

**REQUEST FOR PROPOSAL FOR CATERING AND CONSERVANCY AT DAD
COMPLEX, LEH.**

PART I

Introduction

The DAD Complex, Leh is a group of four DAD offices (including AAO(P) NC, LAO, DPDO and IFA), residential complex, a guest house and common mess building, situated near Rinchen Auditorium, besides Leh Airport. It also has a DG set power house and a Central Heating Plant. The total staff strength of this complex is around 35 (including officers & staff).

The details of the rooms in office and residence are as follows:

- **Office building**

Ground Floor- 13 rooms, 2 pantries, 4 toilets

First Floor- 12 rooms, 2 pantries, 3 toilets

- **Guest house building**

2 VIP suites (with 2 rooms & bathroom; 1 on each floor)

4 VIP rooms (with attached bathroom)

1 common TV hall

1 common Dining Hall

1 Kitchen, with 3 attached rooms, bathroom

- **Officers accommodation(1 storied)**

8 Single accommodation sets (each with 1BHK& a bathroom)

- **Staff accommodation(2 storied)**

14 Single accommodation sets (each with 1BHK& a bathroom)

- **Mess Building**

Ground floor- 1 Dining Hall, 1 Recreation room, 1 kitchen with attached room, 1 store room, 1 bathroom/ washing area

First floor- 4 rooms with attached bathrooms.

Instructions for the Bidders

1. The DAD Complex, Leh requires the services of a reputed, well established and financially sound Housekeeping Company/Firm/Agency for providing Catering and Conservancy.
2. The contract will be for **One Year w.e.f. 01/01/2019 to 31/12/19**. The period of the contract may further be extended after the completion of contract, if this office is satisfied with the present arrangement for housekeeping and cleaning or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of cleanliness by the selected Company/Firm/Agency. This office, however, reserves right to terminate the initial contract at any time after giving one month notice to the selected service provider Company/Firm/Agency.

3. General Information about the tender:

a.	Tender reference No.	AAO(P)/NC/LEH/01/C&C
b.	Mode/place of obtaining	CPPP portal https://eprocure.gov.in OR PCDA NC Portal http://pcdanc.nic.in OR By Hand- Area Accounts Office (Pay) NC, Leh DAD Complex, Near Rinchen Auditorium, Leh-194101
c.	Last date/time for submission of tenders	14/12/2018
d.	Time and date for opening of tenders	17/12/2018
e.	Place of opening of tenders	DAD Guest House, DAD Complex, Near Rinchen Auditorium, Leh-194101.
f.	Communication Address	Area Accounts Office (Pay) NC, Leh DAD Complex, Near Rinchen Auditorium, Leh-194101.

4. Tender documents shall be accompanied by a cash receipt for having deposited the tender fee in cash or a Demand Draft/Banker's Cheque for ₹500/- (Rupees Five Hundred only) drawn on any Nationalized Bank in favour of the '**Area Accounts Office (Pay) NC, Leh**' [AAO(P) NC, Leh], payable at Leh, towards the cost of tender form.
5. **Tender can only be submitted for both the services (Catering and Conservancy).** Tender submitted for single service will not be accepted.
6. Conditional bids shall not be considered and will be out-rightly rejected at the very first instance.
7. The tendering Company/Firm/Agency is required to enclose photocopies of the documents, duly self-attested, as per the requirements of Technical Bid as given in the Enclosure-III (properly indexed), failing which their bids shall be summarily/out-rightly rejected and will not be considered any further.
8. All entries in the tender form should be legible and filled clearly. If the space for furnishing of information is insufficient, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, cuttings, if any, in the Technical Bid Application must be initialled by the person authorized to sign the tender bids. All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the agency.
9. The quotations should be given in a **two-bid system, the Technical and Commercial bids.** The following enclosures are forwarded along with this enquiry to assist you in preparing your technical and commercial offer:

a.	Schedule of Requirement (SOR)	Enclosure-I
b.	Scope of Work (SOW)	Enclosure-I
c.	Standard Conditions of Contract	Enclosure-II
d.	Format of Technical Bid	Enclosure-III
e.	Format of Commercial Bid	Enclosure-IV
f.	Declaration about fraud & corrupt practices	Enclosure-V

The bids shall remain valid up to 120 days from the date of opening of bids.

A. Submission/opening of the tender

10. Please quote our tender reference no.& date of tender opening on sealed cover. Failure to do so may render your offer invalid.
11. **The Technical and Commercial bids are to be submitted in two SEPARATE SEALED ENVELOPES, duly marked as ‘Technical Bids for RFP No..... dated.....’ and ‘Commercial Bid for RFP No..... dated.....’.**
12. The quotes are to be super-scribed with your firm’s name, address and official seal and ink signed by tenderer or an authorized representative of the Tenderer.
13. Sealed bids will be addressed to **“The Sr. Accounts Officer, AAO (P) NC, Leh, DAD Complex, Near Rinchen Auditorium, Leh-194101”** and should be sent by post office or be dropped in the tender box placed at the Ground Floor of office building marked as Tender Box for providing Catering & Conservancy Services at DAD Complex, Leh.
14. Sealed quotations will be opened by a committee on due date and time along with a proof of identity. Your authorized representatives duly carrying an authorization letter from the company/firm may attend the tender opening. Due to any exigency if the date of opening of tender is declared as closed holiday, the tenders will be opened on next working day at the same time. **The date of opening of Commercial Bids will be intimated after acceptance of Technical bids.**
15. The Tenders sent by Fax will not be considered. To avoid complications about late Receipt/Non-Receipt of Tenders, it may please be noted that the responsibility rests with tenderers to ensure that tenders reach this office before due date & time. Late quotes will be rejected out rightly.
16. Commercial offers of only those firms will be opened, whose technical offers would be found suitable after technical evaluation. Further negotiations, if required, will be made only with the lowest bidder (L-1) as determined by the committee. The date, time and venue fixed for this purpose will be intimated separately. The commercial bid once opened will not be unilaterally revised by the firm, unless the firm is called for price negotiations specifically and asked to justify the rates.

B. EARNEST MONEY DEPOSIT (EMD)

Form of Bid Security: The bid security will be accepted in the form of Account Payee **Demand Draft, Fixed Deposit Receipt, or Bank Guarantee** from any of the public sector banks or a private sector bank viz, HDFC, ICICI & AXIS banks authorized to conduct government business, as per Form DPM-13, safeguarding the purchaser's interest in all respects. The

EMD should remain valid for minimum 165 days from the last date of submission of bids.

- a. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of ₹50000/- (Rupees FIFTY thousand only) in the form mentioned above, drawn in favour of the “Officer-in-Charge, AAO (P) NC, Leh,” **failing which the tender shall be rejected out rightly.**
- b. The EMD in respect of all the Agencies will be returned without any interest within 45 days from selection of Contractor. Further, if the Agency fails to provide services against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.

Form DPM-13

EMD Bank Guarantee format

Whereas..... (Herein after called the “Bidder”) has submitted their offer dated..... for the supply of..... (Herein after called the “Bid”) against the Buyer’s Request for proposal No..... KNOW ALL MEN by these presents that WE of..... Having our registered office at..... are bound unto..... (Herein after called the “Buyer) in the sum of..... for which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day of..... 20.....

The conditions of obligations are –

- (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
 - a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Buyer up to the above amount upon receipt of its first written demand, without the Buyer having to substantiate its demand, provided that in its demand the Buyer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(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

17. **Forwarding of Bids** – Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc. and complete postal & e-mail address of their office.
18. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in

writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

PART II

ENCLOSURE-I

1. Schedule of requirements (SOR)

Catering and conservancy at Office, Guest house, staff accommodation and Mess building.

Location	Personnel	Qty.	Duration (months)
Residence	Cooks	2	12
	Waiter	2	12
	Washer	1	12
	Safaiwala	4	12
Guesthouse	Cook	1	6
	Waiter	1	6

1. Scope of Work (SOW)

a. Catering at Mess & offices

- Daily Breakfast, Lunch and Dinner of around 35 people, including evening tea (and snacks)
- Special meals on occasion of parties
- Outdoor meals on occasional picnics
- Daily Tea/Coffee and Water service at all four offices

b. Catering & room service at Guest house

- Daily breakfast, lunch and dinner of around 15 people
- Tea/coffee/cold drinks/fruits on demand
- Special meals on conference/meeting

c. Conservancy at Office & accommodations

- Daily cleaning of office toilets and corridors
- Weekly cleaning/dusting of all office rooms and furniture
- Weekly cleaning of bathrooms & toilets of all residential rooms
- Weekly cleaning of entire campus
- Providing water to all rooms during winters

d. Conservancy at Guesthouse

- Daily cleaning of bathrooms & toilets of rooms
- Washing and changing of towels every alternate day
- Cleaning of bathrooms & toilets
- Regular washing and changing of bed sheets and pillow covers
- Daily cleaning of corridors, TV hall, kitchen and dining hall

e. Catering and conservancy material at Office, Residence and Mess hall will be provided by the user.

- f. Catering and conservancy consumables** at Guesthouse will be provided by the firm, including grocery, refilled LPG cylinder, bath soaps, detergent soaps, hair oils, harpik, detergent, naphtha balls etc. Non-consumables like towels, crockery, utensils etc. will be provided by the user.
- g. Charges for food at guest house**
- Managing agency will charge the guests for food services only at the fixed rates as approved by the Officer-in-Charge AAO (PAY).
 - Room Rent & Allied charges will be levied and collected by the user AAO (PAY).

Non-compliance with any of the above conditions by the Service Provider Company/Firm/ Agency will amount to non-eligibility for the services for which tender has been floated and its tender will be ignored summarily.

Yours Faithfully

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(Yogesh Kumar)

Sr. Accounts Officer (Pay)

PART III

C. STANDARD CONDITIONS OF CONTRACT(SCOC)

19. SCOC shall be required to be accepted in full by all the firms participating in the contract. A contract will be signed between the contract operating Authority (COA) i.e. successful bidder and office of the AAO (Pay) NC, Leh incorporating the SCOC as Enclosure - II of this RFP, which will form integral part of the Contract.

ENCLOSURE-II

STANDARD CONDITIONS OF CONTRACT

Standard Conditions of Contract: Standard conditions of contract are supplementary conditions applicable to a specific tender and contract. Such conditions become essential particularly in cases of contract for supply of services.

- a) Any short supply or inadequacy with regard to manpower and consumables employed by the contractor as stated in the commercial bid shall be viewed seriously.
- b) In the areas in the office which are to be cleaned daily, the first cleaning operation in all aspects shall be completed and made fit to use by 8.45 a.m.
- c) All weekly and fortnightly cleaning operations (other than dust removal on records through vacuum cleaning) shall be undertaken on Saturdays and holidays.
- d) **If the performance of the contractor is not found to be satisfactory, 5% of the bill amount of the month shall be deducted and in case of continued poor performance contract will be terminated after giving written notice.**
- e) No escalation of cost of consumable cleaning materials will be allowed during the period of the contract.
- f) The contractor is responsible for payment of monthly salary on due date to the employees through account payee cheques (no payment in cash).
- g) The contractor is solely responsible for the statutory payments such as ESI, PF etc. paid to the concerned authorities. Proofs of such payments have to be produced along with the bill for their reimbursement.
- h) The contractor shall submit the bills along with relevant documents for the current month in the succeeding month or thereafter so as to enable the Buyer to process the same and pay the contractor.
- i) Tax shall be deducted at source as per the Income Tax Act from the monthly bills.
- j) If in the opinion of the Buyer, the contractor engages inadequate number of employees or does not execute the work in a satisfactory manner or in accordance with the terms and conditions of the contract, the Buyer may get the work done through a third party contractor, without any written notice to the contractor, the cost of which shall be recovered from the contractor from the monthly payment and/or the money available with the Buyer as performance guarantee.
- k) In the event of the Buyer deciding to renew this contract on the same terms as embodied the decision to the contractor prior to the expiry of this agreement, in which event the parties to this agreement shall be governed by such documents for future or further transactions.
- l) It shall be the responsibility of the contractor to comply with the service conditions of its employees including fixation and payment of their wages. However, in order to keep the Buyer informed, for the purpose of the Buyer's statutory responsibilities and liabilities if any, as may be applicable from time to time, the contractor shall intimate the Buyer, the details of wages paid to the workmen and if the need arises to depute its representative to be present at the time and place of disbursement of wages by the contractor and inspect relevant records if any. The contractor needs to submit the Bank statement elaborating the payments transferred to the employees through A/c payee cheques along with bill for next month.

- m) The contractor shall ensure that its employees present themselves clean and tidy and in proper attire whenever they carry out the work covered by this agreement.
- n) The contractor shall indemnify and shall keep the Buyer indemnified against acts of omission or negligence, dishonesty or misconduct of the men engaged for the work and the Buyer shall not be liable to pay for any damages or compensation to such person or to third party.
- o) The contractor shall, at all times, indemnify the Buyer against any claim which could arise under the Workmen's Compensation Act, 1923 and/or under any statutory notification thereof or otherwise in respect of any damages or compensation in consequence of any accident, injury sustained to any of the workmen engaged by the contractor or other persons whose entry into the Buyer premises has been authorized by the contractor.
- p) In the event of any exigencies, the Buyer shall have discretion to call upon the contractor to provide such additional employees as may be necessary in its opinion for the purpose of effectively carrying out the services contemplated in this agreement.
- q) GST as per laws in force shall be paid by the Contractor.
- r) That the contractor shall arrange for the maintenance of all such registers and forms as are statutorily required and/or considered necessary for the efficient performance of the contract.
- s) That it shall be clearly agreed and understood by the contractor that all the persons provided shall be the employees of the contractor and all disputes between the contractor and its employees shall have no bearing on the Buyer. The Buyer shall not be responsible for any claims made by such persons and shall not be liable to pay any amount to any employee/ex-employee of the contractor. The contractor is fully responsible for disciplined behaviour of its workmen.
- t) All damages caused by the contractor or that of the contractor's employees or arising out of its employee's instruction shall be charged to the contractor and recovered from his dues/bills or adjusted against the performance guarantee.
- u) Failure by the contractor to comply with any statutory requirement and/or the terms of the agreement during the period of contract shall result in deductions from the bill at the rate fixed by the Buyer for each lapse and/or termination of the contract and subsequent disqualification from participation in any future tender of the Buyer and/or any other government Buyer.
- v) Besides the above, an undertaking as follows shall also be furnished:
"The contractor hereby agrees to undertake that he/she shall abide by and conform to the various provisions in so far as they relate to him as specified in the Contract Labour (R&A) Act, 1970" or any other labour law.
- w) The employees will work on all days including Saturdays and Sundays. Moreover, if so required the employees will also work on holidays as per requirement and as decided subsequently.
- x) The employees will work punctually at the prefixed/ timings.
- y) All the persons provided/engaged by the contractor will be the employees of the contractor and all disputes between the contractor and its employees will have no bearing on the AAO (P) NC, Leh and will not be responsible for any claims made by such persons and will not be liable in any manner. The contractor will be fully responsible for disciplined behaviour of its workmen.
- z) Failure by the contractor to comply with any statutory requirements and/or the terms of the agreement during the period of contract will result in termination of the contract and subsequent disqualification from participation in any future tender of the Buyer.
- aa) In case the contractor withdraws or the AAO (P) NC Leh terminates the contract for violation of terms and conditions and/or deficiency in services during the period of contract, the additional expenses in hiring a new contractor on temporary arrangement till the time of appointing a regular contract through a tender process, will be adjusted against payments to be made.

- bb) No negotiation will be undertaken with any tenderer except the lowest commercial bidder.
- cc) The employees/workers of the service provider will have no right to claim with the AAO (P) NC, Leh or to claim absorption on completion of the above contract scheme.
- dd) The Performance Security Deposit will be forfeited if the Contractor backs out without the explicit consent of the AAO (P) NC, Leh.
- ee) If the performance of the service provider is not up to the mark or is not found satisfactory the AAO (P) NC, Leh will either engage another contractor and/or cancel the contract on one months' notice.
- ff) Termination of Contract: The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:
 - (a) The delivery of the Services is delayed for causes not attributable to Force Majeure for more than three occasions during the contract.
 - (b) The Service provider is declared bankrupt or becomes insolvent.
 - (c) The AAO (P) NC, Leh notices that the Service provider has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.
 - (d) As per decision of the Arbitrator.
- gg) The contractor will not sublet or transfer any part of the contract.
- hh) If the performance of any worker/employees is not found satisfactory by this office, the contractor will be asked to replace him. In such case, the contractor is liable to deploy replacement within 48 hours at the maximum.
- ii) Payment will be made on monthly basis on receipt of bill. No advance payment will be made in any case. If any penalty is levied, then that will be deducted from the monthly bills.
- jj) The AAO (P) NC, Leh or the contractor in case of any failure or omission due to natural calamities, hurricanes or due to any statute or regulations of the government or because of any lock-outs, strikes, riots, embargos for any political reasons or otherwise beyond the control of any party including war (whether declared or not) civil war or state of insurrection, will give notice to other party within 15 days of the occurrence of such incident that on account of the above event the notifying party has delayed the performance beyond its reasonable control and it was not due to negligence or default on its part.
- kk) Either party as or when it gives notice of force majeure will provide confirmation of such event in the form of a certificate from the Govt. or the AAO (P) NC, Leh. The parties will be relieved of their respective obligations to perform, hereunder for so long as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the force majeure is established as provided herein above.

D. TECHNICAL AND COMMERCIAL BIDS

- 20. The Technical & Commercial bids are to be submitted strictly in accordance with Enclosure-III and Enclosure-IV to this tender enquiry. The commercial bid once opened will not be unilaterally revised by the firm, unless the firm is called for price negotiations specifically and asked to justify the rates.
- 21. Bids of those firms who do not fulfil the requisite qualifications are liable to be rejected.
- 22. This RFP is being issued with no financial commitment and office of the AAO (Pay) NC, Leh reserves the right to change or vary any part thereof at any stage. The office of the AAO (Pay) NC, Leh reserves the right to reject any or all of the offers without assigning any reason whatsoever. This office also reserves the right to withdraw the RFP, should it be so necessary at any stage.

E. TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANY / FIRM/ AGENCY

The tendering Service Provider Company/Firm /Agency should fulfil the following technical specifications:

- a) The Registered Office or one of the Branch Offices of the Service Provider Company/Firm/Agency should be located within Leh town.
- b) The Service Provider Company/Firm/Agency should be registered with the appropriate registration authority.
- c) Service Provider Company/ Firm/Agency should have at least three years' experience in providing similar services to private and/or public sector companies/banks/Government Buyers etc.
- d) Service Provider Company/Firm/Agency should have its own Bank Account, PAN No. and Service Tax No/GST No.
- e) Service Provider Company/Firm/Agency will have to provide details of Income tax and Service Tax returns of their firm for last three Financial Years (2015-16 to 2017-18).
- f) Service Provider Company/Firm/Agency should be registered with **Employees Provident Fund organization (EPFO)** and **Employees State Insurance Corporation (ESIC)** under the respective Acts/laws. Compliance of Statutory labour laws in respect of EPF and ESIC contributions is mandatory. Bids of firms non-complying to labour laws will be out rightly rejected.
- g) The Service Provider Company/Firm/Agency should have completed at least one service contract of value not less than Rs.10 lakh per annum related to providing similar services in a single contract in each of last three years (FY2015-16 to 2017-18). Copies of the contracts and the satisfactory certificate from the client need to be enclosed.
- h) The Service Provider Company/Firm/Agency shall submit affidavit stating that the agency is / has not been blacklisted by Central Government/State Government/any PSU in last three years.

Non-compliance with any of the above conditions by the Service Provider Company/Firm/ Agency will amount to non-eligibility for the services for which tender has been floated and its tender will be ignored summarily.

F. FRAUD AND CORRUPT PRACTICES

- a) The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Buyer may reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- b) Without prejudice to the rights of the Buyer under Clause a) hereinabove, if the Bidder is found by the Buyer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender issued by the Buyer during a period of 2 (two) years from the date such Bidder is found by the Buyer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.
- c) This organization (Buyer) has zero tolerance for crime/atrocities against women and this must be ensured during operation under the activities included in SOR.
- d) For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- e) “Corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
- f) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- g) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person’s participation or action in the Bidding Process;
- h) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- i) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicant with the objective of restricting or manipulating a full and fair competition in the Bidding Process;

G. LEGAL

- a) The Service provider shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Employees Provident Fund, Employees State Insurance, Service Tax and any other Laws/ Taxes/ Acts/ Rules etc. governing the matter/ issues etc. If at any point of time it is noticed that the Contractor is not meeting out/violating any procedures/taxes/ Acts/ Rules then that will be met out, out of the Performance Security Deposit made by the contractor.
- b) The Service provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the office of the AAO (Pay) NC, Leh, to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- c) The Service provider shall maintain all statutory registers under the applicable laws. The Agency shall produce the same, on demand, to the concerned authority of this Office or any other authority under Law.
- d) The Tax Deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Agency by this Office.
- e) In case, the tendering Agency fails to comply with any statutory provision/ taxation liability under appropriate law and as a result thereof the Office is put to any loss/ obligation, monetary or otherwise, the Office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms.
- f) The Service Provider will solely be responsible for any legal case/dispute raised by his workers deployed in the AAO (Pay) NC, Leh and the Government of India will in no way be responsible for any such dispute and the Service Provider will indemnify the Government of India against any such legal costs/disputes.

H. FINANCIAL

- a) Bids, offering rates which are lower than the minimum wages (Nerrick rates for Leh, revised from time to time) for the pertinent category, would be rejected.
- b) The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee/TDR (in the name of AAO (Pay) NC, Leh) through a public-sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis

Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order.

- b) Performance Bank Guarantee should be valid up to 60 days beyond the date of Contract period.
- c) The specimen of PBG is given in Form DPM-15 (Annexure ____).
- d) In case of breach of any terms and conditions stipulated in the contract, the performance security Deposit of the Agency will be liable to be forfeited by this Office besides annulment of the contract.
- e) The Agency shall raise the bill, individual wise in triplicate, along with attendance sheet to the AAO (Pay) NC, Leh in the first week of the succeeding month.
- f) The Agency will provide Aadhar Card No. and full bank details, EPF Account No. and ESIC Registration Number for each individual. Whenever new individual is deployed, such details will be provided within one week of deployment.
- g) The Claims towards Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/ whole of the bill amount shall be held up till the proof is furnished, at the discretion of this Office. The copies/ tax receipts/ tokens deposited in respective offices should be submitted to this office on monthly basis for reimbursement of such statutory payments.

The firms should also comply with the statutory of Government Minimum wage Act and other related labour laws. The firm(s) will have to give an undertaking in this regard. The wages for man power required shall be quoted in accordance with ministry of Labour and Employment, Office of Chief Labour Commissioner Circular No 1/43/(7)/2016-LS-II dated 30/09/2016. As and when the minimum wages are enhanced/ reduced by the Chief Labour Commissioner, the rates of the Contract Agreement will be changed accordingly.

- h) Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and venue will be the AAO (Pay) NC, Leh. It is clarified that the sole arbitrator to adjudicate any disputes arising out of the proposed contract shall be nominated/ appointed by the Office-in-Charge, AAO (Pay) NC, Leh.
- i) The Office of the AAO (Pay) NC, Leh reserves the right to withdraw/ relax any of the terms and conditions mentioned in the tender document so as to overcome any of the problems encountered at any stage.

PART IV

SPECIAL CONDITIONS OF CONTRACT

The Bidder is required to give confirmation of their acceptance of SpecialConditions of the RFP mentioned below which will automatically be considered aspart of the Contract concluded with the successful Bidder (i.e. Seller in theContract) as selected by the Buyer. Failure to do so may result in rejection of Bidsubmitted by the Bidder.

Performance Guarantee

- a) The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee/TDR (in the name of AAO (Pay) NC, Leh) through a public-sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order.
- b) Performance Bank Guarantee should be valid up to 60 days beyond the date of Contract period.
- c) The specimen of PBG is given in Form DPM-15 (Annexure A).
- d) In case of breach of any terms and conditions stipulated in the contract, the performance security Deposit of the Agency will be liable to be forfeited by this Office besides annulment of the contract.

PART V

I. EVALUATION CRITERIA

1. Only those bidders who fulfil all the criteria as per Technical Bids will qualify the Technical bid. Commercial bids of only those bidders will be opened who qualify in the Technical Bids.
2. In Commercial bids, those bids with EPF Employer's contribution, ESI Employer's contribution and Service Charges quoted as NIL will be summarily rejected.
3. The evaluation and comparison of responsive bids shall be done on the basic cost/price quoted for services and other charges such as consumable and service charges etc. As indicated in the price schedule of the bid document but excluding levies, taxes and duties which are to be paid as per actuals whenever applicable.

ENCLOSURE-IV

COMMERCIAL BID

(To be kept in a separate sealed envelope)

For Providing Catering and conservancy Services in DAD Complex, Leh.

1. Name of tendering Service

Provider Company/Firm/Agency:

2. Contract rates per person per month:

Sl. No.	Description of manpower	Number	Rate per Person Per Month	Total
1.	Cook (Skilled)	02 (Two)		
2.	Waiter (Unskilled)	02 (Two)		
3.	Dishwasher(Un-skilled)	01 (One)		
4.	Safaiwala (Un-skilled)	04 (Four)		
5.	Cook (Skilled) at Guesthouse	01(One) x 6 months		
6.	Waiter (Unskilled) at Guesthouse	01 (One) x 6 months		
7.	Total (Sl. No. 1 to 6)	11 (Eleven)		
8.	EPF Employer's Contribution			
9.	ESI Employer's Contribution			
10.	Consumables Charges			
11.	Service Charges			
12.	GST			
13.	Any other taxes as per law in force			
	Grand Total (total of Sl. No. 7 to 13)			

DEDUCTIONS: Income tax as applicable shall be deducted at source. The Service Providing Company/Agency/Firm shall be responsible for meeting out all the tax implications as per Rules.

Date:

Signature of Bidder/authorized person

Place:

Full Name:

Seal:

Notes:

1. The rates quoted by the tendering Agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by the Service providing Company/Agency/Firm during the month.

PAYMENT OF BILL:

- a. The Contractor shall furnish the bill (in duplicate) towards his services, along with bank statement (for details of monthly wages to employees), Service Tax details, EPF & ESI receipts, attendance record, during the month in the first week of the following month.

Yours Faithfully

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(Yogesh Kumar)

Sr. Accounts Officer (Pay)

DECLARATION

I, _____ Son/Daughter/Wife _____ of
Shri _____ Proprietor /Partner/ Director/ Authorized signatory of the
Company/Agency/ Firm, mentioned above, is competent to sign this declaration and execute
this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide to them;

3. The information / documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that
furnishing of any false information/fabricated document would lead to rejection of my tender
at any stage besides any liabilities towards prosecution under the appropriate laws.

Date:
Place:

Signature of bidder/authorized person
Full Name:

Seal:

ENCLOSURE-III**TECHNICAL BID**

(To be enclosed in a separate sealed envelope)

1.	Name of Tendering Company/ Firm/ Agency (Attach certificates of registration)	
2.	Name of proprietor/Director of Company/Firm/Agency	
3.	Full Address of Registered Office with Telephone No., FAX and E-Mail	
4.	Full address of operating/ Branch Office with Telephone no., FAX and E-Mail with name of the Contact Person(s) and Mobile No.	
5.	Banker of Company/Firm/ Agency with full address (Attach certified copy of statement of A/C for the last three years)	
6.	PAN/GIR No. (Attach self-attested copy)	
7.	GST/Service Tax Registration No. (Attach self-attested copy)	
8.	E.P.F. Registration No. (Attach self-attested copy)	
9.	E.S.I. Registration No. (Attach self-attested copy)	
10.	Documents showing completing at least one service contract of value not less than Rs.10 Lakh per annum related to providing similar service in each of the last three years (2014-15 to 2016-17)	
11.	Total No. of years of experience in providing similar services.	
12.	Total No. employees in the service providing company/agency/firm	
13.	Affidavit stating that the agency is/has not been black listed by Centre/State Government/ PSU in last three years	
14.	Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document – Annexure-III)	
15.	Details of Earnest Money Deposited No.....Dated..... Amounts: Rs..... Drawn Bank..... Valid up to-	
16.	Cost of tender Fee Rs. 500/- Attached (Give details)	
17.		

Signature of Bidder/authorized person

Date: Name:

Place: Seal:

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority on an arbitration award or judicial pronouncement, nor been expelled from any project of contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice or restrictive practice as defined in Section-B of Fraud and corrupt practice on the General Instructions for tender of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprises on any Government, Central or State; and
- b) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section-B of Fraud and Corrupt practice of the terms and conditions of the documents, no person acting for us or on our behalf has engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- c) We certify that we or any of our associates have not been convicted by a Court of law or indicted of adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the project or which relates to a grave offence that outrages the moral sense of the community.
- d) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of law.
- e) We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/Managers/ Employees.

DECLARATION

I hereby certify that the information furnished above is full and correct to the best of my knowledge. I understand that in case any deviation is found in the above statement at any stage, the concern shall be blacklisted and shall not have any dealing with the Buyer in future.

(Signature of Authorized Signatory)

Date :

Form DPM-15
Performance Bank Guarantee

From:
Bank _____

To,
The President of India
Ministry of Defence,
Government of India
New Delhi

Dear Sir,

Whereas you have entered into a contract No. _____ dated _____ (hereinafter referred to as the said Contract) with M/s _____, hereinafter referred to as the "seller" for supply of goods as per Part-II of the said contract to the said seller and whereas the Seller has undertaken to produce a bank guarantee for (%) of total Contract value amounting to _____ to secure its obligations to the President of India.

We the _____ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all and any sum up to a maximum of _____ Rupees _____ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the Seller or by any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for months from the date of JRI acceptance of test consignment in India or until all the store, spares and documentation have been supplied according to the contractual obligations under the said contract.

6. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

7. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s _____.