

TENDER ENQUIRY NO : 2017/ office of SEC

**BID DOCUMENTS -
FOR -
“NIT FOR -
PROVIDING -
“CATERRING SERVICES” -**

**DY. SECRETARY
STATE ELECTION COMMISSION
GOVT. OF NCT OF DELHI & CHANDIGARH
NIGAM BHAWAN KASHMERE GATE DELHI**



**STATE ELECTION COMMISSION -
GOVT. OF NCT OF DELHI & U.T. CHANDIGARH
NIGAM BHAWAN, KASHMERE GATE DELHI-110006 -
PHONE NO. 011-23990915,23914155,23914156
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E-procurement tender Notice Inviting Tender for Providing Catering Services

E-Tenders (online tenders) are invited by the State Election Commission Delhi on behalf of the Lieutenant Governor of Delhi from reputed firms/companies/proprietors having minimum average turnover of Rs.30Lakh (Rs. Thirty Lakh only) for the last 2 years and proven experience/capabilities of election work or other similar nature of work done in Government Deptt./PSU/Autonomous body in the past for providing Catering Services at different places of NCT of Delhi, for the conduct of General Election of the three Municipal Corporations of Delhi likely to be held in the month of April-2017.

The bids documents along with term & condition etc. are available on the website <https://govtprocurement.delhi.gov.in> and can be downloaded there from

SCHEDULE OF TENDER

Date of release of tender through e-procurement solution	08.02.2017	
Date of Submission of tender	Start on. 08/02/2017 at 06.00P.M Closing on 03/03/2017 up to 01:00 PM.	
Physically submission of EMD Rs. 2,00,000/-(Rupees Two Lakh only) and all other documents.	03.03.2017 up to 01:00 PM	
Date & time opening of on line Technical Bids	03.03.2017 at 03:00 P.M.	
Date & time of opening of financial bids	To be intimated to the technically qualified Bidders separately.	

1. - Bidder shall have to submit their bids online in electronic format with digital signatures.
2. - Bidders are requested to attach all the relevant documents with the technical bid.
3. - Detailed instructions for submission of e. tenders and Bid document can be downloaded from the web-site <https://govtprocurement.delhi.gov.in>
- 4 - The right to accept or reject any or all the tender(s) is/are reserved.
- 5 - The Financial bid shall be opened only of those Bidder(s), who qualify in the Technical Bid.
- 6 Corrigendum/addendum to this tender, if any will be uploaded on the website mentioned above.

**Deputy Secretary/HOO,
State Election Commission,
Delhi**

Contents of the Bid Documents -

The Bid Documents contain the following parts: -

SECTION	CONTENTS	Page No.
	Disclaimer	
Section 1	Invitation for Bids	
Section 2	Instruction to Bidders	
Section 3	General Conditions of Contract	
Section 4	Special Conditions of Contract & Service Levels	
Section 5	Scope of Service	
Section 6	Eligibility Conditions	
Annexures	I to XI	

The Bidders should examine all instructions, forms, terms & conditions, and scope of service in the Bid document and furnish all information as stipulated therein.

Disclaimer -

STATE ELECTION COMMISSION, NIGAM BHWAN KASHMERE GATE DELHI- 6 is going to conduct General Election of the three Municipal Corporations of Delhi in 2017. The Commission and its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Notice Inviting Tender Document / Request for Proposal ("**NIT**" or "**BID DOCUMENT**") or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the BID DOCUMENT and any assessment, assumption, statement or information contained therein or deemed to form part of this BID DOCUMENT or arising in any way for participation in this tender process.

The assumptions, assessments, statements and information contained in this BID DOCUMENT, especially the work load, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this BID DOCUMENT and obtain independent advice from appropriate sources.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this BID DOCUMENT.

The issue of this BID DOCUMENT does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or the Service Provider, as the case may be, for the Catering Services and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by any Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The statements and explanations contained in this BID DOCUMENT are intended to provide a better understanding to the Bidders about the subject matter of this BID DOCUMENT and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Service Provider set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Catering Services to be awarded pursuant to this BID DOCUMENT or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in this BID DOCUMENT are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

Section 1: Invitation for Bids -

1. - (i) This bid document is being issued to seek response from the eligible bidders in order to hire their services in providing Catering Services under which the successful bidder shall be contracted to provide the said services which will require delivering the desired service level as per this bid document.
(ii) Following is the office for which bids are being invited:-
STATE ELECTION COMMISSION, NCT OF DELHI & UT CHANDIGARH, NIGAM BHAWAN
KASHMERE GATE DELHI-6
2. - Bidders are advised to study the Bid Documents carefully. Bid response prepared in accordance with the procedures enumerated in section 2 of the Bid documents should be submitted online to the State Election Commission, NCT of Delhi, not later than the date and time laid down and at the address given in the Bid documents.
3. - EMD:-

(i) The bids must be accompanied with an Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two Lakhs) to be submitted in form of a Demand Draft/FDR/Bank Guarantee (in Format at Annexure X) as bid security EMD in favour of "STATE ELECTION COMMISSION" payable at New Delhi issued by any scheduled/nationalized bank. It should be valid for at least 60 days beyond the final bid validity period (clause 5 (j) below). It should be physically submitted to the purchasing officer as mentioned in clause 5(b) by the due date mentioned. **The bids received without EMD of the requisite amount shall be rejected summarily.**
4. - The bid document will be available for downloading from Delhi Government Procurement website at <https://govtprocurement.delhi.gov.in>. The hard copy of the bid documents will not be provided by the office.

5. Schedule for Invitation of Bid -

(a) The bids are invited by STATE ELECTION COMMISSION

Official address is STATE ELECTION COMMISSION, NCT OF DELHI & UT CHANDIGARH, NIGAM BHAWAN KASHMERE GATE DELHI-6

(b) -Last date and time for receipt of online Bid Response:-

As stated above. -

(c) Place, Time and Date of Pre-bid meeting

Venue:- Conference Room, 1st floor STATE ELECTION COMMISSION, NCT OF DELHI & UT CHANDIGARH, NIGAM BHAWAN KASHMERE GATE DELHI-6

Time :- As stated above

(d) EMD submission date & time:- As stated above

(e) Place, Time and Date of opening of Pre Qualification Bid

Venue:- Conference Room, 1st floor STATE ELECTION COMMISSION, NCT OF DELHI & UT CHANDIGARH, NIGAM BHAWAN KASHMERE GATE DELHI-6

Time :- As stated above

(f) Place, Time & Date of Opening of Technical Bid

Venue:- Conference Room, 1st floor STATE ELECTION COMMISSION, NCT OF DELHI & UT CHANDIGARH, NIGAM BHAWAN KASHMERE GATE DELHI-6

Time :- As stated above

(g) Place, Time and date of opening of financial bid

Venue:- Conference Room, 1st floor STATE ELECTION COMMISSION, NCT OF DELHI & UT CHANDIGARH, NIGAM BHAWAN KASHMERE GATE DELHI-6

Time :- As stated above

(h) Details of the contact person for any clarification:

Same as Clause 5(a) and 5(b) above

(i) Date till which the Bid should be valid:

120 days from the last date of bid submission.

- (6) Bidders must note that bids received after due date and time shall be rejected. -The EMD in prescribed form shall be submitted with the Caretaking Branch, Room No-03, Ground Floor, (clause 5(a)) at the address mentioned in Clause 5(b) in a sealed envelope duly super-scribed with the NIT number and its subject.

Section 2 : Instructions to Bidders -

- 1. -Procedure for submission of Bids:** A single bid will be submitted by every bidder. Bids will comprise of following two sections:-
 - 1.1.1 - Technical Bid (As per the Annexure-II)
 - 1.1.2 - Financial Bid(As per the Annexure- III)

2. -Cost of Bidding Process:-

2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation etc. for the purposes of clarification of the bid, if so desired by the Purchaser.

3. -Language of Bids:-

3.1 The Bids prepared by the Bidders and all correspondence and documents relating to the bids exchanged by the Bidder and the Authority /Department shall be written in **English language only.**

4. Documents Comprising the Bids:-

The bid prepared by the Bidder shall comprise of the following components:

4.1 Technical Bid (*Pl. also see section 6 and Annexure-II*) – The Technical bid shall be submitted in the format as per Annexure-II and shall be accompanied with the following self attested documents whose scanned copy along with the duly filled in format as per Annexure-II, shall be uploaded on the website.

4.1.1 EMD i.e. (DD/FDR/Bank Guarantee) in favour of State Election Commission.

4.1.2 Photograph of the bidder

4.1.3 PAN Card of the bidding firm

4.1.4 - Certificate of Incorporation of Registration in case of firms registered under Indian Companies Act or Partnership deed in case of Partnership Firm or Joint Bid Agreement in case of consortium of two firms. (not more than two firms are allowed to form consortium)

4.1.5 Certificate of Service Tax Registration number

4.1.6 - Audited balance sheet / Income statement for preceding Two Financial years (2014-15,2015-16)

4.1.7 - Power of Attorney in favour of the authorized person signing the bid

4.1.8 - Undertaking as per Annexure-VI

4.1.9 - Power of Attorney in favor of Lead Member in case of Consortium

4.1.10 -Joint Bidding Agreement in case of Consortium

4.1.11 - Details of the Consortium members.

4.1.12 - Undertaking as per Annexure XI

4.1.13 It shall comprise of following types of documents in support of credentials/experience and will be uploaded along with the Technical Bid Form (Annexure-I):-

- (i) Copy of the Work Order and/or Copy of the agreement (Part pages of the work order or agreement shall not be acceptable)
- (ii) Annual value of contract certified from the chartered accountant (duly signed with registration number of the CA and rubber seal of the CA) in respect of each client.
- (iii) Certificate or letter issued by the clients under the signature and office seal of a competent official of the said client in favour of the bidding firm declaring that the Contractor / Service Provider / Agency satisfactorily commenced the Contract and performance of the bidding firm has been or was satisfactory during the contract period of engagement and that the contract was not terminated prematurely i.e. not before the term of contract. (Failure to submit such certificates from clients will earn zero marks even if supporting documents as mentioned in (i) and (ii) above are given)

4.2 Financial Bid (Pl. also see section 6) –

It shall be submitted in the format as per the Annexure-III.

5. Who can apply on behalf of Bidder

5.1 It is clarified that the individual signing the documents connected with

Bid must certify whether he/she is signing as authorized signatory or proprietor or
duly authorized partner (in case of partnership firm). OR

5.1.1 Constituted attorney of the firm, if it is a company -

OR -

5.1.2 The principal officer or his / her duly Authorized Representative of the Bidder.

5.2 The authorization shall be indicated by **power- of -attorney** accompanying the Bid.

6. One Bid per Bidder

(A) Each bidder shall submit only one bid either by himself or as a partner in joint venture or as a member of 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 shall be rejected. In case of joint venture or consortium a joint bidding agreement as per format at Annexure -VII will be required to be submitted with the bid along with a power of attorney in favour of the lead member to sign and submit the bid on behalf of the joint venture/consortium.

Members of the Consortium shall enter into a binding Joint Bidding Agreement, which shall be legally binding on all the Members, substantially in the form specified at Annexure VIII (the “**Joint Bidding Agreement**”) for the purpose of submitting a Bid . The Consortium shall furnish the Joint Bidding Agreement on a non-judicial Stamp Paper of minimum of Rs. 100/- (Rupees one hundred only) The Joint Bidding Agreement, shall, *inter alia*

- (i) - Convey the intent to form a legal business entity or Joint Venture with shareholding/ ownership equity commitment(s) in accordance with this BID DOCUMENT, which would enter into the Agreement and subsequently perform all the obligations of in terms of the Agreement, in case the contract is awarded to the Consortium;
- (ii) - Clearly outline the proposed roles and responsibilities, if any, of each member;
- (iii) - Commit the minimum equity stake to be held by each member;
- (iv) - commit that each of the members, as applicable, shall subscribe to hold minimum 26% (twenty six percent) or more of the paid up and subscribed equity of the entity at any time during the contract Period.;
- (v) - members of the Consortium undertake that they shall collectively hold 100% (one hundred per cent) of the subscribed and paid up equity of the entity at all times during the contract Period; and
- (vi) - include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Bidder in relation to the terms of this Contract; and

Except as provided under this BID DOCUMENT, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

- (vii) - Designate a member as a Lead Member.

In case of Bidder, which is a consortium:

- a) The Financial and Technical capacity of ONLY the lead member will be evaluated.
 - b) - Change of the Lead Member will not be allowed under any circumstance.
 - c) - An individual entity can be a member in only one consortium of Bidders; if a Member participates in more than one Bid, all Bids of which it is a part would be summarily rejected.
 - d) - All Members of the consortium of Bidders shall be liable jointly and severally under the BID DOCUMENT and the Agreement.
- (B) Any bidder shall not have a conflict of interest that affects the Bidding Process. All the Bidders having conflict of interest will be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- (a) a constituent of such Bidder is also a constituent of another Bidder; or
 - (b) the Bidder, its Consortium Member and any other Bidder, its Consortium Member have common controlling shareholders having more than 5% shares in both the firms/concerns/bidders or its consortium members; or
 - (c) The Bidders, its Consortium Member and any other Bidders, its Consortium Member are substantially controlled by the same person/persons i.e. Firms/Sister Concerns/Bidders or their Consortium members having same CEO or MD or same CMD or same Proprietor or same Partners or having majority (more than 50%) of Directors or Managers or GB members or executive committee as same, then Bidders will be considered as having conflict of interest.

7. - Earnest Money Deposit (EMD)

7.1 The Bidder shall furnish, as part of its bid, EMD of the amount and format (Annexure X) as mentioned in Clause 3 of section 1 of this Bid document.

7.2 The EMD is required to protect the Authority / Department against the risk of Bidder's conduct which would warrant the EMD's forfeiture.

7.3 The EMD (denominated in Indian Rupees) shall be in the form of a DD/FDR/Bank Guarantee issued by a Nationalized / Scheduled Bank and shall have validity as stated in Clause 3 of section 1.

7.4 Unsuccessful Bidder's EMD will be discharged/ returned within 30 days after award of contract to the successful Bidder. **No interest will be paid by the Authority / Department on the EMD amount.**

7.5 The successful Bidder's EMD shall be discharged upon the Bidder executing the Contract and after furnishing the performance security.

7.6 The EMD may be forfeited:

- a. - If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of its bid, or
- b. - In case of a successful bid, if the Bidder fails;
 - i. to sign the Contract, or
 - ii. to furnish performance security or

iii to sign and return the duplicate copy of letter of award within - prescribed time

8. Period of Validity of Bids:-

8.1 Bids shall remain valid for a period as stated in Clause 5 (j) of section 1 of this bid document. **A bid valid for a shorter period shall be rejected by the Authority / Department as non-responsive and shall not be taken up for evaluation purposes.**

8.2 The Authority / Department may request the Bidder for extension of the period of validity. The request and response thereto shall be made in writing (or by fax or by e-mail). The validity of EMD provided under Clause 3 of section 1 of this document shall also be accordingly extended

9. Terms & Conditions of Bidder:-

9.1 Printed terms and conditions (General Conditions) made by the Bidder will not be considered as forming part of their Bids. In case terms and conditions of the Contract applicable to this Invitation of Bid are not acceptable to any Bidder, he should not bid.

10. Local Conditions:

10.1 It will be incumbent upon each Bidder to fully acquaint himself / herself with the local conditions and factors at the respective locations/ sites and offices which would have any effect on the performance of the contract and / or the cost.

10.2 The Bidder is expected to obtain for himself/herself on their own responsibility all information that may be necessary for preparing the Bid and entering into contract. Obtaining such information shall be at Bidder's own cost.

10.3 Failure to obtain the information necessary for preparing the bid and / or failure to perform activities that may be necessary will in no way relieve the successful Bidder from performing any work in accordance with the contract entered into.

10.4 It will be imperative for each Bidder to fully acquaint themselves of all local and legal conditions and factors which may have any effect on the execution of the contract as described in the Bid documents.

10.5 It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Authority / Department and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Authority /Department on account of failure of the Bidder to appraise themselves of local laws and conditions.

11. Last date of Receipt of Bids

11.1 Bids will be submitted online as per the schedule given in clause 5 of section 1.

11.2 The Authority / Department may, at its discretion extend the last date for the receipt of bids by amending schedule in accordance with Clause 6 of section 1, in which case all rights and obligations of the Authority /Department and Bidder previously subject to the pre-extended last date will thereafter be subject to the last date as extended.

12 Late Bids

12.1 Any bid received after the scheduled last date and time for receipt of bids, pursuant to Clause 5 and 6 of section 1 will be rejected and shall not be considered for opening.

13. Modification and Withdrawal of Bids.

13.1 No bid should be altered/modified after submission. Unsolicited correspondences in this regard from Bidder will not be considered.

13.2 No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its EMD.

14. - Contacting the Authority / Department:-

14.1 - No Bidder, in order to influence the bid process, shall contact the Authority / Department on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

14.2 -Any efforts by a Bidder either Directly or Indirectly to influence the Authority / Department's bid evaluation/ bid comparison or contract award decisions shall result in the rejection of the Bidder's bid and the Bidder will be liable for blacklisting / debarment from participating in any of the Tenders of the GNCTD.

14.3 - Correspondence with the Bidder: Save and except as provided in this BID DOCUMENT, the Authority shall not entertain any correspondence with any Bidder or its Agent in relation to acceptance or rejection of any Bid or Bid Evaluation process or Award of tender or Contract signed with Selected Bidder.

15 Opening of Technical/Financial Bid by the Authority / Department;-

15.1 The Authority /Department will open the Pre-qualification/Technical/Financial Bid in the presence of the representatives of the Bidders who choose to attend at the time, date and place, as mentioned in Clause 5 of section 1 of this bid document.

15.2 The Bidders names, bid withdrawals and the presence or absence of the requisite EMD and such other details as the Authority / Department, at its discretion, may consider appropriate will be announced at the bid opening.

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

16.1. The Authority/Department is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

16.2. The Authority/Department may terminate the contract if it is found that the contractor is blacklisted on previous occasions by any of the Authority /Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

16.3. The Authority/Department may cancel the award of contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

17. Award of Contract:-

17.1. Award of the contract will be made to the successful evaluated bidder 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 document.

17.2. The Authority / Department will communicate the successful bidder by facsimile confirmed by letter transmitted by registered 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 at which the contractor will be paid in consideration of the execution of services by the contractor as required in the contract.

17.3. The successful bidder will be required to execute an Agreement in the form specified in Annexure-IV within a period of 14 days from the date of issue of Letter of Offer

17.4. The successful bidder shall be required to furnish Performance Security within 14 days of issue of 'Letter of Offer' for an amount of Rs.5.0 Lakhs (Rupees Five Lakhs)equal in the form of Account Payee DD or Fixed Deposit Receipts, or Bank Guarantee from a nationalized/scheduled bank in an acceptable form (Annexure-V) in favour "State Election Commission, NCT of Delhi, Nigam Bhawan,

Kashmere Gate Delhi-6. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

17.5. 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 Performance Security.

18. **CONDITIONAL** Bids shall be rejected. The Authority shall have the right to accept or - reject any Bid fully or any part of it, without assigning any reason. No - correspondence in this regard will be entertained. -

19 Bidders are encouraged to submit their respective Bids after visiting the site(s) - and ascertaining for themselves the site conditions, location, and any other matter - considered relevant by them. Detailed list of site(s) along with respective addresses is - given under the Scope of Work. Bidders are invited to examine the Scope of - Work in greater detail, and to carry out, at their cost, such studies as may be required - for submitting their respective Bids and implementation of the Catering Services. -

20. Fraudulent and Corrupt Practices The Bidders and their respective officers, - employees, agents and advisers shall observe the highest standard of ethics during the Bidding - Process and subsequent to the issue of the NIT and during the subsistence of the Contract / - Agreement. Notwithstanding anything to the contrary contained herein, or in the NOA or the - Contract / Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the - Contract / Agreement, as the case may be, without being liable in any manner whatsoever to - the Bidder or Contractor, as the case may be, if it determines that the Bidder or Contractor, as - the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, - fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding - Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid - Security or Performance Security, as the case may be, as Damages, without prejudice to any - other right or remedy including blacklisting / debarment that may be available to the Authority - under the Bidding Documents and/ or the Contract / Agreement, or otherwise. -

Without prejudice to the rights of the Authority under Clause hereinabove and the rights and - remedies which the Authority may have under the NOA or the Contract / Agreement, or - otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have - directly or indirectly or through an agent, engaged or indulged in any corrupt practice, - fraudulent practice, coercive practice, undesirable practice or restrictive practice during the - Bidding Process, or after the issue of the NOA or the execution of the Contract / Agreement, - such Bidder or Contractor shall not be eligible to participate in any tender or BID DOCUMENT - issued by the Authority during a period of 2 (two) years from the date such Bidder or - Contractor, as the case may be, is found by the Authority to have directly or indirectly or - through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive - practice, undesirable practice or restrictive practices, as the case may be. For the purposes of - this Clause, the following terms shall have the meaning hereinafter respectively assigned to - them: -

(a) - **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the NOA or has dealt with matters concerning the Contract / Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed

to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the NOA or after the execution of the Contract / Agreement, as the case may be, any person in respect of any matter relating to the Kitchen & Dietary Services or the NOA or the Contract / Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Kitchen & Dietary Services;

- (b) - **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) - **“Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) - **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Section 3: General Condition of Contract

1. Terms & Conditions:-

- The contractor shall provide the services as mentioned in the scope of work upto the satisfaction of State Election Commission authorities.
- The workers employed must be in sufficient number for the defined scope of work.
- The workers should have adequate experience in cooking/serving/distribution of food.
- The contractor will be bound by time schedule for distribution of food along with type of diets prescribed and diet scales.
- The cost of uniform, badges and other protective gears will have to be borne by the contractor.
- Only gas based cooking is allowed, electricity must not be used for cooking purposes.
- The Gas connection obtained must be commercial and the proof in this regard is to be submitted. No. of cylinders must be adequate so that services remain uninterrupted.
- Raw material must be stored in adequate quantities, taking care that it is well preserved and does not get infested with insects or get spoiled. Proper temperature and atmospheric conditions must be observed in this regard.
- Cooked food must be supplied with proper care, must be kept covered, temperature maintained.
- All cooking appliances installed for the services must either be ISI marked or from a reputed brand. The details concerning their make, number and lay out plan has to be submitted.
- Cleanliness of kitchen premises, appliances and utensils will be sole responsibility of the contractor.
- The agency must have adequate and effective supervisory mechanism for running the smooth and effective services.
- Problem, if any concerning water supply, power supply, pest control etc. must be brought into the notice of Commission authorities for early and timely solution to ensure better and uninterrupted services to the patients.
- The contractor shall ensure that utensils etc. are collected from the ward and other areas within reasonable time.
- The Commission will have the right to get tested the raw material or the cooked food from standard laboratories and the cost on this account will be paid by the contractor.
- The personnel provided shall be the employees of the Contractor.
- Smoking / drinking in the premises is prohibited.
- 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 Commission and the Commission shall ensure that the contractor complies with the provisions
- All liabilities arising out of accident or death while on duty shall be borne by the contractor.
- All necessary reports and other information will be supplied immediately as required.
- 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 Commission and shall not knowingly lend to any person or company any of the effects of the Commission under its control.
- The staff shall not accept any gratitude or reward in any shape.
- The Contractor the staff shall not do any professional or other work for reward or otherwise either directly or indirectly.

- The staff shall be responsible to maintain all property and equipment of the Commission entrusted to it.
- The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff and should project an image of utmost discipline.
- The Commission shall have right to have any person removed in case of staff complaints or as decided by representative of the Commission if the person is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases.
- Since Election work is a constitutional related work hence, no delay in execution of work regarding date time and period will be treated as zero tolerance.
- Estimated value and volume of work may be increase & decrease by the Commission without assigning any reason.

2. - LABOUR LAWS: -

The Caterer personnel deployed by the Contractor in its contractual obligation to provide Catering services shall be the employees of the contractor. The Contractor shall abide by and comply with all the relevant laws and statutory requirements under Labour laws. Further, for any lapse in this regard the Contractor shall be solely responsible.

3. ACCIDENT:-

All liabilities in respect of an accident or death arising out of and in course of work shall be borne by the contractor. The Contractor shall ensure that personnel employed by firm are covered under insurance / applicable schemes in this regard.

4. PERFORMANCE AND SUPERVISION:-

Adequate supervision will be provided to ensure correct performance of the said services in accordance with the prevailing assignment instructions agreed upon between the two parties.

4.1 All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Authority/Department.

4.2 Contractor and its personnel shall take proper and reasonable precautions to prevent from loss, destruction, waste or misuse of the areas of responsibility given to them and shall not lend to any person or company any of the areas of the Authority/Department under its control.

4.3 That, in the event of any loss that occur to the Authority/Department, as a result of any lapse on the part of the Contractor or personnel deputed by him which will be established after an enquiry is conducted by the Authority / Department, the said loss can be claimed from the Contractor as per Clause 5 of the Section- 4. The decision of the Head of the Authority / Department will be final and binding on the contractor.

4.4 The contractor shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Authority / Department may issue from time to time and which have been mutually agreed upon between the two parties.

4.5 The Authority / Department shall have the right, with reason, to have any person removed who is considered undesirable or otherwise and similarly Contractor reserves the right to change the staff as per the terms of Bid document, for improving services.

4.6 The Contractor and the personnel deputed by him shall be responsible to protect property and equipments of the Authority / Department at the premises entrusted to it.

4.7 The Contractor shall get personnel screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. State Election Commission will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.

5. DUTY FAMILIARISATION:-

The Contractor in consultation with Authority/Department will give basic familiarization under the contract for 2-3 days about the duties to be performed by the workers.

6. CONFIDENTIALITY:-

The Contractor shall ensure that its personnel shall not at any time divulge or make known any trust, accounts matter or transaction undertaken or handled by the Authority / Department and shall not disclose any information about the affairs of Authority/Department.

6.1 The Contractor shall not, either during the term or after expiration of this Contract disclose any proprietary or confidential information related to the services/contract and/or Authority / Department's business/ operations, information, application/software, hardware, business data, designs and other information / documents without the prior written consent of the Authority / Department.

6.2 The Contractor shall execute a Non Disclosure Agreement (NDA) in favor of the Authority / Department.

6.3 The Contractor shall be liable to fully compensate the Authority / Department for any loss of revenue arising from breach of confidentiality. The Authority / Department reserve the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to the dispute arising out of breach of obligation by the Bidder under the clause.

7. 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 Contractor's personnel shall attend the court as and when required.

8. 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 nature/God etc. which may prevent either party to discharge their 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 seven days, whichever is more, either party may at its option terminate the contract. It is amply clarified that in any of the events sited as Force Majeure, since the Election services come under essential services, it is obligated upon the Contractor to provide Catering services of required service specifications to maintain the essential election services.

9. The Contractor shall have his own establishment/setup/mechanism, etc. at his own cost to ensure correct and satisfactory performance of his responsibilities under the contract.

10. SERVICE COMMENCEMENT:-

"NOTICE TO PROCEED" means the notice issued by the Authority/Department to the contractor communicating the date on which the work/services under the contract are to be commenced.

11. - LIABILITY:-

If the Contractor is a joint venture/company/group/partnership of two or more persons, all such persons/directors/partners shall be jointly and severally liable to the Authority/Department for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized person with authority to sign. The joint venture/company/group/partnership shall not be altered without prior intimation to the Authority/Department.

12. - CORRUPT PRACTICE:-

During the course of contract, if any of the Catering personnel deployed are found to be indulging in any corrupt practices causing any loss of reputation or otherwise of the Authority /Department, the Authority/Department shall be entitled to terminate the contract forthwith duly forfeiting the Contractor's Performance Security.

13. - CLAIM SETTLEMENT:-

13.1 Any liability arising out of any litigation (including those in consumer courts) due to any act of the personnel of the agency shall be directly borne by the said agency including all expenses/fines. The Authority / Department shall not be responsible for any liability that arises out of any payments not made under the Labour Laws or any other laws. The Contractor shall indemnify the Authority / Department in this regard.

14. - SUBCONTRACT DISALLOWED:-

The Contractor shall not engage any sub contractor or transfer the contract to any other person in any manner.

15. - INDEMNITY:-

The Contractor shall indemnify and hold the Authority / Department 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. The contractor shall indemnify the department for work related accident/death.

16. The contracting agency shall not employ any person below the age of 18 yrs. and above the age of 55 yrs.

17. - UNION ACTIVITIES:-

Catering staff engaged by the contractor shall not take part in any staff union and association activities while on duty in the premises of the Authority / Department.

18. - EMPLOYMENT/RESIDENCE:-

18.1 The Authority / Department shall not be under any obligation for providing employment to any of the worker of the Contractor at any time. Further, as the Contract is primarily for providing services, hence any relationship of employer-employee that exists will be between the Contractor and the personnel engaged by it.

18.2 - The Authority / Department shall not be responsible for providing residential Accommodation or such other facilities to employees of the Contractor.

19. OVERPAYMENT / UNDERPAYMENT:-

19.1 If as a result of post payment audit or otherwise, any overpayment is detected in respect of any work done or alleged to have been done by the Contractor under the contract, the Contractor shall pay back the overpayment and it shall be recovered by the Authority / Department from him.

19.2 If any underpayment is discovered, the amount shall be duly paid to the Contractor by the Authority / Department.

20. The Contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the Authority / Department etc.

21. TAX OBLIGATION OF THE CONTRACTOR:-

The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same such as income tax and service tax. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Authority / Department fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

21.1 Income tax shall be deducted at source by the Authority / Department from all the payments made to contractor according to the Income tax Act, unless valid and complete documents for IT exemption are submitted by the contractor prior to release of payment. A certificate shall be provided by Authority / Department to the contractor for any tax deducted at source.

21.2 The contractor shall bear all taxes and duties etc. levied or imposed on the Contractor under the Contract including but not limited to Service Tax, VAT and all Income Tax levied under Income Tax Act, 1961 or any amendment thereof during the entire contract period i.e. on account of services rendered and payments received from Authority / Department under the Contract. It shall be responsibility of the Contractor to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose.

21.3 The Contractor agrees that he and his team shall comply with the Income Tax Act in force from time to time and pay Income Tax, as may be imposed/ levied on them by the Tax Authorities, for the payments received by them for the services under the contract.

21.4 Should the contractor fail to submit returns/pay taxes in times as stipulated under applicable Indian/state tax laws and consequently any interest or penalty is imposed by the concerned authority, the Contractor shall pay the same. The Contractor shall indemnify Authority / Department against any and all liabilities or claims arising out of this contract for such taxes including interest and penalty that any such tax authority may assess or levy on the contractor.

22. DISPUTE RESOLUTION:-

(a) Any financial dispute and/ or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized 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 to be appointed by the Lt.Governor, Delhi.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings 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 in equal proportions. During the pendency of the arbitration proceeding and if the period of contract is still valid, 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 in Delhi only.

23. PERFORMANCE SECURITY:-

23.1 The successful Bidder shall furnish Performance Security to the Authority / Department, within the time stipulated under Clause 17.4 of Section 2, before signing the Contract which shall be Rs.5,00,000/- (Rupees Five Lakhs) in the form of an Account Payee DD or Fixed Deposit Receipt or a Bank Guarantee Bond from a Nationalized/ Scheduled Bank in the Performa as per Annexure-V of the Bid document which would be valid up to a period of Six Months beyond the date of completion of all contractual obligations and no interest shall be payable on performance security on its release.

23.2 The Authority /Department in its discretion may forfeit the entire Performance Security in all such cases, and not limited to following cases, where

- (i) There is considerable loss of property due to theft or damage or recurrence of theft.
- (ii) There - are instances of exploitation/coercion of the Catering Personnel like underpayment, duty hours beyond the prescribed limits in statute etc.
- (iii) - There is material violation of any of the contract conditions as per this bid document.
- (iv) There is an event of default
- (v) The Contractor after giving its consent for extension of contract period, later refuses to accept extension of contract period or fails to perform during the extended period

24. TERM AND EXTENSION OF CONTRACT:-

The term of this contract shall be for a period of one year from the date of signing of the contract extendable for one more year upon mutual agreement.

24.1 The Authority / Department reserves the sole right to grant any extension to the term mentioned above and in this regard shall notify in writing to the Contractor at least one month before the term expires. The decision to grant or refuse the extension shall be at the Authority / Department's discretion and such extension of the contract, if any, shall be on the same terms and conditions. The extension can be given for a minimum period of three months at a time and total extension will not be given for period more than one year.

24.2 Where the Contractor is of the view that no further extension of the term be granted to him, the contractor shall notify the Authority / Department of its decision at least 3(three) months prior to the expiry of the term / extended term. Upon issuance of such notice, the Contractor shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Authority / Department shall either appoint an alternative agency or create its own infrastructure to operate such Services as are provided under the Contract.

24.3 At least two months prior to the end of term / extended period, the SEC may seek consent from the Contractor for extension of contract period. The Contractor shall intimate its consent in writing within one week of receipt of the letter from the State Election Commission. In case Contractor gives its consent and agrees for extension contract period, shall not be permitted to withdraw its consent. In case Contractor refuses or fails to perform during the extension period granted by the State Election Commission upon receipt of the consent, the Performance Security is liable to be forfeited as damages and compensation without and without prejudice to any other right or remedy which the/Authority may have under the Bidding Documents, the Agreement or under applicable law, including blacklisting / debarment of the Firm.

25. TERMINATION:-

The Authority / Department may terminate this Contract in whole or in part by giving the Contractor a prior and written notice of one month indicating its intention to terminate the Contract for any reasons whatsoever but not limited to following circumstances only:-

(i) Where the Authority / Department is of the opinion that there has been such event of default on the part of the Contractor/Contractor's team which would make it proper and necessary to terminate this Contract and may include failure on the part of the Contractor to respect any of its commitments with regard to any part of its obligations under this Contract.

(ii) Where it comes to the Authority / Department's attention that the Contractor is in a position of actual conflict of interest with the interests of the Authority / Department, in relation to any of terms under this Contract.

(iii) Where it comes to the Authority / Department's attention that the contractor furnished incorrect or false information at any time.

(iv) Termination for insolvency: the Authority / Department may at any time terminate the Contract by giving written notice to him, without compensation, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Authority / Department.

(v) The Contractor may, subject to approval by the Authority / Department, terminate this Contract before the expiry of the term by giving the Authority / Department a prior and written notice at least 3 months in advance indicating its intention to terminate the Contract.

(vi) The contractor's events of defaults shall also include the following:-

- a) - The Contractor fails to maintain Performance Security or replenish in event of partial/full appropriation.
- b) - The service level specifications as laid down in the agreement are not met by the Contractor.

26. CONSEQUENCES OF TERMINATION:-

In the event that the Authority / Department or the Contractor terminates the Contract, pursuant and depending on the event of default, compensation shall be decided by the Authority / Department as the services provided by the Contractor that have been accepted by the Authority / Department. In case of termination of contract due to default on the part of the contractor, the Authority / Department reserves the right to forfeit the performance security of the contractor by encashing it in the Authority / Department's favour.

27. JURISDICTION OF COURT:-

The Courts in Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

Section 4 : Special Conditions of Contract and Service Levels -

1. ANTECEDENT VERIFICATION:-

Before actually deploying the Catering Personnel, the Contractor shall inform the Authority / Department in writing that the antecedents of the Catering personnel to be deployed have been duly verified and further the copies of the police verification will be submitted. The Contractor shall also provide to the Authority / Department curriculum vitae (CV) of the personnel to be deployed. The CV will contain such information as name, age, parentage, permanent/present residential address, marital status and next of kin, UIDAI number etc.

2. UNIFORM AND DRESS:-

The personnel engaged by the contractor shall be dressed in neat and clean uniform with proper name badges, failing which a penalty of Rs.500/- for each occasion per person will be imposed on the Contractor. Habitual offenders in this regard shall be withdrawn from the deployment. The penalty on this account shall be deducted from the Contractor's bills. (while quoting the financial bid, the contractor is advised to properly factor in the cost towards the uniform & dress).

3. DISCIPLINE AND COURTESY:-

The personnel engaged have to be courteous with pleasant mannerism in dealing with the Authority / Department officials, patients and members of public and should project an image of utmost discipline. The Authority / Department shall have right to have any person removed in case of staff complaints or as decided by representative of the Authority / Department if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange suitable replacement in all such cases.

4. BILL AND ITS PAYMENT:-

4.1 The Contractor will raise bill after completion of the General Election of the three MCD's -2017. All bills and challans will be duly verified by the Returning Officer concerned or by the person authorized by the Commission

4.2 The Contractor will serve the bills which are completed in all respect, department will make the payment within next 15 days provided the bill is complete in all respect including account of the payments made for statutory compliance under applicable laws. The bill will show separately the Service Tax chargeable from the Authority /Department. The Contractor shall also submit the proof of having deposited service tax by way of presenting copy of challan receipt which should show such amount that must tally with the service tax collected from the Authority / Department. For this purpose, the Contractor will not mix up payment of service tax collected from this Authority / Department with those of any other Authority / Department where the Contractor might be providing services.

4.3 Disputed amount in the bill on which clarification is required shall be withheld till the time it is sorted out. However, rest of the amount shall be released by due date as mentioned above in Clause 4.2.

4.4 Payments to the Contractor shall be made by cheque/ Electronic transfer to the Contractor's account for which purpose the contractor shall furnish the complete Bank account details.

4.5 Any damage or loss caused by Contractor's personnel to the Authority / Department in whatever form or any penalties imposed on the Contractor would be recovered from the Contractor from its running bill or dues or against the performance guarantee.

4.6 No advance payment will be paid to the contractor.

5. - SERVICE LEVEL SPECIFICATIONS & PENALTY:-

1. - The agency shall ensure timely distribution of prescribed food to the Election Staff.
2. - The agency shall provide entire kitchen services comprising of procurement, of raw materials, preparation and serving of all Meals like Breakfast, Lunch, Dinner, Tea etc. for staff.
3. - The meals served would be of best quality standards on all days as per prescribed diets and requirements of the Commission. The agency shall have to adhere to the prescribed diet scales including provision of special diets.
4. - Chapatis served should be wrapped in aluminum foils.
5. - The agency shall use the non-perishable raw materials like cereals, pulses, flour, cooking oil and masala etc of AGMARK quality only and shall store at least 15 days stock and shall be stored in hygienic way in the manner that it does not get spoiled.
6. - Agency shall be responsible for maintaining temperature and atmospheric conditions suitable for raw material and cooked food at desirable levels.
7. The equipments/appliances used for cooking / storage must be of reputed brand or ISI marked like deep fridge, domestic refrigerator, mixer and grinder, gas stove etc.
8. - The agency shall submit the list of equipments/appliances and their lay out plan.
9. - The agency shall arrange on its own utensils for cooking, serving plates, thalis, cups, spoons etc.
10. The agency shall -be responsible for collection of utensils from various areas in time and their washing and drying at a designated place. The material used for washing / cleaning of utensils must either be ISI marked or from reputed house.
11. The agency shall be responsible for keeping the kitchen premises neat and clean all the time and specially the drains and sinks free of the raw or prepared materials.
12. The waste material generated while preparing food and leftover food items shall be kept covered at a designated place and disposed of in sealed bags outside of the Commission/site office provided by the Commission upto Municipal Dhalao.
13. Only gas based cooking is allowed and electricity will not be allowed for cooking purposes. The Gas connection must be commercial and no. of cylinders must be adequate to ensure uninterrupted services. Proof of commercial connection has to be submitted
14. The staff deployed will have to be provided uniform, name badges and protective devices like aprons, caps, gloves etc. All should be neat and clean and cost on this account will be borne by the contractor who is advised to factor in this cost while quoting the price bid.
15. The agency should have a regular supervision mechanism of services being provided by them and shall submit the desired information whenever required.
16. The agency shall be responsible for submission of desired information from time to time.

Following penalties can be imposed:

1. - A penalty of Rs. 200/- (Rs. two hundred only) if the workers are found without uniform or protective wears on each occasion.
2. - A penalty of Rs. 500/- (Rs. five hundred only) if there is any complaint regarding misbehavior with staff or patient or relative on each occasion.

3. - A penalty of Rs. 1,000/- (Rs. one thousand only) on each occasion when it is found that food has been served late and beyond reasonable time. It will also apply when prescribed diets are not served.
4. - A penalty of Rs. 200/- (Rs. two hundred only) on each occasion if the kitchen premises, cooking appliances etc. are found unclean.
5. - A penalty of Rs. 5000/- (Rs. five thousand only) if food quality is found sub-standard on each occasion in addition to replacement of food.
6. - A penalty of Rs. 500/- (Rs. five hundred only) if quality of raw materials, cleaning material is not found as defined in the scope of work.
7. - A penalty of Rs. 500/- (Rs. five hundred only) if waste material is not found covered or stored in a designated place or if found dumped within the Commission or site provided by the Commission premises.
8. - A penalty of Rs. 2000/- (Rs. two thousand only) on each occasion if it is found that food is being cooked on electrical appliances.
9. - If the wages to the employees are not disbursed through ECS then penalty of Rs.1000/- per employee shall be charged for every month default.

Violation as mentioned above if observed more than three times, the quantity of the penalty will be doubled in respect of 1- 9. Further violation may lead to forfeiture of performance security and debarring/blacklisting for future participation in such tenders for any of the above failures.

All the penalties will be imposed on the Contractor and shall be recovered either by way of adjusting against arrears of payments or running bills or through direct payments. All penalties will be calculated and levied independent of each other.

6. - PENALTY:-

6.1 In addition to the penalty mentioned in Clause 5 above, the following penalties may also be imposed on the contractor.

6.2 In case the Contractor fails:-

- a) to commence/execute the work as stipulated in the agreement, or
- b) if the performance continues to be unsatisfactory even after giving it a notice for putting the things in order for satisfactory performance, or
- c) if he does not meet the statutory requirements of the contract even after giving it a notice for putting the things in order to meet the statutory requirements,

6.3 - Authority / Department reserves the right to impose the penalty as detailed below: -

- (i) - For delay upto 1 hours, penalty will be imposed at the rate of 20% of the daily contract value calculated for each day of delay.
- (ii) - For delay beyond 1 hours, and repeated twice, the Authority / Department in addition to imposing penalties at the rate as mentioned in (i) above reserves the right to cancel the contract and get the job carried out from other sources. The additional financial implication in this regard, if any, may be recovered from the defaulting Contractor. The Contractor may also be black listed for a period up to maximum 4 years and his earnest money/security deposit may be forfeited, if so warranted.
- (iii) - The Authority/Department may forfeit the performance security of the contractor in case of any of the defaults.

7. CONTROL ROOM:-

The Contractor should have control room service located in Delhi along with quick response teams to deal with emergent situations.

8. RISK PURCHASE

In the event of the contractor failing to provide the requisite services as per the contract the Authority /Department reserves the right to procure the services from any other source at the cost of the contractor. The Authority /Department shall retain the right of forfeiture of the performance security and the outstanding claims or any other actions as deemed fit.

Section 5: Scope of Services -

1. State Election Commission, NCT of Delhi & UT Chandigarh, has its premises located at Nigam Bhawan & other sites authorized by the Commission in the GNCT of Delhi. The Contractor will be required to provide Catering services to the premises/sites specified by the Commission without any extra charges. The period of contract shall be for One year but if so required by the Authority/Department it may be extended up-to maximum one year in spells of maximum six months at each time.

2. Function & Role:-

- i) Preparation of Hygienic Food in the Kitchen Area provided by the Commission authorities.
- ii) Proper washing and all procedures associated with washing of the Utensils.
- iii) Timely distribution of hygienically cooked food.

3. MONITORING:-

Monitoring and evaluation of the quality of services being provided will be undertaken by the Commission as under-

- A committee will be constituted by the Secretary, SEC for supervision of services on following aspects-
 - A. Time schedule
 - B. Diet scales
 - C. Types of diets
 - D. Storage facilities
 - E. Cleanliness of the premises
 - F. Taste of Food
 - G. any other aspect as deemed fit

Action as per terms and conditions will be initiated if there are deficiencies pointed out by the authorized persons or the committee in the matter.

Deficiencies if any, will be recorded in the register by the authorized person. The register will have to be made available to Dy. Secretary, SEC from time to time for appropriate action as deemed fit under the terms and conditions of the contract. Dietitian will bring the deficiencies into the knowledge of the Secretary, SEC on regular basis

- The Contractor shall be responsible for the supervision of their staff.

Section 6: Eligibility Conditions -

1. - Eligibility conditions / Pre Qualification Criterion:-

The Bidder should fulfill the following eligibility conditions:-

(A) - General/Legal Requirements:-

- (i) - It should have at least one office located in Delhi.
- (ii) - It should have control room with a dedicated telephone.
- (iii) - It should have valid registration for Service Tax.
- (iv) - It should possess the PAN number.
- (v) - It should have filed IT returns of last two years.
- (vi) - It should not have been blacklisted.
- (vii) - It should have valid registration for DVAT

The validity of the above said certificates of registrations will be seen with reference to the last date of bid submission schedule.

(Note:- The Authority /Department at its discretion may seek any clarifications, obtain additional documents in respect of above within 07 days of issue of letter of clarification by the commission . The letter will be issued by email, so the Bidder is encouraged to provide correct and valid email ID in the application).

(B) - Financial capabilities:-

The bidder should have for the two years an average annual turnover of not less than Rs. 30.00 Lakhs per annum

(C) - Experience in Catering Services:-

The bidder should be providing such catering services to following categories of clients located in India:-

“The bidding agency should be in business of providing kitchen services/catering services since at least last two years in Govt. Deptt./PSU/\Govt. autonomous body.

Bid Form
(Scanned copy to be uploaded)

Affix duly attested
Passport size recent
photograph of the authorized person

1. - Name of the Authority / Department issuing NIT_____
2. - Name of the Bidding Firm _____
3. - Constitution of the Bidding Firm (i.e. whether proprietorship, partnership or a company under the Indian Companies Act 1956 or trust or society)_____
4. - Name of the office-bearers of Bidding firm_____
 - i. - Proprietor in case of proprietorship
 - ii. - All partners in case of partnership
 - iii. - All Directors in case of company -
 - iv. - All governing body members in case of trust / society -
5. - Address of the Bidding Firm
 - i. Head Quarter
 - ii. Delhi Office
6. - E-mail address of the bidding firm & authorized signatory for correspondence_____
7. - Details of person authorized to bid
 - i. Name & Designation.....
 - ii. Address _____
 - iii. Telephone No. _____
 - iv. Mobile No. _____
 - v. Power of attorney for authorization (to be enclosed with this form)
8. - Service Tax Registration No. (i) Date of issuance _____ (ii) Date upto which valid _____
9. - PAN card Number of Bidding Firm:(i) Date of issuance_____
10. - Registration No. & date/year of Certificate of Incorporation of Registration under Indian Companies Act (if applicable)-----
11. Details of EMD :
 - (a) Amount: Rs_____ -
 - (b)DD/FDR/BG. No._____ Date _____ -
 - (c) Name of issuing bank & Branch _____
12. - Annual Turnover (As per the audited account),
 - i. Financial 2014-15: -----
 - ii. Financial 2015-16: -----
 - iv. Total turnover of last two Financial years (i.e. sum of (i)+(ii) : -----
 - v. Average annual turnover for last two years: -----
(i.e. total turnover divided by 2)
13. It shall comprise of following types of documents in support of credentials/experience and will be uploaded along with the Technical Bid Form (Annexure-II):-
 - (iv) Copy of the Work Order and/or Copy of the agreement (Part pages of the work order or agreement shall not be acceptable)
 - (v) Annual value of contract certified from the chartered accountant (duly signed with registration number of the CA and rubber seal of the CA) in respect of each client.
 - (vi) Certificate or letter issued by the clients under the signature and office seal of a competent official of the said client in favour of the bidding firm declaring that the Contractor / Service Provider / Agency satisfactorily commenced the Contract and performance of the bidding firm has been or was satisfactory during the contract period of engagement and that the contract was not terminated prematurely i.e. not before the term of contract.

(Failure to submit such certificates from clients will earn zero marks even if supporting documents as mentioned in (i) and (ii) above are given)

14. - Date of filing IT Return:-
(i) - Financial Year 2014-15 Date ____
(iii) - Financial Year 2015-16 Date ____
15. - Vat No.
16. - Control Room
i. Address _____ -
ii - Telephone Number(s) _____
17. - Declaration by the bidder:

I/We _____ R/o _____ am/are authorized to sign & upload the bid documents on behalf of the bidding firm M/s. _____. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions contained in this Bid document and undertake to abide by them. I/We further declare that

- (i) - Our bidding firm has not been blacklisted or debarred any time as on the date of submission of bid.
- (ii) - none of the Proprietor / Partners / Directors of the Bidder, have been or are associated with any of the Business entity in a similar capacity, which (Business Entity) has been blacklisted or debarred as on the date of submission of bid.
- (iii) - No criminal case is pending against the firm by any of the clients.
- (iv) - I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for bidding.
- (v) - I/ We do not have any conflict of interest in accordance with Clause 6(B) of the Section 2.
- (vi) - I/ We certify that in the last two years, we/any Consortium Member or our/their Associate have not been blacklisted or debarred on any contract by any client or by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, Consortium Member or Associate, as the case may be
- (vii) - I/ We certify that, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a government authority which could cast a doubt on our ability to undertake the Kitchen & Dietary services or which relates to a grave offence.
- (viii) - I/ We further certify that we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

Signature _____
Name of the authorized person _____
(Seal of the bidding Firm)

Note:-

- (1) - No column should be left blank.
- (2) - In case, there is more than one office in Delhi, then the bidder shall provide addresses of all offices in col.no.5 above.
- (3) - EMD shall be deposited physically with the Caretaker at Room No.03, Ground Floor, Nigam Bhawan, Kashmere Gate Delhi-6, before the last date & time of bid submission in a sealed envelope duly super-scribed with the NIT number and its subject. However, scanned copy of the EMD must also be uploaded

Check-list for uploading the documents

1. - Power of Attorney in favour of authorized person signing the bid.
 2. - Service Tax Registration
 3. - PAN Card
 4. - Vat No
 5. - Registration under Indian Companies Act (if applicable) or partnership Deed
 6. - Copy of EMD
 7. - Audited Balance Sheet of last two financial years showing average turnover of Rs.30 lakhs duly certified by CA.
 8. - Copy of Income-tax return of bidding firm for last two years duly acknowledged by the IT Deptt.
 9. - Undertaking as per Annexure-VI
 10. Power of Attorney in favor of Lead member, Joint bidding agreement, consortium members details (Annexure VIII, IX, X) in respect of Consortium.
 11. Affidavit of clean track record / no criminal liability in Rs.100/- stamp paper as per Annexure-XI.
12. Documents to be submitted in support of the work i.e Copy of the work order & / or Copy of agreement / copy of satisfactory performance certificate.
13. The Authority/Department can seek clarifications on the documents uploaded by the bidder in order to correctly do technical evaluation. It can also accept additional documents (authentic historical documents as existing in the records or in public domain before bid due date; certificates from statutory auditors or any other valid document, in support of submission / claim or for purpose of verification of submissions / claim) in support of clarifications but in no circumstances can accept additional documents which are going to add to the number of clients or any technical evaluation criteria already submitted with the bid for the purpose of clause (D) above

Signature _____
Name of the Authorized Person _____
Office Seal of the Bidding Firm _____

Technical Bid Form -

- 1.** - Power of Attorney in favour of authorized person signing the bid.
 - 2.** - Service Tax Registration
 - 3.** - PAN Card
 - 4.** - Vat No
 - 5.** - Registration under Indian Companies Act (if applicable) or partnership Deed
 - 6.** - Copy of EMD
 - 7.** - Audited Balance Sheet of last two financial years showing average turnover of Rs.30 lakhs duly certified by CA.
 - 8.** - Copy of Income-tax return of bidding firm for last two years duly acknowledged by the IT Deptt.
 - 9.** - Undertaking as per Annexure-VI
 - 10.** Power of Attorney in favor of Lead member, Joint bidding agreement, consortium members details (Annexure VIII, IX, X) in respect of Consortium.
 - 11.** Affidavit of clean track record / no criminal liability in Rs.100/- stamp paper as per Annexure-XI.
12. Documents to be submitted in support of the work i.e Copy of the work order & / or Copy of agreement / copy of satisfactory performance certificate.
13. The Authority/Department can seek clarifications on the documents uploaded by the bidder in order to correctly do technical evaluation. It can also accept additional documents (authentic historical documents as existing in the records or in public domain before bid due date; certificates from statutory auditors or any other valid document, in support of submission / claim or for purpose of verification of submissions / claim) in support of clarifications but in no circumstances can accept additional documents which are going to add to the number of clients or any technical evaluation criteria already submitted with the bid for the purpose of clause (D) above

Signature _____
Name of the Authorized Person _____
Office Seal of the Bidding Firm _____

FINANCIAL BID FOR CATERING SERVICE

Tender Inviting Authority : State Election Commission				
Nature of Work : NIT for catering Services				
Tender ID :				
Bidder Name :				
SCHEDULE OF WORKS (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, Else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)				
S.No	Items of work	No.	Unit	Rates
1	Tea	1	Per Cup	
2	Coffee	1	Per Cup	
3	VEGERARIAN BREAKFAST: Allo Subzi/Chhole with four Puri and Achar or Two Vada and two Idli with Sambhar normal size) or Three Kachori (normal size) with Allo Sabzi with packed drinking water	1	Per Person	
4	VEGETARIAN LUNCH/DINNER: Buffet Style Two Vegetables, One Paneer dish, Dal, Pulao Rice, Raita, Chapati, Salad, pickles and one sweet + Packed Drinking water	1	Per Person	
5	PACKED FOOD: (Thali) (to be supplied at the location specified by the Commission) One Vegetable, Rayata, Dal, Plain Rice, 03 Chapati/04 Puris, salad, pickle, one sweet.	1	Per pkt.	
6	HI TEA: Pakora (Aaloo or Paneer or Gobhi or any other seasonal veg) Biscuits, Dhokla, Cutlets or Samosa tea or coffee	1	Per person	
7	Purified Drinking Water (20 Ltrs Jar) With Dispenser Jar	1	per jar	
8	Purified Drinking water (Packed glasses)	1	Per Glass	
9	Purified Drinking water (One Liter bottle)	1	Per bottle	
10	Purified Drinking water (Half liter bottle)	1	Per bottle	
11	Cooked Rice with Dal or Rajma or Chhole (Rice 250gm, Dal 150 gm)	1	Per plate	
12	Tea with stuffed Bread Pakora or Samosa	1	Per Person	
13	Tea with 4 Cookies and wafers	1	Per person	

Note:-

1. - The rate quoted should be inclusive of all types charges & taxes which will be paid by the Department to the Contractor at applicable tax tariff.
2. - It may be carefully noted that this is a lump sum contract including components as indicated above. The bidders are accordingly advised to take into account the inflation, changes in the wage rates or change in any law while submitting the Financial Quote. The quoted price shall be firm and final and no revision shall be allowed during the contract period on any grounds such.

3. The evaluation criteria for financial bids:-

The bidders shall quote the price in INR. The bids will be evaluated on the basis of sum total of the price quotations provided in the above table. Contract will ordinarily be awarded to the lowest evaluated bidder 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 document. In case the quoted prices are same for two or more bidders, in that case the bidder whose technical bid score is higher will be declared successful. If, even the technical scores also tally, then in that case lottery system will be adopted for selection of the successful bidder from among the L-1 bidders.

FORM OF AGREEMENT

THIS AGREEMENT is made on the ___ day of _____
(Month)_____(Year) Between the Lt. Governor, NCT of Delhi through DY SECY. STATE ELECTION COMMISSION (hereinafter called "the Authority / Department" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND _____ (Name and address of the contractor) through Shri _____, authorized representative (hereinafter called "the Contractor" which expression shall, unless excluded by or Repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Catering services to the State Election Commission GNCT Of Delhi.

NOW THIS AGREEMENT WITNESS as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Contract conditions and service level of the contract hereinafter referred to as bid documents.
2. 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. General/Special conditions of contract and service level;
 - c. Notice inviting Tender;
 - d. Financial Bid;
 - e. Scope of service;
 - f. Addendums, if any; and
 - g. Any other documents forming part of the contract.
3. This Agreement is for a normal contract period of 1 year unless terminated earlier as per the contract conditions. This is extendable also for an additional period upto one year maximum and each time extension shall be for a minimum of three months.
4. The Contractor agrees that in course of providing the requisite services, it will deploy adequate number of catering personnel for rendering the catering Services and they shall be the employees of the Contractor for the purpose of this Agreement and not of the Authority / Department.
5. In consideration of the payments to be made by the Authority / Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Authority / Department to execute and provide the catering services w.e.f _____ as per the provisions of this Agreement and the bid documents. The Contractor also agrees that it will ensure that no security breach takes place on the premises.
6. The Authority / Department hereby covenants to pay the Contractor in consideration of the execution and completion of the services as per this Agreement and tender document at the rate of Rs.____ (Rupees (in words) after completion of the work. The service tax shall be paid over and above the aforementioned amount which the Contractor shall regularly pay to the Service Tax Authority / Department.

IN WITNESS WHEREOF : the parties hereto have signed the Agreement on -
the day and the year written above.

For and on behalf of the
Contractor

For and on behalf of the
Lt. Governor, NCT of Delhi

Authorized Signatory

Authorized Signatory

(Name:)
(Designation)

(Name:)
(Designation:)

Seal of Contractor
Department

Seal of Authority / commission /

1. Witness_____

(From the Authority / commission / Department side)

 Name_____

 Address_____

Telephone

No:_____

2. - Witness_____

(From the Contractor side)

 Name_____

 Address_____ -

 Telephone No:_____

(Note: - The Authority / Department should ensure that the person signing the agreement on behalf of contractor should be either proprietor himself or one of the authorized partners or one of Directors in case of bidding company)

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(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 _____ (Name of the Authority / Department) (hereinafter called the "Authority / Department") of the other part.
 2. WHEREAS _____ (Name of the Authority / Department) has - awarded the contract for Security services contract at agreed rates (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 Employer 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 Authority / 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 - Authority / Department, the Bank is engaged to pay the Authority / Department, any amount up to and - inclusive of the aforementioned full amount upon written order from the Authority / Department to - indemnify the Authority / 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 Authority / 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 Authority / 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 _____ 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 Authority / 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 Authority / 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 Authority / Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Authority / Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions “the Authority / 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_____

**(ON A STAMP PAPER of Rs.100/-)
(to be uploaded on e-tender platform)
UNDERTAKING**

To

(Designation of officer issuing NIT) -

Name of the Bidding firm/Agency_____ -

Name of the tender_____ Due date:_____ -

Sir, -

1. I/We hereby agree to abide by all terms and conditions laid down in bid 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 to abide by the said terms and conditions.

3. In case of non-compliance of any of the terms and conditions laid down in the bid document & agreement, the Authority / Department may take necessary action against us as deemed fit under the provision of law.

Signature_____ -

(Name of the Authorized person) -

Name and Address of the Bidding Firm_____ -

Telephone No._____ -

Date_____ -

Seal of the Bidding Firm -

Details of Consortium separately for Lead Member and other member

1. - Name of the Firm _____ (Mention if it is Lead member)
2. - Constitution of the Bidding Firm (i.e. whether proprietorship, partnership or a company under the Indian Companies Act 1956) _____
3. - Name of the office-bearers of Bidding firm _____
 - i. - Proprietor in case of proprietorship
 - ii. - All partners in case of partnership
 - iii. - All Directors in case of company
4. - Address of the Bidding Firm
 - i. Head Quarter
 - ii. Delhi Office
5. - E-mail address of the bidding firm for correspondence _____
6. - Service Tax Registration No. (i) Date of issuance _____ (ii) Date upto which valid _____
7. - PAN card Number of Bidding Firm:(i) Date of issuance _____

Joint Bidding Agreement in case of Consortium

JOINT BIDDING AGREEMENT

(Refer Clause 4.6.1 of section 2)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 2016

AMONGST

1. - {..... Limited, a company incorporated under the Companies Act, 1956}* and having its registered office at (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. - {..... Limited, a company incorporated under the Companies Act, 1956}* and having its registered office at (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

(A) - _____, represented by its _____ and having its principal office at _____ (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications") by its tender document No. dated for 'catering' in _____ RO office in Delhi

(B) The Parties are interested in jointly bidding for the Kitchen & Dietary Services as members of a Consortium and in accordance with the terms and conditions of the tender document and

(C) It is a necessary condition under the tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

* This should be modified by the Applicant according to its legal status namely a Partnership, Proprietorship, Society, Trust, Section-25 of Company Act

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Request for Proposal document.

2. Consortium

- 2.1 - The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Kitchen & Dietary Services.
- 2.2 - The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Kitchen & Dietary Services, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Kitchen & Dietary Services, the SPV as per the terms of BID DOCUMENT will enter into an Agreement with the Authority and for performing all its obligations as the Service Provider in terms of the Agreement for the Kitchen & Dietary Services.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the expiry/termination of Agreement.
- (b) All the lead members will have to meet the Technical Capacity and pre-qualification criteria on its own capacity.
- (c) Party of the Second Part shall be the Member of the Consortium;

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Kitchen & Dietary Services and in accordance with the terms of the tender document, and in accordance with the Agreement.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) -Such Party is duly organised, validly existing and in good standing under the law of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
- (i) - require any consent or approval not already obtained;
- (ii) - violate any Applicable Law presently in effect and having applicability to it;

- (iii) violate the memorandum and articles of association, by-laws or other applicable - organisational documents thereof;
- (iv) - violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage Agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (v) - create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this -Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) -there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
- (e) The members will comply with equity requirements during the Term of Agreement as per the BID DOCUMENT.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the expiry/termination of the Agreement is case the work is awarded to the Consortium. However, in case the Consortium is either not pre- qualified or does not get selected for award, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the EMD by the Authority to the Bidder, as the case may be.

8. Miscellaneous

8.1 This Joint Bidding Agreement shall be governed by laws of India.

8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:	SECOND PART by
(Signature)	Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

In the presence of:

- 1.
- 2.

Notes:

1. -The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. - Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. - For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Power of Attorney for Lead Member of Consortium

Whereas the _____ (“the Authority”) has invited applications from interested parties for the ‘ _____’).

Whereas, _____, and _____ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the tender in accordance with the terms and conditions of the tender and other connected documents in respect of the tender, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the tender and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____ having our registered office at _____, M/s. (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Kitchen & Dietary Services and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the tender, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Kitchen & Dietary Services and/ or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS -
POWER OF ATTORNEY ON THIS DAY OF 2..... -

For (Signature) -

..... (Name & Title) -

For (Signature)

..... (Name & Title)

Witnesses:

1.

2.

..... (Executants)

(To be executed by all the Members of the Consortium)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

MODEL BANK GUARANTEE FORMAT FOR BID SECURITY

To -

The _____ -

WHEREAS -

(name and address of the bidder) (hereinafter called "the Applicant ") has undertaken to submit -
proposal/application for the NIT no..... dated to provide -
_____ services (herein after called "the Services "). -

AND WHEREAS it has been stipulated by you in the said contract that the Applicant shall -
furnish you with a bid security in the form of bank guarantee by a scheduled commercial bank -
recognized by you for the sum specified therein as security for compliance with its obligations -
in accordance with the NIT/tender terms and conditions; -

AND WHEREAS we have agreed to give the Applicant such a bank guarantee; -

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of -
the Applicant , up to a total of Rs.2,00,000/- (Rupees Two Lakhs only), and we undertake to pay
you, upon your first written demand declaring the Applicant to be in default under the tender
terms and conditions and without cavil or argument, any sum or sums within the limits of
(amount of guarantee) as aforesaid, without your needing to prove or to show grounds or
reasons for your demand or the sum specified therein.

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

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

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

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

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

**CRIMINAL LIABILITY UNDERTAKING / AFFIDAVIT -
ON A STAMPPAPER OF RS.100/-**

I, _____ S/o, W/o, D/o _____ -

Resident of _____

Do solemnly pledge and affirm.

1. - That I am the proprietor / partner / authorized signatory of

M/s _____.

(i) -That the above said firm has not been declared defaulter by any government agency and that no case pertaining to violation of Income Tax Act, VAT Service Tax / Labour Laws is pending against the agency.

2. - That no criminal case is pending against the above said firm.

3. - That in above said firm has not been black-listed / debarred by any government department from participating in tendering process.

DEPONENT

VERIFICATION

Verified at _____ on this _____ day of _____ that the contents mentioned above are correct and true to the best of my knowledge and nothing has been concealed therefrom.

DEPONENT