



Sanction Order

Sanction No: 511687772916252
Sanction Date: 21-Oct-2019

Sanction of the competent authority is hereby conveyed for incurring an expenditure of amount as under towards the cost of Purchase order/Contract placed on the Seller for Supply of Goods/Services as per the contract for making payment to the Seller subject to deduction of TDS as applicable:

Organisation Details	Buyer Details
Type: State Government Ministry: Department: Training and Technical Education Department Delhi Organisation Name: N/A Office Name: NA	Name: Yogesh Pal Singh Designation: Assistant Director Email ID: yogeshpal.singh23@gov.in GSTIN: Address: Directorate of Training (UTCS) Institutional Area Vishwas Nagar Behind Karkardooma Court Shahdara New Delhi 110032 SHAHDARA DELHI - 110032

Financial Approval Detail	
Designation of official providing Administration approval:	Director
IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required?	NO
Budget availability	YES
Designation of official providing Financial approval:	Director Training

Seller Details	
Company Name:	GORKHA SECURITY SERVICES
Email ID:	gorkha_services@yahoo.co.in
Address:	GORKHA SECURITY SERVICES DELHI Delhi - 110002

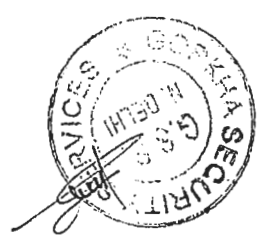
Service Details						
#	Services	Ordered Quantity	Price per Quantity	Contract Period	Billing Cycle	Est. Amount
1	Security Manpower Service	10	273006.72	Start Date: 01.11.2019 00:00 End Date: 01.11.2020 00:00		2730067.2
Total Order Value (in INR)						2730067.2

Consignee Details				
S.No	Consignee	Service-Name	Service-Details	Quantity
1	Ajay Kumar Sinha sinha.ak32@gov.in Directorate of Training (UTCS) Institutional Area Vishwas Nagar Behind Karkardooma Court Shahdara New Delhi 110032 SHAHDARA DELHI - 110032	Security Manpower Service	Minimum Wage per Shift (Including PF, ESI, ELDI, Admin Charge) in INR : 640.5 Number of Service Days in a Month : 30 Working Days in a Week : 7 Category of Personnel : Security Guard Male	10

Terms & Conditions

- 1. This issues under the power delegated to Ministries/Department of the Government of India vide Annexure to schedule V of the Delegation of Financial Power Rules, 1978 as amended from-time to time.

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.



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 Director
 Directorate of Training: UTCS
 Govt. of NCT of Delhi
 Institutional Area, Vishwas Nagar,
 Shahdara, Delhi-110032

A. All Security Man Power Service contracts placed through GeM shall be Governed by following set of Terms and Conditions:

- (i) General terms and conditions for Goods and Services;
- (ii) Service STC contained in this document;
- (iii) BID / Reverse Auction specific ATC

B. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service STC which supersede GTC - only in case of any conflicting provisions.

C. The above set of conditions along with Scope of service including price as enumerated in the Contract Document shall be construed to be part of the contract.

D. This document represents a Special Terms and Conditions ("STC") governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholders.

2. STAKEHOLDERS

The main stakeholders associated with this STC are:

- i. Buyer
- ii. Service Provider

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses Service Level Agreement/ penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the document.

The objective of SLA is to ensure that proper elements and commitments are defined to provide consistent delivery of service to buyer by service provider. The goals of the SLA are to Provide clear reference to service ownership, accountability, roles and/or responsibilities Present a clear, concise and measurable description of service provision to the customer and Establish Terms and Conditions for all the involved stakeholders and ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

1. SCOPE OF SERVICE

The purpose of this service is to facilitate implementation of Security Measures at the Buyer's premises. The service provider would provide required equipment and personnel for the mentioned shifts as per the requirements of the buyer

- 1. The following indicate the different roles in the security services for which hiring can be done and the qualifications and experience required for the service persons .Buyer organizations are required to indicate number of working days in a week such as 5 ,6 or 7 and event based .The contract start and end date is to be indicated along with number of service days in a month and minimum wages per shift inclusive of E PF ESI and Administration charges etc

Roles	Desired Qualifications	Responsibilities
Security Consultant	Should be in a position to organize the security force, suggest improvement in all matters of policy in respect of security as an adviser.	Overall responsible for all security, vigilance, Firefighting activities and related documentation
	Should be in a position to analyze security needs, identify possible security threats, establishing necessary security parameters; and deciding on the best security measures available and organizing the security force. Should also be having knowledge regarding fire fighting operations	Establishing security protocols and policies, as well as designing security plans to protect the client's assets, Creating a set of rules and security standards; designing policies to protect the client's interests,
	Minimum Experience of 3 years Should be minimum a Graduate	Implementing security measures, providing technical supervision and advice as required. Availability shall be as per needs and mutually decided by the organization hiring consultant

Should have knowledge of security related matters ,industrial safety ,fire fighting and allied functions

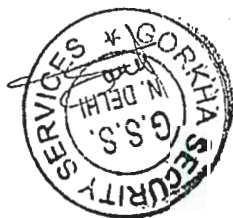
Should be able to exercise command and control over the security personal deployed




Should be required to carry out supervision of all security related activities in the organization as well as advise and assist security guards and other security related personnel carrying out their duties

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	Should be minimum 12 th Pass	and other investigating agencies as and when required
	Should have knowledge of English, Hindi & Local Language	Should be available in general shift on All working days
	Experience of 5 years	150/c
	Should be a retired JCO or Equivalent from Army, Navy ,IAF, Paramilitary Forces, Central Police Forces	
	Should have knowledge of security related matters ,industrial safety and allied functions	Should be required to carry out supervision of all security related activities in the organization as well as advice and assist security guards and other security related persons in carrying out their duties
EX Service Man Security Supervisor	Should be able to exercise command and control over the security personal deployed	should be able to carry out or supervise protocol activities of receiving,escorting, seeing VIPs to and to liaise
	Physical standards and medical fitness as per PSARA Act and Rules	with police and other investigating agencies as and when required
	Should be minimum 12 th Pass	Should be available in general shift on All working days
	Should have knowledge of English, Hindi & Local Language	
	Experience of 5 years	
	Should have a valid gun license	Working shifts round the clock.
	Should have knowledge of Security related matters	Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc.
	Good physique and personality	The duties of a private security guard are to provide private security to another person or property or both,
Armed Security Guard Male	fulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules	To render necessary assistance to the police in the process of any investigation pertaining to the activities of the agency in which he is employed.
	Minimum 10 th pass	To bring to the notice of his supervisor the violation of any law noticed by him during the course of discharge of his duties.
	Should have knowledge of Hindi or English and local language	
	Minimum Experience 3years	Working shifts round the clock.
	Should have a valid gun license	Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc.
	Should have knowledge of Security related matters	To provide private security to another person or property or both,
Armed Security Guard Female	fulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules	To render necessary assistance to the police in the process of any investigation pertaining to the activities of the agency in which he is employed.
	Minimum 10 th pass	To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties
	Should have knowledge of Hindi or English and local language	
	Minimum Experience 3 years	
	Should be a retired NCO or other rank from Army, Navy, Air Force ,Paramilitary forces or Central Police Forces	Work in shifts round the clock
	Should have valid gun licence	Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc.
	Should have knowledge of security related matters ,industrial safety and allied functions	To provide private security to another person or property or both
Ex-Service Man Armed Security Guard	Good physique and personality	
	fulfilling requirements of Physical standards and medical fitness as per PSARA Act and Rules	To render necessary assistance to the police in the process of any investigation pertaining to the activities of the agency in which he is employed.
	Should be minimum 10 th Pass	To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties
	Should have knowledge of Hindi or English and local language	
	Experience of 3 years	




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Fulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules

Back ground of surveillance and monitoring through CCTV systems

Knowledge of security procedures and protocols

Work in shifts round the clock

CCTV Operator

Minimum 12th pass

Should have knowledge of Hindi or English and local language

Minimum experience 3 years

with a valid license

He/ She should be in possession of a suitable weapon with valid license

He/she should be adept in the use of fire arms, identification of different types of arms in use in public and Police, Use of security equipment and devices ,identification of explosive devices communication equipment ,unarmed combat and in administering first aid

overall responsible for all CCTV surveillance security ,vigilance including maintenance of documents related to CCTV operations

PSOs should be physically and mentally alert and willing to take risks

He/she should be adept in the use of fire arms, communication equipment ,unarmed combat and in administering first aid

PSO

Good physique and personality

fulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules

Minimum 10th pass

Should have knowledge of Hindi or English and local language

Minimum experience 3 years

He/ She should be in possession of a suitable weapon with valid license

He/she should have good driving skills and a valid driving license

Should have Back ground of surveillance and monitoring, defensive driving He/she should be adept in the use of fire arms, identification of different types of arms in use in public and Police, Use of security equipment and devices , identification of explosive devices, Expertise in communication equipment ,unarmed combat and in administering first aid

Work in shifts round the clock

PSOs should be physically and mentally alert and willing to take risks

He/she should be adept in the use of fire arms, communication equipment ,unarmed combat and in administering first aid

PSO cum Driver

Good physique and personality

fulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules

Minimum 10th pass

Should have knowledge of Hindi or English and local language

Valid driving license

Minimum driving experience 3 years

Basic computer knowledge is preferred

Should have knowledge of Security related matters, Industrial safety and allied

Functions

Preference to a person who has served as a member in Army ,Navy, Air force and any other armed forces and Paramilitary forces of the Union ,Police and Home Guards

Work in shifts round the clock

Work in shifts rounds the clock

Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc and work in the reception also maintaining registers etc

Guard cum Receptionist

Good physique and personality

fulfilling requirements of physical standards and medical fitness as

Overall responsible for all security, vigilance including



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4.1. Buyers obligations

- (i) The Buyer Department will give basic familiarisation of the Security services required to be done by the personnel to be deployed by the Service Provider under the contract for 2 to 3 days in premises and this period will not be counted as shift manned by Service Provider's personnel for the purpose of payment under the contract.
- (ii) Buyer organization shall provide necessary infrastructure, Equipments such as X ray baggage screening if such screening is involved, furniture etc for the security personnel to carry out their functions .However uniform, torches, lathi Arms, badges shall be provided by service provider
- (iii) Deployment of security man power shall be with the concurrence of nominated official of buyer organization and nominated official shall be responsible for close co ordination with the service provider and shall monitor the activities performed by the service provider persons and will be responsible for its optimum utilization.
- (iv) Buyer may calculate their requirement of resources based on 8 hours per shift. Example: For hiring security personnel for a month (30 Service Days) to offer the services for 24 hours on a 3 shift basis, the required number of resources would be 90 personnel for the month.

4.2. Service Provider Obligations

(a) Employment of manpower by service provider:

- (i) Service provider providing the security services shall not employ or engage any person unless he or she is a citizen of India or a citizen of such other country as permitted to be employed in terms of Government rules and regulations in force .
- (ii) Service provider shall employ only man power who has completed eighteen years of age and not above 65 years of age .Security agency shall only employ man power who satisfied the service provider about his character and antecedents and has completed the prescribed security training .Service provider shall only engage man power fulfilling such physical standards as may be prescribed in the PSARA 2005 and rules. Further man power shall satisfy any other conditions as may be prescribed in relevant rules.
- (iii) No person who has been convicted by a competent court or who has been dismissed or removed on grounds of misconduct, or moral turpitude while serving in any of the armed forces of the Union, State Police Organization, Central or State Governments or in any private security agency shall be employed or engaged by the service provider
- (iv) Service provider, while employing a person shall give preference to a person who has served as a member in Army ,Navy and Air force or other central paramilitary forces ,Central Police forces , even for posts which are not specifically indicated as that of ex service man in the roles and responsibilities
- (v) The antecedents of security staff deployed shall be verified by the service provider from local police authority and an undertaking in this regard is to be submitted to the department and buyer department shall ensure that the service provider complies with the provisions .
- (vi) The service provider shall deploy his personnel only after obtaining the buyer department approval upon duly submitting g curriculum vitae (cv) and police verification details of personnel Buyer shall be informed at least one week in advance and service provider shall be required to obtain departments approval for all such changes along with their CVs CVs
- (vii) The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Buyer , emergencies, exempted

(b) Registers to be maintained by Service provider

- (i) Service Provider shall maintain a register containing name and addresses of the persons managing the private security agency, names, addresses, photographs and salaries of the security manpower and supervisors under its control and such other particulars as may be prescribed under PSARA act
- (ii) Service provider will maintain a register on which day today employment of personnel with buyer organization will be entered and same will be countersigned by the authorized official of the buyer department .While raising bill the deployment particulars of the personnel engaged during the month, shift wise should be shown to buyer .Buyer organization may call for such information as it considers necessary from service provider.
- (iii) The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Buyer Department or any other authority under Law.

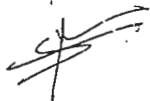
(c) Issue of photo identity card

- Every security man power deployed by the service provider shall be issued a photo identity card, by the service provider.
- The photo identity card shall be issued in such form as may be prescribed by the buyer organization and complying with PSARA Act and rules .
- Every security man power shall carry on his person the photo identity card issued under and shall produce it on demand for inspection by the buyer organization or any other officer authorized by same .

(d) Requirements of Licenses

- (i) Service provider shall be holding a valid license under the provision of Private Security Regulations Act (PSARA) providing for operation in the respective State or Union territory where services are being offered .Service provider shall ensure that all the relevant licenses/registrations/permissions which may be required for providing the services are valid during the entire period of the contract failing so shall attract the appropriate penalties .The documents relevant in this regard shall be provided by the service provider to the buyer on demand
- (ii) The service provider shall comply with all the legal requirements for obtaining license under contract labor regulations and abolition act 1970 if any at his own part and cost. The requirement shall be depending up on the number of persons engaged for the organization in terms of the provisions of the relevant act .
- (iii) The service provider shall maintain all statutory registers required to be maintained as per licence provisions under the law and shall produce same on




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- In an event of deployed personnel availing leave and if required by buyer suitable substitute(s) shall be provided by service provider as per mutual understanding with
- Consequent to poor performance of deployed manpower, service provider shall immediately replace the deployed manpower thereby maintaining service levels and
- Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between buyer and seller prior to deployment of manpower
- The attendance of the employees will be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's In case biometric system insisted same is to be made available by buyer and access to be provided to the security persons deployed by service provider
- The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Corporation or office concerned. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed..

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(k) Physical standards and Medical check up

(i) The security man power deployed shall be eligible for being engaged or employed if he or she fulfills the standards of physical fitness as specified in the PSARA Act 2005 .Service provider is therefore required to ensure that all deployed man power fulfill the requirements specified in PSARA Act. Service provider Agency should get medical check-up of its staff at the time of their induction in the rolls of the agency to ensure their fitness for the job assigned and annual medical check-ups to be done as prescribed under PSARA. A record of the same shall be maintained in the personal file of the security personnel. In case buyer demands for a copy of medical fitness certificate at time of deployment to their organization same shall be given

(ii) The security man power deployed should be free from evidence of any contagious or infectious disease. He or she should not be suffering from any disease which is likely to be aggravated by service or is likely to render him unfit for service or endanger the health of the public

(iii) No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer

(l) Applicable Leave

~~(i) In case of services hired on annual basis and 5 working days, the employees will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the employees will be entitled to 15 days casual leave per year on pro-rata basis~~

~~(ii) in case of services hired for all 7 days also it shall be ensured that service personnel's are given at least 4 holidays in a month~~

(iii) The applicable casual leave is to be provided to the personnel and the payment for the applicable leave also shall be taken in to account for calculation of the payment to be made by the buyer

(iv) Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by the buyer in the billed amount if no replacement is provided besides any penalty for not providing substitutes as indicated in SLA

4.3 Special terms and conditions Applicable

(a). Legal Status

(i) The Service Provider should have a legal status, whether it will be a registered Proprietorship Firm/Partnership Firm/Company under Companies Act having legal entity having all statutory licenses/registration for carrying out such activity as well has have registration for income tax.

(ii) The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.

(iii) For all intents and purposes, Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer Department.

- The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement
- The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service The employees as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer's department would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider

(b) Indemnity


(i) The Service Provider will not be held responsible for the damages/sabotage caused to the property of the Buyer Department due to the riots/mobs attack/armed dacoit activities or any other event of force majeure

(ii) The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service Provider.

(iii) The employees as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer's department would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider

(iv) The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation




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(xiv)The Total Price includes Minimum Wage, ESI, EPF, PF Admin Charge and GST on the mentioned components.

(xv) Bonus in accordance with the Bonus Act which at present is one month basic wage (not below Rs7000/-) which comes to monthly payment 8.33% of minimum wage or Rs 7000/- Shall also be payable by the buyer . Bonus is applicable to all employees minimum wage is below Rs 21000/- .In case of any changes in the bonus rates as per relevant notifications same shall be applicable .Bonus shall be payable only to the resources completing the required number of working days and fulfilling the requirements

(xvi)Ex Servicemen hired from DGR approved Service Providers should be paid as per wage structure laid down by Directorate General of Resettlement (DGR), Ministry of Defence.

(xvii)Service Provider will thus quote over and above the following components as a Service Charge and Special Allowance if any

(xix) Minimum Wage + ESI + EPF + PF Admin Charges + GST (on the Minimum Wage, ESI and EPF component), is provided by the Buyer Department and the rest (GST on the component provided by the Buyer) is added by the platform.

(xx) In case of any changes in the minimum wages as per the Applicable Laws during the Contract period, Buyer shall pay the Service Provider the difference in wage from the amount mentioned in the contract on pro-rata basis. Therefore the increase in minimum wages shall be applicable and contract value amount shall be considered as revised up to the extent of increase due to increase of minimum wages

(xxi)The bonus as applicable in terms of rules and regulations prevailing is payable by the buyer

(xxii)The cost of the Contract shall be valid for initial contract period and during this period no price escalation, other than minimum wages revision, shall be entertained by the Buyer

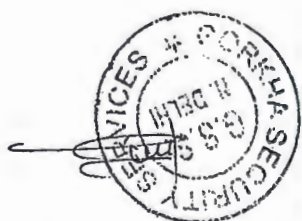
(xxiii)The payment shall be made as per the contract and after deduction of relevant penalties, if any. Service Provider shall raise the invoice as per the arrangement in the contract (monthly/ quarterly) towards the Services rendered in the previous month to the Buyer. Payment shall be effected by credit into the bank account of the Service Provider within 10 days of receiving the invoice, complete in all respects. The Service Provider shall provide correct bank account number and other details of the bank to enable the Buyer to credit the payment directly into the account. Buyer shall pay the Service Provider all due amount as per the invoice, that are not the subject to dispute, within 10 days after receipt of a valid invoice that complies in all material respect in terms of this agreement; the payment shall be subject to any reduction such as penalty, statutory deductions, etc.

- **Statutory compliances.** Service provider shall abide by the PASRA Act , Minimum wages Act , Contract labor Act etc. as applicable from time to time for man power employed for undertaking the services .Similarly in case of armed security guard service provider shall ensure that the licenses are kept valid and all legal formalities and compliances for same are followed by the man Service provider shall also be required to ensure that the entitled leave as per labor laws are made available to security man power
- **Termination of contract before normal validity;**
- In case service provider commits defaults in terms of the agreement other than those specified warranting cancellation without notice , it shall be lawful for the buyer to issue a notice of termination of the contract by giving 15 days time to service provider..Service provider can make a representation during the notice period and takes steps to remedy the defaults and if buyer is satisfied with the same , buyer can take decision to withdraw the notice .The agreement shall automatically terminate on expiry of the notice period if same is not withdrawn by buyer.
- The termination notice shall be issued by buyer to the address of the service provider as shown in the agreement.
- However in case of instances such as not deploying resources within agreed time, serious security lapses, irregularities in service provider operations, expiry of validity of required licenses such as PSARA and in case cumulative penalty for violations of SLA reaches more than 10% contract can be terminated with immediate effect and no notice is required to be issued .
- In case of termination of the contract and buyer engage the services of another service provider for the remaining part of contract the same shall be at risk and cost of the service provider besides other actions such as encashment of performance security and administrative actions etc
- **Proprietary rights and indemnity:** Service Provider acknowledges that buyer's business data and other buyer's proprietary information or materials, whether developed by buyer's or being used by buyer pursuant to a license agreement with a third party are confidential and proprietary to buyer; and Service Provider agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which shall not be less than that used by Service Provider to protect its own proprietary information. Service Provider recognizes that the goodwill of Buyer depends, among other things, upon Service Provider keeping such proprietary information confidential and that unauthorized disclosure of the same by Service Provider could damage buyer and by that reason of Service Provider's duties hereunder. Service Provider may come into possession of such proprietary information, even though Service Provider does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Service Provider shall use such information only for the purpose of performing the said services.

1. Penalties and Termination

(1) The Service Provider shall be responsible for faithful compliance of the terms and conditions of this agreement. In case of noncompliance of Service obligations, penalty per default will be imposed as per SLA and in case of three Consecutive defaults against same events, the contract will be liable to be cancelled. However non delivery of service in time, not starting work in time, violation of existing laws and statutory requirements will be considered as a major default and the contract will be cancelled immediately without giving any further notice.

SL.NO	Service Level Agreement	Baseline	Penalties For Breach		
			1 ST Instance	2 nd Instance	3 rd Instance
			In case of deployment is made with delay of 2	In case of deployment is made with delay of 3 weeks over the	In case deployment not made 4 weeks



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		any further reference to service provider in case so desire	without any further reference to service provider in case so desire	order the contract shall be terminated without any reference
2.	If the employee of service provider is found to have misconduct or misbehaved in any manner or resort to any violent behavior etc with public or employees of buyer organization or other employees of service provider	No instance	Replacement of security personnel and Rs 500 fine on the service provider	Replacement of security personnel and Rs 1000 fine on the service provider
3.	Security personnel not found displaying photo id or not in proper uniform	No instance	One day Salary due to the employee concerned for the day and Rs 500 penalty on service provider	One day Salary due to the employee concerned and Rs 2500 penalty on service provider
4.	Security personnel indulging in drinking/sleeping	Zero instance	Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 1000 on the service provider	Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 5000 on the service provider
5.	If the resource is absent or takes leave without informing or taking prior approval and if service provider fails to provide a substitute	No instance	Penalty equal to wage of the person who was to do duty shall be levied along with an amount of Rs 500	Penalty equal to 2 times wage of the person who was to do duty shall be levied along with Rs 1000
6.	In case of expiry of any of the licenses required for performing the services such as PSARA, etc		Termination of the contract	
7.	Delay in payments of take home remuneration by the Service Provider to resources employed ,Delay in deposit of EPF and ESI (both employee and employer share)		Rs 1000 for each default	
8.	In case of violation Minimum wages Act , Contract labor Act etc. as applicable from time to time applicable for the services		Penalty of Rs 5000 for default in addition to termination of contract and all responsibility on account of violation shall be responsibility of service provider	
9.	Cumulative penalty		Cumulative penalty shall not exceed 10% of the total contract value and in case exceeds contract is liable to be cancelled	


Additional Data/Document(s) : Seller

Terms and Conditions

1. General terms and conditions

- 1.1 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable
- 1.2 Terms of delivery: Free Delivery at Site including loading/unloading, In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.
- 1.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.
- 1.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.




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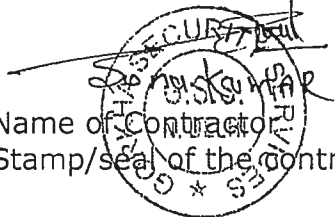
NOW THIS AGREEMENT WITNESSTH as follows:-

1. In this Agreement words and expression shall have the same meanings as respectively assigned to them in the Terms and Conditions of Government e Marketplace as per Service Level Agreement And Packages vide order dated 21.10.2019.
2. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and the **Security Manpower Services w.e.f. 01.11.2019 00.00 to 01.11.2020 00.00**
3. The Department hereby covenants to pay the contractor in consideration of execution and completion of services **as per provisions of this Agreement and the tender documents and Terms and Conditions of Government e Marketplace as per Service Level Agreement And Packages vide order dated 21.10.2019.**
4. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement and day and the year first above written.

For and on behalf of the Contractor
Signature of the authorized official

Name of Contractor
Stamp/seal of the contractor



For and on behalf of the president of India
signature of the authorized Officer

By the said
Jyotish Kumar
-----Name
On behalf of the Contractor or in
The presence of
Witness
Name *Jyotish Kumar*
Address *B-4/164 Yamuna Vihar
Delhi*
Contract No. *9999435487.*

Name of Officer *S.N. MISRA, IAS*
Stamp/Seal of the Employer
Director
Directorate of Training: UTCS
Govt. of NCT of Delhi
Institutional Area, Vishwas Nagar,
Shahdara, Delhi-110032

By the said
Jyotish

The presence of
Witness
Name *YOGESH PAL SINGH*
Address *ASST. DIRECTOR (UTCS) CT*
Contract No.

29/12


**GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI
DIRECTORATE OF TRAINING: UNION TERRITORIES CIVIL SERVICES
Institutional Area, Behind Karkardooma Courts, Shahdara Delhi 32**

F.4 (38)/2015/UTCS/CT/P.F./ 23019

Dated: 13.12.2016

Tenders through e-tendering are invited under Two-Bid system for an **estimated cost of Rs. 44,50,000/- (Rupees Forty Four Lakhs Fifty Thousand Only)** from Proprietorship firms/ Partnership firms/Joint ventures & Consortium companies, having capacity to provide **Catering services** on contract basis to residential and non residential trainees in the Directorate of Training (UTCS) initially for a period of **two years**.

Last date for submission/receipt of tender(s) is **02.01.2017 at 02.00 pm**. Tenders will be opened by the Tender Committee in the presence of bidder or his/ their authorized representatives who wish to remain present on the same day on **02.01.2017 at 04.00 pm**, in the Office of the Estate Officer, UTCS, Government of NCT of Delhi. In case of any holiday on the day of opening, the tenders will be opened on the next working day at the same time, as scheduled above. **Only the bids uploaded through e-procurement portal of Delhi Govt. NCT of Delhi at <http://govtprocurement.delhi.gov.in> will be considered for evaluation.**



**Designation of the Authorized Officer:- Estate Officer
Name and Address of the Department:-Narinder Singh,
Directorate of Training (U.T.C.S.), Institutional Area,
Vishwas Nagar, Shahdara, Delhi-32
Telephone No. 22303949.**

INSTRUCTIONS TO BIDDERS

1. GENERAL:-

1.1 The present tender is being invited for providing Catering Services in the Directorate of Training (UTCS), Govt. of NCT of Delhi, upon finalization of which the contractor shall provide catering services to residential and non residential trainees as well as visiting faculties/guests residing in the Guest House/ Hostel as specified in the SCOPE OF WORK.

2. ELIGIBLE BIDDERS:-

2.1 All proprietorship/partnership/joint venture/consortium firm/companies, providing similar kind of services for at least last three consecutive years i.e. from 01.04.2013 to 31.03.2016 and having average annual turnover @ 30% of the estimated cost i.e. of **Rs. 13,35,000/- (Rupees Thirteen Lakhs Thirty Five Thousand only)** during the last three financial years in the books of account shall be eligible. Self attested Audited balance sheet and ITR(s) for the said period shall be uploaded.

2.2. The bidders should also have the experience of completion of similar catering services work during last **five years** (i.e. 01/04/2011 to 31/03/2016) in any of the Departments/Autonomous Institutions /Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or Public Sector Banks or Local Bodies as follows:-

(a) Three similar completed catering services costing not less than **Rs. 17,80,000/-** (40% of the estimated cost) **(Rupees Seventeen Lakh Eighty Thousand Only)**;

or

(b) Two similar completed catering services costing not less than **Rs. 22,25,000** (50% of the estimated cost) **(Rupees Twenty Two Lakh Twenty Five Thousand Only)**;

or

(c) One similar completed catering services costing not less than **Rs. 35,60,000/-** (80% of the estimated cost) **(Rupees Thirty Five Lakh Sixty Thousand Only)**.

3. QUALIFICATION OF THE BIDDERS:-

3.1 The bidder, to qualify for award of contract, shall submit a power of attorney authorizing the signatory(s) of the bid to commit each member of the Partnership/Consortium/Joint venture.

3.2. (a) Memorandum of Understanding shall be provided in case the bidder is Joint venture/Consortium/Partnership firm.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge of the work as envisaged in the tender. The nomination shall be covered in the power of attorney as per para 3.1 above.

(c) Bidder shall furnish complete details as mentioned in Annexure-I along with supporting documents i.e. authorization along with constitution and details of the Board of Directors resolution letter/ power of attorney, etc.

Self attested copy of satisfactory completion certificate of work shall be uploaded for the concerned years in this regard.

3.3. Bidder or members of partnership, joint venture or consortium shall submit self attested copy of PAN card under Income Tax Act in the name of the owner/ firm/consortium/joint venture as the case may be.

3.4. Bidder shall submit scanned copies of all documents required and duly self-attested, along with the bid.

3.5. Each bidder (owner in case of proprietorship/ authorized person/partner/member in the case of partnership firm/joint venture/consortium), along with the bid in Annexure-VIII, is required to confirm and declare that no agent/middleman/any intermediary person has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. Each bidder shall further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid. If the Directorate of Training (UTCS) subsequently finds to the contrary, the Directorate of Training reserves the right to declare the bidder as non-compliant and declare the contract if already awarded to the bidder to be null and void.

3.6. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

4. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself or through authorized person in case of partnership firm/joint venture/consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium submit more than one bid, such bids shall be rejected.

5.1 The bidder shall bear all costs associated with the preparation and submission of his/her/their bid and the Directorate of Training will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

5.2 Applicable Taxes are not included in the Estimated Cost of the Tender. Since these may vary from time to time.

6. VISIT TO DEPARTMENT:-

6.1 The bidder(s) are advised to visit and acquaint himself/herself/ themselves with the area and operational system on or before the closing date and time of the tender. The cost/ expenditure incurred by the bidder shall be borne by the bidder himself/herself/themselves. It shall be deemed that the contractor has undertaken a visit to the Directorate of Training and is aware of the operational conditions prior to submission of the tender documents.

6.2 Directorate of Training intends about 180 non-residential refresher courses during 2016-17. The courses would have varying duration i.e. from 1 day to 5 days. In addition, there may be some special non-residential courses of 10-15 days duration during the year. As per standard followed by the Directorate strength of training class for refresher courses is 20. Residential course, presently, have 35 officers trainee. Number of Non-residential trainees may also be NIL on any day if there is in scheduled training or on holidays or in case of cancellation of scheduled training or owing to other reasons.

7. TENDER DOCUMENTS:-

7.1 Contents of Tender Documents.

The Tender Documents for purpose of inviting tenders for providing Catering Services comprise the following:-

- (a) Notice of Invitation of Tender (NIT).
- (b) Price Bid.
- (c) Terms and Conditions.
- (d) Annexure-I :- Details of bidders and Authorized person
- (e) Annexure-II :- Check list for pre qualification bid for Catering services.
- (f) Annexure-III :- Undertaking on Rs. 100/- stamp paper.
- † (g) Annexure-IV :- Form of Bank Guarantee for Bid Security.
- † (h) Annexure-V :- Form of Bank Guarantee for Performance Security.
- † (i) Annexure-VI :- Form of agreement.
- † (j) Annexure-VII:- Declaration in the form of affidavit on Rs. 10 stamp papers regarding proprietorship concerned firm.
- (k) Annexure-VIII:- Declaration regarding (para 3.5 of NIT) no agent/middle man/inter mediatory has been or will be engaged to provide any services, on any other item or work related to the award and performance of this contract.
- (l) Annexure-IX :- Declaration that the bidding firm is not involved in any legal/court cases/ issues and not blacklisted by any department of Govt./Corp'n./institution/PSU.
- (m) Annexure- X :- Authority on letter head regarding authorized person.

7.2 The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender documents. Failure to furnish all information required under para 7.1 above or submission of a tender not responsive as per para 7.1 above or incomplete in any way will be at the bidder's risk and shall result in rejection of his/her/their bid. Bidder shall submit only one bid. In case of submission of more than one bid, such bid shall be summarily rejected.

8. CLARIFICATION OF TENDER DOCUMENT:-

In case the bidder has any doubt about the meaning of anything contained in the Tender documents, he/she/they shall seek clarification from the Office of the Estate Officer not later than two weeks before submitting his/her/their bid. All communications between the bidder and the Directorate of Training shall be carried out in writing.

9. PREPARATION OF BIDS:-

9.1 Language. The bids and all accompanying document (to be uploaded on e-procurement portal) shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

9.2 Documents Comprising the Bid.

9.2.1 It being an e-tender, tender documents mentioned in para 7.1 for purpose of tendering shall be uploaded through e-procurement portal only. The bidder shall, on or before the date given in the Notice Inviting Tender (NIT), submit his/her/their bid alongwith all required tender documents **through e-tendering only.**

9.2.2 The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 2,22,500/- (Rupees Two Lakh Twenty Two Thousand Five

acceptable form in favor of Director, Directorate of Training (UTCS) and scanned and uploaded along with tender documents. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period. Bid securities of the unsuccessful bidders will be returned at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

9.2.3 Original copy of bid security/EMD shall be deposited with the Estate Officer, Directorate of Training, (UTCS) at the address given in the Tender document before the closing date and time of tender.

9.2.4 Any bid without accompanying bid security shall be summarily rejected except in case of exemption as per 9.7.1.

9.3 The bidder (authorized person in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works, as stated in para 2.2(a)(b) and(c), completed in preceding five years (i.e. 01/04/2010 to 31/03/2015), and similar in nature as in the present contract to provide Catering Services.

9.4 BID PRICES:-

9.4.1 Bidder shall quote the rates (exclusive of Service Tax and DVAT) on the basis of rates per Tea with snacks (morning), Lunch & Tea with snacks (evening) for Non residential trainees and on the basis of rates per Breakfast, Lunch & Dinner per residential trainees/Guests in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in the Tender document. This includes all the statutory liabilities of the contractor towards the scope of work as well as towards its employees. Directorate of Training (UTCS) shall in no case be responsible for the lapse on the part of contractor in complying with the statutory liabilities towards its employees and towards the Govt.

9.4.2 Conditional bids/offers will be summarily rejected.

9.4.3 Numbers of trainees (residential trainees including guests and non residential trainees including visiting faculties) may vary from day to day and time to time including holidays or owing to other reasons also.

9.4.4 Price bid shall be quoted excluding applicable taxes i.e. Service Tax & DVAT. Applicable taxes shall be mentioned separately and specifically at the time of raising the bills by the successful bidder.

9.4.5 All tender documents shall be completed in all respects and duly signed and stamped by an authorized and empowered representative of the bidder. If the bidder comprises a partnership firm or consortium or a joint venture, the Tender document shall be signed by the duly authorized representative. Duly completed and self attested tender documents along with copies of relevant power of attorney/authorization letter, undertaking, etc., shall be scanned and uploaded.

9.4.6 Validity period of bid:- Price quoted in the bid shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.

9.5 Currencies of Bid and Payment:-

The bidder shall submit his price bid/offer in Indian Rupees. Payment on finalization, award of work and signing of the contract will be made in Indian Rupees on monthly basis. No advance payment shall be made in any case.

9.6 Duration of Contract:-

The contract shall be valid initially for two years and may be extended on annual basis through mutual agreement for further two years on existing terms & conditions, but not beyond further **two** years.

Besides, contractor shall vacate the Directorate of Training's Complex alongwith his equipments within 10 days of completion of contract and/or on the directions of the Directorate of Training. Otherwise Directorate of Training (UTCS) shall be at its discretion to forfeit the performance security of the contractor and also take legal action against the contractor.

9.7 BID SECURITY:-

The contractor shall deposit original Bid Security (Earnest Money Deposit) in the Directorate of Training (As per Clause 9.2.3) and also upload a scanned copy on e-procurement portal for an amount of **Rs. 2,22,500/- (Rupees Two Lakh Twenty Two Thousand Five Hundred Only) (@ 5% of the estimated cost)** in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favor of Director, Directorate of Training (UTCS) along with the Tender documents. The

9.7.1 Bid security shall be submitted by the bidders except those registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry or Department (ref. Rule 157 of GFR 2005). Requisite self attested copy of certificate issued by the competent authority for exempting him/her/them for submitting bid security shall be scanned and uploaded on e-procurement portal.

9.7.2 Any Tender not accompanied by Bid Security shall be rejected except mentioned as per above NIT clause 9.7.1.

9.7.3 Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract to successful bidder.

9.7.4 Bid security of the successful bidder shall be returned on receipt of Performance Security by the Department and after signing the agreement.

9.7.5 Bid Security shall be forfeited if the bidder withdraws his/her/their bid during the period of Tender validity.

9.7.6 Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within 15 (Fifteen) days from the date of issue of letter of work award.

9.8 Format and Signing of Bid:-

Self attested documents (each page) should be scanned and uploaded on the e-portal of Govt. of N.C.T. of Delhi by the bidder on or before the date and time of closing of tender.

10. Submission of Bids:-

10.1 The bidder(s) who are desirous of participating in e-procurement shall submit their Technical bids, price bids, etc. in the standard formats prescribed in the Tender Documents, displayed at <http://govtprocurement.delhi.gov.in>. The bidders should upload the self attested scanned copies of all the relevant certificates, documents etc., in the <http://govtprocurement.delhi.gov.in> in support of their Technical bids. **The bidder shall sign on all the statements, documents, certificates, uploaded by him/her/them, owning responsibility for their correctness/authenticity.**

10.2 The Pre-qualification Bid / Technical Bid should consist of the following documents:-

- (a) Bid Security (Earnest Money Deposit) for an amount of **Rs. 2,22,500/- (Rupees Two Lakh Twenty Two Thousand Five Hundred Only)** in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favor of Director, Directorate of Training (UTCS), is to be scanned and uploaded along with the technical bid documents. The Original Bid Security (In the form of Account Payee Demand Draft/Fixed Deposit Receipt/Bank Guarantee) shall be deposited in the office of Estate Officer (Care Taking Branch) before closing of bid uploading time and date. If exempted from depositing Bid Security/EMD then certificate of exemption should also be scanned and uploaded on e-portal as per NIT clause 9.7.1.
- (b) Self attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm/joint venture/consortium and if partnership firm, names addresses and telephone numbers of Directors/Partners also as per **Annexure-I**.
- ✓ (c) Self attested copy of PAN card under Income Tax Act in the name of Owner/ Partnership firm/Joint venture/Consortium Company;
- ✓ (d) Self attested copy of Service Tax Registration Number in the name of Firm;
- ✓ (e) Self attested copy of Valid Registration No. of the Agency/Firm as the case may be, self declaration in form of Affidavit Rs. 10/- by proprietor ;
- ✓ (f) Self attested copy of valid Provident Fund Registration Number in the name of Firm;
- ✓ (g) Self attested copy of valid ESI Registration Number in the name of Firm;
- ✓ (h) Self attested copy of TIN under DVAT Act in the name of Firm;
- ✓ (i) Proof of Average Annual turnover as stated in Clause 2.1 supported by audited Balance Sheets & ITRs for last three years i.e. 01/04/2013 to 31/03/2016;
- ✓ (j) Proof of experience as stated in Clause 2.2.(a), (b) and (c) supported by documents i.e. Certificate of satisfactory completion of Catering Services/work issued by competent authority from the concerned organization;
- ✓ (k) Undertaking regarding firm/agency not having been blacklisted by any Department/Organization of the Government of NCT of Delhi or any PSU or any other organization.

- (n) Self attested copy of Registration Certificate issued by Department of Food Safety and Standards.
- 10.3 The bid shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.

11. Late and Delayed Tenders:-

- 11.1 Bids must be uploaded on the e-portal i.e. <http://govtprocurement.delhi.gov.in> not later than the date and time stipulated in the NIT. The Directorate of Training may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the Directorate of Training and the bidder will be the same.
- 11.2 Any Bid security/EMD received by the Department after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned to the bidder.

12 Bid Opening and Evaluation:-

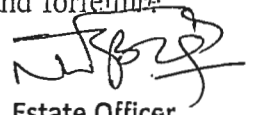
- 12.1 The Directorate of Training will open the Pre- qualification/Technical Bids in the presence of the bidders or their authorized representatives who choose to attend at the stipulated place and time.
- 12.2 The bid of any bidder who has not complied with one or more of the conditions as mentioned in the NIT will be summarily rejected.**
- 12.3 Conditional bids will also be summarily rejected.**
- 12.4 Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders or their authorized representative who choose to be present.**
- 12.5 Bidder has to provide the breakup of price bid along with number of manpower to be engaged to the technical evaluation committee as and when asked within two working days from the receipt of communication.**

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

- 13.1 The Directorate of Training (UTCS), Government of NCT of Delhi, is not bound to accept the lowest or any bid and may at any time terminate the tendering process.
- 13.2 The Directorate of Training (UTCS), Government of NCT of Delhi, may terminate the contract if it is found that the agency is black listed on previous occasions by the any of the Departments/Institutions/Local Bodies/ Municipalities/Public Sector Undertakings, etc.
- 13.3 The Directorate of Training (UTCS), Government of NCT of Delhi, may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Performance Security or fails to execute the contract agreement.

14 Award of Contract:-

- 14.1 The Directorate of Training (UTCS), Government of NCT of Delhi, will award the contract to the successful bidder i.e. whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding tender documents.
- 14.2 The Directorate of Training (UTCS), Government of NCT of Delhi, will communicate ("Letter of Offer") to the successful bidder by Registered Post that his bid has been accepted.
- 14.3 The successful bidder will be required to execute a contract agreement in the form specified in Annexure-VI within a period of 15 days from the date of issue of Letter of Offer.
- 14.4 The successful bidder shall be required to furnish a **Performance Security** within 15 days of receipt of 'Letter of Offer' for an amount of Rs. _____ (Ten per cent of the total value of the contract) in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form (Annexure-V) in favor of Director, Directorate of Training (UTCS). The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations during the contract period. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly and submitted to the Directorate of Training.
- 14.5 Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award/contract and forfeiture of Bid Security/Performance Security, as the case may be.



Estate Officer

Directorate of Training (UTCS)
Institutional Area, Vishwas Nagar,
Shahdara, Delhi-32.

1. The successful bidder (henceforth called as Caterer) shall operate the kitchen/mess Mess in the hostel of the Directorate of Training, UTCS having 25 rooms on single/twin sharing basis with varying occupancy. Besides operating the mess, the caterer shall also operate pantry in the administrative block for non-residential trainees.
2. The caterer shall provide catering services at any other place in the campus of the Directorate of Training, UTCS on special occasions on any day at any time as per directions issued by Competent Authority.
3. Directorate of Training intends about 180 non-residential refresher courses during 2016-17. The courses would have varying duration i.e. from 1 day to 5 days. In addition, there may be some special non-residential courses of 10-15 days duration during the year. As per standard followed by the Directorate strength of training class for refresher course is 20. Residential course, presently, have 35 officers training. Number of trainees (residential including guests and non residential including visiting faculties) may vary from time to time and owing to holidays and other reasons. Number of non-residential trainees may also be NIL on any day if there is no scheduled training or on holidays or in case of cancellation of scheduled training or owing to other reasons
4. **No service shall be provided in the guest house and in the hostel rooms.**
5. The rates quoted shall remain valid for a period of Two years from the date of signing of agreement. The Directorate of Training, UTCS shall not entertain any claim of price rise due to any inflation/ other reason whatsoever may be during the period of contract. The contract period may be extended on yearly basis with mutual agreement on the same terms & conditions but not beyond further two years.
6. The timings of the hostel mess (in r/o probationers and other residential trainees including guest house residents) shall be from 07:30 am to 09:30 pm on all days as per following schedule:-

(i) Breakfast- from 07:30 am to 09:00 am.

(iii) Lunch- from 12:45 pm to 01:40 pm.

(v) Dinner- from 08:00 pm to 10:00 pm.

7. Timings for pantry (for all trainees in the dining hall at 2nd floor of administrative block or any other area specified for the purpose) on training days shall be from 10:30 am to 05:00 pm, timings may vary on special occasions.

(i) Pre Lunch Tea- from 11:15 am to 11:30 am.(includes residential trainees also on training days)

(ii) Lunch- from 12:45 pm to 01:40 pm.

(iii) Post lunch Tea- from 03:15 pm to 03:30 pm. (includes residential trainees also on training days)

8. **MENU:-** The caterer shall prepare a **weekly menu (for resident and non resident trainees) based on the items mentioned below and as per price bid and get it approved from the Estate Officer/ Assistant Director (C.T.)/ authorised officer of the Directorate of Training (UTCS). Items in the weekly menu shall be determined in such a way so as to ensure that these are not repeated consecutively either during the day (for dinner and lunch) and not repeated on consecutive days.**

I For non-residential Trainees -

Sl. No.	Occasion	Menu items
01	Pre-lunch Tea (Buffet)	Tea & Coffee; Snacks (Samosa/ Bread Pakoda/ Paneer Pakoda/Dhokla/ sandwich etc – any one item changingly) and Biscuits (reputed brand)
02	Lunch (Buffet)	i) Assorted Bread - Stuffed Naan/Butter Naan/Tanduri Roti/Missi Roti/tawa roti/lachha parantha; ii) Boiled Rice/Jeera Rice/Veg. Pulao; iii) Dal (Rajma/Chhole/Dal Makhani/yellow dal); iv) One Paneer dish (Shahi Paneer/Matar paneer/paneer bhurji/ Karahi paneer/palak paneer etc); v) Two seasonal vegetable dishes; vi) Raita (Boondi/veg/fruit/pine-apple); vii) Pickle; viii) Papad; ix) Green salad and x) One sweet (Gulab jamun/Ice-cream/Rasmalai/Rasgulla /Imarti/Halua/ Kheer/ Seemai) etc
03.	Evening Tea(Buffet)	Tea & Coffee and Biscuits/wafers (reputed brand)

Sl. No.	Occasion	Menu items
01.	Breakfast (Buffet)	i) Corn flakes with milk / Dalia with milk ii) Tea / Coffee iii) Bread slice: raw/ toasted/ with Butter/ Jam iv) Seasonal fruits, v) Puri-subji or Idli-sambhar with coconut chutney or stuffed parantha with curd or Chhole-Bhature etc
02.	Lunch (Buffet)	i) Assorted Bread - Stuffed Naan/Butter Naan/Tanduri Roti/Missi Roti/tawa roti/lachha parantha; ii) Boiled Rice/Jeera Rice/Veg. Pulao; iii) Dal (Rajma/Chhole/Dal Makhani/yellow dal); iv) One Paneer dish (Shahi Paneer/Matar paneer/paneer bhurji/ Karahi paneer/palak paneer etc); v) Two seasonal vegetable dishes; vi) Raita (Boondi/veg/fruit/pine-apple); vii) Pickle; viii) Papad; ix) Green salad and x) One sweet (Gulab jamun/Ice-cream/Rasmalai/Rasgulla /Imarti/Halua/ Kheer/ Seemai) etc
03.	Dinner (Buffet)	i) Assorted Bread - Stuffed Naan/Butter Naan/Tanduri Roti/Missi Roti/tawa roti/lachha parantha; ii) Boiled Rice/Jeera Rice/Veg. Pulao; iii) Dal (Rajma/Chhole/Dal Makhani/yellow dal); iv) One Paneer dish (Shahi Paneer/Matar paneer/paneer bhurji/ Karahi paneer/palak paneer etc); v) Two seasonal vegetable dishes; vi) Raita (Boondi/veg/fruit/pine-apple); vii) Pickle; viii) Papad; ix) Green salad and x) One sweet (Gulab jamun/Ice-cream/Rasmalai/Rasgulla /Imarti/Halua/ Kheer/ Seemai) etc

Note: Rates for Breakfast, Lunch and Dinner for residential trainees and guests shall be paid to the caterer directly by residential trainees and guests and Directorate of Training shall not be responsible for these payments.

III. Tea/Coffee/Snacks for routine Official Meetings/Staff (Per person)

1.	Coffee/Tea
2.	Tea/Coffee with Biscuits
3.	Tea/Coffee with Biscuits, Wafers and Pakora/samosa/Cutlet etc

9. Raw material to be used in preparation of above food items would be of standard quality / reputed brand to the satisfaction of Authorised officer/Inspection Committee of the Directorate of Training (UTCS) constituted for the purpose.
10. Contractor shall provide **Catering** services to the Department for providing nutrient and hygienic eatables/food/meals/tea etc. (as per approved menu).
11. Preparation of food articles from outside the Directorate's kitchen shall not be allowed.
12. The food articles shown above are indicative and in actual may vary depending upon season.
13. Caterer shall provide all cooking and serving utensils at his own cost wherein cleanliness, hygiene and standard shall be maintained.
14. Caterer shall use the cooking medium, oil/vegetable oils of standard brand and quality.
15. Caterer's employee shall be well and uniformly dressed.
16. Caterer shall use its own cooking equipments such as LPG (refilling also), Stove, utensils, fridge, grinders etc. no such equipments or facility shall be provided by this Directorate.
17. Caterer shall be responsible for proper disposal of waste material and leftover eatable items beyond the boundary of this Directorate at its own cost in proper manner as per direction of Caretaking Branch.
18. It shall be responsibility of caterer to take NOC and necessary permission from the Competent Authorities to run catering service at its own cost.
19. Caterer shall be responsible for arranging of table cloth, table mats, forks (steel, knives (steel), salt & pepper container (bone china), provision of napkins etc. required for presentability, at its own cost.
20. Caterer shall be responsible against use of monosodium glutamate in any of the food preparation.
21. Caterer shall be responsible for adequate supply of the food items mentioned in the table for all kinds of trainings and special occasions.
22. Caterer shall be responsible for cleanliness of all cooking and serving items / appliances. Directorate of Training in no case is responsible for breakage / damage / loss of cooking / serving items / appliances.

24. Directorate of Training (UTCS) shall provide electricity for lights/fan in the kitchen of the hostel block and pantry / dining hall in the administration block. Power supply will also be provided for use of Refrigerator/freezer /coffee machine/ oven/ mixer/ grinder only. A separate electric meter shall be provided by the Directorate for the kitchen area and caterer shall be responsible for payment of bill raised by BSES against this meter. Caterer shall at the time of vacating the Directorate's premises on completion of contract period or otherwise shall clear all the dues in r/o this meter.
25. **Any other provisions as deemed appropriate by the employer i.e Directorate of Training (UTCS) may be incorporated in the agreement. The same shall also be binding on the contractor.**

1. The successful bidder (henceforth called as Caterer) shall operate the kitchen/mess Mess in the hostel of the Directorate of Training, UTCS having 25 rooms on single/twin sharing basis with varying occupancy. Besides operating the mess, the caterer shall also operate pantry in the administrative block for non-residential trainees.
2. The caterer shall provide catering services at any other place in the campus of the Directorate of Training, UTCS on special occasions on any day at any time as per directions issued by Competent Authority.
3. Directorate of Training intends about 180 non-residential refresher courses during 2016-17. The courses would have varying duration i.e. from 1 day to 5 days. In addition, there may be some special non-residential courses of 10-15 days duration during the year. As per standard followed by the Directorate strength of training class for refresher course is 20. Residential course, presently, have 27 officers training. Number of trainees (residential including guests and non residential including visiting faculties) may vary from time to time and owing to holidays and other reasons. Number of non-residential trainees may also be NIL on any day if there is no scheduled training or on holidays or in case of cancellation of scheduled training or owing to other reasons.
4. **No service shall be provided in guest house and in hostel rooms in any case.**
5. The rates quoted shall remain valid for a period of Two years from the date of signing of agreement. The Directorate of Training, UTCS shall not entertain any claim of price rise due to any inflation/ other reason whatsoever during the period of contract. The contract period may be extended on annual basis with mutual agreement on the same terms & conditions but not beyond further two years.
6. The timings of the hostel mess (In r/o probationers and other residential trainees including guest house residents) shall be from 07:30 am to 09:30 pm on all days as per following schedule:-

- (i) Breakfast- from 07:30 am to 09:00 am.
- (iii) Lunch- from 12:45 pm to 01:40 pm.
- (v) Dinner- from 08:00 pm to 10:00 pm.

7. Timings for pantry (for all trainees in the dining hall at 2nd floor of administrative block or any other area specified for the purpose) on training days shall be from 10:30 am to 05:00 pm.

(i) Pre Lunch Tea- from 11:15 am to 11:30 am. (Includes residential trainees also on training days)

(ii) Lunch- from 12:45 pm to 01:40 pm.

(iii) Post lunch Tea- from 03:15 pm to 03:30 pm. (includes residential trainees also on training days)

Timings may vary on special occasions.

8. **MENU:-** The caterer shall prepare a **weekly menu based on the items mentioned below and as per finally accepted rates and get it approved from the Estate Officer/ Assistant Director (C.T.)/ Authorised Officer of the Directorate of Training (UTCS). Items in the weekly menu shall be determined in such a way so as to ensure that these are not repeated consecutively either during the day (for dinner and lunch) and not repeated on consecutive days.**

I Non-residential Refresher/orientation courses -

Sl. No.	Occasion	Menu items
01	Pre-lunch Tea (Buffet)	Tea & Coffee; Snacks (Samosa/ Bread Pakoda/ Paneer Pakoda/Dhokla/ sandwich etc - any one item changingly) and Biscuits (reputed brand)
02	Lunch (Buffet)	i) Assorted Bread - Stuffed Naan/Butter Naan/Tanduri Roti/Missi Roti/tawa roti/lachha parantha; ii) Boiled Rice/Jeera Rice/Veg. Pulao;

		Karahi paneer/palak paneer etc); v) Two seasonal vegetable dishes; vi) Raita (Boondi/veg/fruit/pine-apple); vii) Pickle; viii) Papad; ix) Green salad and x) One sweet (Gulab jamun/Ice-cream/Rasmalai/Rasgulla /Imarti/Halua/ Kheer/ Seemai) etc
03.	Evening Tea (Buffet)	Tea & Coffee and Biscuits/wafers (reputed brand)

II. Residential Training Courses/Guests from outside Delhi and residing in the Guest House/Hostel

Sl. No.	Occasion	Menu items
01.	Breakfast (Buffet)	i) Corn flakes with milk / Dalia with milk ii) Tea / Coffee iii) Bread slice: raw/ toasted/ with Butter/ Jam iv) Seasonal fruits, v) Puri-subji or Idli-sambhar with coconut chutney or stuffed parantha with curd or Chhole-Bhature etc
02.	Lunch (Buffet)	i) Assorted Bread - Stuffed Naan/Butter Naan/Tanduri Roti/Missi Roti/tawa roti/lachha parantha; ii) Boiled Rice/Jeera Rice/Veg. Pulao; iii) Dal (Rajma/Chhole/Dal Makhani/yellow dal); iv) One Paneer dish (Shahi Paneer/Matar paneer/paneer bhurji/ Karahi paneer/palak paneer etc); v) Two seasonal vegetable dishes; vi) Raita (Boondi/veg/fruit/pine-apple); vii) Pickle; viii) Papad; ix) Green salad and x) One sweet (Gulab jamun/Ice-cream/Rasmalai/Rasgulla /Imarti/Halua/ Kheer/ Seemai) etc
03.	Dinner (Buffet)	i) Assorted Bread - Stuffed Naan/Butter Naan/Tanduri Roti/Missi Roti/tawa roti/lachha parantha; ii) Boiled Rice/Jeera Rice/Veg. Pulao; iii) Dal (Rajma/Chhole/Dal Makhani/yellow dal); iv) One Paneer dish (Shahi Paneer/Matar paneer/paneer bhurji/ Karahi paneer/palak paneer etc); v) Two seasonal vegetable dishes; vi) Raita (Boondi/veg/fruit/pine-apple); vii) Pickle; viii) Papad; ix) Green salad and x) One sweet (Gulab jamun/Ice-cream/Rasmalai/Rasgulla /Imarti/Halua/ Kheer/ Seemai) etc

Note: Rates for Breakfast, Lunch and Dinner for residential trainees and guests shall be paid to the caterer directly by residential trainees and guests Directorate of Training shall not be responsible for these payments.

III. Tea/Coffee/Snacks for routine Official Meetings/Staff (Per person)

1.	Coffee/Tea
2.	Tea/Coffee with Biscuits
3.	Tea/Coffee with Biscuits, Wafers and Pakora/samosa/Cutlet etc

9. Raw material to be used in preparation of above food items would be of standard quality / reputed brand and to the satisfaction of Authorised officer/Inspection Committee of the Directorate of Training (UTCS) constituted for the purpose.

10. The caterer shall not be allowed to do outdoor catering from the premises of the Directorate of Training (UTCS).

11. Preparation of food articles from outside of the Directorate's kitchen shall not be allowed.

12. The nature of relationship between the Directorate of Training, UTCS and the caterer shall be contractual in nature confining to the terms and condition of the agreement. The Directorate of Training, UTCS shall not bear any claim of the workers/staff of the caterer during the period of contract or later.

staff employed by him/ them/ the Directorate of Training, or as may be necessary, whatsoever in this regard.

14. The Directorate of Training shall provide :-

- (i) Kitchen, dining hall, washing area, in the hostel block and dining space, pantry in the administrative block in the campus.
- (ii) Toilets in the hostel block and administrative block for cooks and other staff of the caterer.
- (iii) Water for cooking and cleaning of utensils.
- (iv) Electricity for lights/fan in the kitchen of the hostel block and pantry / dining hall in the administration block. Power supply will also be provided for use of Refrigerator/freezer /coffee machine/ oven/ mixer/ grinder only. A separate electric meter shall be provided by the Directorate for the kitchen area and caterer shall be responsible for payment towards electricity consumption for preparation of breakfast, lunch etc. Caterer shall at the time of vacating the Directorate's premises on completion of contract period or otherwise shall clear all the dues.
- (v) Furniture/ fixture required for dining and pantry to be maintained by the caterer neat and clean from hygienic point of view.
- (vi) The number of non-resident trainees for whom catering arrangement are required will be provided by the Directorate to the in-charge / representative of the caterer on the previous day of the training.
- (vii) Space for storing of raw material for food shall be the kitchen situated in the hostel block.
- (viii) The contractor shall indemnify and hold the Directorate of Training harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
- (ix) The contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility, given to them by the Directorate of Training and shall not lend to any person or company any of the effects of the Department under its control.
- (x) The contractor shall be responsible to maintain all property and equipment of the Directorate of Training entrusted to him/her/them. Any damage or loss caused by contractor's persons to the Directorate of Training in whatever shape would be recovered from the contractor.

15. The contractor shall not engage any sub-contractor or transfer the Contract to any other person in any manner.

16. The quality of food served should be of high standard. The best hygiene should be maintained while cooking/ serving / cleaning.

17. The contractor shall use standard quality of utensils for cooking and serving and will maintain standard of cleanliness & hygiene at his own cost. Caterer shall be responsible for arranging of table cloth, table mates, forks (steel), Knives (steel), salt and paper container (bone china), provision of napkins etc. required for usability, at its own cost. Contractor shall also abide by the advice of the Directorate, specially, about serving utensils.

18. The Caterer shall ensure the following:-

- (i) Contractor shall ensure nutrient and hygienic eatables/food/meals/tea etc. (as per approved menu mentioned in the scope of work).
- (ii) **Raw material to be used in preparation of above food items would be of standard quality / reputed brand and to the satisfaction of Authorised officer/Inspection Committee of the Directorate of Training (UTCS) constituted for the purpose.**
- (iii) Caterer shall be responsible against use of monosodium glutamate in any of the food preparation.
- (iv) Caterer shall use the cooking medium oil/vegetable oils of standard brand and quality.
- (v) Caterer shall be responsible for adequate supply of the food items mentioned in the table for all kinds of trainings and special occasions.
- (vi) List of vans vehicle with number shall be submitted by caterer to the Directorate of Training to be used for catering services. Directorate of Training will issue gatepass only to those vehicles and will be allowed to enter in the Directorate's premises.
- (vii) No person or vehicle of the caterer shall be allowed to enter in the Directorate's premises without having a gate-pass issued by this Directorate.
- (viii) It will be the sole responsibility of the caterer to meet with the standard of food safety and / or PFA.

- (x) Caterer shall be responsible for proper disposal of waste material and leftover eatable items beyond the boundary of this Directorate at its own cost in proper manner as per direction of Caretaking Branch.
- (xi) The cleanliness will be periodically checked by the Director (Trg.)/HOD or any person authorized by him based on certain objective criteria to measure level of cleanliness and the contractor shall abide by those criteria.
- (xii) All the raw material, packaged food and disposables required for cooking are to be procured by the contractor. All consumables and disposables should be eco-friendly and of branded quality and will be subject to test and inspection by any agency identified by the Directorate.

19. The Caterer shall also be responsible for the following:-

- (i) Every employee so engaged by the contractor shall wear uniform and a badge wearing his/her name, while on duty. The said uniform and badge shall be provided by the contractor at his own cost.
- (ii) No staff / employee of the caterer will be allowed to eat food during the prescribed timings for providing catering services.
- (iii) The antecedents of staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the Directorate of Training.
- (iv) The staff engaged by the contractor shall be available all the time as per their duty roster and they shall not leave their place of duty without the prior permission of the authorized officer of the Directorate of Training. In-charge of the work declared by the caterer shall supervise the work of the staff deployed for catering services and also ensure proper and satisfactory performance of the said catering services in accordance with the prevailing assignment instructions agreed upon between the two parties.
- (v) The list of staff going to be deployed shall be made available to the Directorate of Training and if any change is required on part of the Directorate of Training fresh list of staff shall be made available by the contractor after each and every change.
- (vi) The contractor shall be responsible for providing immediate replacement for any of the contractor's staff being on leave or absent.
- (vii) The contractor shall deploy his personnel only after submitting details of each employee as per Labour Laws in force. The Directorate of Training shall be informed at least one week in advance of all changes, replacement of manpower along with details of new manpower.
- (viii) Number of employees to be engaged and shown in the breakup of price bid and also agreed shall not be reduced or enhanced by the contractor at any stage during the period of contract.
- (ix) It will be the sole responsibility of the contractor that the men engaged are trained and the Directorate of Training will not be liable for any mishap, directly or indirectly to them.
- (x) The contractor shall not deploy any minor for catering services in the Directorate. Person deployed by the contractor should be physically fit and should not have any contagious disease.
- (xi) The Directorate of Training shall have the right to ask for the removal of any person of the contractor, who is not found to be competent and orderly in the discharge of his duty.
- (xii) All liabilities arising out of damage/accident or death of any of contractor's employee while on duty shall be borne by the contractor.
- (xiii) During the course of contract, if any of contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Directorate of Training or about any misbehavior/misconduct of any kind shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee / Security.
- (xiv) Contractor shall ensure that the catering staff deployed in the Directorate of Training does not accept any gratitude or reward in any shape from anybody in the Directorate's complex.
- (xv) The person employed have to be extremely courteous with pleasant mannerism in dealing with the Staff/visitors/ trainees, especially with female and should project an image of utmost discipline. The Directorate of Training shall have the right to have any person changed/replaced by the contractor without assigning any reason. The contractor shall have to arrange the suitable replacement in such cases.
- (xvi) Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
- (xvii) The contractor shall ensure that the catering staff shall not take part in any staff union and association activities.
- (xviii) The Directorate of Training shall not be responsible for providing residential accommodation to any of the personnel of the contractor.
- (xix) The Directorate of Training shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The

(xx) The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the Directorate of Training. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, if any, should be shown. The Contractor has to give an undertaking (on the format), duly countersigned by the concerned official of the Directorate of Training, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards. In this regard contractor has to produce relevant record to the Authorized Officer to the Directorate of Training, UTCS whenever he is asked to do so.

(xxi) The contractor will pay wages to the employees engaged for the work for providing catering services in the Directorate of Training by him through cheque/ECS every month. Directorate of Training at any time can call this record for inspection.

(xxii) The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages Act and Contract Labour (Regulation & Abolition) Act 1970, EPF, ESI etc. with regard to the personnel engaged by him for catering works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the Directorate of Training and to the Labour department. Directorate of Training will have full rights to see the relevant record and in case any discrepancy found that shall be made good by the contractor at its own cost.

(xxiii) The contractor shall be liable and responsible to pay and provide all the benefits viz. Provident Fund, ESI, Bonus, Gratuity, Leave, etc. to the staff engaged by him. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within seven days of close of every month. Giving particulars of the employees engaged for the catering works, is required to be submitted to the Directorate of Training. In any eventuality, if the contractor fails to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, the Directorate of Training is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement and will be deposited with RPFC on behalf of the contractor.

(xxiv) In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities/Govt. of Delhi/PGC/PGMS/Court of Law and proof thereof is furnished to the satisfaction of the Labour and other Authorities, the Directorate of Training may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Authorities and any sums so paid shall be recovered by the Directorate of Training from the contractor immediately, by way of deducting that amount from his payment to be made to the contractor or from his performance security.

(xxv) If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Directorate of Training, such money shall be deemed to be payable by the contractor to the Directorate of Training within seven days. The Directorate of Training shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.

(xxvi) If as a result of post payment audit, if any overpayment is detected in respect of any bill submitted by the caterer/contractor or alleged to have been done by the caterer under the tender, it shall be recovered by the Directorate of Training from the contractor as per the recovery process under Appropriate Act of Govt. of Delhi.

(xxvii) The caterer shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Directorate of Training.

20. Payments to the Caterer:-

- (i) The **payment** would be made at the end of every month after caterer submit the bills in duplicate based on the actual number of trainees (plus or minus two persons) duly verified by the concerned course coordinator/ representative of the Directorate of Training. No other claim on whatever account shall be entertained by the Directorate of Training. Contractor shall clearly and categorically mention the taxes levied in the bill raised by him.
- (ii) The caterer shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The caterer shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Directorate of Training fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise otherwise payment due on this account shall be made from the Performance Security of the caterer.

caterer at the applicable rates issued by the authorities from time to time. If there is any increase in rate of tax with retrospective effect that will be deducted from the payment due to the contractor or from his Performance Security.

21. Penalty:-

- (i) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty @ **Rs. 500/- per personnel per day** shall be levied by the Directorate of Training and the same shall be deducted from the contractor's bills.
- (ii) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it **will be treated as absence and penalty as mentioned in point 21(i) shall be levied.**
- (iii) In case any complaint about misconduct/misbehavior of contractor's personnel, a penalty @ **Rs.500/- for each such incident /lapse** shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the system immediately.
- (iv) In case the contractor fails to perform the work as stipulated in the agreement or his performance found to be unsatisfactory in any way or he does not meet the statutory requirements of the contract, Director (Training)/HOD reserves the right to impose the penalty as detailed below:-
 - **20% of cost of performance security per week, up to four weeks.**
 - **After four weeks delay the Directorate of Training may cancel the agreement and get this job carried out preferably from other agency from open market. The difference, if any, will be recovered from the pending payment/Performance security of the contractor and also shall be black listed for a period of four years from participating in such type of tender and his performance security deposit may also be forfeited, if so warranted.**
- (v) If the written or verbal complaint is/are received from any trainees/ course coordinator/ authorized officer regarding substandard food/ stale items/ spoiled/expired items served, immediately **penalty @ Rs. 5000/- per default upto the termination of contract** will be imposed.
- (vi) If catering/ food/ eatables/ drinks is not observed/found up to the satisfaction of the Directorate of Training/Authorized Officer a **penalty @ Rs.500/- per default per day will be imposed on the contractor depending on the fault/lapse.**

22. Other clauses:-

- (i) Directorate of Training shall have full powers to cancel the agreement at any time without assigning any reason to the caterer and the decision of Directorate shall be binding to the caterer.
- (ii) Caterer shall not cease to continue the contract during the validity period of contract in any case otherwise his performance security shall be forfeited and other punitive action shall be taken against him including black listing etc.
- (iii) Caterer shall in any circumstance vacate the Directorate's premises within 10 days completion of contract, cancellation of contract, etc. Caterer in any case shall not be allowed to retain its equipments within Directorate's premises beyond the period of 10 days, otherwise legal action shall be taken against the caterer.
- (iv) Rates for Breakfast, lunch and dinner to be provided to the residential trainees and guest shall be directly paid to the contractor by them and in no case Directorate of Training shall be responsible for this payment and contractor shall not raise any bill in this regard to the Directorate of Training.
- (v) Caterer shall be responsible for keeping the area of kitchen, pantry & washing yard clean.
- (vi) *Caterer shall be responsible for cleanliness of all cooking and serving items / appliances. Directorate of Training in no case is responsible for breakage / damage / loss of cooking / serving items / appliances supplied by DTTDC.*
- (vii) *"NOTICE TO PROCEED" means the notice issued by the Directorate of Training to the contractor communicating the date on which the work/services (date of signing of agreement) under the contract are to be commenced.*
- (viii) *If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and individually liable to the Directorate of Training for the fulfillment of the terms & conditions of the contract. Such persons shall designate one of them to act as authorized representative / in-charge of work with authority to sign.*
- (ix) *Any act on the part of the tenderer to influence anybody in the Directorate of Training is liable for action deemed fit under statutory laws.*

23. Force majeure

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

The caterer will not be held responsible for the damages/sabotage caused to the property of the Directorate of Training due to the riots/mobs attack/armed dacoit activities not attributable to employees of the caterer or any other event of force majeure.

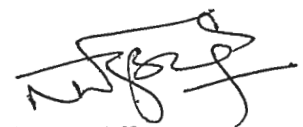
24. a. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Hon'ble L.G. of Government of NCT of Delhi.

b. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

25. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

26. That in the event of any loss occasioned to the Directorate of Training, as a result of any lapse on the part of the caterer or his employees deployed in the Directorate of Training which will be established after an enquiry conducted by the Directorate of Training, the said loss can be claimed from the caterer up to the value of the loss. The decision of the Head of the Directorate of Training will be final and binding on the caterer.

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



Estate Officer
Directorate of Training (UTCS)
Institutional Area, Vishwas Nagar,
Shahdara, Delhi-32.

276/c

PRICE BID

1. For non-residential Trainees - Combined rates of items mentioned in col. (3) each row should be quoted in col. (4)

Sl. No.	Occasion	Menu items	Rates per person (Rs.)
(1)	(2)	(3)	(4)
01	Pre-lunch Tea (Buffet)	Tea & Coffee; Snacks (Samosa/ Bread Pakoda/ Paneer Pakoda/Dhokla/ sandwich etc - any one item changingly) and Biscuits (reputed brand)	
02	Lunch (Buffet)	i) Assorted Bread - Stuffed Naan/Butter Naan/Tanduri Roti/Missi Roti/tawa roti/lachha parantha; ii) Boiled Rice/Jeera Rice/Veg. Pulao; iii) Dal (Rajma/Chhole/Dal Makhani/yellow dal); iv) One Paneer dish (Shahi Paneer/Matar paneer/paneer bhurji/ Karahi paneer/palak paneer etc); v) Two seasonal vegetable dishes; vi) Raita (Boondi/veg/fruit/pine-apple); vii) Pickle; viii) Papad; ix) Green salad and x) One sweet (Gulab jamun/Ice-cream/Rasmalai/Rasgulla /Imarti/Halua/ Kheer/ Seemai) etc	
03.	Evening Tea(Buffet)	Tea & Coffee and Biscuits/wafers (reputed brand)	

2. For Resident Trainees/Guests staying ion the Guest House - Combined rates of items mentioned in col. (3) each row should be quoted in col. (4)

Sl. No.	Occasion	Menu items	Rates per person (Rs.)
(1)	(2)	(3)	(4)
01.	Breakfast (Buffet)	i) Corn flakes with milk / Dalia with milk ii) Tea / Coffee iii) Bread slice: raw/ toasted/ with Butter/ Jam iv) Seasonal fruits, v) Puri-subji or Idli-sambhar with coconut chutney or stuffed parantha with curd or Chhole-Bhature etc	
02.	Lunch (Buffet)	i) Assorted Bread - Stuffed Naan/Butter Naan/Tanduri Roti/Missi Roti/tawa roti/lachha parantha; ii) Boiled Rice/Jeera Rice/Veg. Pulao; iii) Dal (Rajma/Chhole/Dal Makhani/yellow dal); iv) One Paneer dish (Shahi Paneer/Matar paneer/paneer bhurji/ Karahi paneer/palak paneer etc); v) Two seasonal vegetable dishes; vi) Raita (Boondi/veg/fruit/pine-apple); vii) Pickle; viii) Papad; ix) Green salad and x) One sweet (Gulab jamun/Ice-cream/Rasmalai/Rasgulla /Imarti/Halua/ Kheer/ Seemai) etc	
03.	Dinner (Buffet)	i) Assorted Bread - Stuffed Naan/Butter Naan/Tanduri Roti/Missi Roti/tawa roti/lachha parantha; ii) Boiled Rice/Jeera Rice/Veg. Pulao; iii) Dal (Rajma/Chhole/Dal Makhani/yellow dal); iv) One Paneer dish (Shahi Paneer/Matar paneer/paneer bhurji/ Karahi paneer/palak paneer etc); v) Two seasonal vegetable dishes; vi) Raita (Boondi/veg/fruit/pine-apple); vii) Pickle; viii) Papad; ix) Green salad and x) One sweet (Gulab jamun/Ice-cream/Rasmalai/Rasgulla /Imarti/Halua/ Kheer/ Seemai) etc	

Note: Rates for Breakfast, Lunch and Dinner for residential trainees and guests shall be paid to the caterer directly by residential trainees and guests and Directorate of Training shall not be responsible for these payments.

275/c

3. Tea/Coffee/Snacks for routine Official Meetings/Staff (Per person)

1.	Coffee/Tea	
2.	Tea/Coffee with Biscuits	
3.	Tea/Coffee with Biscuits, Wafers and Pakora/samosa/Cutlet etc	

I s/o Sh.....hereby undertake that raw material to be used in preparation of above food items would be of standard quality / reputed brand to the satisfaction of Authorised officer/Inspection Committee of the Directorate of Training (UTCS) constituted for the purpose.

Note:-Conditional bids/offers will be summarily rejected.

1. The caterer shall prepare a **weekly menu both for resident and non-resident based on the items mentioned above and get it approved from the Estate Officer/ Assistant Director (C.T.)/ authorised officer of the Directorate of Training (UTCS)**. Items in the weekly menu shall be determined in such a way so as to ensure that these are not repeated consecutively either during the day (for dinner and lunch) and on consecutive days.
2. Contractor shall provide **Catering** services to the Department for providing nutrient and hygienic eatables/food/meal/tea etc (as per approved menu). Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act, weekly-of, cost of uniform of personnel deployed by the contractor, service charges, etc. of the agency but exclusive of service tax and DVAT. The rate quoted will be for buffet meal/ tea (as per menu mentioned in price bid) per person for residential and non residential trainees.
3. The offers/bids which are not in compliance of Minimum Wages Act and any other Labor laws will be treated as invalid.
4. The contract is for two years and further extendable for two more years on annual basis as mutually agreed by Directorate of Training (UTCS) and contractor on the same terms & conditions.
5. The food articles shown above is indicative and in actual may vary depending upon season.
6. The bidders may quote the rates with the raw materials of standard quality/ specifications.
7. Payments for resident trainees and guests in guesthouses, unless ordered by the Directorate, shall be paid to the contractor directly by them.
8. Directorate of Training shall provide water for cooking and cleaning of utensils.
9. Directorate of Training shall provide electricity for lights/fan in the kitchen of the hostel block and pantry / dining hall in the administration block. Power supply will also be provided for use of Refrigerator/freezer /coffee machine/ oven/ mixer/ grinder only. A separate electric meter shall be provided by the Directorate for the kitchen area and caterer shall be responsible for payment of bill raised by BSES against this meter. Caterer shall at the time of vacating the Directorate's premises on completion of contract period or otherwise shall clear all the dues.

Signature
Name of authorised signatory
Seal of the Firm/Co. etc

DIRECTORATE OF TRAINING: UNION TERRITORIES CIVIL SERVICES
INSTITUTIONAL AREA, VISHWAS NAGAR, BEHIND KARKAR DOOMA COURTS, SHAHDARA,
DELHI-110032

TENDER FORM FOR PROVIDING CATERING SERVICES

1. Due date for tender _____

2. Opening time and date of tender _____

Affix duly Attested
P.P. Size recent
photograph of the
of the bidder/
authorised
signatory

3. Names, address of firm/Agency/ _____

Contact numbers _____

4. Registration No. of the Firm/Agency _____
(In case of proprietor concern not applicable)

5. Name, Designation, Address and _____
Telephone No. of Authorized person of Firm _____
/Agency to deal with _____

6. Please specify as to whether Bidder is _____
sole proprietor/ Partnership firm. _____

Name and Address Telephone No. _____
of Directors/partners should be specified. _____

7. PAN issued by Income Tax Deptt. _____
(Proprietor/ firm/Company/Joint Venture)

8. Copies of last three financial year ITR _____
(w.e.f. 01/04/2013 to 31/03/2016)

9. Provident Fund Account No. _____

10. ESI Number _____

11. TIN issued by Trade & Taxes Deptt. _____

12. License no. (Contract Labour (R&A) Act, 1970). _____

13. Copy of valid registration certificate issued _____
by food safety Department.

14. Details of Bid Security deposited: _____

(a) Amount: Rs. _____

(Rupees in words also)

(b) FDR/DD/BG No. _____

(c) Date of issue: _____

(d) Name of issuing authority: _____

15. Any other information: _____

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

(Signature of the bidder/Authorized signatory)
Name and Address
(with seal)

DIRECTORATE OF TRAINING: UNION TERRITORIES CIVIL SERVICES
Institutional Area, Behind Karkardooma Courts, Shahdara Delhi 32

CHECK-LIST FOR PRE-QUALIFICATION BID FOR CATERING SERVICES

Sl. No.	Documents asked for	Page number at which document
1.	Bid Security (EMD) of Rs. -----/(Rupees ----- Only) in the form of FDR/DD/Bank Guarantee issued by any scheduled commercial bank in favour of Director, Directorate of Training, UTCS valid for 45 days beyond the Tender validity period.	
2.	Annexure-I (with complete details of Proprietor/ authorized signatory/partners/directors.)	
3.	Copy of Power of Attorney/ Authority in r/o authorized signatory.	
4.	Annexure-III (Undertaking on Rs. 100/- stamp paper)	
5.	Annexure-VII (in case of proprietorship firm)	
6.	Self-attested copy of the PAN card issued by the Income Tax Department (in r/o Proprietor/partnership firm/ joint venture / consortium company).	
7.	Self attested copy of ITR for the financial year 2013-14 2014-15 2015-16	
8.	Self attested copies of Experience certificates during the last 5 years as per NIT clause 2.2 (a) 2.2 (b) 2.2 (c)	
9.	Self attested copy of Service Tax Registration No.	
10.	Self attested copy of valid Registration number of the firm/agency (declaration in r/o proprietorship firm)	
11.	Self attested copy of TIN under DVAT act.	
12.	Self attested copy of valid Provident Fund Registration number.	
13.	Self attested copy of valid ESI Registration No.	
14.	Self attested proof of Annual turnover of the firm/company of last 03 consecutive financial years duly supported audited balance sheet of the firm/ company i.e. 2013-14 2014-15 2015-16	
15.	Self attested copy of Annexure VIII and IX.	
16.	Self attested copy of Annexure VII and X (as applicable)	
17.	Self attested copy of registration certificate issued by food safety & standard Department	

Declaration:- (1) That all the annexure required for the bid are correctly filled and duly signed by me/ us. In case of any discrepancies/ error, me/us will be solely responsible for disqualification of my/our bid.

(2) That I/We have not submitted any other bid for this contract.

(3) I/we hereby declare that the above information furnished by me/us are true and correct to the best of my/our knowledge and belief and have been cross checked and found correct.

Signature of the Bidder
(Name and Address of the Bidder)
Telephone No.

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

UNDERTAKING

To

Director
Directorate of Training
UTCS.

Providing **CATERING SERVICES.**

Due date: _____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labor Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide neat and hygienic **CATERING SERVICES with standard quality of raw material.**
5. I/We will file certificate in the Directorate of Training by 10th of each month stating that I/We had paid all the dues/salaries to the employees engaged by me for providing catering services in the Directorate of Training as per the revised rate of minimum wages amended by Govt. from time to time and deposited applicable contribution in r/o these employees in the respective department of EPF & ESI.
6. I/We do hereby undertake that neat and clean environment of kitchen and dining hall of the Directorate of Training shall be ensured by me/us, as well as any other point considered by the Directorate of training. Our **CATERING SERVICES** shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs.-----/- (Rupees ----- only). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.

(Signature of the Bidder)
Name and Address of the Bidder.
Telephone No.

270/c

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(Refer Clause 11.1.4 of the NIT)

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

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the "Bank") of the one part and Directorate of Training (hereinafter called the "Department") of the other part.
2. WHEREAS Directorate of Training has awarded the contract for catering services contract for Rs. _____ (Rupees in figures and words) (hereinafter called the "contract") to M/s _____ (Name of the contractor) (hereinafter called the "contractor").
3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Department a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. _____ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of 26 months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions "the Department", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

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

For and on behalf of the _____ Bank.
Signature of authorized Bank official

Name _____
Designation _____
I.D. No. _____
Stamp/Seal of the Bank.

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

Witness-1.

Witness-2

Signature _____
Name _____
Address _____

Signature _____
Name _____
Address _____

FORM OF BANK GUARANTEE FOR BID SECURITY/EMD

(Refer Clause 8.7.1 of the NIT)

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

KNOW ALL MEN by these present that we _____ (Name and address of Bank), having our registered office at _____ (hereinafter called "the Bank") are bound unto Directorate of Training (hereinafter called "the Department") in sum of Rs.-----/- for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated _____ for providing Catering Services (hereinafter called "the Bid"). WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs.2,22,500/- as Bid Security against the Bidder's offer as aforesaid. AND WHEREAS _____ (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

We further agree as follows:-

1. That the Department may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.

2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.

3. That this guarantee commences from the date hereof and shall remain in force till:-

(a) The Bidder, in case the bid is accepted by the Department, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based in India.

(b) Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.

4. That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.

THE CONDITIONS of this obligation are:

(i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or

(ii) If the Bidder refuses to accept the corrections of errors in his bid; or

(iii) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within 15 days from the receipt of letter of offer.

(iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.

(v) If the contract is terminated for the reason that the agency is blacklisted in Government of NCT of Delhi or in any other State Governments/Union Government.

We undertake to pay to the Department upto the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed (i), (ii), (iii)(a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions. Signature of Witness Signature of Authorized Official of the Bank

Signature of Witness

Name of Official _____
 Designation _____
 ID No. _____
 (Stamp/Seal of Bank)

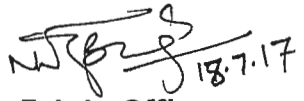
 Name of Witness
 Address of Witness

F.4(16)/2002/UTCS/CT/PF/ 10738

Dated: 18.07.2017

Sealed tenders through e-tendering are invited under Two-Bid system for an yearly **estimated cost of Rs. 23,00,000/- (Rupees Twenty Three Lakh Only)** from proprietorship firm/partnership firm/joint venture/consortium company with capacity to provide sanitation and housekeeping services with the suitable and uniformed trained manpower **(which should be in nine numbers as per SIU Norms circulated by A.R. Department, Govt. of Delhi vide office order dated 16/01/2009)** in the Directorate of Training (UTCS) for a period of **two years** on contract basis.

Last date for submission/receipt of tender(s) is **16.08.2017 at 14.00 Hrs.** and will be opened by the Tender Committee in the presence of bidder or its/their authorized representatives who wish to remain present on the same day at **15:00 Hrs.** in the Office of Estate Officer, UTCS, Government of NCT of Delhi. In case of any holiday on the day of opening, the tenders will be opened on the next working day at the same time, as scheduled above. **Only the bids uploaded through e-procurement portal of Delhi Govt. NCT of Delhi at <http://govtprocurement.delhi.gov.in> will be considered for their evaluation.**


18.7.17

Designation of the Authorized Officer:- Estate Officer
Name and Address of the Department:- Narinder Singh
Directorate of Training (U.T.C.S.), Institutional Area, Vishwa
Nagar, Shahdara, Delhi-32
Telephone No. 22303949.

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NIT FOR OUTSOURCING OF SANITATION AND HOUSEKEEPING SERVICES

INSTRUCTIONS TO BIDDERS

1. GENERAL:-

1.1 The present tender is being invited for Sanitation and Housekeeping Services upon finalization of which the contractor shall provide uniformed trained personnel **(nine personnel as per SIU norms issued by Administrative Reforms Department, Govt. of NCT of Delhi vide office order dated 16/01/2009)** and shall also provide sanitation and housekeeping of the building, equipments, materials, as specified in the SCOPE OF WORK, in Directorate of Training (UTCS), Government of NCT of Delhi.

2. ELIGIBLE BIDDERS:-

2.1 All proprietorship/partnership/joint venture/consortium firm/companies, who are providing similar kind of services for at least last three consecutive years i.e. from 01.04.2013 to 31.03.2016 and having average annual turnover of **Rs. 6,90,000/- (Rupees Six Lakh Ninety Thousand only)** during the last three financial years in the books of account.

2.2. The bidder should have the experience of completion of similar works during last **five years** (i.e. 01/04/2011 to 31/03/2016) in any of the Departments/Autonomous Institutions /Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or Public Sector Banks or Local Bodies/Municipalities as follows:-

- (a) Three similar successfully and satisfactorily completed works costing not less than **Rs. 9.20 Lakhs** (40% of the estimated cost); or
- (b) Two similar completed works costing not less than **Rs.11.50 Lakhs** (50% of the estimated cost); or
- (c) One similar completed work costing not less than **Rs.18.40 Lakhs** (80% of the estimated cost).

3. QUALIFICATION OF THE BIDDERS:-

3.1 The Bidder, to qualify for award of contract, shall submit a power of attorney authorizing the signatories of the bid to commit each member of the Partnership/Consortium/Joint venture.

3.2. (a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;

(c) Bidder shall furnish the complete details as mentioned in Annexure-I along with supporting documents i.e. authorization along with Board of Directors resolution letter/ power of attorney.

3.3. Bidder or members of a partnership, joint venture or consortium shall submit a **copy of PAN card under Income Tax Act and also copy of TIN under DVAT Act, of the owner/same firm/consortium/joint venture as the case may be. As PAN & TIN are mandatory requirement for depositing TDS to the Govt. account in the name of contractor.**

3.4. Bidder must upload scanned and duly self attested copies of all documents required along with technical bid of the tender.

3.5. Each Bidder (owner in case of proprietorship/ authorized person in the case of partnership firm/joint venture/consortium) or any partner, along with the bid in Annexure-VIII, is required to confirm and declare that no agent/middleman/any intermediary person has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid. If the Directorate of Training (UTCS) subsequently finds to the contrary, the Directorate of Training reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

3.6. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

4. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself or through authorized person in case of partnership firm/joint venture/consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

and the Directorate of Training will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process. 211c

5.2 Applicable Taxes are not included in the Estimated Cost of the Tender. Since these may vary from time to time.

6. VISIT TO DEPARTMENT/PRE-BID CONFERENCE:-

The bidder(s) are advised to visit and acquaint himself/ themselves with the area & operational system and for any other query relating to the NIT, on the date and time of Pre-Bid Conference. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Directorate of Training and is aware of the operational conditions prior to the submission of the tender documents.

7. TENDER DOCUMENTS:-

7.1 Contents of Tender Documents.

The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Sanitation and Housekeeping Services. The Tender document comprises of:-

- (a) Notice of Invitation of Tender.
- (b) Price Bid.
- (c) Terms and Conditions.
- (d) Annexure-I: Details of Bidders/and Authorized person
- (e) Annexure-II: Check list for pre qualification bid for sanitation/housekeeping services.
- (f) Annexure-III: Undertaking on Rs. 100/- stamp paper.
- (g) Annexure-IV: Form of Bank Guarantee for Bid Security.
- (h) Annexure-V: Form of Bank Guarantee for Performance Security.
- (i) Annexure-VI: Form of agreement.
- (j) Annexure-VII: Declaration in the form of affidavit on Rs. 10 stamp papers regarding proprietorship concerned firm.
- (k) Annexure-VIII: Declaration regarding (Para 3.5 of NIT) no agent/middle man/intermediary has been or will be engaged to provide any services, on any other item or work related to the award and performance of this contract.
- (l) Annexure-IX: Declaration regarding not involved in any legal/court cases/ issues and not blacklisted by any department of Govt./Corpn./institution/PSU.
- (m) Annexure-X: Authority on letter head regarding authorized person, which should be supported by copies of the resolution duly signed by the Board of Directors in favour of Authorized signatory, if applicable.

7.2 The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender documents. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender documents in every respect will be at the bidder's risk and may result in rejection of his bid.

7.3 The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender documents and may result in rejection of his bid.

8. CLARIFICATION OF TENDER DOCUMENT:-

In case the bidder has any doubt about the meaning of anything contained in the Tender documents, he/she shall seek clarification from the Office of Estate Officer on the Date and Time of Pre-Bid Conference. All communications between the bidder and the Directorate of Training shall be carried out in writing. **It may also be kept in mind at the time of filling up the price bid (through e-procurement portal of Delhi Govt.) that the personnel engaged for the work shall be nine in number on full time basis and the bidder must include the minimum wage, contribution towards EPF, ESI, Bonus, Weekly off replacement charges etc. at the prescribed rates issued from time to time by the Govt. Minimum wages whenever revised by the Labour Department, Govt. of Delhi shall be paid by this Directorate on revised rates. Bidder shall also include the price for material & consumables of BIS Standard, cost of Uniform and Service/Administrative charges at the time of quoting price bid, being single responsibility tender. Further, bidder must submit valid Licence under Contract Labour Act, 1970 within 10 days of letter of offer to be provided by this Directorate in case contract is awarded to the successful bidder.**

9. PREPARATION OF BIDS:-

The bids and all accompanying document shall be in English or in Hindi. In

9.2 Documents Comprising the Bid.

9.2.1 Tender documents issued for the purposes of tendering as described in above Clause 7.1 are an e-bid/e-tender.

9.2.2 The bidder shall, on or before the date given in the Notice Inviting Tender, submit his bid **through e-tendering.**

9.2.3 **The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 1,07,000/- (Rupees One Lakh and Seven Thousand Only)** in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in acceptable form in favor of Director, Directorate of Training (UTCS) scanned and uploaded along with tender documents. The Bid Security shall remain valid for a period of forty-five days beyond the final bid validity period. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

9.2.4 Original copy of bid security/EMD shall be deposited with the Estate Officer, Directorate of Training, (UTCS) at the address given in the Tender document before the closing date and time of tender.

9.2.5 The Bidder (authorized person in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works, as stated in Clause 2.2(a) (b) and(c), completed in preceding five years (i.e. 01/04/2011 to 31/03/2016), which were similar in nature as in the present contract requiring supply of trained man power to provide Sanitation and housekeeping Services.

9.3 BID PRICES:-

9.3.1 Bidder shall quote the rates on the basis of rates per square meter in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in the Tender document. This includes all the statutory liabilities of the contractor such as cost of uniform to the personnel deployed by the contractor and all other existing and future i.e. during the period of contract statutory liabilities (like Minimum Wages, ESI, EPF contributions, Bonus, Weekly off replacement charges) applicable as on date, service/administrative charges subject to applicability of particular Acts, (document in support shall also be enclosed) cost of material & consumables of BIS Standard etc. Applicable taxes i.e. Service Tax, Cess & DVAT will be charged separately which should be clearly stated by the contractor while raising the bill. However, bidder shall follow the instructions given in clause 8 (Clarification of Tender Documents) of the NIT and shall quote the price bid in accordance with these instructions.

9.3.2 Conditional bids/offers will be summarily rejected.

9.3.3 Price bid to be quoted excluding applicable taxes i.e. Service Tax, Cess & DVAT.

9.3.4 Price bid should also exclude any expected revision of minimum wages in future by Labour Department, Govt. of Delhi on the number of person which are to be engaged as per SIU norms {as has been mentioned in clause 1 (General) of the NIT} and disclosed before issue of letter of offer.

9.3.5 Minimum wages whenever revised by the Labour Department, Govt. of Delhi shall be paid by this Directorate on revised rates.

9.4 TENDER DOCUMENT:-

All tender documents shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Tender document shall be signed by a duly authorized representative. Duly completed and self attested tender documents along with copies of relevant power of attorney/authorization letter, undertaking shall be scanned and uploaded.

9.5 Currencies of Bid and Payment:-

The bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees on monthly basis.

9.6 Duration of Contract:-

The contract shall be valid initially for **two** years and the Directorate of Training reserves the right to curtail or extend the contract period on the same terms and conditions for such period as may be agreed to on yearly basis, but not beyond further two years.

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(UTCS) physically and also upload a copy on e-procurement portal for an amount of **Rs. 1,07,000/- (Rupees One Lakh and Seven Thousand Only)** in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favor of Director, Directorate of Training (UTCS) along with the Tender documents. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period.

9.7.1 Bid security is to be obtained from the bidders except those who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry or Department (ref. Rule 157 of GFR 2005).

9.7.2 Any Tender not accompanied by Bid Security shall be rejected except mentioned as per above NIT clause 9.7.1.

9.7.3 Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract to successful bidder.

9.7.4 Bid security of the successful bidder shall be returned on receipt of Performance Security by the Department and after signing the agreement.

9.7.5 Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

9.7.6 Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within 15 (Fifteen) days from the date of letter of work award.

9.8 Format and Signing of Bid:-

Self attested documents (each page) should be scanned and uploaded on the e-portal of Govt. of N.C.T. of Delhi by the bidder on or before the date and time of closing of tender.

10. Submission of Bids:-

10.1 The bidder(s) who are desirous of participating in e-procurement shall submit their Technical bids, price bids etc, in the standard formats prescribed in the Tender Documents, displayed at <http://govtprocurement.delhi.gov.in>. The bidders should upload the scanned and self attested copies of all the relevant certificates, documents etc, in the <http://govtprocurement.delhi.gov.in> in support of their Technical bids. **The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.**

10.2 The Pre-qualification Bid / Technical Bid shall consist of the following documents:-

(a) Bid Security (Earnest Money Deposit) for an amount of **Rs. 1,07,000/- (Rupees One Lakh and Seven Thousand Only)** in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favor of Director, Directorate of Training (UTCS), is to be scanned and uploaded along with the technical bid documents and the Original Bid Security (EMD), DD/FDR/BG shall be deposited in the office of Estate Officer (Care Taking Branch) before closing of bid uploading time and date. If exempted from depositing Bid Security/EMD then certificate of exemption should also be scanned and uploaded on e-portal as per NIT clause 9.7.1.

(b) Self attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers. whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also as per **Annexure-I**

(c) Self attested copy of PAN card under Income Tax Act of Owner/ Partnership firm/Joint venture/consortium Company;

(d) Self attested copy of Service Tax Registration Number;

(e) Self attested copy of Valid Registration No. of the Agency/Firm as the case may be, self declaration on form of Affidavit Rs. 10/- by proprietor ;

(f) Self attested copy of valid Provident Fund Registration Number;

(g) Self attested copy of valid ESI Registration Number;

(h) Self attested copy of TIN under DVAT Act;

(i) Proof of Average Annual turnover as stated in Clause 2.1 supported by audited Balance Sheets for last three years i.e. 01/04/2013 to 31/03/2016;

(j) Proof of experience as stated in Clause 2.2.(a), (b) and (c) supported by documents from the concerned organizations;

(k) Undertaking regarding firm/agency is not blacklisted by any Department/Organization of the Government of NCT of Delhi or any PSU or any other organization.

(l) Undertaking regarding clause 3.5 of NIT as per Annexure-VIII.

(m) Duly filled and signed Annexure-II; III, VII, VIII, IX and X.

10.3 The bid shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.

10.4 All the documents mentioned in clause 10.2 of the NIT shall be uploaded with the technical bid, failure to submit any of the documents shall result in disqualification of the technical

11.1 Bids must be uploaded on the e-portal i.e. <http://govtprocurement.delhi.gov.in> not later than the date and time stipulated in the NIT. The Directorate of Training may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the Directorate of Training and the Bidder will be the same.

11.2 Any Bid security/EMD received by the Department after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned to the bidder. Scanned copy of Bid security/ EMD shall also be uploaded on e-portal.

12 Bid Opening and Evaluation:-

12.1 The authorized representatives of the Directorate of Training will open the Pre-qualification/Technical Bids in the presence of the Bidders or their representatives who choose to attend at the appointed place and time.

12.2 The bid of any bidder who has not complied with one or more of the conditions will be summarily rejected.

12.3 **Conditional bids will also be summarily rejected.**

12.4 Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders who choose to be present.

12.5 **Bidder has to provide the breakup of price bid along with number of manpower to be engaged on full time basis (which should be in nine numbers as per SIU Norms circulated by A.R. Department, Govt. of Delhi vide office order dated 16/01/2009) to the technical evaluation committee as and when asked within two working days from the receipt of communication. The breakup of the price bid shall specifically contain statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R & A) Act, ESI, EPF, Bonus, weekly off replacement charges (if any) applicable as on date, cost of Uniform of personnel deployed by the contractor, Administrative/ Services Charges, Cost of material & consumables of BIS Standard etc. but exclusive of Service Tax, Cess and DVAT, subject to applicability of particular Acts (document in support shall also be enclosed). In case of failure to provide specific rates of each of the obligations as mentioned above, the bid shall be liable to be rejected summarily without providing further opportunity.**

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

13.1 The Directorate of Training (UTCS), Government of NCT of Delhi, is not bound to accept the lowest or any bid and may at any time terminate the tendering process.

13.2 The Directorate of Training (UTCS), Government of NCT of Delhi, may terminate the contract if it is found that the agency is black listed on previous occasions by the any of the Departments/Institutions/Local Bodies/ Municipalities/Public Sector Undertakings, etc.

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

14 Award of Contract:-

14.1 The Directorate of Training (UTCS), Government of NCT of Delhi, will award the contract to the successful bidder i.e. whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding tender documents.

14.2 The Directorate of Training (UTCS), Government of NCT of Delhi, will communicate to the successful bidder by Register Post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Offer") shall prescribe the amount which department will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

14.3 The successful bidder shall be required to submit valid licence under Contract Labour Act, 1970 to this Directorate within ten days of issue of offer letter.

14.4 The successful bidder will be required to execute a contract agreement in the form specified in Annexure-VI within a period of 15 days from the date of issue of Letter of Offer.

14.5 The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of 'Letter of Offer' for an amount of Rs.____ /-(Ten per cent of the total value of the contract) in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form (Annexure-V) in favor of Director, Directorate of Training (UTCS). The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations during the contract period. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly and submitted to the Directorate of Training.

14.6 Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

Designation of the Authorized Officer:

Estate Officer
Directorate of Training (UTCS)

SCOPE OF WORK OF THE CONTRACTOR

A. Details of Area to be cleaned

Sl. No	Details of identified areas	Frequ ency	Days	Area (in Sq. M)/ No. of items	Remarks, if any
1	Covered area of Admn. Block, Hostel Block, Training and Seminar Halls, Auditorium	1	1	3820.66	Including area of Auditorium 476 and garage 131.51 SM.
2	Veranda/Stair case	1	1	816	
3	Walls with tile work	1	15	600	
4	Open space like roads, court yards, garage, parking lots	1	1	3742	
5	Play ground (Badminton court)	1	7	169.54	
6	Window panes/Glass Door	1	15	1200	
7	Toilets/bathrooms/urinal pots	3	1	74 items	Frequency of 25 hostel toilets will be once in a day.
8	Wash basins/mirrors etc.	1	1	101 Items	
9	Other office & hostel articles like furniture, fixtures, doors, windows, telephones, computer systems, printers, photocopiers, paintings etc.	1	1	300 items	
10	Other seminar hall / class rooms/ Auditorium articles like furniture, fixtures, computer systems, paintings etc.	1	7	700 items	
11	Pest control/Rodent control/Mosquito control	1	30	4636	

NOTE: Hostel Block includes 25 suits with attached Toilet and Mess etc.

B. DUTIES AND RESPONSIBILITY OF SANITATION STAFF:

1. Cleaning of floor areas, vertical finishes (walls)/tile walls, roof and false ceilings, glass areas, doors and attached fixture, windows with attached fixtures and frames, Rolling shutters, railings, mirrors aluminum grills, pillars, curtains, slabs, cabinets, almirah with attached fixtures, etc. All the covered area including all rooms, corridors, stair-case, associated bathrooms and toilets of Office on all floors and open area including roads, paved areas and terrace including overhead water tanks, if any.
2. **All consumables and material (of BIS Standard) required for providing sanitation/housekeeping services shall be procured by the contractor, cost of this should be included in the price bid at the quoting rates.**
3. Washing and cleaning and maintenance of Indoor and Outdoor decorative plants, flower pots.
4. Cleaning and sanitation of bathrooms and toilets including supply of necessary items like liquid soap, naphthalene balls, room fresheners, etc. to maintain hygienic atmosphere. In r/o hostel toilets frequency of cleaning will be once a day.
5. Cleaning and maintenance of all the drains within the compound of the Directorate of Training.
6. Supply of suitable and adequate number of dustbins, cleaning of dustbins and removal/disposal of collected garbage to Corporation Dhalao.
7. Pest/rodent/mosquitoes/larva control is to be ensured in the entire campus of the Directorate of Training in all covered and open area at least once in a month or as when required by Directorate of Training/Estate Officer.
8. Cleaning of all equipments available in the rooms/offices/hostel/Computer Lab/Seminar Hall including telephone sets and accessories, computers and accessories, furniture, signage boards, notice boards, switch boards, Air-conditioners, window, doors, window panes etc. is to be carried out regularly by dusting or wet mopping or vacuum cleaning as the case may be.
9. Cleaning of all Electrical and electronic items fixed or portable in the hostel as well as Admn.Block.
10. Cleaning of drinking water coolers, water filters, Desert coolers, etc.
11. Cleaning of lifts from inside (all components).
12. Cleaning of fire-fighting equipments, CCTV and public address systems, etc.
13. Cleaning of all miscellaneous equipments as available or being provided from time to time.
14. The cleaning of carpets, etc. with modern gadgets shall be done once a week.
15. Cleaning and sweeping of Auditorium hall and its furniture will be carried out as and when required.
16. Sweeping/Cleaning and wet mopping of the main hall of canteen/kitchen/pantry area of reception and verandah on first floor of Admn. Block, shall be done twice a day.
17. **Any other provisions as advised by the Employer may be incorporated in the agreement. The same shall also be binding on the contractor.**

TERMS AND CONDITIONS OF CONTRACT

- 1 **The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.**
- 2 "NOTICE TO PROCEED" means the notice issued by the Directorate of Training to the contractor communicating the date on which the work/services under the contract are to be commenced.
- 3 If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Directorate of Training for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign.
- 4 Any act on the part of the tenderer to influence anybody in the Directorate of Training is liable for action deemed fit under statutory laws.
- 5 The execution of cleaning of housekeeping and sanitation work shall be performed by the contractor's employee and with the help of mechanized equipments, wherever required.
- 6 The cleaning/sanitation/housekeeping work shall be performed to the satisfaction of the Directorate. It shall involve dusting, dry and wet moping, sweeping, vacuum cleaning etc. in such a way that all premises of the Directorate of Training always look neat and clean.
- 7 The cleanliness will be periodically checked by the Director (Trg.)/HOD or any person authorized by him based on certain objective criteria to measure level of cleanliness and the contractor shall abide by those criteria. Some of these are as follows:
 - (a) Shine level, presence of dust, pan and gutka stains, spillage of water or other liquids, bird droppings etc. on floors, tiled walls, doors, windows or stairs, etc.;
 - (b) Dust or cobwebs etc. on roof, window grills etc.;
 - (c) Finger or palm marks, dust and gutkha stain on glass panes of windows or doors and mirrors;
 - (d) Dirt marks, dust, dryness and odour in Wash-basin, WC Seats, floors etc. in toilets/bathrooms.
- 8 The manpower engaged (**which should be in nine numbers as per SIU Norms circulated by A.R. Department, Govt. of Delhi vide office order dated 16/01/2009**) should be trained in management of waste also so that waste is disposed off to the nearest dhalao of the Municipal Corporation in a manner without affecting the environment as per pollution control directions.
- 9 All the consumables and disposables (of BIS Standard) required for cleaning and housekeeping are to be procured by the contractor. All consumables and disposables should be of BIS Standards and eco-friendly.
- 10 The antecedents of staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the Directorate of Training and Directorate of Training.
- 11 Every employee so engaged by the contractor shall wear uniform and a badge wearing his/her name, while on duty. The said uniform and badge shall be provided by the contractor at his own cost.
- 12 The staff engaged by the contractor (**which should be in nine numbers as per SIU Norms circulated by A.R. Department, Govt. of Delhi vide office order dated 16/01/2009**) shall be available all the time as per their duty roster and they shall not leave their place of duty without the prior permission of the authorized officer of the Directorate of Training. Adequate supervision will be provided to ensure correct performance of the said sanitation services in accordance with the prevailing assignment instructions agreed upon between the two parties.
- 13 The list of staff going to be deployed shall be made available to the Directorate of Training and if any change is required on part of the Directorate of Training fresh list of staff shall be made available by the contractor after each and every change.
- 14 The contractor shall be responsible to provide immediate replacement for any of the contractor's staff being on leave or absent. Additional staff as may be required for additional area for which prior information would be given shall also be provided.
- 15 The contractor shall deploy his personnel only after submitting details of each employee. The Directorate of Training shall be informed at least one week in advance of all changes, replacement of manpower along with details of new manpower.
- 16 Regarding the number of employees to be engaged (**which should be in nine numbers as per SIU Norms circulated by A.R. Department, Govt. of Delhi vide office order dated 16/01/2009**) which are shown in the breakup of price bid, should not be reduced or enhanced by the contractor at any stage during the period of contract.
- 17 It will be the sole responsibility of the contractor that the men engaged are trained and the Directorate of Training will not be liable for any mishap, directly or indirectly.
- 18 The contractor shall not deploy any minor for sanitation/ housekeeping services in the Directorate. Person deployed by the contractor should be physically fit and should not have any

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- contractor, who is not found to be competent and orderly in the discharge of his duty.
- 20 All liabilities arising out of damage/accident or death of any of contractor's employee while on duty shall be borne by the contractor.
- 21 The contractor shall indemnify and hold the Directorate of Training harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
- 22 The contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Directorate of Training and shall not knowingly lend to any person or company any of the effects of the Department under its control.
- 23 The contractor shall be responsible to maintain all property and equipment of the Directorate of Training entrusted to him/her. Any damage or loss caused by contractor's persons to the Directorate of Training in whatever shape would be recovered from the contractor.
- 24 During the course of contract, if any of contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Directorate of Training or about any misbehavior/misconduct of any kind shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
- 25 Contractor shall ensure that the sanitation staff deployed in the Directorate of Training does not accept any gratitude or reward in any shape from anybody in the Directorate's complex.
- 26 The persons employed have to be extremely courteous with pleasant mannerism in dealing with the Staff/visitors, especially with female staff/visitors and should project an image of utmost discipline. The Directorate of Training shall have the right to have any person changed/replaced by the contractor without assigning any reason. The contractor shall have to arrange the suitable replacement in such cases.
- 27 The contractor shall ensure that its personnel shall not at any time, without the consent of the Directorate of Training in writing divulge or make known any trust, accounts matter or transaction undertaken or handled by the Directorate of Training and shall not disclose to any information about the affairs of Directorate of Training. This clause does not apply to the information, which becomes public knowledge.
- 28 Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
- 29 The contractor shall ensure that the Sanitation/Housekeeping staff shall not take part in any staff union and association activities.
- 30 The Directorate of Training shall not be responsible for providing residential accommodation to any of the personnel of the contractor.
- 31 The Directorate of Training shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Directorate of Training does not recognize any employee employer relationship with any of the workers of the contractor.
- 32 (a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to **double the wages of number of sanitation staff absent on that particular day** shall be levied by the Directorate of Training and the same shall be deducted from the contractor's bills.
- (b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it **will be treated as absence and penalty as mentioned in point 32(a) shall be levied.**
- (c) In case any complaint about misconduct/misbehavior of contractor's personnel, a penalty of Rs.500/- for each such incident /lapse shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the system immediately.
- (d) In case the contractor fails to perform the work as stipulated in the agreement or his performance found to be unsatisfactory or he do not meet the statutory requirements of the contract, Director (Training)/HOD reserves the right to impose the penalty as detailed below:-
- (i) 20% of cost of order/agreement per week, upto four weeks.
- (ii) After four weeks delay the Directorate of Training may cancel the agreement and get this job to be carried out preferably from other agency from open market. The difference, if any, will be recovered from the pending payment/Performance security of the contractor and also shall be black listed for a period of four years from participating in such type of tender and his performance security deposit may also be forfeited, if so warranted.
33. If cleanliness is not observed/found up to the satisfaction of the Directorate of Training/Authorized Officer a penalty of Rs.500/- per default per day will be imposed on the contractor depending on the fault/lapse.
34. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the Directorate of Training. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, if any, should be shown. The Contractor has to give an undertaking (on the format) duly countersigned by the concerned official of the Directorate of Training, regarding

Training, UTCS whenever he is asked to do so.

- 35. The contractor will pay wages to the employees engaged for the work of providing sanitation and housekeeping services in the Directorate of Training by him through cheque/ECS every month.
- 36. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the Directorate of Training and the contractor/his representative/personnel authorized by him. Besides, the payment shall only be released on the production of challan along with an undertaking to the effect that DVAT due to the Govt. of Delhi has been deposited by the contractor through challan. No other claim on whatever account shall be entertained by the Directorate of Training.
- 37. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition) Act 1970, EPF, ESI, Bonus, etc. with regard to the personnel engaged by him for sanitation works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the Directorate of Training and to the Labour department. Directorate of Training will have full rights to see the relevant record and in case any discrepancy found that shall be made good by the contractor at its own cost.
- 38. **The contractor shall be liable and responsible to pay and provide all the benefits viz. Employee Provident Fund, ESI, Bonus, Gratuity, Leave, etc. to the staff engaged by him. As far as EPF is concerned, it shall be the duty of the Contractor to get EPF code number allotted by RPFC against which the EPF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective EPF authorities within seven days of close of every month. Particulars of the employees engaged for the sanitation works, is required to be submitted to the Directorate of Training. In any eventuality, if the contractor failed to remit employee/employer's contribution towards EPF subscription etc. within the stipulated time, the Directorate of Training is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement and will be deposited with RPFC on behalf of the contractor.**
- 39. Administrative/ Service charges of the agency shall be exclusive of Service Tax, Cess and DVAT. These charges should not be "NIL" as it will make the Bid unresponsive and the Bid will not be considered.
- 40. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities/Govt. of Delhi/PGC/PGMS and proof thereof is furnished to the satisfaction of the Labour and other Authorities, the Directorate of Training may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Authorities and any sums so paid shall be recovered by the Directorate of Training from the contractor immediately, from the contractor immediately by way of deducting that amount from his payment to be made to the contractor or from his performance security.
- 41. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Directorate of Training, such money shall be deemed to be payable by the contractor to the Directorate of Training within seven days. The Directorate of Training shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
- 42. If as a result of post payment audit, if any overpayment is detected in respect of any work done by the agency/contractor or alleged to have been done by the agency under the tender, it shall be recovered by the Directorate of Training from the contractor as per the recovery processor laid down in the Land Revenue Act of Govt. of Delhi.
- 43. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Directorate of Training.
- 44. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Directorate of Training fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
- 45. The Directorate of Training will deduct TDS on account of Income Tax & DVAT from the contractor at the applicable rates.

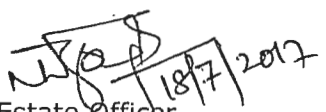
46. **Force Majeure:-**

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such

come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more, either party may at its option terminate the contract.

- 47. The contractor will not be held responsible for the damages/sabotage caused to the property of the Directorate of Training due to the riots/mobs attack/armed dacoit activities not attributable to employees or any other event of force majeure.
- 48. a. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Hon'ble L.G. of Government of NCT of Delhi.
 b. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- 49. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.
- 50. That in the event of any loss occasioned to the Directorate of Training, as a result of any lapse on the part of the contractor or his employees deployed in the Directorate of Training which will be established after an enquiry conducted by the Directorate of Training, the said loss can be claim from the contractor up to the value of the loss. The decision of the Head of the Directorate of Training will be final and binding on the contractor.
- 51. The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

Designation of the Authorized Officer:
Address of the Department:


 Estate Officer
 Directorate of Training (UTCS)
 Institutional Area, Vishwas Nagar,
 Shahdara, Delhi-32.

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PRICE BID

SNo	Particulars	Detail of Area	Total Amount per Month in Rs. (in Words and Figures)
1	Total Rates for total Area and total Items (as given in next column), which shall include wages and other Statutory obligations (under Minimum Wages Act, Contract Labour (R&A) Act 1970, ESI, EPF, Bonus, weekly-off replacement charges applicable as on date, Cost of uniform of personnel deployed by the contractor, etc) of the Nine (09) Workers to be deployed	a. Covered area of Admn. Block, Hostel Block, Training and Seminar Halls, Auditorium Area=3820.66 Sq Mtr b. Veranda/Stair case Area=816 Sq Mtr c. Walls with tile work Area=600 Sq Mtr d. Open space like roads, court yards, garage, parking lots Area=3742 Sq Mtr	
2	Total cost of Material (Floor Cleaner Concentrate-10 Ltr, Colins-5 Ltr, Dettol Liquid Hand Wash-10 Ltr, Harpic Toilet Cleaner-10 Ltr, Naphthalene Balls-5 Kg, Urinal Cube-30 Pkt, Odonil-50 gmX100, Baygon Spray-6 Ltr, Sif Liquid Detergent-10 Ltr, Room Freshner-10 Bottles and other misc items required from time to time) and Consumables (Commercial Wiper-10, Compound/ Road Brooms-10 Pc, Dry Mop Folding-10 Pc, Bucket-10 Pc of 10 Ltr, Floor Duster-5 Dz, Glass Duster-2 Dz, Dust Pan-20 Pc, Roof Duster-1 Dz, Soft Broom-20 Pc, Bamboo Brush- 1 Dz, Plastic Juna-5 Dz, Toilet Brush-15 Pc, White Duster Big-5 Dz and other misc items required from time to time)(of BIS Standard) for total Area and total Items	e. Play ground including Badminton court Area=169.54 Sq Mtr f. Window panes/Glass Door =1200 items g. Toilets/bathrooms/urinal pots =74 items h. Wash basins/mirrors etc. =101 items i. Other office & hostel articles like furniture, fixtures, doors, windows, telephones, computer systems, printers, photocopiers, paintings etc. =300 items j. Other articles like furniture, fixtures, computer systems, paintings etc. fixed in seminar hall / class rooms/ Auditorium =700 items k. Area for Pest control/Rodent control/Mosquito control =4636 Sq Mtr	
3	Administrative/ Service Charges (exclusive of Service Tax, Cess and DVAT)		
TOTAL			

Note:-Conditional bids/offers will be summarily rejected.

- Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act 1970, ESI, EPF, Bonus, weekly-off replacement charges applicable as on date and cost of uniform of personnel deployed by the contractor.
- Administrative/ Service charges of the agency shall be exclusive of Service Tax, Cess and DVAT. These charges should not be "NIL" as it will make the Bid unresponsive and the Bid will not be considered.
- Minimum wages whenever revised by the Labour Department, Govt. of Delhi shall be paid by this Directorate on revised rates.**
- Bidder has to provide the breakup of price bid along with number of manpower to be engaged (which should be in nine numbers as per SIU Norms circulated by A.R. Department, Govt. of Delhi vide office order dated 16/01/2009) to the technical evaluation committee as and when asked within two working days from the receipt of communication. The breakup of the price bid shall specifically contain statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R & A) Act, ESI, EPF, Bonus, weekly off replacement charges (if any) applicable as on date, cost of Uniform of personnel deployed by the contractor, Administrative/ Service Charges, Cost of material and consumable etc. (exclusive of Service Tax, Cess and DVAT), subject to applicability of particular Acts (document in support shall also be enclosed). In case of failure to provide specific rates of each of the obligations as mentioned above, at the time of giving Breakup of the Price Bid, the bid shall be liable to be rejected summarily as unresponsive.**
- Contractor shall provide uniformed and trained personnel (which should be in nine numbers as per SIU Norms circulated by A.R. Department, Govt. of Delhi vide office order dated 16/01/2009) and use its best endeavor to provide Sanitation and Housekeeping Services to the Department for providing neat and clean environment.
- The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.
- The contract is for two years and further extendable for two more years on year to year basis as mutually agreed by Directorate of Training and contractor on the same rates, terms & conditions.
- The area and number of articles shown above is indicative and the actual quantity may vary.
- The bidders may quote the rates with the cleaning materials of BIS Standard.

11/c

GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI
DIRECTORATE OF TRAINING: UNION TERRITORIES CIVIL SERVICES
 INSTITUTIONAL AREA, VISHWAS NAGAR, BEHIND KARKAR DOOMA COURTS, SHAHDARA, DELHI-110032
TENDER FORM FOR PROVIDING SANITATION SERVICES

1. Due date for tender _____
2. Opening time and date of tender _____

Affix duly Attested
P.P. Size recent
photograph of the of
the bidder/ authorised
signatory

3. Names, address of firm/Agency/
Contact numbers _____
4. Registration No. of the Firm/Agency under
relevant Act _____
(In case of proprietor concern not applicable)
5. Name, Designation, Address and
Telephone No. of Authorized person of Firm
/Agency to deal with _____
6. Please specify as to whether Bidder is
sole proprietor/ Partnership firm/ Company.
Name and Address Telephone No.
of Directors/partners should be specified. _____
7. PAN issued by Income Tax Deptt.
(Proprietor/ firm/Company/Joint Venture) _____
8. Copies of last three financial year ITR
(w.e.f. 01/04/2013 to 31/03/2016) _____
9. Employee's Provident Fund Account No. _____
10. ESI Number _____
11. TIN issued by Trade & Taxes Deptt.
Govt. of Delhi _____
12. Details of Bid Security deposited: _____
(a) Amount: Rs. _____
(Rupees in words also)
(b) FDR/DD/BG No. _____
(c) Date of issue: _____
(d) Name of issuing authority: _____
13. Any other information: _____

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

(Signature of the bidder/Authorized signatory)
Name and Address
(with seal)

GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI
DIRECTORATE OF TRAINING: UNION TERRITORIES CIVIL SERVICES
Institutional Area, Behind Karkardooma Courts, Shahdara Delhi 32

CHECK-LIST FOR PRE-QUALIFICATION BID FOR SANITATION/HOUSEKEEPING SERVICES

Sl. No.	Documents asked for	Page number at which document is placed
1.	Bid Security (EMD) of Rs.1,07,000/(Rupees One Lakh and Seven Thousand Only) in the form of FDR/DD/Bank Guarantee issued by any scheduled commercial bank in favour of Director, Directorate of Training, UTCS valid for 45 days beyond the Tender validity period.	
2.	Annexure-I (with complete details of Proprietor/ authorized signatory/partners/directors.)	
3.	Copy of Power of Attorney/ Authority in r/o authorized signatory, if applicable.	
4.	Annexure-III (Undertaking on Rs. 100/- stamp paper)	
5.	Annexure-VII (in case of proprietorship firm)	
6.	Self-attested copy of the PAN card issued by the Income Tax Department (in r/o Proprietor/partnership firm/ joint venture / consortium company).	
7.	Self attested copy of ITR for the financial year 2013-14 2014-15 2015-16	
8.	Self attested copies of Experience certificates during the last 5 years as per NIT clause 2.2 (a) 2.2 (b) 2.2 (c)	
9.	Self attested copy of Service Tax Registration No.	
10.	Self attested copy of valid Registration number of the firm/agency (declaration in r/o proprietorship firm)	
11.	Self attested copy of TIN under DVAT act.	
12.	Self attested copy of valid Provident Fund Registration number.	
13.	Self attested copy of valid ESI Registration No.	
14.	Self attested proof of Annual turnover of the firm/company of last 03 consecutive financial years duly supported audited balance sheet of the firm/ company i.e. 2013-14 2014-15 2015-16	
15.	Self attested copy of Annexure VIII and IX.	
16.	Self attested copy of Annexure X (if applicable)	

Declaration:- I/we hereby declare that the above information furnished by me/us are true and correct to the best of my/our knowledge and belief and have been cross checked and found correct.

Signature of the Bidder
(Name and Address of the Bidder)
Telephone No.

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

UNDERTAKING

To

Director
Directorate of Training
UTCS.

Providing Sanitation/House Keeping Services. Due date: _____

Sir,

I/We hereby agree to abide by all terms and conditions laid down in tender document.

This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.

I/We abide by the provisions of Minimum Wages Act, Contract Labor Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.

I/We shall provide trained and uniformed sanitation/housekeeping workers on full time basis.

I/We will file certificate in the Directorate of Training by 10th of each month stating that I/We had paid all the dues/salaries to the employees engaged by me for providing sanitation and housekeeping services in the Directorate of Training as per the revised rate of minimum wages amended by Govt. from time to time and deposited applicable contribution in r/o these employees in the respective department of EPF & ESI.

I/We do hereby undertake that neat and clean environment of the Directorate of Training shall be ensured by our Agency, as well as any other point considered by our Agency. Our Sanitation/Housekeeping Service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of **Rs. 23,00,000/- (Rupees Twenty Three Lakh Only)**. The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.

(Signature of the Bidder)
Name and Address of the Bidder.
Telephone No.

8/c

FORM OF BANK GUARANTEE FOR BID SECURITY/EMD

(Refer Clause 9.2.3 of the NIT)

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

KNOW ALL MEN by these present that we _____(Name and address of Bank), having our registered office at _____(hereinafter called "the Bank") are bound unto Directorate of Training (hereinafter called "the Department") in sum of Rs.1,07,000/- for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated _____ for providing Sanitation/Housekeeping Services (hereinafter called "the Bid"). WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs.1,07,000/- as Bid Security against the Bidder's offer as aforesaid. AND WHEREAS _____ (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

We further agree as follows:-

1. That the Department may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
 - (a) The Bidder, in case the bid is accepted by the Department, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based in India.
 - (b) Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.
4. That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.

THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or
- (ii) If the Bidder refuses to accept the corrections of errors in his bid; or
- (iii) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within 15 days from the receipt of letter of offer.
- (iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
- (v) If the contract is terminated for the reason that the agency is blacklisted in Government of NCT of Delhi or in any other State Governments/Union Government.

We undertake to pay to the Department upto the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed (i), (ii), (iii)(a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions. Signature of Witness Signature of Authorized Official of the Bank

Signature of Witness

Name of Witness
Address of Witness

Name of Official _____
Designation _____
ID No. _____
(Stamp/Seal of Bank)

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(Refer Clause 14.5 of the NIT)

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

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the "Bank") of the one part and Directorate of Training (hereinafter called the "Department") of the other part.

2. WHEREAS Directorate of Training has awarded the contract for sanitation/housekeeping services contract for Rs. _____ (Rupees in figures and words) (hereinafter called the "contract") to M/s _____ (Name of the contractor) (hereinafter called the "contractor").

3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Department a Performance Security for a total amount of Rs. _____ (Amount in figures and words).

4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. _____ (Amount in figures and words) as stated above.

5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. THIS GUARANTEE is valid for a period of 26 months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).

7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.

9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions "the Department", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

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

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name _____

Designation _____

I.D. No. _____

Stamp/Seal of the Bank.

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

Witness-1.

Signature _____

Name _____

Address _____

Witness-2

Signature _____

Name _____

Address _____

GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI
DIRECTORATE OF TRAINING: UNION TERRITORIES CIVIL SERVICES
Institutional Area, Behind Karkardooma Courts, Shahdara Delhi 32

FORM OF AGREEMENT

THIS AGREEMENT is made on the ___ day _____ (Month)____(Year)
 Between the President of India through the Directorate of Training, UTCS, hereinafter called "the Department", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor in office and assigns of the one part AND _____(Name and address of the contractor) through Shri _____, the authorized representative (hereinafter called "the contractor") (which expression shall, unless excluded by or repugnant to the context, be deemed to include its/their heirs, successors, executors, administrators, representatives and assigns) of the other part. Under which the contractor shall provide uniformed and trained personnel and will use its best endeavors to provide Sanitation/Housekeeping Services to the Directorate of Training, UTCS for providing a neat and clean environment to the Department.

NOW THIS AGREEMENT WITNESSETH as follows:-

In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.

The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:

- a. Letter of acceptance of award of contract;
- b. Terms and Conditions;
- c. Notice inviting Tender;
- d. Details of area and price bid;
- e. Scope of work, duties and responsibilities ;
- f. Addendums, if any;
- g. Annexure I to X and undertaking, declaration submitted.

In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and the Sanitation/Housekeeping services w.e.f __as per the provisions of this Agreement and the tender documents.

The Department hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per the provisions of this Agreement and the tender documents, the contract price of Rs. _____Rupees in words).

Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor
 Signature of the authorized official

Name of the official
 Stamp/Seal of the Contractor

By the said

_____Name
 on behalf of the Contractor in
 presence of:

Witness _____

Name _____

Address _____

Contact No. _____

For and on behalf of the President of
 India

Signature of the authorized Officer

Name of the Officer

Stamp/Seal of the Employer

By the said

_____Name
 on behalf of the Employer in the
 the presence of:

Witness _____

Name _____

Address _____

Contact No. _____

Declaration of Proprietorship firm

On Rs. 10/- Stamp paper

_____ R/o _____ (name and Address of the proprietor of the firm) do hereby certify and declare that M/s _____ (name & address of the firm) is a proprietorship concern firm and i am the sole owner/proprietor of the firm. Any of my relative or known person is not having any interest in this firm. I am solely responsible for all liabilities accrued in the tender submitted for providing services of sanitation and housekeeping to the Directorate of Training, UTCS, Govt. Of NCT of Delhi.

(Signature of the Proprietor)

Name and Address of the Proprietor

Telephone No.

ANNEXURE-VIII

Declaration vide NIT para 3.5

On Rs. 10/- Stamp paper

I/we _____ R/o _____ (name and Address of the proprietor/authorized signatory of the firm) do hereby confirm and declare as under :-

1. That no agent, middle man or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract.
2. That no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount.

(Signature of the Proprietor/Authorized Signatory)

Name and Address of the Proprietor

Telephone No.

ANNEXURE-IX

4/c

AFFIDAVIT

On Rs. 10/- Stamp paper

I/we _____ R/o _____
(name and Address of the proprietor/authorized signatory of the firm) do hereby confirm and declare as under:-

- a. That neither I nor my /our firm/company is involved in any court/ legal matter with any Govt. Department/ Corporation/Institution/Public Sector Undertaking regarding providing sanitation/housekeeping services.
- b. Neither I nor my /our firm/company is blacklisted on any previous occasion by any of the Govt. Department/Corporation/Institution/Public Sector Undertaking regarding providing sanitation/housekeeping services.

(Signature of the Proprietor/Authorized Signatory)

Name and Address of the Proprietor

Telephone No.

Annexure- X

Authority on letter head of Firm/ Company

It is certified that Mr./ Mrs. _____ r/o _____

Is authorized to submit / sign all the documents and deals with the Directorate of Training in respect of The Tender for Sanitation and housekeeping floated on _____.

Signature of Proprietor/ Partner/

Director of company

Stamp

Note:- In case of Company/ joint venture / consortium, this should be supported by the resolution of board of Directors.

3/c

GOVERNMENT OF THE NATIONAL CAPITAL TERRITORY OF DELHI
DIRECTORATE OF TRAINING: (UNION TERRITORIES CIVIL SERVICES)
INSTITUTIONAL AREA, VISHWAS NAGAR, BEHIND KARKAR DOOMA COURTS, SHAHDARA: DELHI-110032
Telephone No.22303949,22304439, Fax No.22308556, email-dutcs@nic.in

F.4 (16)/2002/UTCS/CT/PF/10737

Dated: 18-07-17

To,
The Director,
Directorate of Information & Publicity,
Govt. of NCT of Delhi,
Block No. 9, Old Secretariat,
Delhi-110054.

**SUB: PUBLICATION OF ADVERTISEMENT FOR OUTSOURCING OF
SANITATION/HOUSEKEEPING SERVICES.**

Sir,

I am directed to forward 02 copies of the draft advertisement (Hindi, English, Punjabi & Urdu) for publication. It is requested that the said advertisement may be got published in **04 leading daily newspapers one Hindi (Hindustan Hindi), one English (Times of India), one Punjabi (Jan Ekta P/D) and one Urdu (Hamari Duniya)** on 25/07/2017. Bills thereof may please be submitted.

Yours faithfully,

Encl:- Advertisement (English & Hindi)


(NARINDER SINGH)
ESTATE OFFICER
18.7.17

3/11/17
18/7/17
110054

Tender is invited from agencies for engaging of Sanitation/Housekeeping services mentioned as under. The tender have been released through e-procurement solution.

Name of work	Estimated cost (in Rs.)	Last date & time for bid submission
Providing Sanitation/ Housekeeping Services Tender I.D. 2017_UTCS_133240_1	23,00,000/-	16/08/2017 upto 02:00 P.M.

Further details can be seen at <http://govtprocurement.delhi.gov.in>.


ESTATE OFFICER

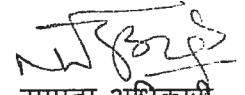
निविदा आमंत्रण सूचना

कम संख्या 1 में अंकित निम्नलिखित सेवाएं प्रदान करने के लिए एजेंसियों से निविदाएं आमंत्रित की जाती हैं । निविदाएं ई प्रमाण हल द्वारा जारी की गई है ।

कम संख्या:	कार्य का नाम	अनुमानित लागत रु. में	बोली प्रस्तुत करने की अंतिम तिथि/समय
1.	स्वच्छता सेवाओं की आउटसोर्सिंग निविदा आई.डी. 2017_यूटीसीएस_133240_1	23,00,000	16.08.2017, अपरान्ह 02.00 बजे तक

अन्य विवरण का अवलोकन <http://govtprocurement.delhi.gov.in> में किया जा सकता है

।


सम्पदा अधिकारी