

GOVERNMENT OF INDIA, MINISTRY OF FINANCE  
DIRECT TAXES REGIONAL TRAINING INSTITUTE  
“PRAGYA” VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW – 226 010  
Tel : 0522 -2720692

Tender No. DTRTI/ Catering Services/2016-17

Dated:28.06.2016

# **BID DOCUMENT**

**ENGAGING CATERING  
SERVICES  
AT  
D. T. R. T. I.,  
LUCKNOW**

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**TENDER DOCUMENT FOR ENGAGING  
CATERING SERVICES  
AT  
DTRTI, LUCKNOW**

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DIRECT TAXES REGIONAL TRAINING INSTITUTE,  
"PRAGYA" VIBHUTI KHAND,  
GOMTI NAGAR, LUCKNOW – 226 010  
Tel.: 0522 -2720692**

Tender No. DTRTI/ Catering Services/2015-16

Dated: 28.06.2016

**BRIEF INFORMATION ON BID DOCUMENT**

Tender No.	DTRTI/ Catering Services/2016-17
Duration of contract	Extendable for two terms of one year each subject to satisfactory services, on same terms & conditions.
Opening date for sale of forms Last date for sale of forms Last date for submission of forms	<b>28.06.2016</b> 13.07.2016 Up to 04:00 pm 13.07.2016 UP to 4.00 pm
Date of opening of Technical Bid	At 11.30am on 14/07/2016
Tentative date & time for opening of Financial Bid of Tenderers who qualify in technical bid.	Will be intimated after evaluation of technical bids
EMD	Rs. 10,000 (Rupees Ten Thousand only) payable through Demand Draft/ Bankers drawn in favour of Sr. ZAO, CBDT, Lucknow.
Cost of Tender Document	Rs.500/- (Rupees Five Hundred only) payable through Demand Draft drawn in favour of Sr. ZAO, CBDT, LUCKNOW.
Validity of Bid	120 days from the date of submission of bid.
Total number of pages of Tender Document	40
Address and Venue for sale of forms and submission of bids	DDO, DTRTI, Lucknow

## SECTION-1 (Notice Inviting Tender)

**GOVERNMENT OF INDIA, MINISTRY OF FINANCE  
DIRECT TAXES REGIONAL TRAINING INSTITUTE,  
“PRAGYA” VIBHUTI KHAND,  
GOMTI NAGAR, LUCKNOW – 226 010**

Tel.: 0522 -2720692

### NOTICE INVITING TENDER

*Earnest Money Deposit: Rs.10,000- (Rupees Ten Thousand only)  
Tender Document Cost: Rs. 500/- (Rupees Five Hundred only)*

DIRECT TAXES REGIONAL TRAINING INSTITUTE, LUCKNOW 226 010 (UTTAR PRADESH) invites sealed bids under two bid system from registered firms/ agencies for engaging in **CATERING SERVICES** located at **Direct Taxes Regional Training Institute, Lucknow (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 **DDO, Direct Taxes Regional Training Institute, “Pragya” Vibhuti Khand, Gomti Nagar, Lucknow (Uttar Pradesh)** and must be submit at DTRTI, Lucknow by **13.07.2016** up to 4.00 p.m.

The tender document can be purchased from DDO, DTRTI Lucknow **from 28.06.2016 to 13.07.2016 up to 4.00 pm** on payment of Rs.500/- (Rupees Five Hundred Only) by way of A/c payee Demand Draft in favour of Sr. Zonal Accounts Officer, CBDT, Lucknow. The tender document can also be downloaded from website [www.nadt.gov.in](http://www.nadt.gov.in). However, at the time of submission of bid, the requisite document charges of Rs.500/- by way of Demand Draft in favour of Sr. Zonal Accounts Officer, CBDT, Lucknow has to be deposit along with tender. Further, an amount of Rs. 10,000 (Rupees Ten Thousands Only) towards EMD by way of Demand Draft in favour of Sr. Zonal Accounts Officer, CBDT, Lucknow along with all other required documents has to be annexed with the technical bid.

The Technical Bids shall be opened in the **CONFERENCE HALL, Direct Taxes Regional Training Institute, Lucknow (Uttar Pradesh) on 14.07. 2016 at 11.30 A.M** by the Tender Committee in the presence of such bidders who may wish to be present. The financial bids of only those bidders whose Technical Bids are accepted, shall be opened by the Committee. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders separately.

The Competent Authority reserves the right to reject any or all the bids without assigning any reason, thereof and the decision of the Competent Authority of the **Direct Taxes Regional Training Institute, Lucknow (Uttar Pradesh)** shall be final and binding in this regard.

**SECTION-2**  
**(BID SUBMISSION FORM)**

**BID SUBMISSION FORM**

*Date: .....2016*

**LETTER OF BID**

To

The Drawing & Disbursing Officer  
Lucknow

Invitation for Tender No.: DTRTI/ Catering Services/2016-17

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 ALONGWITH MANPOWER, MACHINERIES, CLEANING MATERIAL, CONSUMABLES & CHEMICALS AND PEST CONTROL, AIR FRESHNERS for the DTRTI, LUCKNOW.**
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration 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 practices 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,

Authorised 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)*



16. Permanent Income Tax number, Income Tax Circle .....  
**(Please attach copies of income tax return for last three years)**

17. Service Tax Number.....  
**(Please attach copies of Service Tax Registration Number)**

18. TIN Number.....

20. EPF Registration Number.....  
ESIC Registration Number.....

21. Particulars of EMD

- i) Demand Draft / Bank Guarantee No.....
- ii) Date.....
- iii) Name of Bank.....
- iv) Address of Bank.....
- v) Validity of DD.....

22. Particulars of Tender Fee .....

- i) Demand Draft No. ....
- ii) Date. ....
- iii) Name of Bank.....
- iv) Address of Bank. ....
- v) Validity of DD.....

23. Description of similar work of Catering services executed during the last five years  
(Please furnish copies of completion certificate from the Government Department / Organization).

Description of Work Order executed	Actual Value of Work Order executed	Name of Government Department Organization	Start Date	Finish Date

## 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 and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
4. I/We give the rights to the competent authority of the office of the DTRTI to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
5. I hereby undertake to provide the composite housekeeping services as per the directions given in the tender document/contract agreement.

**Place:**

**Date:** ..... Signature of Bidder/Authorized  
signatory.....

Name of the  
Bidder.....

Seal of the Bidder

**SECTION-4**  
**CERTIFICATE OF NEAR RELATIVES**

**CERTIFICATE**

**Certificate on Non-Participation of near Relatives in the tender**

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 DTRTI OFFICE as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, DTRTI office shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

*Signed* \_\_\_\_\_

For and on behalf of the Bidder  
Name (caps)

\_\_\_\_\_

Position \_\_\_\_\_

*Date*

\_\_\_\_\_

# SECTION-5

## INSTRUCTIONS TO THE BIDDERS

### INSTRUCTIONS TO THE BIDDERS

#### 1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding / Tender Document Purposes, 'DTRTI shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder or interchangeably.
  - 1.1.1 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.
  - 1.1.2 The sealed bidding documents should be delivered in the Admin Section of this office by the stipulated date and time. Tender Documents may be collected from DTRTI on payment of non-refundable Tender Cost of Rs.500/- (Rupees Five Hundred only) through Demand Draft in favour of Sr. ZAO, CBDT, Lucknow and payable at Lucknow on any working day between 11.00 am to 3.00 pm.
- 1.2 The tender documents may also be downloaded from this office website [www.nadt.gov.in](http://www.nadt.gov.in) & [www.eprocure.gov.in](http://www.eprocure.gov.in)
- 1.3 Those bidders who wish to download the tender documents from the office website should furnish the non-refundable Tender cost of Rs.500/- (Rupees Five Hundred only) through Bank Draft/Pay Order along with the Bidding Documents and EMD.
- 1.4 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.
- 1.5 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.**
- 1.6 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.
- 1.7 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, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected.**

- 1.8 For all purposes of the 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 due to DTRTI. 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 is 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, Service Tax 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 housekeeping & catering services in the technical bid documents
- c. **Turnover:** The Bidder should have a turnover of atleast Rs. 50 lakhs (Fifty Lakhs) in each of the financial years **2013-14, 2014-15 & 2015-16.**

### 2.1 Documents supporting the Minimum Eligibility Criteria

- (i) In proof of having fully adhered to minimum eligibility criteria at 2(b), 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(c), 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 **2013-14, 2014-15 and 2015-16.**

## 3. EARNEST MONEY DEPOSIT:

- 3.1 This bids should be accompanied by an Earnest Money Deposit of **Rs. 10,000/-** (Rupees Ten Thousands 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 Sr. 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 **120 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, tender cost where applicable.

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
- b. Sign and Stamp on each page of the tender document.
- c. All Forms, duly filled and signed and stamped
- e. Earnest Money Deposit of Rs. 10,000/-
- f. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section-5.
- g. Tender cost of Rs. 500/- in case of downloaded forms.

The Technical Bid should then be kept in a separate sealed envelope, super scribed as **"Technical Bid for Tender No. DTRTI/ Catering Services/2016-17 Dated: 28.06.2016"** with the Name and address of the Bidder.

- 5.3 **Financial Bid:** Bidder should prepare financial Bid in the Price Schedule as provided in the Tender Document (Section 9). Then the financial bid should be kept in a separate sealed envelope, super scribed "**Financial Bid for Tender No. DTRTI/Catering Services/2016-17 Dated: 28.06.2016**" 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 the two envelopes shall be kept in another single sealed envelope and duly super scribed. The Bid shall be submitted not later than **04.00 p.m. of 13.07.2016** addressed to DDO, DTRTI, 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/couriers 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 DTRTI 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, DTRTI, Lucknow by the Committee authorized by the competent authority of the office of the DTRTI, Lucknow in the presence of such bidders who may wish to be present or their representatives.
- 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 main bid 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, i.e. verification of EMD, by the Tender Committee. However, detailed evaluation shall be done only in respect of Valid Bid.
8. 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 bids.
- 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 DTRTI, Lucknow reserves all rights to reject 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, DTRTI 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 bids liable for rejection.
- 10.3 The Competent Authority, DTRTI 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 DTRTI 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 DTRTI 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 Sector 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 to 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 General

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

Competent Authority	Shall mean Additional Director General, D'TRTI, 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 DTRTI, 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' premises 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/or 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 Sr. 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 DTRTI 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 DTRTI 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 Sr. Zonal Accounts Officer, CBDT, Lucknow.

## **3. SIGNING OF CONTRACT AGREEMENT**

4.1 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.

4.2 Client shall prepare the draft Articles of Agreement duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.

4.3 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.

4.4 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.

## **5. CONTRACTOR'S OBLIGATIONS**

5.1 **The Contractor shall provide cleaning materials, chemicals, edible consumables at Client's premises as per Schedule of Catering (Mess) Services (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 clauses 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.

- 5.2 The Contractor shall also ensure that sufficient stock of all items i.e Cleaning Materials, toiletries, edible consumables etc as defined in the tender document, are maintained as per the requirement of the Client for the catering services at DTRTI.
- 5.3 In case it is found that any item i.e Cleaning Materials, edible consumables etc are of inferior quality or sub-standard quality, or the brand other than those specified in the tender document, is supplied ; or if the branded items as per the tender document 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.
- 5.4 The Contractor shall ensure that:
  - 5.4.1 All dining, kitchen and surrounding are provided with all consumables / items every time.
  - 5.4.2 Adequate stock of all the Cleaning materials / consumable / chemicals is maintained in Client's premises.
  - 5.4.3 The stock details i.e. Receipt and Issue of the cleaning materials / consumables are maintained by the Contractor's Supervisors and must be produced immediately for inspection by the client when called for.
  - 5.4.4 The Cleaning Material / Consumable / Chemicals are supplied to meet the full requirements of the premises.
- 5.5 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.
- 5.6 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.
- 5.7 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.

- 5.8 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.
- 5.9 The Contractor shall cover its personnel under Insurance for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 5.10 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.
- 5.11 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.
- 5.12 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.
- 5.13 The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost.
- 5.14 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.
- 5.15 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
- 5.16 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 5.17 Necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.

- 5.18 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. .
- 5.19 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.
- 5.21 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.
- 5.22 Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.
- 5.23 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 of their duties.
- 5.24 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.
- 5.25 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.
- 5.26 The Contractor shall ensure that except that of the Service Charge (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 housekeeping staff as their monthly wages by the Contractor.

## **6. Contractor's Personnel**

- 6.1 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.
- 6.2 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
- 6.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

## **7. CONTRACTOR'S LIABILITY**

- 7.1 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 composite housekeeping services to the Client.
- 7.2 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 law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.
- 7.3 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 skills 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.
- 7.4 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.

## **8. CLIENT'S OBLIGATIONS**

- 8.1 Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the required facilities at the location(s) where the composite housekeeping Services are to be provided to enable Contractor's employees to carry out the Services.
- 8.2 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.
- 8.3 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.

## **9. VALIDITY OF CONTRACT**

The contract, if awarded, shall be for a period of one year 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 year is further extendable for two terms of one year each subject to satisfactory services at the sole discretion of the office of the Client.

## **10. PAYMENTS**

- 10.1 The Contractor shall raise invoice per month and submit the same to Client by 5<sup>th</sup> of every following month.
- 10.2 All payments shall be made in Indian Currency by means of an Account Payee Cheque.
- 10.3 Client shall be entitled to deduct in accordance with Applicable Law, 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.
- 10.4 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.

## **11. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES**

11.1 “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 detail:

- 11.2 the date of commencement of the event of Force Majeure;
- 11.3 the nature and extent of the event of Force Majeure;
- 11.4 the estimated Force Majeure Period,
- 11.5 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.
- 11.6 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.
- 11.7 any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

## **12. TERMINATION**

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

- 12.1 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 days of receiving notice of such breach; or

12.2 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 event the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed.

### 13. **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.
- 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)

### 14. **INSOLVENCY**

The competent authority of the office of the DTRTI 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.

### 15. **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.

### 16. **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 losses/penalties/awards/decrees arising out of litigation/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.

3.2 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.

3.3 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.

3.4 The contractor shall be responsible for compliance of all the laws rules/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.

3.5 The Contractor shall submit periodical returns as may be specified from time to time.

#### **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 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 decided in consultation with the office in- charge of the DTRTI. The food items should be supplied on all days including public holidays as per the rates approved by the Office in-charge/Mess committee, maintenance of its 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 DTRTI as per the scope of work. It includes certain managerial service for managing the services above as well as services provide 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 catering services:, the supplier can deploy more employees if we feels it necessary for rending good quality services:-

Category of Worker	No. of worker	Minimum Qualification	Experience
Manager	01	3 Years Diploma in Hotel Management OR MBA	3 Years
Receptionists	03	High School [working knowledge of English & Hindi languages].	3 Years
Cook	02	High School [Diploma in any food preparation Course]	3 Years
Cook Helper / Assistant	03	Class-VIII [having experience in such kind of services]	1 Year
Waiter	06	Class-VIII [having experience in such kind of services]	1 Year

1. All the employees should be in between 21 to 50 years of age and bear good moral character.
2. The supplier shall provide suitable and clean uniforms (i.e. according to work nature) to all employees engaged by him. It should also be ensured that the uniforms are not in worn out condition and are washed and ironed daily and are clean and tidy.
3. All employees should wear complete uniform according to their work nature and also displaying their identity all the time while on duty.
4. The employees should not smoke or indulge in any unhygienic activities at any public place which is prohibited under the law.
5. The financial bids will clearly state the total monthly amount to be paid to the personnel and such amount should not be less than the minimum wages payable as per the Minimum Wages Act. The bid quoting less than the amount of minimum wages will be rejected. The bidder should take care that the number, rate and amount should be written in such a way that interpolation is not possible. No blanks should be left which would make the tender liable for rejection.
6. The rates should be inclusive of and in accordance with the statutory provisions of Minimum Wages Act, PF Act, ESI, Bonus, Gratuity, Leave etc.
7. The bidder is solely responsible for the payment of Service Tax and all other taxes and government dues as may be applicable.
8. The bidder shall abide by the provisions of the Minimum Wages Act, Contract Labour (R&A) Act, 1970 and other Labour Laws applicable.
9. The agency shall also be responsible for providing all the statutory benefits (as per relevant laws), viz., P.F., ESI, Bonus, Gratuity, Leave etc. to eligible staff employed by it.
10. The Contractor shall be solely and exclusively liable and responsible to its personnel or other workers for the following:
  - i. The payment of wages, allowances and other benefits as per provisions of Minimum Wages Act or any other applicable act or enactments in force from time to time.
  - ii. The payment of compensation under the Workman's Compensation Act or any other applicable acts or enactments in case of injury or death or any of its personnel / other worker.
  - iii. 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.

11. 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 (Direct Taxes Regional Training Institute, 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.

## **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 DTRTI 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 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 in Annexure-1.
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 him or on his behalf, as may be fixed by the purchaser.

8. Vegetables, grocery, oils, ingredients of good quality and of brands approved by the DTRTI, need to be provided and the same to be inspected by the officer in-charge of the DTRTI before its usage.
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 DTRTI.
11. Food preparation vessels, freezers, storing and serving vessels to be kept clean and in proper hygienic standards.
12. All food items to be stored fully covered in cold storage containers.
13. Any other task as and when arises or as directed by the officer-in charge at DTRTI 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 spic and span at all times with specified cleaning products.
15. All in organic wastes like packets for milk, oil, grocery covers and containers etc. to be duly cleaned off its organic components.

**SECTION-9**  
**TENDER FORM**  
**(Technical Bid)**

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

Dated:.....

To

The Addl. Director General,  
Direct Taxes Regional Training Institute,  
"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 120 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 the **Sr. Accounts Officer, Zonal Accounts Officer, CBDT, Lucknow**, for Rs. 15,000/- (Rupees Fifteen Thousand 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 documents 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 \_\_\_\_\_ 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 over Rs. 50 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 document is enclosed with this bid. Other details required to be submitted with this bid as per the bid document 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 two financial years (2013-14 to 2015-16).*
- (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(s) 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 this \_\_\_\_\_ day of \_\_\_\_\_ of 20.....

Address \_\_\_\_\_

Telephone: \_\_\_\_\_

FAX \_\_\_\_\_

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

Company Seal

**SECTION – 10****TENDER FORM  
(Financial Bid)**

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

To

Dated: .....

The Addl. Director General,  
Direct Taxes Regional Training Institute,  
“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 Subsection '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	Number of Workers to be Employed	Total Charges per Month
	Manager			
	Receptionists			
	Cook			
	Cook Helper / Assistant			

	<b>Waiter</b>			
	<b>(b) Commission/ Service charges of the concern per month</b>			
	<b>(c) Total Charges per month (a + b)</b>			
	<b>(d) Service Tax &amp; Other Taxes (if applicable)</b>			
	<b>Total Amount to be paid by the DTRTI per month.</b>			
2.	Items of service as detailed in Subsection 'B' of Section-8 of Bid document			
2 (a)	Service provider will furnish list of food preparing and serving utensils in the following proforma:			
	<b>Sl.No.</b>	<b>Description of crockery &amp; utensils</b>	<b>Brand</b>	<b>Whether ISI mark or not</b>
				<b>Cost</b>
	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-V 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 120 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.*

*Or*

*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 this \_\_\_\_\_ day of \_\_\_\_\_ of 20...

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone:

FAX

Email

Company seal

## **ANNEXURE - I**

### **Eligibility and Qualification Criteria Details for Catering Services**

1.	Name of the concern	:
2.	Complete Address of the concern (with telephone No., Fax & E-mail)	:
3.	Complete Names and addresses of the Partners/Directors/Proprietor with mobile No. (in of firm/company/proprietorship)	:
4.	Contract persons(s) (with mobile number)	:
5.	Whether the concern has experience of at least five years in providing House Keeping & Catering Services in reputed organizations. If yes kindly provide proof in case of any one such organization.	: Yes/No
6.	Whether the concern has turnover of at least Rs. 50, Lacs per year during the last three financial years i.e. F.Y. 2013-14, 2014-15 & 2015-16. If yes, attach the certified copies of accounts for the years.	: Yes / No
7.	Whether the concern possesses all the statutory/non-statutory registrations, permissions, approvals etc. from the Competent Authorities for providing required catering services.	: Yes / No
8.	Proof/ Certificate from reputed organizations with whom the bidder has Contracts during Financial Years 2013-14, 2014-15 & 2015-16.	:
9.	Whether the affidavit (on the stamp paper of Rs.100/-) 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 is submitted.	: Yes / No
10.	Details of Earnest Money Deposit.	:
11.	PAN	:
12.	No. of workers to be deployed on full time basis.	:
13.	No. of years of experience in sanitation maintenance on contract activities basis,	:

### **DECLARATION**

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge and belief. In case any deviation / discrepancy is found in the above statement at any stage, the contract will be terminated immediately and the concern will be blacklisted.

(Signature of owner or authorized Signatory with date)

**ANNEXURE – II**

**FORM FOR PERFORMANCE GUARANTEE**

To

**The President of India**

WHEREAS .....  
(name and address of the Supplier) (hereinafter called “the Supplier”) has undertaken, in pursuance of contract no. .... dated ..... to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Supplier such a bank guarantee:

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, up to a total of .....  
..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the .....day of....., 20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of  
the officer

Seal, name & address of  
the Bank and address of  
the Branch

(Bank’s common seal)

**ANNEXURE-III**

**[FORMAT OF TENDER COMPLIANCE REPORT]**

To

**Subject: Tender for providing “Catering Services” for DTRTI – regarding.**

Dear Sir,

I have gone through the complete terms and condition of the Tender for Providing Catering Services at Hostel Block of DTRTI, Lucknow and accept the same.

Place:

Date:

Signature of Bidder

Name:

---

**OPENING OFFICER  
SEAL**

---

**SIGNATURE OF THE CONTRACTOR WITH**

## ANNEXURE-IV

### LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To

The

**Subject: Authorization for attending bid opening on.....(date)in the tender of “Catering Services at DTRTI, Lucknow. - Reg.**

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of ..... (Bidder) in order of preference given below:-

<b>Order of preference</b>	<b>Name</b>	<b>Specimen</b>
<b>Signature</b>		

I.

II.

Alternate Representative

Signature of bidder

Or Officer authorized to sign the bid Documents on behalf of the bidder

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.