



MANOHAR PARRIKAR INSTITUTE FOR
DEFENCE STUDIES AND ANALYSES

मनोहर पर्रिकर रक्षा अध्ययन एवं विश्लेषण संस्थान

No 1 Development Enclave, Rao Tula Ram Marg,
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**E-TENDER NOTICE FOR “PROVIDING CATERING SERVICES FOR THE
CONFERENCES/EVENTS AND OFFICE EMPLOYEES/SCHOLARS/VISITORS”.
(IN TWO BID SYSTEM)**

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Col. Rajeev Agrawal(Retd)
Assistant Director



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F.No. 523-A/34/16/2021-CANTEEN

Date: Nov 22

**E-TENDER NOTICE ON GeM FOR “PROVIDING CATERING SERVICES FOR THE
CONFERENCES/EVENTS AND OFFICE EMPLOYEES/SCHOLARS/VISITORS”.
(IN TWO BID SYSTEM)**

Prescribed format (as enclosed at Annexure I - VIII) are invited under two bid system for **Providing Catering Services For The Conferences/Events And Office Employees/Scholars/Visitors**, for a period of three years from reputed service providers. MP-IDSA premises located at No. 1 Development Enclave, Rao Tula Ram Marg, Delhi Cantt, New Delhi -110 010. **The bids shall remain valid up to 90 days from the last date of submission of bids.**

Detailed Tender Documents are available on line from the date of tender publication at www.idsa.in and <https://eprocure.gov.in/epublish>. The interested bidders are advised to register themselves on GeM to participate in the e-Tender. The bidders should download and then upload duly signed tender form and their bids along with scanned copies of all the relevant certificates, documents etc. in support of their technical bids on the GeM, latest by **05th Dec. 2022 upto 1500 hrs**. Hard copies of the relevant documents also to be submitted along with (1) Demand Draft for Rs. **20,000/- (Rupees Fifty Thousand Only)** in favour of “MP-IDSA” payable at New Delhi as Earnest Money Deposit (2) **Annexure I to VII & Annexure VIII in separate envelope** which shall be submitted in sealed addressed to the **Assistant Director, Institute for Defence Studies and Analyses**, may be sent at the Institute’s address mentioned above by Speed Post / By hand delivery at Tender Box kept at the reception office, should reach on or before **1500 Hrs, 05th Dec. 2022** duly mentioning on top right hand corner of the sealed envelope for “**Providing Catering Services For The Conferences/Events And Office Employees/Scholars/Visitors**”.

All the tenders are to be submitted on the prescribed forms, as enclosed **Annexure I - VIII**, duly signed, stamped and dated on each page as their unconditional and explicit concurrence to the terms and conditions laid down by the Institute.

The financial bids shall only be opened for technically qualified firms in presence of the bidders or their authorized representative, (not more than one person), may be present at the time of opening of the bids, if they desire.

MP-IDSA reserves the right to accept or reject any or all quotations including the lowest bidder without assigning any reason at its sole discretion and the decision of the MP-IDSA will be final and binding to all concerned.

Critical Dates of Tender:

(i) Publish Date & Time	14/11/2022, 10:00 hrs
(ii) Document Download Start Date & Time	14/11/2022, 10:30 hrs
(iii) Bid Submission Start Date & Time	14/11/2022, 11:00 hrs
(iv) Pre-Bid meeting	28/11/2022, 15:00 hrs
(v) Bid Submission End Date & Time	05/12/2022, 15:00 hrs
(vi) Offline submission of EMD and other supporting documents	05/12/2022, 15:00 hrs
(vii) Bid Opening Date & Time	05/12/2022 15:30 hrs
(viii) Cost of the tender	Free of Cost

Note :

1. Contractor shall inspect the Campus & assess its requirement before bidding the tender. Bidders are also advised to go through e-tendering process which is attached at **Page 3**.
2. Bidders may note that financial bid shall only be accepted through online mode. Kindly ensure that bid format should remain vacant, while submitting hardcopies of signed documents, otherwise financial bid shall be considered as "invalid".
3. **EXTENSION OF LAST DATE AT THE DISCRETION OF THE MP-IDSA: -**

The extension of last date for online submission of bid is in discretion of the competent authority of MP-IDSA and any such extension will be binding on all the Bidders. **Corrigendum / addendum / modification to this tender, if any, will be notified through GeM portal, www.idsa.in and <https://eprocure.gov.in/epublish> only.**



Col. Rajeev Agrawal (Retd)
Assistant Director

PROVIDING CATERING SERVICES FOR THE CONFERENCES/EVENTS AND OFFICE EMPLOYEES/SCHOLARS/VISITORS

TERMS AND CONDITIONS

Introduction.

MP-Institute for Defence Studies and Analyses (IDSA) is a premier strategic and security studies think-tank in India. IDSA is situated at No.1 Development Enclave Rao Tula Ram Marg Delhi Cantt., New Delhi -110010 and 1 Km far from RR Hospital, New Delhi. MP-IDSA has decided to entrust the work of **Running Catering Services For The Conferences/Events And Office Employees/Scholars/Visitors** to reputed and well experienced agencies on contract basis. The agencies that fulfill the requirements as specified in the terms & conditions of this document shall be eligible to apply.

The agency's representative(s) may visit the office of the Institute/Estate cell for inspection of site and appraisal of work involved, between 1000 H to 1600 H on any working day after publication.

The nature, scope, terms and conditions of work are given in the tender document. You are required to submit your bid in the given format and upload on or before **05th Dec. 2022, 1500 hrs on GeM.**

1. The rates quoted should include the cost of material, manpower, garbage disposal & catering charges excluding GST, The rates quoted for the work will be firm for the period of contract. MP-IDSA will not be responsible for any changes of rules, octroi, increase in cost of material, during the period of contract.
2. All payments to the staff employed by the Service provider for undertaking the catering contract in the Institute have to be paid in the 1st week of every month and as per the prevailing minimum wages stipulated from time to time, and covering benefits such as ESI, EPF, etc. The firm/contractor shall be solely and fully responsible for any delays/lapses/ violations/non-compliance.
3. All applicable acts and the rules related to the labour law as amended from time to time shall be strictly followed by the service provider. **The Institute shall not be a party to any dispute.** The Service provider is fully responsible for the minimum wages, ESI, contribution to provident fund including paid leaves etc as applicable under the statutory act are being paid to the staff, as required under the contract labour regulation and minimum wages act as notified by the Government from time to time.
4. The Service provider shall be deemed responsible for all legal and contractual purposes, as the employer of the staff employed for carrying out the contract and such persons will not have any claim for employment in the Institute now or at a future date.

5. The Contractor should keep the staff canteen complex clean. If, at any point the Canteen & its premises are found to be unclean, the contractor shall be held responsible and action deemed fit shall be taken by the competent authority. The contractor should maintain a daily cleaning schedule which shall be to be presented to the authorities on demand.
6. The quality of the raw materials to be used for preparation of food in the staff canteen should be of highest standard and fresh. AGMARK spices and condiments, Grade -1 dal's and commodities and fresh vegetables, non-veg & fruits to be used. Rice should be fine, good quality, free from contaminates and should be of Agmark variety. The contractor shall ensure that no stock of raw material /consumables beyond expiry date are stored, used, or sold in the canteen premises. Wheat flour/ Atta of Aashirvaad/ Annapurna / Pillsbury or similar brand only to be used.
7. The Service provider shall ensure that separate utensils / vessels are used for preparing vegetarian and non-vegetarian items. **The fuel to be used for cooking will only be Commercial LPG and shall be arranged by the contractor.**
8. The Service provider is also responsible to arrange and maintain separate sets of necessary cutlery & Bone china (white) crockery for events for maximum 200 persons at his own cost as follows:-
- (a) Full size dinner plates
 - (b) Quarter plates
 - (c) Cups & saucers for tea & coffee
 - (d) Drinking water glasses
 - (e) Spoons & forks
 - (f) Serving dishes
 - (g) Any other items as required by Institute during events.
9. **VIP Guest:** In addition to the above crockery and cutlery, the vendor will keep a set of 28 for use at Institute events, as per the direction of the Institute. These sets will be approved by the Institute and kept separately for the use at such events only.
10. **Furniture in Cafeteria:** The vendor will equip the cafeteria with good quality and robust furniture (Round/Square tables and chairs) for a minimum of 40 people. The same will be as per approval of MP-IDSA authorities.
11. The **Pest & Rodent control** & Hygiene of canteen area is 'Zero Tolerance Zone' and therefore, the Service provider is entirely responsible for proper pest, rodent control in the whole canteen area and undertake all the measures necessary (incl. use of good quality disinfectants, floor and other cleaners, rat traps, pesticides, Pesto-O-Flash).
12. The Service provider shall ensure that all flammables, disinfectants, cleaning agents, pesticides are stored in a separate demarcated area under lock & key at all the times with restricted access.

13. The Service provider shall bear all the expenses for running the canteen and the MP-IDSA shall not in any manner be liable for any damage caused on incidents like theft, burn, fire, electric shock or bear any compensation for damage or injury caused to the workmen during discharging of their duties.

14. The Service provider must possess the requisite **valid Trade and Food License** issued by the competent authority for carrying out the business and shall be responsible for complying all laws pertaining to the services in question as well as those pertaining to employment of persons under him.

14. The Institute Campus is a "**NO SMOKING ZONE**", hence sale and use of tobacco is prohibited. Fire extinguisher must be kept in the cooking area.

15. The contract either **in full or in part shall not be sublet** or assigned to any other service provider under any circumstances. If any such thing is found by MP-IDSA, administrative action, as deemed fit, will be initiated against the caterer.

16. The Contractor will vacate the canteen and hand over the possession of the premises on the expiry of the term of the contract or on termination of the contract. If the Contractor fails to vacate the canteen premises by stipulated date, then damage charges for the overstay at the rate of Rs. 10000/- (Rupees ten thousand) per day will be recovered from the Contractor out of the Security Deposit. If Security deposit is insufficient to recover damage charges then the same will be recovered through the Courts of law.

17. No plastic bags or plastic layers on plates are to be used in the canteen.

18. The contractor will ensure availability of one cook & one helper within the canteen area at all time (including Sunday/holiday).

19 **All electricity charges for running of the cafeteria including air conditioners, lights, appliances, fridges, etc shall be borne by the contractor on actual consumption as per the sub-meter provided for the purpose.** Cafeteria, office cum Reception desk Area & surroundings – Approx 400 Sqm will be provided by Institute free of cost. For the Kitchen area a nominal maintenance charge of **Rs.1000/- (One Thousand only/-)** shall be charged per month along with electricity charge.

20. The Contractor shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

21. Sale or consumption of alcoholic drinks/beverages, cigarettes/bidis, tobacco products and supari sachets/packet is completely prohibited.

22. The firm may also supply those food/eatable items which are not under the contract in case of demand from employees. The cost of such food/items should not be more than MRP rates.

23. The approved price of the eatables should be prominently displayed at the

Counter/Notice Board in Canteen.

24. Cleaning of kitchen area including cafeteria and banquet hall shall be done by the service provider. The garbage of the canteen shall also be disposed of by the service provider on daily basis. The firm shall ensure cleanliness of the canteen area all the time.

25. **Timings:** The Cafeteria shall operate from 9 AM to 6 PM on working days and from 10 AM to 6 PM on holidays/Saturday/Sunday. In case Institutional guests are staying at The Scholar's Transit Accommodation, the canteen will be notified in advance to make arrangement for dinner and other meals. Food served in the Canteen should be high quality. Breakfast & Snacks should be served between 9 AM to 11 AM, Lunch should be made available between 12:30 PM to 02:30 PM & Tea/Coffee/Snacks to be made available throughout the day.

26. Food items which are usually demanded / consumed as snacks (such as Samosa, Patties, Sandwich, Pakoda, Breadroll, Dhokla, Poha etc.) should be made available in the canteen throughout the day. Any special demand or requirement for meeting/conference in office should also be met on prior placement of demand.

27. The firm would be required to use only ISI/Agmark/Food grade products and as per FSSAI norms. The firm shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.

28. **Menu:** A standard menu will be prepared and displayed prominently on notice board of the canteen. It shall include the following:-

- (a) Name of snacks(at least two per day)
- (b) Menu for the Day (for Lunch)
- (c) Canteen Special
- (d) Breakfast on Holiday/Saturday/Sunday
- (e) Lunch on Holiday/Saturday/Sunday

29. The service provider will bring its own tools, utensils, cookers, crockery, hot boxes, trolleys, equipment, jugs, plates etc. in sufficient quantity as needed to maintain the canteen services. 'Single Use Plastic 'items would not be allowed to use in the Canteen.

30. The service provider shall process Official bills of the Institute for the items supplied to officer/in meetings on monthly basis and submit the bills by second week of succeeding month in prescribed format and will also ensure timely payment of bills to the authorities concerned.

31. **Pre-Bid Meeting:** Pre-bid meeting shall be conducted at the MP-IDSA at the time specified in this tender document (28th Nov 2022 at 1500 hrs). All the queries related to this tender must reach to Office at least one day before the date of pre- bid meeting. All the queries shall be replied in the pre bid in case any change is required in

the tender document the same shall be effected in the form of corrigendum to this tender. Bidders are requested to submit their offer strictly in line with this tender document. **NO DEVIATION IS ACCEPTABLE**, after pre bid meeting.

32. ELIGIBILITY. TERMS & CONDITIONS. EVALUATION OF BID

32.1 Eligibility Conditions: Following bidders/firms will be eligible to submit the bid:-

- (a) The bidder must be presently operating a cafeteria in at least one Central Government Ministries/ Departments/ PSUs/ Organizations/ Bhawans or establishment of Centre or State govt. located in Delhi.
- (b) The average turnover from the business of operating a cafeteria should not be less than Rupees 20 lakhs /annum during the last 3 years.
- (c) The bidder must have successfully operated at least one canteens/ cafeteria in different Central or State Government establishments Ministries/ Departments/ PSUs/ Companies in Delhi during the last three years.
- (d) Similar completed works each having not less than 100 persons on its dining strength per day in last three years. Similar nature of work means the running of the Canteen/mess of government departments/institutions/organizations/Reputed Companies/Guest Houses for officials.
- (e) **Legally Valid Entity**: The bidder shall necessarily be a legally valid entity in the form of Limited Company/Private Limited Company/Proprietorship etc. The bidder must be in existence for a minimum period of 5 years on 31.03.2022.
- (f) **License/Registration**: The bidder must be registered with the Income Tax, GST, Employees Provident Fund Organization, Employees State Insurance Corporation and Food license for Catering/Canteen services, issued by appropriate authority of Delhi/other state, i.e. License under FSSI Act, 2006.
- (g) Tender Evaluation Committee (TEC) will visit the current sites of the contractor for on-the-spot first hand information regarding the quality of food and services etc. Weight age may be given to the agency having its presence in multiple locations in Delhi, NCR.
- (h) In Proof of having fully adhered to minimum eligibility criteria at 1.1 (b), attested copies of following shall be accepted:
 - PAN
 - EPFO

- ESIC
- GST
- License under FSSI Act, 2006.

- (i) Attested copies of these documents to be uploaded with Technical Bid. All the licenses must be in the name of bidder.

Note:

- (i) TEC will visit the any existing site of only those bidders who will qualify in the above document part after opening of Technical bids. Date and time of TEC visit will be informed after evaluation of document part (preferably by email).
- (ii) TEC will mainly focus on Quality of food, Cleanliness of kitchen, Staff Hygiene, Raw materials of food, Number of persons availing canteen facilities and Staff Attire etc.

32.2 **Evaluation of Financial Bid:** Financial bid would be evaluated on the basis of price quoted by bidder in respect of all items mentioned in proforma for financial bid. Rates for all items should be mentioned by the firms. All rates are valid for the period of three years from date of award of contract. Rates will be revised on completion of contract period on request after due negotiation by the Committee members.

32.3 Following weightage shall be given for evaluation of Financial Bids as per Annexure VIII:-

- A. **Buffet rates (Indian Menu) during Events/ Conferences** - 15% (averaging of rates of all items)
- B. **Continental Menu**- 15% (averaging of rates of all items)
- C. **Chinese Menu**- 15 % (averaging of rates of all items)
- D. **Menu (Snacks) during Events/Conferences** -15 % (averaging of rates of all items)
- E. **Cafeteria (Canteen) Daily Menu:** 40%(averaging of rates of all items)

Rate= 15% of average rate of items in A + 15% of average rate of items in B + 15% of average rate of items in C+15% of average rate of items in D +40% of average rate of items in E

32.4 In case of a tie between L-1 Bidders is the two or more firms offer the same overall rates, successful bidders will be selected which quote lower rates in catering (E) above. In case of a tie still, successful bidder will be selected through draw of lot. All bidders has to abide by the standard procedure followed for this purpose.

32.5 Merely becoming the lowest bidder, prior to Financial Bid scrutiny, will not give any right to the lowest bidder to claim that he is successful in the bidding process. The basis of selection of successful bidder would be L-1 after due scrutiny of all the bids.

32.6 Bids shall be summarily rejected, if it is received other than online mode as mentioned in tender document.

32.7 The Competent Authority reserves the right to reject any or all the bids, amend/withdraw any terms and conditions in the Tender document or to cancel the Tender without assigning any reason and the decision of the competent authority in this regard shall be final and binding.

Additional Terms & Conditions for Catering Services

1. The Contractor will provide catering services for conferences & seminars as and when organized by the Institute and run a cafeteria in the Institutional building.
2. The Contractor shall completely furnish and equip the kitchen & dining areas including Scholar's Cafeteria / Banquet Hall /Dinning hall at Scholars Transit Accommodation.
3. Revenue generated by providing the catering services shall accrue solely to the Contractor as per the approved rates.
4. The Contractor shall deploy sufficient manpower such as Manager , cooks, stewards, housekeepers, etc for providing catering services at the cafeterias', cocktail lunch/dinner parties and banquet hall / dining areas.
5. **The Contractor shall be responsible for cleaning / sanitation** in the catering area including kitchen, banquet hall, Chanakya I & II, ladies / gents toilet, service lift, lobby, staff canteen etc. The Catering area should be hygienic, neat & clean at all times.
6. The contractor shall arrange disposal of collected garbage as generated from catering area on daily basis. The vehicle for disposal to the nearest scheduled site, as specified by the municipal corporation / MES, will be arranged by the contractor at his own cost. **MP-IDSA holds no responsibility in this regard.**
7. The contractor is required to deploy sufficient manpower for serving the food and for cleaning (removing the plates, used tumblers, cleaning the tables, used Crockery etc.) at all timings when the food is served. The basic cleaning should be taken care by the contractor only.
8. The contractor shall provide the sanitation items like soap / hand wash liquids for washing the hands & tissue papers where the food is served at his own cost. Replenishing of the items is the responsibility of the Caterer only.
9. The contractor shall provide proper and required number of **Cutlery/Crockery** items like Glasses, serving bowls, plates etc.of excellent quality, for serving the food at his own cost. Replenishing of the items due to breakage/damage is the responsibility of the contractor only.
10. The contractor should ensure that the **team wears the Company uniform** with shoes polished, wear the head caps and hand gloves. The male staff should present themselves with neatly shaved face.
11. **Deployment of persons for Events:** Contractor will ensure deployment of adequate staff (cooks, helpers) in the kitchen as per the scale of events. In addition, two waiters will be deployed per food buffet counter, which will cater for 20 guests. If the number of guest is above 20 and upto 40, one additional food buffet counter and one additional waiter will be deployed. For strength of guest beyond 40 and upto 60, one additional food counter and two waiters will be deployed. For events having guest

beyond 60, specific instruction will be given to the contractor with regards to number of food counter, waiters etc.

12. **Storage of food items:** Items like Jam, Pickles, Butter, Salt, and Sugar should be kept /stored properly in a neat and clean place near dining areas to avoid insects/mosquitoes. The items should be checked at regular intervals and should be replenished based on the requirement. The contractor shall provide **02 - deep freezer , 01-double door refrigerator and required appliances** in the kitchen at his own cost.

12.1 **Tea/Coffee vending Machine:** A tea/coffee vending machine of reputed brand will be installed by the contractor and kept functional during working hours.

12.2 **Glass counter and Glass Refrigerator:** The contractor will establish a glass counter (cooled) at the canteen to cater for bakery and fresh eatables. In addition, a glass refrigerator to keep drinks and non-alcoholic beverage will also be established.

13. Persons who prepare / serve food should maintain high degree of cleanliness and personal hygiene. They should be medically fit and suitable to cook and serve. A **regular three monthly medical examination** will be conducted for all canteen staff under arrangement of the contractor.

14. The contractor should be required to adjust/change the given timings of meals as when required depending upon the progress of the programme(s), on prior information by the Institute.

15. The contractor should inspect the quality of food items and services before the programme(s).

16. All vegetables, fruit etc.used should be freshly procured and shall be subject to inspection by MP-IDSA, representative. Any item not found up to the mark would be changed at the vendor's cost.

17. The pieces of Non –vegetarian items (Meals/Snacks)should be evenly cut and should of right size.

17.1 Institute will not liable or responsible for any pending bills & payments by the contractor to any outside firm/supplier on behalf of the contractor before and after the termination of the contract.

17.2 The contractor might be required to serve special meals and snacks on special occasions, which will be paid for at a mutually agreed rates.

17.3 Institute reserves full right on ordered quantity of food including utilization of balanced food after lunch & dinner. For any balance quantity from the ordered number remains then the contractor shall pack the food in separate

aluminium/packing boxes and hand over to authorized personal of the Institute. No payment will be made for that work.

17.4 Any damage to or loss of hired equipment will be borne by the contractor and no extra charge will be charged to Institute and invoiced after the events.

17.5 The contractor will have to provide catering to other Organizations who are organizing events in the Institute premises. The contractor will provide services at the same rates at which the contractor is providing catering services to the Institute.

17.6 Contractor shall not permit unauthorized personal in the canteen premises. He shall not use the premises/infrastructure for any other commercial activities.

18. The contractor shall place Fly Catcher inside the kitchen, dining area and staff should maintain it properly on daily basis.

19. The contractor shall maintain a suggestion/ complaint register, placed at the cash counter during office hours and bring to the competent authority to check & inspect on weekly basis.

20. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) along with their bids. While submitting the bid, the vendor shall deposit Earnest Money of Rs. 20,000/- by demand draft / PO favoring "MP-IDSA" payable at New Delhi. No other mode of remittance shall be accepted. EMD is to remain valid for a period of 90 days beyond the final bid is accepted. EMD 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. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered MSME, etc. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. The bidders found without EMD are liable for outright rejection.

21. **Performance Bank Guarantee (PBG):** The successful firm will be required to submit Performance Security in the form of Account Payee Demand Draft / Bankers Cheque, Fixed Deposit or Bank Guarantee from any of the Commercial Banks in favour of IDSA, New Delhi for a sum of Rs.50,000/- (Rupees Fifty thousand only) . Performance Security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations. EMD will be refunded to the successful bidder on receipt of performance Security.

21.1. Performance security shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the

successful tenderer and MP-IDSA under the terms & conditions of acceptance to the tender.

22. The tenderer should give details of their business soundness and provide list of customers of previous experience of similar type of work provided to Universities, Institutes or Government Departments/Undertakings/public/ private sectors with contact details. The details of the agency/profile should be furnished along with the copy each of all related documents.
23. The agencies should submit their rates as per the format of price bids enclosed. Rates should be quoted in Indian Rupee. The rate should be quoted both in words and figures. All the pages of the bid should be signed affixing the seal. All corrections and overwriting should be initialed.
24. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, MP-IDSA may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained. Clarification regarding tender document & work may be sought before submitting the quotations. No letters will be entertained after opening the bids / last date of submission of tender. Firms who communicate after opening of the bids, their bids will be rejected.
25. Amendment in tender document. At any time prior to the last date of receipt of bids, MP-IDSA may for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the Tender document by an amendment and inform the same as per NIT.
26. The Institute may at its own discretion extend the last date for the receipt of bids.
27. The bids shall be written in English language and any information printed in other language shall be accompanied by an English translation, in any case for the purpose of interpretation of the bid, the English translation shall govern.
28. MP-IDSA reserves the right of accepting any bid other than the lowest or even rejecting all the bids without assigning any reasons. The decision of MP-IDSA will be final in all the matters of tender.
29. **Deduction of Taxes.** All statutory deductions such as TDS, GST, etc. wherever applicable, but not limited to this list indicated, shall be deducted from the bills payable to the successful tenderer at the applicable rates from time to time.
30. The contractor shall be held responsible for proper conduct, behaviour and safety of workmen engaged by him. The workmen so engaged by him, shall be under his

employment and disciplinary jurisdiction. However, they shall be subject to the overall discipline of MP-IDSA.

31. **Police Verification.** Contractor will be responsible to ensure that the staff employed by him are security cleared by Police Station of the worker's residential area. Police verification is to be submitted for all employees at least 10 days prior to commencement of work or before any person is replaced. The Contractor will also ensure that no person employed by him had been/ is involved in anti-state activities.

32. **Accidents.** In case of any accident or mischief, the Operations Manager engaged by the contractor should immediately inform directly or over telephone about the incident to MP-IDSA Authorities. MP-IDSA should not be made to bear any expenses in this regard.

33. **Duration Of contract:** The contract shall be initially valid for **three year from the date of signing of contract** which will be subject to further extension of another two years at the discretion of the competent authority before expiry of the contract as mutually agreed terms and conditions maximum up to four years, subject to satisfactory performance, for that period or as may be agreed to. **The contract can be cancelled unilaterally by the Institute in case service is not rendered satisfactorily.**

33.1 **Termination of Contract:** The agreement / work order can be terminated by either party after giving Three month clear notice in writing, failing which the security deposit shall stand forfeited. During the period of such notice, the performance of work shall not hamper and both parties continue to abide by their respective obligations. On termination of the contract for any reason whatsoever, the selected vendor will remove their men and material immediately from the premises of MP-IDSA.

33.2 Notwithstanding the provisions of Clause-33.1, the work order shall be liable to be terminated forthwith by the Institute at its sole discretion in the event of contravention of terms and conditions as stipulated above. The terms "CONTRAVENTION" shall include acts of commission as well as omissions.

34. MP-IDSA shall not be responsible for delay or non-receipt of tender documents during transit by Post.

35. **Release of Information:** The contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the work under this contract.

36. **Accident or Injury/death to Workmen:** The Institute shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury/death to any workman or other person in the employment of the contractor or any

sub-contractor. The contractor shall indemnify and keep indemnified the Institute against all such damage and compensation whatsoever in relation thereto.

37. **Liability to Damage:** The contractor at his own cost shall rectify all the damages, losses, thefts, burn outs, mishandling of equipments etc which may be attributable to its fault / negligence in operations. The decision of Director General, MP-IDSA in this regard shall be final and binding.

38. **Submission of Application for Contract:**

i. If a proprietary firm makes the application, it shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.

ii. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full typewritten names and current address or alternatively by a partner holding power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all the partners of the firm shall also accompany the application.

iii. Overwriting should be avoided. Neatly crossing out and initiated with date and rewriting shall make correction, if any. All pages of the document shall be numbered and submitted as a package.

iv. The applicant is advised to attach any additional information, which he thinks is necessary to establish that the applicant is capable in all respects to successfully complete the envisaged work. He is however, advised not to attach superfluous information. No further information will be entertained after the tender document is submitted, unless the Institute calls for it.

39. **Penalty:** For convenience various penalties enforceable on breach of contract terms & conditions are summarized as under:-

(i) Not wearing of approved uniform by the personnel deployed while on duty Rs. 500/-per person/incident. The penalty amounts shall double at the end of every three such defaults.

(ii) Found chit-chatting, mobile chatting, smoking, chewing pan, unwarranted loitering in corridors etc. Rs. 100/-per person/incident. The penalty amounts shall double at the end of every three such defaults.

(iii) The contractor shall comply with all the terms and conditions and ensure supply of the prescribed quantity and quality of food items during the service timings and in the event of any failure or breach of any of the conditions by the Service Provider and in case of deterioration in the quality of the food items or

reduction in the quantity thereof, MP-IDSA shall be at liberty to levy penalty of 5% of the total billed amount for that particular instance (Tea/Meals total amount) should be levied on the recommendation/approval of the head of the Institution.

(iv) If the contractor fails to deliver or any of the ordered item from menu is rejected, then the particular item bill will not be considered and suitable penalty of 5% on total ordered amount should be imposed on the contractor.

(v) In case any insect/cockroach etc.is found in the food, the Institute competent authority reserves the right to claim the damages and 100% penalty will be charged from the invoiced claimed. The decision on the competent authority in this regard would be final.

(vi) If the performance of the firm is found poor despite instructions and warnings, Institute shall have the right to impose a penalty of 10% of the total billed amount as decided by the competent authority.

(vii) If the firm disobeys the rule made by the MP-IDSA committee, repeatedly commits the same mistake then the contract should be terminated immediately without any notice. Further, caterer should be blacklisted by the institute.

(viii) Sale of prohibited items. In case firm has found to selling any prohibited items, suitable penalty will be imposed, as directed by Director General, MP-IDSA.

40. **Mode of Payment: -**

40.1 Contractor must ensure the payment at Counter Sales will be accepted by both Cash and E-Payment mode (Paytm, Phonepe, UPI, etc).

40.2 The payment in respect of official hospitality bills of the MP-IDSA submitted in duplicate by the contractor will be released on receipt basis subject to fulfillment of obligations by the contractor imposed under various laws, Rules & Regulations, etc. applicable from time to time and after scrutiny of authorization for supply at the prices offered by the contractor. Any supply of food items without proper authorization by the designated authority of MP-IDSA will not be paid for. TDS as applicable at the prevailing rates will be deducted at source. Payment will be made through RTGS/NEFT (bank transfer).

40.3 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

41. Force Majeure. Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within (01 day) of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated

or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this Work order.

42. **Dispute Resolution.**

(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 Principal Secretary / Secretary (of the Administrative Department), 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.

(c) The cost of Arbitration shall be borne by the respective parties. 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.

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

**RUNNING CATERING SERVICES FOR THE CONFERENCES/EVENTS AND OFFICE
EMPLOYEES/SCHOLARS/VISITORS
(TECHNICAL BID)**

1. Brief Bio data of the Tenderer _____

2. Name, Address with Telephone _____
Number of the Firm/agency _____

3. Name, Designation, Address _____
and Telephone number of _____
authorized person of the Firm/ _____
agency. _____
4. Firm Registration _____
(Please enclose the copy) _____
5. Please specify with names as _____
to whether firm is sole proprietor / a. _____
partnership firm / Pvt Ltd. b. _____
(Enclose documents) c. _____
6. PAN number & Income Tax _____
Return of last three financial _____
Years _____

7. Provident Fund Account Number _____
(Please enclose the copy) _____
8. ESI Registration Number _____

**Affix duly
Attested PP
Size
Photograph
Of the
Tenderer**

- (Please enclose the copy)
9. GST Number _____
(Please enclose the copy)
10. License Number under Contract _____
Labour (R&A) Act. _____
(Please enclose the copy)
11. Details of earnest money deposited
- a) Amount Rs. _____
Rs.(in words) _____
- b) Demand Draft / Pay Order Number _____
- c) Date of issue of DD/PO _____
- d) Name of issuing Bank _____
12. Details of Past Experience in the _____
relevant Field. _____
Attach sheets as per annexure _____
13. Details of works in hand _____
(Min last three years) _____
Attach sheets as per annexure _____
14. Any other information
15. Declaration by the Contractor :-

This is to certify that I / we have read and fully understood all the terms and conditions mentioned in the tender document and undertake myself/ourselves to abide by them.

Signature of Tenderer

Name

Designation

Address

Phone (O)

(R)

Date

(ON A E- STAMP PAPER of Rs.10/-)

UNDERTAKING

To,

Assistant Director
MP-Institute for Defence Studies and Analyses
No 1 Development Enclave,
Rao Tula Ram Marg, Delhi Cantt
New Delhi – 110010

Name of the tender: **Running Catering Services For The Conferences/Events And Office Employees/Scholars/Visitors**

Sir,

1. Having visited the site condition and examined the conditions of contract, specifications and schedule of quantities for the above named work, we offer to undertake and complete the whole of subject work in conformity with the said conditions of the contract and schedule of quantities of this tender.
2. I/We hereby agree to abide by all terms and conditions laid down in tender document. Before signing this bid, I have read and fully understood all the terms, conditions and instructions contained therein and undertake myself/ourselves to abide by them.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions and any other charges applicable from time to time. I/We shall pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government of NCT Delhi from time to time and shall be fully responsible for any violation.
4. I/We have not been blacklisted by any Govt / PSU / autonomous body of any state as well as central Govt.

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

ANNEXURE- III

CHECK LIST FOR TECHNICAL EVALUATION (TECHNICAL BID)

SL	Documents required	Remarks
1.	Earnest Money Deposit (EMD) of Rs..... (in words) in form of DD / PO issued by any commercial bank in favour of IDSA.	YES/NO (Page No.)
2.	One Self attested recent passport size photograph of the Authorised person of the firm /agency, with name designation, address, and office telephone No, If the bidder is a partnership firm, name designation, address and office telephone No of partner also.	YES/NO (Page No.)
3.	Undertaking on a stamp paper of Rs 10/- (Rupees Ten only) as per format prescribed)	YES/NO (Page No.)
4.	Self attested copy of the PAN No.	YES/NO (Page No.)
5.	Self attested copy of GST Registration No	YES/NO (Page No.)
6.	Self attested copy of valid Registration number of the firm/Agency	YES/NO (Page No.)
7.	Self attested copy of valid provident fund registration number	YES/NO (Page No.)
8.	Self attested copy of valid ESI Registration No	YES/NO (Page No.)
9.	Self attested copy of valid License No Under Contract Labour Act, 1971	YES/NO (Page No.)
10.	Proof of experience of previous three years of running Guest house management & catering alongwith satisfactory performance certificate from the concerned employers	YES/NO (Page No.)
11.	Work in hand including last three years	YES/NO (Page No.)
12.	Annual income tax returns of previous three financial years supported by audited balanced sheet	YES/NO (Page No.)
13.	Annual Turn Over	YES/NO (Page No.)
14.	Permanent Man Power on Roll	YES/NO (Page No.)
15.	Volume of work done during last three years	YES/NO (Page No.)
16.	Single work of more than 20 lakhs during last three years	YES/NO (Page No.)
17.	Any other document, if required	

Note : Scanned copies of all necessary documents duly self-attested must be uploaded and enclosed with hard copy for verification of the information provided.

Signature of the bidder with seal _____

Name and address of the bidder _____

ANNEXURE IV

FINANCIAL INFORMATION OF THE ORGANIZATION

I. Financial Analysis. Details to be furnished duly supported by figures in Balance Sheet/Profit and Loss Account for the last three years and certified by a Chartered Accountant, as submitted by the applicant to the Income Tax department (copies to be attached).

<u>Sl. No.</u>	<u>Details</u>	<u>Financial Years</u>		
		(2018-19)	(2019-20)	(2020-21)

a) Gross annual turnover of the firm

b) Profit/Loss Account

II. Up-to-date Income Tax Return for the above financial years.

III. Certificate of financial Soundness from Bankers of Applicant.

Note: Attach additional sheets, if necessary (**Documentary proofs Hard Copies**)

(Signature of the applicant)

Seal of organization

ANNEXURE V

DETAILS OF ALL CONTRACT COMPLETED
DURING THE LAST THREE YEARS

Sl	Name of Contract & Location	Name of Client	Annual Cost of Contract	Date of Commencement as per contract	Date of ending Contract	Litigation Arbitration pending/in progress with details	Name, Address & Tele No. of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9

Note: Documentary proofs scanned and upload

(Signature of the Applicant)

Seal of organization

ANNEXURE VI

CONTRACTS UNDER EXECUTION OR AWARDED

Sl.	Name of Contract & Location	Name of Client	Annual Cost of Contract	Date of Commencement as per contract	Date of ending contract	Name, Address & Tele No. of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8

Note: Documentary proofs Hard Copy

(Signature of the Applicant)

Seal of organization

PERFORMANCE REPORT OF CONTRACTS

(Furnish this information for each individual contract in the following format from the employer for whom the contract was executed – minimum 2 to be submitted during last three years)

1. Name of Contract & Location :
2. Agreement No. :
3. Annual Value of Contract :
4. Date of Start :
5. Date of Completion :
6. Performance Report :
 - i) Quality of service : Excellent / Very Good / Good / Satisfactory
 - ii) Resourcefulness : Excellent / Very Good / Good / Satisfactory
7. Any penalty imposed for bad performance :
8. Any litigation pending :

(Signature of Applicant)

(Seal of the Organization)

Date:

FINANCIAL BID**RUNNING CATERING SERVICES FOR THE CONFERENCES/EVENTS AND OFFICE EMPLOYEES/SCHOLARS/VISITORS**

To be filled properly and upload on e-portal, as per instruction mentioned in tender document. The Rates should be filled in prescribed format. Rates shall be quoted exclusive of GST.

<u>SL</u>	<u>Item</u>	<u>Catering rates in Rs. (Per head)</u>	<u>Remarks</u>
A	<u>Buffet rates during Event/ Conferences</u>		
(i)	<u>Indian</u>		
	Vegetarian		Any two Salads, one paneer dish, three vegetarian dishes including Methi Paneer, one dal, rice, Raita, Nan / Roti / Paratha, Pickle / Papad / Chutney & one desert
	Snacks		Per plate (04 Pieces) including paneer
	Soup		
	Veg.Extra Dish		
(ii)	Non-Vegetarian		Any two Salads, one non vegetarian dish (Chicken / mutton/Keema Kaleji), one paneer dish, three vegetarian dishes including Methi paneer, one dal, rice, Raita, Nan / Roti / Paratha, Pickle / Papad / Chutney & one desert
	Snacks		Per plate (04 Pieces) Chicken, mutton & fish
	Soup		
	Non-Veg.Extra Dish		
	Extra Dessert		
	25 % of Average total of (A) Sl.(i+ii)		
B	<u>Continental</u>		
(i)	Vegetarian		Any two Salads, one cottage cheese dish, three vegetarian dishes including

			Mushroom Florentine, one pasta including Pasta in Arabiatta, rice, assorted breads, two deserts
		Snacks	
		Soup	
		Veg.Extra Dish	
		Extra Dessert	
(ii)	Non-Vegetarian		Any two Salads, two non-veg dishes including Bella Helen, two vegetarian dishes, one pasta (veg), rice (veg), assorted breads, two deserts
		Snacks	
		Soup	
		Extra Dish	
		Non veg.Extra Dessert	
15% of Average total of (B) SI.(i+ii)			
C	<u>Chinese</u>		
(i)	Vegetarian		Any two salads, three vegetarian dishes including Methi paneer, one noodles (veg), one rice, two deserts
		Snacks	
		Soup	
		Veg.Extra Dish	
		Extra Dessert	
(ii)	Non-Vegetarian		Any two salads, two non-vegetarian ,two vegetarian dishes, one noodles (veg), one rice (veg), two deserts
		Snacks	
		Soup	
		Non-Veg.Extra Dish	
		Extra Dessert	
15% of Average total of (C) SI.(i+ii)			
D	<u>Menu (Snacks) during Events/Conferences</u>	<u>Rates (Rs.)</u>	
1	Branded Mineral Water Bottle (500 ml) MRP		Not more than MRP
2	Branded Mineral Water Bottle (200 ml) MRP		Not more than MRP
3	Tea / Coffee		
4	Mineral Water Bottle (1ltr) MRP		Not more than MRP

5	Cold Drink (Per Bottle 300 ml)		Not more than MRP
6	Tea / Coffee & Biscuits (Two biscuits packed)		
7	Tea / Coffee with Sandwich/Cocktail Samosa		
8	Tea / Coffee with Fruit Cake & Two Cookies		
9	Tea / Coffee with Vegetable Pakora, Vegetable Sandwich and Pastry		
10	Juices (Real/Active or equivalent) 300 ml		
11	High Tea- [Tea/Coffee Variety of Snacks (3 Items)]		Cocktail Samosa-02 Pcs, Veg. cutlet-02 Pcs, Mix Pokra, Dhokla -02 Pcs, cookies-02 pcs, plum/fruit cake, pastries
15% of Average total of (D) SI.(1 to 11)			
E	<u>Cafeteria (Canteen) Daily Menu</u>	<u>Rates (Rs.)</u>	
* 1	Bread Pakora		
2	Samosa (Normal Size)		
3	Sandwich (Veg) Jumbo Size		
4	Aloo Paratha (one piece)		
5	Lassi		
6	Tea (Kitchen)		
7	Lemon Tea (Machine) Twinings Tea Bags		
8	Coffee (Machine) Georgia		
9	Separate Tea (Machine) Twinings or equivalent Tea bags		
10	Paneer Paratha (one piece)		
11	Curd 200 Gm		
12	Lunch		
(i)	Lunch Thali		Dal, 1 mix vegetable (Seasonal), Rice, 4 Rotis, Salad, curd. one sweet.
(ii)	Deluxe Lunch		Dal, ' 1 Mix. Vegetable (Seasonal), 1 Paneer Dish, Rice, one Sweet, 2 Naan/Parantha or 4 rotis, Curd, Salad
(ii) .a	Executive Lunch with waiter		Dal, ' 1 Mix. Vegetable (Seasonal), 1 Paneer Dish,

		Rice, one Sweet, 2 Naan/Parantha or 4 rotis, Curd, Salad
(iii)	One Roti Tandoori/plain roti	
(iv)	One Bowl Dal	
(v)	One Bowl Vegetable (Seasonal)	
(vi)	One Bowl Kadhi Pakora (2 pc Pakoras)	
(vii)	One Bowl Raita	
(viii)	One Bowl Palak Paneer (with 2 pcs of Paneer)	
(ix)	Half Plate Rice (Basmati)/ Pulao-	
(x)	Full Plate Rice (Basmati)/ Pulao-	
(xi)	Veg. Biryani (with curd or Raita)	
(xii)	Pasta (drum wheat) with Sauce	
(xiii)	Dosa – Plain	
(xiv)	Dosa – Masala	
(xv)	Dosa – Cheese	
(xvi)	Dosa – Onion	
(xvii)	Idli- 2 Idlis with Sambhar, Tomato, Coconut Chutney -01 Bowl	
(xviii)	Vada - 2 pcs with Sambhar, Tomato, Coconut Chutney -01 Bowl	
(xix)	Bread Slice big size with Butter (2 pcs)	
(xx)	Bread Omelette (Two Slices)	
(xxi)	Puri Sabzi (4 piece)	
(xxii)	One bowl Seasonal Vegetable-	
(xxiii)	One bowl Veg. Kofta Curry with two pieces kofta-	
(xxiv)	One bowl Aalu Matar-	
(xxv)	One bowl Baingan Bharta-	
(xxvi)	One bowl Mixed Vegetable-	
(xxvii)	One bowl Dahi Vada (two Piece vada)-	
(xxviii)	One bowl any Paneer Item-(
(xxix)	One bowl Palak Paneer –	
(xxx)	Egg Curry (Two Egg Piece)	
(xxxi)	Chicken Curry (Two Leg Piece)	
(xxxii)	Cut fruit -one bowl	
(xxxiii)	Curd Rice –One bowl	
(xxxiv)	Pineapple Salad -01 plate	
(xxxv)	Boneless chicken item -01 bowl	
(xxxvi)	Green Salad- 01 plate	

13	Gulab Jamun – 02 pieces		
(ii)	Burfi (02- piece)		
(iii)	Rasgulla (02-Pcs)		
(iv)	Rasmalai -02 Pcs		
(v)	Ice cream 02 Scoops		
14	Bread roll (one piece)		
15	Veg. Cutlet (70 grams)		
16	Veg. Momos (6 piece)		
17	Mix Pakoda (06 piece)		
18	Dahi ke Sholey (02 piece)		
19	Spring Roll (01 Roll)		
20	French Fries (150 grams)		
21	Chili Potato (160 grams)		
22	Honey Chili Potato (150 grams)		
23	Gobhi Manchurian (4 piece)		
24	Veg. Manchurian (4 piece)		
25	Veg. Patties (1 piece)		
26	Paneer Patties (1 piece)		
27	One Plate Maggi		
28	Hot Milk		
29	Soft Drink		Not more than MRP
30	Juices (Real/Active or equivalent) 300 ml		Not more than MRP
31	Juices (Real/Active or equivalent) 1 Ltrs		Not more than MRP
32	Fruit Basket for Guest (5 seasonal fruits)		
30% of Average total of (E) Sl.(1 to 32)			

Grand Total (A+B+C+D+E) in figure (Rs.):

Grand Total (A+B+C+D+E) in words:

Note.

1. Deployment of persons for Events: Contractor will ensure deployment of adequate staff (cooks, helpers) in the kitchen as per the scale of events. In addition, two waiters will be deployed per food buffet counter, which will cater for 20 guests. If the number of guest is above 20 and upto 40, one additional food buffet counter and one additional waiter will be deployed. For strength of guest beyond 40 and upto 60, one additional food counter and two waiters will be deployed. For events having guest beyond 60, specific instruction will be given to the contractor with regards to number of food counter, waiters etc.

2. The amount quoted should be exclusive of GST. Conditional Tenders will be rejected.
3. If any discrepancy found in quoting the financial bid in words and figures, the higher quoted amount will be considered.
4. Decimal value of amount shall be rounded off to nearest figure in total yearly contract amount.
5. The bidders may inspect the site to acquaint themselves about the actual scope of work as mentioned in tender document.
6. The bidders shall submit in separate sealed envelope of quoted amount (as per Annexure VIII)

Signature of the Bidder

Name of Contractor

Name of the Firm

Contact No.

Date

Seal :