penalties/ awards/ decrees arising out of litigations/ claims/ application initiated against the Client on account of acts of omission/ commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance guarantee or from either the personal property of bidder or property owned by his firm/ company by way of initiating suitable legal litigation against the Contractor at any point of time.
3. LABOUR LAW COMPLIANCES
 - 3.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the Contractor to produce documents to verify that these provisions/ laws are complied with by the Contractor.
 - (a) All wages allied benefits such as leave, ESI, PF, Gratuity, Bonus etc, shall be paid by the Contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed.
 - (b) Bids shall be rejected, in case of wages quoted below the minimum wages as per Central Government labour laws/Ministries instruction.
 - 3.2 The contractor must have main office or branch office registered in Lucknow and submit a proof to this effect.
 - 3.3 The bidder must have prior similar work experience at least 5 years catering services in reputed government dept./ undertakings/ training institutes/ private organization of repute and must furnish the relevant documents and thereof.

- 3.4 The Contractor shall abide by all labour laws, laws related to EPF Organization, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month along with the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.
- 3.5 The Contractor shall be liable for any legal dispute/ case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.
- 3.6 The Contractor shall be responsible for compliance of all the laws, rule/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.
- 3.7 **The amount quoted in the financial bid (Monthly charges inclusive of all amount legally payable to the worker viz. PF, ESI, EDLI, Administrative charges etc.) shall be in accordance with order regarding minimum wages circulated by Ministry of Labour & Employment, O/o the Chief Labour Commissioner, New Delhi and commission/service charges in terms of O.M. dated 06.01.2023 circulated vide F.No. 6/1/2023 PPD, Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division. The wages quoted below the current prescribed rate applicable for central govt. i.e. below minimum wages are not considered and the bid shall be rejected.**
- 3.8 The Contractor shall submit periodical returns as may be specified from time to time.
- 3.9 An affidavit (on the stamp papers of Rs. 100/-) shall be submitted by the bidder regarding the fact that the persons employed by the contractor for the above work shall be the employees of the bidder for all intents and purposes and, in no case, shall a relationship of employer employee between the said persons and the Institute (National Academy of Direct Taxes, Regional Campus, Lucknow) shall accrue implicitly and explicitly and the bidder shall also be solely responsible for providing all the statutory benefits (as per relevant laws) e.g. P.F., ESI, Bonus, Gratuity, Leave etc. to eligible staff employed by it.

The affidavit should also contain a declaration that bidder shall make payment of compensation under the Workman Compensation Act or any other applicable Acts or Enactments in case of injury or death of any of its workers. The affidavit should also contain a declaration that the bidder shall take care all other statutory liabilities as well in the most sincere manner and shall solely be responsible for the same.

- 3.10 The bidder must have a valid license issued by fssai and enclosed a copy thereof. Failing with the bidder shall be liable to disqualify.
- 3.11 The crockery items stated in para-2 under B requirement for catering services must be reputed brands and there number should be sufficient to cater the needs of at least 100 persons if needed.

4. OFFICIAL RECORDS

- 4.1 The Contractor shall maintain complete official records of disbursement of wages/ salary, showing specifically details of all deductions such as ESI, PF etc. In respect of all the staff deployed in Client's office.
- 4.2 The Contractor shall furnish an undertaking that within seven days (07) of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of employees with certificate that the same have been deposited with ESIC/EPFO Commissioners.
- 4.3 Each monthly bill must accompany the:
- a. List of employees with their date of engagement.
 - b. The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/ Bonus etc.).
 - c. Copies of authenticated documents of payments of such contributions to EPFO/ESIC.
 - d. Declaration of the Contractor regarding compliance of EPF/ ESIC/Bonus and other laws as applicable from time to time.
- 4.4 The Contractor shall also prepare a register indicating all payments/ dues in respect of all the employees.

SECTION -8
SCHEDULE OF CATERING SERVICES

SCOPE OF WORK

The scope of services to be provided consists of running of the Catering Services (Mess Sewa) need to serve food in time as per the menu enclosed herewith and in consultation with the office in-charge of the NADT, RC, Lucknow. The food items should be supplied on all days including public holidays as per the rates approved by the Office in-charge/ Mess Committee. Also maintenance of kitchen, surrounding lobby, dining hall and store room, living area adjacent to these specified structure. The catering services are required on all the days of calendar month in the NADT, RC, Lucknow as per the Scope of Work (SoW). It includes certain managerial service for managing the services above as well as services provided to Administrative Block.

The services required to be carried out by the Supplier are given in the paragraphs below, which are only indicative and not exhaustive. The services expected from the supplier agency should be of the highest standards as indicated in the following paragraphs. The supplier shall have suitable staff deployed for this purpose, his own system of supervision and management, and shall have to furnish the details of the same to the purchaser on the commencement of the services.

A. HUMAN RESOURCE

The following number/qualification/experience of employees will have to be deployed by the Contractor for the above services, the supplier can deploy more employees if deemed necessary for rendering good quality services:-

B.

Category of Worker	No. of worker	Minimum Qualification	Experience
Manager	01	Diploma in Hotel Management	3 Years
Cook	02	Certificate in any food preparation Course	3 Years
Cook Helper / Assistant	03	Class-VIII [having experience in such kind of services]	2 Years
Waiter.	04	Class-VIII [having experience in such kind of services]	1 Year

B. CATERING SERVICES

1. Operating the kitchen and dining halls of the Hostel Block to provide catering service and to make available tea, coffee, breakfast, lunch, dinner and snacks to hostel block as well as in Administrative Block on the rates approved by the Office in-charge/ Hostel/ Mess Committee of NADT, RC, Lucknow to be provided during the period of the contract as per the rates within the ceiling limits specified by the Office Memorandum (OM) of Department of Expenditure, Ministry of Finance, Government of India from time to time.
2. Regular washing and cleaning of kitchen, store, crockery, utensils, equipment and appliances and maintaining them in a clean and hygienic condition.
3. The supplier will have to arrange all raw materials and all food preparing utensils & fuel (LPG as per Rules) & other appliances. He has also to arrange serving utensils like cups, plates, bowls, glasses etc. at his own cost.
4. The supplier shall make his own arrangements of transportation to bring raw materials, vegetables, fuel, utensils, cleaning/ washing materials and consumable of standard quality etc.
5. Preparations shall be made as per rates fixed and approved by the officer in-charge. Quality and quantity of the food, snacks, tea/ coffee etc, served by the supplier shall be investigated by the officer in-charge from time to time, if any discrepancy is found, will be viewed seriously. The food items should be supplied on all days including public holidays as per rates prescribed herein.
6. The supplier has to employ well behaved and well trained employees, in proper uniform, for providing catering services in the institute for all days in a month as mentioned in clause – A above.
7. The supplier shall pay such monthly rentals for the kitchen, store and other space, if any, occupied by his or on his behalf, as may be fixed by the Institute.
8. Vegetables, grocery, oils, ingredients of good quality and of brands approved by the NADT, RC, Lucknow need to be provided and the same will be inspected by the officer in-charge of the NADT, RC, Lucknow.
9. Day to day stock inventory of all vegetables, grocery and other items used for the preparation of food need to be maintained.

10. No usage of any type of artificial colouring agents or essence in preparation of food items. The total meals requirement will be given one day in advance by the Officer in-charge at NADT, RC, Lucknow.
11. Food preparation vessels, freezers, storing and serving vessels to be kept clean and in proper hygiene standards.
12. All food items to be stored fully covered in well maintained cold storage containers.
13. Any other task as and when arises or as directed by the Officer in-charge at NADT, RC, Lucknow which are required and fall within scope of catering services.
14. The canteen area, food preparation area, the food storage area, the drainages and culverts, to be kept spick and span at all times with specified cleaning products.
15. All organic wastes like packets for milk, oil, grocery covers and containers etc. to be duly cleaned off its organic components.
16. The cooking and non-cooking staff engaged by the suppliers shall be proficient in working on SS make customized cooking equipment of the Institute's kitchen and it shall be the responsibility of the supplier to clean and maintain such cooking equipment in proper condition. Further, the supplier shall be liable for repair and/or replacement of any such equipment which is damaged due to negligence or mishandling on the part of its deployed staff. In the alternative the cost of any repair/replacement borne by the NADT-RC LUCKNOW shall be recoverable from the payment due to the supplier. The supplier shall accordingly make proper arrangements for preparation and supply of such food items for which prior intimation shall be given to the supplier.

C. Penalties and fines

In case of deficiency in services/misconduct etc. the Supplier/ Service Provider shall be liable for imposition of penalties/fines and other penal action which are detailed as under:-

Sl. No	Description	Penalties/fines		
		1 st Instance	2 nd Instance	3 rd Instance
1	Delay in service delivery	Warning	3% of monthly billing amount	5% of monthly billing amount
2	Discrepancy in quantity of food, number of food items	2% of monthly billing amount	3% of monthly billing amount	5% of monthly billing amount

3	Non-deployment of required staff	1% of monthly billing amount per personnel per incident	2% of monthly billing amount per personnel per incident	3% of monthly billing amount per personnel per incident and or termination of agreement
4	Hygiene and quality/quantity concerns	2% of monthly billing amount+100% amount penalized by Food inspector/Department (if any)	3% of monthly billing amount+100% amount penalized by Food inspector/Department (if any)	5% of monthly billing amount per personnel per incident and or termination of agreement
5	If staff is found guilty of any disobedience or misconduct	2% of monthly billing amount per personnel per incident	3% of monthly billing amount per personnel per incident	5% of monthly billing amount per personnel per incident
6	If staff is found responsible for any theft, loss of material/articles/damages	Equivalent payment or replacement of material and/or replacement of staff	Equivalent payment or replacement of material+2% of monthly billing amount per personnel per incident	Equivalent payment or replacement of material + 3% of monthly billing amount per personnel per incident and/ or termination of agreement

D. Additional Terms and Conditions

The prospective bidder should conform to the following terms and conditions in addition to what have been specifically provided in the paras (A) to (C) above –

- i. The bidder must have a registered office or branch office in Lucknow and submit a proof to this effect.
- ii. The bidder must have a prior similar work experience of at least three years in catering services in reputed govt. departments/undertakings/training institutes or private organizations of repute and **must furnish relevant documentary evidence in respect thereof.**
- iii. The bidder must have a valid license issued by **FSSAI** State Govt./Central Govt. and enclose a copy thereof, failing which the bidder shall be liable to be disqualified
- iv. The bidder should have a minimum turnover of Rs. 30 lakhs or more in financial years 2018-19, 2019-20 & 2021-22 each of the three previous financial years and furnish relevant documentary evidence in respect thereof viz. Audited financial statement, copy of ITR etc.
- v. The bidder must not have been a defaulter in respect of any statutory obligation pertaining to Wages, EPF, ESIC etc. as per extant laws or convicted under any law for the time being in force or penalized by the Food Safety department. **An undertaking to this effect must be enclosed with the bid. In case of default or not submitting the requisite undertaking the bidder shall be liable to be disqualified.**
- vi. The Contractor shall be solely and exclusively liable and responsible to its personnel or other workers for the following:
 - a) The payment of wages, allowances and other benefits as per provisions of extant Central Wages Rates of Ministry of Labour, Government of India or any other applicable act or enactments in force from time to time.
 - b) The payment of compensation under the Workman's Compensation Act or any other applicable acts or enactments in case of injury or death of any of its personnel / other worker.
 - c) Any other allowances or benefits as admissible under different laws, rules and enactments to *employees*, including weekly rest / off day's leave, national holidays etc.
- vii. An affidavit (on the stamp paper of Rs.100/-) is required to be submitted by the bidder regarding the fact that the persons employed by the contractor for the above work shall be the employees of the bidder for all intents and purposes and, in no case, shall a relationship of employer employee between the said persons and the Institute (National Academy of Direct Taxes, Regional Campus,

Lucknow) shall accrue implicitly and explicitly and the bidder shall also be solely responsible for providing all the statutory benefits (as per relevant laws) e.g. P.F., ESI, Bonus, EDLI, Gratuity, Leave etc. to eligible Staff employed by it. The affidavit should also contain a declaration that bidder shall make payment of compensation under the Workman Compensation Act or any other applicable Acts or Enactments in case of injury or death of any of its workers. The affidavit should also contain a declaration that the bidder shall take care all other statutory liabilities as well in the most sincere manner and shall solely be responsible for the same.

- viii. The shortlisted bidder shall not sublet any part of the contract and shall be liable to deliver the services as per the contract.
- ix. The bidder shall be well equipped to undertake Hygiene audit as per prescribed parameters and reports shall be submitted to the Institute bi-annually.
- x. All the staff deployed by the bidder at premise/designated premise shall adhere to the Institute's policies for office timings/other guidelines.
- xi. The bidder shall provide uniforms, identity card, name badges and safety items/kits, shoes etc. to its staff working in the Buyer's premise. Staff should also ensure wearing gloves and hair covers while cooking and serving food.
- xii. The bidder shall maintain its gadgets and equipment etc. in good working conditions with all safety measures at its own cost and expenses
- xiii. The bidder shall be responsible for maintaining hygiene and safety of cooking/serving area and the catering staff deployed at the premise where food is being prepared/served.
- xiv. The crockery items stated in para (2) under **(A) Requirement for Catering Services** must be of reputed brands and their number should be sufficient to cater to the needs of at least 100 persons, if needed.
- xv. **The bidder shall provide food items for breakfast/bed tea/ High tea/lunch/dinner etc. to the trainee participants and other officials as per the menu and the schedule provided.** The menu has been designed in view of the different categories of trainees and other officials who shall avail the catering services to be provided by the bidder. **The menus shall be subject to change /revision by the Institute's Mess Committee.** The bidder shall quote the rates for each menu within the maximum limit specified in respect thereof. **Further, it shall be the exclusive responsibility of the shortlisted bidder to collect the payments from the trainees and other officials for the food items provided to them and on consumption basis for each part.** It shall not be the responsibility of the Institute to recover the fooding charges on behalf of the bidder.

- xvi. The Institute conducts training programmes throughout the year for different categories of officers/ staff whose number varies from year to year depending on the courses conducted and is not fixed or ascertainable in advance. Further, other official visitors in the Institute and staying in the hostel are also to be provided fooding services and their number is also variable. Hence, the member of officers/staff to be provided fooding services by the bidder is subject to fluctuation. It can also be nil if due to certain unforeseen conditions such as the Covid pandemic or other Acts of God or contingencies there may no hostel inmates or officers/staff to be provided with fooding services. These facts should be duly considered by the prospective bidders while submitting the Financial Bid.
- xvii. Buyer Institute can cancel the bidding process at any stage without assigning any reason and decision of the competent authority in this regard shall be final.
- xviii. In case of any breach of contract and/or non compliance with the terms and conditions as stipulated above (A to D). The services may be discontinued at the option of the buyer and appropriate panel action shall be initialed in the case of default.

Sd/-
DD-1

Sd/-
AAD-3

Sd/-
AAD-1

Special Menu

Annexure-A1

	<u>Breakfast</u> <u>08-09 a.m.</u>	<u>Lunch</u> <u>1.30-2.30 p.m</u>	<u>Dinner</u> <u>8.30-9.30 p.m</u>		
1	Toast with butter/Jam	1.Welcome drink. (Any one item)	Butter milk	Appetizer (Any one item)	Minestrone
			Soup		Sweet corn
2	Milk Cornflakes		Lemon water		Lemon Coriander
			Aam Pana		Hot & Sour
3. (Any Three item)	Assorted sandwich		Jaljeera		Peking
	Grilled sandwiches		Butter milk		Manchow
	veg. sandwiches	2.Starter (Any two items)	Paneer Tikka	2.Starter (Any two items)	Hariyali Tikka
			Paneer Pakora		Corn Salt N Pepper
			Vegetable Cutlet		Cheese Corn Roll
			Spring Roll		Spring Roll
			Honey Chilli Potato		Honey Chilli Potato
			Paneer Chilli Dry		Paneer Chilli Dry
	Cutlet (veg.)	3. Dry Vegetable (Any one item)	Mix Vegetable	3. Dry Vegetable (Any one item)	Mix Vegetable
			Gobhi Matar		Gobhi Matar
			Bhindi Do Pyaza		Bhindi Do Pyaza
			Stuffed Mushroom		Stuffed Mushroom
			Keema Hara Matar		Keema Hara Matar
	Pakoda (mix/onion)	3.Curry items(A) (Any one item)	Matar paneer	Dal (Any one item)	Dal makhani
	Moong pakodi		Kadhai paneer		Arhar
Masala Dosa		Shahi paneer		panchmelwa	
Fried Idli		Paneer do pyaza		any other pulse	
Poha		Palak Paneer	Curry items (A) (Any one item)	Matar paneer	
Upma		Corn Paneer		Kadhai paneer	
Samosa	(B) (Any one item)	Mushroom Matar			Shahi paneer
		Veg. Manchurian			
		Matar Methi Malai			
		Palak Corn Masala			
		Mushroom Boti			
		Punjabi Kofta			
Patties	(C) (Any one item)	Veg curry			Paneer do pyaza
Dhokla		Kadhi			Palak Paneer
Pav Bhaji		Gatta curry		Corn Paneer	
Chole Bhatore		Rajma		Paneer Chilly grav	
Assorted paratha		Lentils	(B) (Any one item)	Mushroom Matar	
	Chola	Veg. Manchurian			

			Chana matar		Soya chap
4.	Boiled eggs	4.Dal (Any one item)	Dal makhani		Veg curry
	Omelette		Arhar	Rice	Palak Corn Masala
			panchmelwa		
5 (Any one item)	Pancake	5 Rice.(Any one item)	any other pulse		Punjabi Kofta
	Small muffins/Pastry.		Plain rice		Plain rice
	Sooji Halwa		Jeera rice	Roti	Jeera rice
	Gulab jamun		Veg Biryani		Veg Biryani
	Jaleb		Fried Rice		Fried Rice
		Curd(Any one item)	Bundi raita	Salad	Plain roti& missi roti
					Lachcha Paratha
					veg Salad
					Papad,Pickel &Chutney
6	Tea/Green Tea		mix raita	Desert (Any three item)	Rasgulla Imarti&Rabri Badam Pista Kheer Ice Cream Brownie Rabri Rasmalai Raj Bhog
7	Coffee		veg. raita	Special Curry (Any Two Item)	Pasta
8	Fruits seasonal	7.Roti	Plain roti& missi roti		Penne Fusilli Bruschetta Baked Pesto Pasta Baked Spaghetti Thai Curry
9	Juice	8.Desert (Any Three item)	Ice cream Custard Fruit Cream Trousseau Brownie Apple Pie Kulfi Gulan Jamun Kesariya Kheer		
10	Sauteed Vegetables	9.Salad	veg Salad		
11	Sprout Salad	10.	Fruit salad		
		11	Papad,Pickel &Chutney		

Note 1- The above food items are subject to revision/change as per the discretion of the Mess Committee.

Note-2 The above schedule is indicative and the food items mentioned therein are to be generally provided to the trainees and other official guests staying in the Hostel. However, for senior authorities and other distinguished guests staying in the Hostel and also on special occasions, additional items shall be provided as per demand and at the rates finalized by the Mess Committee in consultation with the vendor.

Sd/-
DD-1

Sd/-
AAD-3

Sd/-
AAD-1

Indicative Schedule of items to be served in different menus in Normal Training Programmes

Bed Tea Tray	<u>Break Fast</u> <u>08-09</u> <u>a.m.</u>	<u>Lunch-</u> <u>1.30-2.30</u> <u>p.m</u>	<u>Evening Tea with Snacks</u> at dining Hall at 05:30 p.m	<u>Dinner</u> <u>8.30-9.30</u> <u>p.m</u>	Price (including GST)
In rooms as per requirement	as per Annexure "A"	as per Annexure "A"	(Tea/Coffee/Butter Milk with anyone of below items with sauce/ Green chutney (a)Onion/Aloo/Palak Pakoda- 75 gms (b)Allo Bada- 2nos (c)Veg Cutlet- 2nos (d)Veg Samosa- 2 nos. (e)Kachodi- 2 nos (f) Aloo Tikki- 2 nos	as per Annexure "A"	Full day menu not to exceed @ Rs. 375/-
	as per Annexure "A"	---	----	-----	Breakfast menu not to exceed @ Rs. 100/-
	-----	as per Annexure "A"	-----		Lunch menu not to exceed @ Rs. 175/-

				as per Annexure "A"	Dinner menu not to exceed @ Rs.175/-
In rooms as per requirement	as per Annexure "A-1"	as per Annexure "A-1"	(Tea/Coffee/Butter Milk with anyone of below items with sauce/ Green chutney (a)Onion/Aloo/Palak Pakoda- 75 gms (b)Allo Bada- 2nos (c)Veg Cutlet- 2nos (d)Veg Samosa- 2 nos. (e)Kachodi- 2 nos (f) Aloo Tikki- 2 nos	as per Annexure "A-1"	Full day Special menu not to exceed @ Rs. 550/-

Sd/-
DD-1Sd/-
AAD-3Sd/-
AAD-1

Office- Hours items

Sl No.	Items	Rate (in Rs.)
1	Tea	10
2	Coffee	15
3	Lemon Water	10
4	Chas	15
5	Mattha	20
6	Lassi	30
7	Milk	25
8	Stuff Paratha (1 piece)	20
9	Poori Bhaji (4 pcs)	30
10	Bread Pakoda (1 triangle)	20
11	Bread Roll (2 pcs)	18
12	Idli /Vada (4 pcs)	40
13	Cutlet (2pcs)	40
14	Sandwiches (2 pcs)	20
15	Toast Butter (2pcs)	20
16	Omelette (2 eggs)	30
17	Boiled Egg with garnish masala (2 pcs)	25
18	Salad	25
19	Curd (1 bowl)	15
20	Dal (1 bowl)	15
21	Dry Vegetable (1 bowl)	20
22	Curry vegetable (1 bowl)	25
23	Paneer vegetable (1 bowl)	30
24	Rice Plain (1 bowl)	15
25	Roti	5
26	Plain Paratha	15
27	Samosa	10
28	Poha	20
29	Patties	20
30	Paneer pakoda (6 pcs)	80
31	Vegetable pakoda (8 pcs)	40
32	Onion Pakoda (8 pcs)	40
33	Thali Veg. (Meal)	75
34	Special Thali	100
35	Biscuit	10
36	Special Tea in pot	20

Sd/-
DD-1Sd/-
AAD-3Sd/-
AAD-1

Annexure B

Brand/Quality of Materials To Be Used

Sl. No.	Item	Brand
1	Rice	Basmati (India Gate/Kohinoor) or equivalent
2	Dal/Pulses	Brand as approved by DTRTI
3	Cooking Oil	Rice Bran/Sunflower Oil (Safola, Fortune)
4	Atta	Ashirvad/Pilsburry/Annapurna/Farm Fresh/Patanjali/Golden Harvest
5	Pickles	Brand as approved by DTRTI
6	Bread	Modern/Brittania/Mr. Brown
7	Butter/Cheese	Amul/Britania/Mother Dairy
8	Jam	Kissan/Tops
9	Sauce	Kissan/Maggi
10	Milk	Branded pasteurized Milk (Amul/Namastey India/Parag/Mother Dairy)
11	Curd	Freshly prepared
12	Tea Bags	Tajmahal/Lipton/Tetley
13	Biscuits	Brittania/Parle/Sunfeast
14	Cookies	From reputed bakers
15	Vegetables	1 st Quality fresh from market
16	Fruits	1 st Quality fresh from market
17	Ice cream	Amul/Top inTown/Mother Dairy
18	Corn/Wheat Flakes	Kellogs/Nestle
19	Oats	Quaker
20	Masala	MDH/MTR/Everest/Golden harvest/Patanjali
21	Iodised Salt	Tata or any other reputed brand

The above mentioned brand list is indicative and the caterer must get the brand approved beforehand by NADT-RC Lucknow before using.

SECTION – 9
TENDER FORM
(TECHNICAL BID)

(On the letter head of the concern submitting the bid)

Dated:.....

To

The Addl. Director General,
National Academy of Direct Taxes,
Regional Campus,
“Pragya”, Vibhuti Khand, Gomti Nagar,
Lucknow – 226010

Ref.: Tender No.....

Sir,

I/We hereby undertake to supply the services as specified in the Bid/Tender Documents and agree to hold this offer open for a period of 90 days from the date of opening of the tender, I/we shall be bound by a communication of acceptance issued by you.

2. I/we have understood the instructions to Bidders and Terms and Conditions of Contract as enclosed with the invitation to the tender and have thoroughly examined the specifications of services to be rendered and am/are fully aware of the nature of the services to be rendered and my/our offer is to supply the services strictly in accordance with the requirements.

3. A crossed Bank Draft No..... Dated..... in favour of Zonal Accounts Officer, CBDT, Lucknow, for Rs. 3,00,000/- (Rs. Three lakhs only) as Earnest Money Deposit is enclosed. The Draft is drawn on _____ Bank payable at Lucknow.

4. Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor.

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/ by virtue of general power of attorney.

Or

A company and the person signing the document is the constituted attorney.

(Note: Delete whatever is not applicable. All corrections/ deletions should invariable be duly attested by the person authorized to sign the bid document.

5. Certified that the bidder has the experience of more than Five years in providing catering and related services. Certified copies of at least three work-orders pertaining to last two years are enclosed with this bid.

6. Certified that the bidder has a turn-over of Rs. 30 lakhs in this line of business in each of the last three years. Certified copies of the annual statements of accounts including the Profit & Loss Account and the Balance Sheet are enclosed with this bid.

7. A detailed profile of the organization as filled in as prescribed in the Annexure -1 of the Bid Documents is enclosed with this bid. Other details required to be submitted with this bid as per the Bid Documents are also enclosed as follows:

- a. Full particulars of organizations where the contractor has supplied such services in the current and two preceding financial years (Self-attested copies of the relevant work orders to be enclosed).
- b. Copy of the audited Balance Sheet, Profit and Loss Account of the Bidder for the previous three financial years (2019-20 & 2021-22).
- c. A certified photo copy of PAN Card.
- d. Copy of Sales Tax Registration Certificate/ Service Tax Registration Certificate.
- e. Information regarding any litigation, current or during the last five years in which the bidder was/is involved, the opposite party(ies) and the disputed amount.
- f. Details regarding any work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents to be enclosed).
- g. Details of support facilities to execute the order.
- h. Information regarding the proceeding for bankruptcy, insolvency or winding up in which the bidder is/ was involved or any other documents required in the aforesaid bid.

8. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding order between us.

Yours faithfully,

(Signature of bidder)

Date:

Seal

SECTION – 10
TENDER FORM
(FINANCIAL BID)

(On the letter head of the concern submitting the bid document)

To

The Addl. Director General,
National Academy of Direct Taxes,
Regional Campus,
“Pragya”, Vibhuti Khand, Gomti Nagar,
Lucknow – 226010

Ref.: Tender No.....

Sir,

I/We hereby undertake to supply the services as specified in Section III of the Bid/ Tender document and agree to hold this offer open for a period of 90 days from the date of opening of the Tender. I/we shall be bound by a communication of acceptance issued by you.

2. I/ we have understood the instructions to Bidders and Terms and Conditions of Contract as enclosed with the invitation to the tender and have thoroughly examined the specifications of services to be rendered and am/are fully aware of the nature of the services to be rendered and my/our offer is to supply the services strictly in accordance with the requirements.

3. A crossed Bank Draft No..... Dated..... in favour of Sr. Zonal Accounts Officer, CBDT, Lucknow, for Rs. 3,00,000/- (Rs. Three lakhs only) as Earnest Money Deposit is enclosed. The Draft is drawn on _____ Bank payable at Lucknow.

4. Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/ constituted attorney of the sole proprietor.

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/ by virtue of general power of attorney.

Or

A company and the person signing the document is the constituted attorney.

(Note: Delete whatever is not applicable. All corrections/ deletions should invariably be duly attested by the person authorized to sign the bid document.

5. Certified that the bidder has the experience of more than Five years in providing catering and related services. Certified copies of at least three work-orders pertaining to last two years are enclosed with this bid.

6. Certified that the bidder has a turn-over of Rs. 30 lakhs in this line of business in each of the last three years. Certified copies of the annual statements of accounts including the Profit & Loss Account and the Balance Sheet are enclosed with this bid.

7. A detailed profile of the organization as filled in as prescribed in the Annexure -1 of the Bid Documents is enclosed with this bid. Other details required to be submitted with this bid as per the Bid Documents are also enclosed as follows:

- a. Full particulars of organizations where the contractor has supplied such services in the current and two preceding financial years (Self-attested copies of the relevant work orders to be enclosed).
- b. Copy of the audited Balance Sheet, Profit and Loss Account of the Bidder for the previous three financial years (2019-20 & 2021-22).
- c. A certified photo copy of PAN Card.
- d. Copy of Sales Tax Registration Certificate/ Service Tax Registration Certificate.
- e. Information regarding any litigation, current or during the last five years in which the bidder was/is involved, the opposite party (ies) and the disputed amount.
- f. Details regarding any work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents to be enclosed).

- g.** Details of support facilities to execute the order.
 - h.** Information regarding the proceeding for bankruptcy, insolvency or winding up in which the bidder is/ was involved.
8. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding order between us.

Yours faithfully,

(Signature of bidder)

Dated

Seal

SECTION – 10
TENDER FORM

(FINANCIAL BID)

(On the letter head of the concern submitting the bid document)

To

The Addl. Director General,
National Academy of Direct Taxes,
Regional Campus,
“Pragya”, Vibhuti Khand, Gomti Nagar,
Lucknow – 226010

Ref.: Tender No.....

Sir,

Having examined the bidding documents and having submitted the technical bid for the same, we, the undersigned, hereby submit the Financial Bid for supply of services as per the invitation for this and in conformity with the said bidding document at the prices and rates mentioned in the enclosed offer.

The price quoted by us for the services detailed in Section 8 of the bid document is as below:

S. No.	Item of Service	Rupees (per month)
1.	Items of service as detailed in sub-section ‘A’ of Section-8 of Bid Document	
1 (a)	The work-contract bid amount should be presented with following bifurcation:	
	(a) Category	Charges per worker per month (inclusive of all amounts legally payable to worker e.g. PF ESI etc.) to be mentioned in clear & specific manner)
	Manager	Number of Workers to be Employed
		Total Charges per Month

	Cook			
	Cook Helper/ Assistant			
	Waiter			
	(b) Commission/ Service Charges of the concern per month			
	(c) Total Charges per month (a+b)			
	(d) Service Tax & Other Taxes (If applicable)			
2	Items of Service as detailed in Sub-section 'B' of Section -8 of Bid Documents			
2 (a)	Service provider will furnish list of food preparing and serving utensils in the following proforma:			
	S No.	Description of crockery & utensils Brands	Brand	Whether ISI mark or not
	Total Monthly Charges (for all services quoted in Section 8 of Bid Document)			
TOTAL ANNUAL CHARGES (for all services quoted in Section 8 of Bid Document)				
	In figures			
	In Words			

2. We do hereby undertake that, in the event of acceptance of our bid, the supply of services shall be made as stipulated in the tender document and that we shall perform all the incidental services.

3. The price quoted is the final net price of all the services to be provided by us, inclusive of any incidental services that may need to be provided. We enclose herewith the complete Financial Bid as required by you. This includes:

- a. Price schedule as per Section 8 of Bid Document. The word 'No Quotation' is written across any or all of the items in the schedule for which a bidder does not wish to tender.

b. Statement of deviation from financial terms and conditions.

4. We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.

5. We have carefully read and understood the terms and conditions of bid document and its implications. We do hereby undertake to supply all the specified items of service.

6. Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/ constituted attorney of sole proprietor.

Or

A partnership firm and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/ by virtue of general power of attorney.

A company and the person signing the bid document is the constituted attorney.

(Note: Delete whatever is not applicable. All corrections/ deletions should invariable be duly attested by the person authorized to sign the bid document.)

7. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding order between us.

Yours faithfully,

(Signature of bidder)

Dated

Seal