



**NAME OF TENDER INVITING AUTHORITY:**

**UTTARAKHAND STATE DISASTER MANAGEMENT AUTHORITY**

**DEPARTMENT OF DISASTER MANAGEMENT**

**GOVERNMENT OF UTTARAKHAND**

**ADDRESS: USDMA BUILDING, 36, IT PARK, SAHASTRADHARA ROAD, DEHRADUN-248013, UTTARAKHAND**

**NAME OF TENDER:**

**ENGAGEMENT OF AGENCY/FIRM FOR PROVIDING  
CANTEEN/CATERING SERVICES ETC. AT  
UTTARAKHAND STATE DISASTER MANAGEMENT  
AUTHORITY (USDMA) BUILDING, 36 IT PARK,  
SAHASTRADHARA ROAD, DEHRADUN- 248013,  
UTTARAKHAND**

**REF No.: 04/SERVICES/CANTEEN/USDMA/2024**

**TENDER INVITING AUTHORITY**

**NAME OF THE EMPLOYER : ACEO (ADMIN), USDMA**  
**ADDRESS : USDMA BUILDING, PLOT No. 36, IT PARK,  
SAHASTRADHARA ROAD, DEHRADUN- 248013,  
UTTARAKHAND (U.K.)**

**DATE OF ISSUANCE OF TENDER:**

**20<sup>TH</sup> SEPTEMBER 2024**

## DISCLAIMER

The information contained in this Tender document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by Uttarakhand State Disaster Management Authority (USDMA) or any of their employees is provided to Bidder(s) on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided.

This Tender document is not an agreement and is neither an offer nor invitation by USDMA to the Bidders or any other person. The purpose of this Tender document is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this Tender document (the "Bid"). This Tender document includes statements, which reflect various assumptions and assessments arrived at by the bidder in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations, studies and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document and obtains independent advice from appropriate sources.

Information provided in this Tender document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. USDMA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

USDMA, makes 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 Tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Bid Stage. USDMA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender document.

USDMA 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 Tender document. The issue of this Tender document does not imply that it is bound to select a Bidder or to appoint the Preferred Bidder, as the case may be, for the Project and reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

USDMA reserves all the rights to cancel, terminate, change or modify this selection process and/or requirements of bidding stated in the Tender document, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

## CONTENTS

<b>SL. No</b>	<b>SECTION/ ANNEXURES</b>	<b>DESCRIPTION/ CLAUSE</b>	<b>PAGE No.</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1	-	<b>NOTICE INVITING TENDER</b>	04 - 06
2	<b>SECTION-I</b>	<b>INSTRUCTIONS TO BIDDERS</b>	06 - 14
3	<b>SECTION - II</b>	<b>DETAILED TERMS &amp; CONDITIONS AND SCOPE OF WORK ALONG WITH SCHEDULE A &amp; B</b>	15 - 18
4		<b>SCHEDULE - A</b>	19 - 23
5		<b>SCHEDULE - B</b>	24
6	<b>SECTION-III</b>	<b>ELIGIBILITY CRITERIA</b>	25 - 26
7	<b>SECTION-IV</b>	<b>CONDITIONS OF CONTRACT</b>	27 - 39
8	<b>ANNEXURE- 1</b>	<b>FORMS &amp; FORMATS</b>	40 - 43
9		<b>FINANCIAL BID SUBMISSION FORM</b>	44 - 47
10	<b>ANNEXURE-2</b>	<b>ARTICLE OF AGREEMENT</b>	48 - 50
11	<b>ANNEXURE-3</b>	<b>PERFORMANCE SECURITY DEPOSIT FORMAT</b>	51

## NOTICE INVITING TENDER

Uttarakhand State Disaster Management Authority (USDMA) invite E-tenders from established Integrated Facility Management Contractors for **PROVIDING CANTEEN/CATERING SERVICES ETC. AT USDMA BUILDING. 36 IT PARK, SAHASTRADHARA ROAD, DEHRADUN-248013, UTTARAKHAND**

1.	Name of Work	<b><u>ENGAGEMENT OF AGENCY/FIRM FOR PROVIDING CANTEEN/ CATERING SERVICES ETC. AT USDMA BUILDING. 36 IT PARK, SAHASTRADHARA ROAD, DEHRADUN- 248013, UTTARAKHAND</u></b>
2.	Cost of Tender Documents cum processing Fee (Non-refundable)	<b>Rs. 5,000/- plus GST @18% Total 5900/-</b> in DD form in the name of ACEO (Admin), USDMA payable at Dehradun
3.	Earnest Money Deposit (EMD)	<b>Rs 50,000/-</b> in the form of DD/Bankers Cheque/FDR/BG only issued by any Nationalized/ Scheduled Bank as per RBI Act, drawn in favor of “ <b>ACEO (Admin), USDMA</b> ” payable at Dehradun. EMD of unsuccessful contractors will be returned & EMD of the successful contractor will be returned on receiving Performance Security Deposit (PSD).  The Bid Security/EMD shall be valid for forty-five (45) days beyond the original validity period of the Bid, or beyond any period of extension.
4.	Performance security deposit (PSD)	The successful Contractor whose tender is accepted by the USDMA shall be bound to deposit <b>Rs. 1,00,000/-</b> as Performance security deposit (PSD) in the form of DD/Bankers Cheque/FDR/BG only issued by any Nationalized/Scheduled Bank favoring “ <b>ACEO (ADMIN), USDMA</b> ” payable at Dehradun.  The Performance Security Deposit shall be valid for forty-five (45) days after the date of completion of performance obligations or contract period.
5.	Date for Downloading of Tender Document (Technical and Financial Bid)	20/09/2024 from 10:00 AM  from Website: <a href="http://www.uktenders.gov.in">www.uktenders.gov.in</a>
	Last date of submission of Bid/downloading of the Tender Document from the e-portal	08/10/2024 upto 05:00 PM

6	Last date and time for receipt of written queries for clarification from bidders in Pre-bid meeting.	24/09/2024 upto 05:00 PM via Email: <a href="mailto:usdmauttarakhand@gmail.com">usdmauttarakhand@gmail.com</a>
7	Pre-Bid Meeting (Online/Offline)	25/09/2024 at 12:00 AM (Separate link shall be provided one day before)
8	Address for Pre-Bid Meeting	USDMA Building, 36 IT Park, Sahastradhara Road, Dehradun- 248013, (U.K.)
9	Last date & time for submission of bid (Technical & Financial) along with EMD, Cost of tender document cum processing Fee and other documents online as specified in the tender.	<p>Up to 05:00 PM on 08/10/2024</p> <p>Note:</p> <ol style="list-style-type: none"> <li>It is the sole responsibility of the bidder to ensure submission of the <b>Original Documents (Tender Fee, EMD, Power of Attorney, Affidavit for correctness)</b> along with the bid by the last stipulated date and time (08/10/2024 upto 05:00 PM) at the following address:  Room No. 509, 5<sup>th</sup> Floor, USDMA Building, 36 IT Park, Sahastradhara Road, Dehradun- 248013, Uttarakhand</li> </ol> <p>The USDMA shall not entertain bids received late due to any delay on account of delivery by the courier agency/speed post or any other mode for the reasons whatsoever. No grievance will be accepted in this regard.</p> <ol style="list-style-type: none"> <li>Tenders received without EMD shall be summarily rejected.</li> </ol> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li><b>MSME Exemption will be given as per the Uttarakhand State Government Norms. Relevant document/ Certificate needs to be submitted for claiming the exemption.</b></li> <li><b>Except MSME Registered firm(s) within the territory of Uttarakhand State, other bidders need to pay the Tender Fee as stated above.</b></li> </ul>
10	Address for submission and opening of Technical bid & Pre bid meeting	Room No. 509, 5 <sup>th</sup> Floor, USDMA Building, 36 IT Park, Sahastradhara Road, Dehradun- 248013, Uttarakhand
10	Date and Time of Opening of Technical Bid	09/10/2024; 11:30 AM at the above address
11	Date and Time of Opening of Online Financial Bid	Will be notified later via Email/USDMA's official website Website: <a href="http://www.uktenders.gov.in">www.uktenders.gov.in</a>

12	Bid Validity	<b>180 days from the last date of submission of bids on <a href="http://www.uktenders.gov.in">www.uktenders.gov.in</a></b>
13	Date of Commencement of Work	Within 10 days of issuance of Letter of Award (LoA)
14	Penalty/Liquidated damages	As per relevant clause in the tender document or as per the provisions stated in the Uttarakhand Procurement Rules 2017 (or as amended)

2. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.
3. USDMA reserves their rights to accept any or to reject all the tenders in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard.
4. Tenders can be downloaded from [www.uktenders.gov.in](http://www.uktenders.gov.in)
5. The Vendor shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages. Tender documents without seal and signature of the authorized tenderer are liable to be rejected.
6. The intending bidders are categorically advised to submit the prequalification documents strictly in the attached formats only. The information required should be neatly filled/typed in **each and every column and row** of the Formats. *The applications received with "partly filled formats" not containing desired information in each and every columns/points/row of various annexures shall be treated as INCOMPLETE and such applications shall be **summarily rejected without any reference to the bidder and at the bidder's risk and responsibility.***
7. For any queries regarding e-tendering process, the bidders are requested to contact through the modes given below:

S. No.	Particulars	Contact Number/ Email
1.	USDMA Office Contact Number	0135-2710334/335
2.	USDMA Official Email	usdmauttarakhand@gmail.com

8. Conditional tenders shall be summarily rejected.

**ACEO (ADMIN), USDMA  
USDMA Building,  
36 IT Park,  
Sahastradhara Road,  
Dehradun- 248013, Uttarakhand**

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## INSTRUCTIONS TO BIDDER

### 1. **Purpose:**

Contract for providing Canteen/ Catering Services In the O/o Uttarakhand State Disaster Management Authority (USDMA), at USDMA Building, 36 IT PARK, SAHASTRADHARA Road, Dehradun.

### 2. **Invitation:**

The bidders desirous of taking up the project for supply of above Services for USDMA are invited to submit their technical and commercial proposal in response to this Tender. We seek proposal from Bidders who have the necessary experience, capability & expertise to provide Maintenance and Housekeeping services or mentioned against respective building complexes adhering to USDMA requirement outlined in this Tender.

This Tender document is not an offer by USDMA, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the Tender process unless and until a formal contract is signed and executed by duly authorized official(s) of USDMA with the successful Bidder.

### 3. **Eligibility Criteria:**

Bid is open to all Bidders fulfill the eligibility criteria as per section III.

### 4. **Disclaimer:**

The bidding document provides overview of the requirements, bidding procedures and contact terms. It includes Introduction, Instructions to Bidder, Terms & Conditions of Contract, Eligibility Criteria, Technical Bid and Financial Bid.

The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. USDMA has made considerable effort to ensure that accurate information is contained in this Tender and is supplied solely as guidelines for Bidders. Furthermore, during the Tender process, USDMA is entitled to issue corrigendum to Tender (to be posted in website only) relevant to the Scope of Work. Nothing in this Tender or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the Tender or any addenda.

### 5. **Clarifications & Amendments:**

If deemed necessary the USDMA may seek clarifications on any aspect from the bidder. However, that

would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.

## 6. Bid Integrity:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the USDMA may take. All the bids with accompanying documents will become property of USDMA.

## 7. Procedure for Submission of Tender

- a) Tenderers are advised to go through the tender documents and understand all the provisions and stipulations contained therein before submitting the tender.
- b) The tenders shall be submitted as per the procedures and requirements stipulated therein.
- c) This tender is based on TWO-BID SYSTEM i.e. Technical Bid and Financial Bid. Therefore, the tender shall be submitted in two parts viz., Cover-A and Cover-B. Each part shall be placed in an independent sealed envelope and each part shall be super scribed as follows:

### Cover 'A'

#### "TECHNICAL BID COVER"

**Name of work:** *"Tender for Providing Canteen Services at USDMA Building, 36 IT Park, SAHASTRADHARA Road, Dehradun"*

### Cover 'B'

#### "FINANCIAL BID"

**Name of work:** *"Tender for Providing Canteen Services at USDMA Building, 36 IT Park, SAHASTRADHARA Road, Dehradun"*

- d) The contents of each of the two covers shall be as described in the subsequent clauses. For all other references, these covers will be referred to briefly as: "Technical Bid cover" and "Financial Bid Cover".
- e) Both the covers i.e. Cover-A and Cover-B, shall be placed inside an outer cover and shall be super scribed as follows:

***"TENDER FOR PROVIDING CANTEEN/CATERING SERVICES ETC. TO UTTARAKHAND STATE DISASTER MANAGEMENT AUTHORITY BUILDING (USDMA) AT USDMA BUILDING, 36 IT PARK, SAHASTRADHARA ROAD, DEHRADUN"***

**Tender Ref. Number:** \_\_\_\_\_

- f) The sealed tender envelope shall be addressed to "The ACEO (ADMIN), USDMA, 36 IT Park, SAHASTRADHARA Road, Dehradun- 248013". The Tender envelope shall contain clearly



the name and address of the Tenderer prominently, with Phone Number, email ID and Postal address.

**g)** Financial Bid (Financial Bid 'Cover'- B) shall contain the duly filled in and signed Financial Bid as per **Appendix-3. (Financial Bid Part "A" and Part "B" + Price Justification sheet with menu)**

**h)** Signing the Tender:

*"All pages of the Bid document should be serially numbered and the tender shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page. The Tenderer shall enclose a certified copy of the Power of Attorney authorizing the signatory or signatories to sign the tender document. This certification shall be from the Managing Director or the Legal manager or any other authorized person of the firm. A complete bid shall be scanned in readable format and will be uploaded on e-portal".*

**i)** The tender shall contain no alteration or additions, except those Tenderer has to comply as per the instructions issued by the USDMA. In case it is absolutely necessary to make corrections in the errors made by the tenders, in which case such corrections shall be signed by the person or person's signing the tender.

**j)** All the pages in the tender document should be signed by the tenderer after properly filling all details.

**k)** The bidder should prepare submission as per eligibility criteria, Technical Bid, Financial Bid and other requested information.

**l)** In the event of the target date for the receipt of bids being declared as holiday for the USDMA, the bids will be received till the target time on the next working day. USDMA may at its discretion extend the bid submission date. The modified target date & time will be notified on the e-portal.

## **8. PROCEDURE OF TECHNICAL BID SUBMISSION:**

**a)** The bidders are advised to submit following original documents in sealed Envelope marked as "Original Document for Providing Intergrade Facility Management Services" to the office of USDMA at the address mentioned hereinbefore by the stipulated date.

**i.** DD/Banker's Cheque/FDR/BG of specified amount of EMD

**ii.** Demand Draft of specified amount (non-refundable) towards cost of Tender documents cum Tender Processing Fee

**iii.** Letter of Bid.

**b)** Contractors not submitting any one or more documents mentioned above and elsewhere in this document shall be declared as not eligible. The all above document shall also submitted online on e-portal.

**c)** A complete scanned bid shall be uploaded on e-portal [www.uktenders.gov.in](http://www.uktenders.gov.in) .

**d)** The EMD of the bidders not qualified for the reasons whatsoever including disqualification in the Technical Bid Evaluation shall be returned to the bidder's registered address by Speed Post/Courier/Registered Post.

**e)** The technical bid cover shall contain a "check list" as per Appendix – 7. In addition to check list any document or certificates etc., mentioned anywhere in the tender document shall also

be part of the technical tender requirements as a proof of experiences, Turnover, Registration no., GST No., PAN No. (Note: ***No financial information should be mentioned in technical cover***).

## **9. Compliance/ Confirmation:**

- a) The Tenderer should give an undertaking with reference to the Application Form for running the Canteen in USDMA and should also give undertaking cum declaration regarding confirming and comply with various terms and conditions in **Appendix-4** "letter of Tender cum declaration" and **Appendix-7** "Check List"

## **10. Tender Opening:**

- a) Tender technical bids will be opened in the presence of the Tenderers or their authorized representative who choose to be present and the Procurement Committee at \_\_\_\_\_ on \_\_\_\_\_. The representative of tenderer who attend the tender opening must produce their identification proof and authorization letter from the companies/tenderer. In case \_\_\_\_\_ declared holiday or insufficient committee quorum, the tender will be opened on next working day or fulfillment of committee quorum. The date & time of new opening date will be intimated through USDMA website.
- b) Financial bids of only those bidders whose bids are qualified technically, will be opened in the presence of the Tenderers or their authorized representative on later date. Date and time for opening of the Financial bid will be intimated through USDMA website.

## **11. Criteria for Technical Evaluation (Evaluation of Technical Bid)**

- a) The USDMA will determine whether the tenderer has fulfilled all the tender conditions as stipulated in the tender document and whether the tender is substantially responsive or not.
- b) Tenderers who have not fulfilled the tender conditions shall be a non- responsive tenderer and will not be taken up for further evaluation and Financial bid opening.
- c) To assist the examination, evaluation and comparison of tenders, the USDMA may at its discretion, ask any tenderer for clarification on his tender. The request for clarification and the response shall be in writing but no change in the substance of the tender shall be sought, offered or permitted.
- d) When a Tender fails to be responsive, it will be rejected by the USDMA and may not subsequently be made responsive by correction or addition/withdrawal of the non- conforming deviation or reservation.

## **12. Financial Bid Opening:**

- a) The USDMA will then proceed with opening of **Cover-B, i.e., "Financial Bid Cover"** of those
- b) Tenderers whose technical bid has been found substantially responsive. The opening of the "Financial Bid Cover" will be done in the presence of those tenderers or their representatives who choose to be present. The USDMA will inform such tenderers in advance about the acceptance of their technical tender and the date and time of opening of the "Financial Bid Cover".
- c) On opening of the "Financial Bid", the amount as quoted by the Tenderers will be read out.

## **13. Criteria for Financial Bid Evaluation:**

- a) In Financial Bid evaluation the following procedures will be adopted:
  - i. The selection of agency will be based on the rates quoted for "Financial Bid Part "A" and

Financial Bid part "B". Price quoted in Financial Bid part "A" carries 60% weightage and Price quoted in Financial Bid part "B" will carries 40% weightage during evaluation. For evaluation 60% & 40% ration of Part "A" & Part "B" will be taken to finalize L-1 bidder.

- ii. Price should be quoted in number and words both. In case of discrepancies, the quoted price in word will be valid for evaluation of Financial Bids.

#### **14. AWARD OF TENDER**

- a) The USDMA has the right to accept any tender and to reject any or all tenders without assigning any reason.
- b) Notwithstanding anything said herein, the USDMA reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of tender, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers on the grounds for the USDMA's action.
- c) In case of tie in Financial Bids etc. the competent authority will have all the right to offer Canteen service to any successful or qualified vendor.

#### **15. NOTIFICATION OF AWARD**

- a) The tenderer whose tender has been accepted will be notified by the USDMA.
- b) Notification of award shall constitute the formation of contract and EMD will be treated as Performance security deposit, till Performance security deposit is furnished.
- c) Upon furnishing the performance security deposit by the successful tenderer and upon Signing the Agreement, the EMD shall be returned to the unsuccessful tenderer or tenderers within reasonable time period.

#### **16. PERFORMANCE SECURITY DEPOSIT**

- a) The successful bidder has to furnish performance security deposit of **Rs. 1,00,000/- (Excluding GST)** for running Canteen in the form of DD/ Banker's Cheque/ FDR or Bank Guarantee only obtained from any nationalized / Scheduled bank and drawn in favor of ACEO (ADMIN), USDMA. Amount of EMD deposit may also be adjusted against performance security deposit.

**Performance security deposit to be furnished within 10 days of issue of letter of Acceptance and signing the Contract/Agreement.**

- b) If the successful bidder fails to remit the performance security deposit within the above said period, the Earnest Money Deposit paid by him shall be forfeited and his tender shall be held void and the USDMA shall continue the process with other responsive tenderers as per the General Terms and conditions of the contract. The USDMA also reserves the right to take any other action as deemed necessary against such tenderer.
- c) No Interest will be paid on the Performance security deposit.
- d) The Performance Security Deposit (PSD) must be:
  - Unconditional,
  - Irrevocable &
  - Non-Transferrable

## **17. SIGNING THE AGREEMENT**

- a)** The successful tenderer shall furnish the required performance security deposit and execute an agreement on a non-judicial stamp paper to the value of Rs. 100/- (embodying the terms and conditions of the tender within 15 days from the date of acceptance of the agreement.
- b)** If the agreement mentioned above is not executed in the prescribed period, the Earnest Money Deposit and Performance security deposit of the tenderer are liable to be forfeited.
- c)** The successful tenderer, if fails to execute the agreement within the stipulated period, he will also be liable for all damages arising there from such default including the cost of conducting fresh tenders and the increase in rates if any, in the subsequent tender and shall compensate for all losses sustained by the USDMA in this regard.

## **18. TERMINATION OF CONTRACT**

### ***a) Termination for Default:***

- i.** The USDMA may, without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 30 days, sent to the Canteen Contractor, terminate the contract in whole or in part.
- ii.** If the Canteen Contractor fails to perform any of the obligation(s) under the contract; or (ii) if the Canteen Contractor, in the judgment of the USDMA, has engaged in fraudulent and corrupt practices in competing for or in executing the contract.
- iii.** In the event, the USDMA terminates the contract in whole or in part, the USDMA may entrust the contract of operating/running canteen to other persons/contractors in such manner and at such rate as deemed appropriate and they shall be liable to the USDMA for loss of revenue Suffered by the USDMA in this process. However, the Canteen Contractor shall continue the performance of the contract to the extent not terminated.

### ***b) Termination for Convenience:***

The USDMA may give a written notice, with a notice period of 30 days sent to the Canteen Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the USDMA convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

## **19. Special Conditions**

- a)** Adducing reasons like strikes, non-availability of raw material etc. shall not be entertained. Non-fulfillment of the contract on any grounds will result in forfeiture of part or whole of Performance security deposit /Earnest money deposit amount. The USDMA also reserves the right to debar such tenderer/ Canteen Contractor from future tenders. Besides this the tenderer will also be liable or all damages arising from such default including the cost of conducting fresh tenders and the increase in rates in the subsequent tender and shall compensate for all losses sustained by the USDMA in this regard. liquidated demurrage charges may also be levied in case of non-performance or poor performance of the contract i.e. goods of FPO, FSSAI, AGMARK etc. for maintenance of good quality of food to the students or beneficiaries.
- b)** If the Tenderer fails to provide catering services within the stipulated time and substantial quality, the USDMA shall be at liberty to make alternate arrangement for catering services, from any other source including from any other tenderer who might have quoted lower rate/L1 bidder, at the risk and cost of the Canteen Contractor and in such case the USDMA has every right to recover the cost and impose penalty, besides

taking any other action.

#### **20. Visit to Tenderers' Clients:**

- a)* Complete details of clients of the tenderers must be enclosed with the Technical bid.

Clients' addresses, name(s) of contact person(s) with phone numbers must be listed in the enclosure. The USDMA reserves the right to carry out surprise visits to establishments/mess/dining facilities/Hostel Mess/Canteen serviced currently by the tenderers and their reports will form valuable input for the short-listing process. The Canteen Committee of the USDMA shall supervise the quality of goods.

#### **21. Alternative Proposals:**

- a)* Tenderers shall submit offers that strictly comply with the requirements of the Tender Document. Any alternatives or modifications shall render the respective Tenderers invalid. Offers with conditional rebate will become automatically invalid.

#### **22. Bid Validity :**

- a)* Tenderers shall agree to keep the tender open for **180 Days** from the due date of submission thereof and not make any modifications in the stated terms and conditions.
- b)* In exceptional circumstances, prior to expiry of the initial time limit as indicated in 19.1 above, the tender inviting authority may request the Tenderer to extend the period of validity for a specified additional period. The request and the Tenderers responses shall be made in writing or by e mail. A tenderer may refuse the request without forfeiting his Earnest Money Deposit. A tenderer agreeing to the request will not be permitted to modify his tender. However, he shall extend the validity of the Earnest Money Deposit for the period of the extension.

#### **23. Disputes and Jurisdiction:**

- a)* Any legal disputes arising out of any breach of contract pertaining to this tender process shall be settled in the courts of competent jurisdiction located within Dehradun.

**24.** The Bidders requiring any clarification on the bidding documents should submit written queries on or before the pre-bid meeting.

**25.** At any time prior to the deadline for submission of bids, USDMA may modify or alter the bidding document by issuing an amendment on e-portal only.

**26.** Any addendum/corrigendum as well as clarification thus issued shall be a part of the tender documents and it will be assumed that the information contained in the amendment would have been taken into account by the tenderer in its tender submission.

**27.** Any clarification issued by USDMA will be in the form of an addendum / corrigendum and will be available in e-portal – [www.uktenders.gov.in](http://www.uktenders.gov.in). The amendment will be binding on all bidders. USDMA, at its discretion may extend the deadline for submission of bids which shall be informed to all through e-portal.

**28.** The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.

29. The Contractor shall issue identity cards/ identification documents to all its employees.
30. The rate should be quoted in **Indian Rupees (INR)** only.
31. In quoting rates, the bidders are advised to take into account all factors including any fluctuations in market rates. Please note that the rate quoted in the tender shall remain firm and valid for the contract period of "THREE YEAR" from the date of commencement of work. During this period no request for enhancement / escalation in rates SHALL NOT be considered under any circumstances.
32. The rate quoted by the bidders shall remain firm and shall cover and include cost of all materials required for upkeep of the premises, wages to the labourers, supervisors, supervisory staff and workmen, tools & equipment deployed, maintenance of the furniture/ Machineries, contractors profit, transportation charges and all statutory levies, applicable taxes, EPF, ESI, and any other statutory component as per the Central Government Minimum Wages Act but excluding Goods & Service Tax (GST).
33. The bidders are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates.
34. The USDMA shall not be bound to accept the lowest tender and reserves the right to acceptor reject any or all the tenders without assigning any reason whatsoever.
35. No interest shall be paid on the EMD. The tenders received without EMD and Cost of Tender Document shall be summarily rejected.
36. If any bidder withdraws his bid before the said period or make any modifications in the original terms and conditions of the tender, the USDMA shall, without prejudice to any other right or remedy, be at liberty to cancel such bidder and forfeit full value of the EMD as aforesaid.
37. The contractor has to maintain an attendance register of the persons employed and the same will be inspected daily by the USDMA Officer-in-charge.
38. If any of the labor employed by the contractor is found to be under performing or any mobilization is found or found under the influence of alcohol or any abusive substance / indecent behavior reported while on duty, such person/persons shall not be allowed to work at site anymore and the USDMA reserves the rights to ask contractors for immediately removal such person(s) with suitable substitute immediately.
39. The contractor has to submit the Police verification details of all the people deployed by him at site before commencement of work. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available immediately.
40. The staff deployed at site should be physically fit to handle the works detailed in the scope. The full bio-data & ID proof of the staff deployed at site like their full address, educational qualification, age proof etc. shall be made available before commencement of work. The staff has to be deployed in consultation with the USDMA officials after performing the interview of

the staff.

41. No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the USDMA.
42. Tender shall be quoted on the prescribed format only. The tenders quoted in any other format shall be summarily rejected and EMD of such tenderer shall be forfeited.
43. All the parts of this tender documents i.e. Tender Notice, General rules and Instructions to tenderers, offer letter, General conditions of contract, Annexures etc. shall constitute part of the contract document.
44. The contractor shall take, at his own cost the necessary license from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including expenses towards stamp paper, Registration charges, etc., if any, shall be borne by the contractor.
45. The Contractor's supervisor shall be first line of contact for USDMA, who shall report to the designated officers of USDMA for all requirements. Mobile numbers of supervisors to be provided on receiving the work order.

Note:- All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event as per the requirement of e-portal [www.uktenders.gov.in](http://www.uktenders.gov.in)

#### **46. CHANGES IN LAWS AND REGULATIONS**

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

47. Sub-Contracting is **NOT ALLOWED**, if at any stage, it is found that, the bidder has sub-contracted the contract, then USDMA will terminate the contract immediately without giving any Notice to the contractor in the public/ administrative/ or project interest.

## **GENERAL TERMS & CONDITIONS AND SCOPE OF WORK**

A reputed contractor having minimum 03 Year experience for providing canteen/catering services to a Govt. sector/ PSUs/ Educational Institutions/ Private Institutions of repute is eligible to apply, for providing service of Breakfast, Lunch, Dinner, Snacks, Beverages, Tea/Coffee etc. to officers, staff and guests of this office as per the item listed in "Menu" of Annexure "C". Preference will be given to qualified and experienced contractors.

Separate Technical and Financial Bid should be uploaded. The separate Technical and financial bid should be clearly marked as "Technical Bid" and "Financial Bid", strictly in the enclosed Performa as the case may be.

### **1. The contract will be awarded on the following basis:**

- 1.1 The tenderers are requested to go through the instructions, terms and conditions and specifications given in the tender. Failure to furnish all required information in every aspect will be at the tenderer's risk and may result in the rejection of the tender.
- 1.2 USDMA reserves the right to amend the tender in full or any part thereof. Amendment to the Tender will be uploaded on the E-Procurement portal [www.uktenders.gov.in](http://www.uktenders.gov.in) or at USDMA's website [www.usdma.uk.gov.in](http://www.usdma.uk.gov.in) and it will be the sole responsibility of the tenderer to verify the amendments if any and get the amended documents before the submission of the tender.
- 1.3 The Tender document is not transferable.
- 1.4 The meals provided in Lunch and Dinner shall be unlimited (For Standard Menu).
- 1.5 The period of contract is initially for 3 years, during this period, if it is found that the performance of the firm is not satisfactory, USDMA will have the right to terminate the contract by giving one-month notice or immediately without assigning any reason thereof in the public/ administrative/ or project interest. The contract is extendable on mutual consent for further years at same rates and Terms & Conditions of existing contract agreement after getting willingness from the concerned contractor and subject to satisfactorily performance of the works.
- 1.6 If at any stage the involvement of the Contractor is found, in any, uncalled for activity, inside or outside the premises of the USDMA, which may bring disrepute to the USDMA, the contract is liable to be terminated by the Competent Authority by giving one month's notice or with immediate effect also (If found so serious, decision of ACEO (ADMIN), USDMA in this regard will be final and binding).
- 1.7 USDMA reserves the right to accept or reject the tender without assigning any reason whatsoever. The contract may be terminated after giving one-month notice by the USDMA. In case Contractor wants to terminate the contract, they have to give minimum two months' notice.
- 1.8 Contractor will be required to deposit Rs. 50,000/- (Excluding GST) in form of DD/Banker's Cheque/FDR/Bank Guarantee as EMD for Canteen Services.
- 1.9 The premises of the Canteen Services will be used for the purpose for which the allotment will be made and not for any other purpose without the written permission of the Competent Authority.



- 1.10 No person with any adverse police record will be allowed to work in the Canteen/Mess.
- 1.11 Cost of the menu fixed by the canteen committee should be paid to the canteen contractor by the staffs or any beneficiaries, directly.
- 1.12 USDMA will not bear any responsibility incase vendor is honoring the credit facility to the staffs or any beneficiaries. It is in preview of vendor to sort out the issue among themselves without affecting the canteen services and without bringing USDMA in picture as USDMA do not recommend any type of credit to anyone.
- 1.13 Electricity AND Maintenance Charges**
- a) The Contractor will be required to pay to the Department, electricity charges on actual basis, for which sub-meters shall be provided for the purpose of the canteen premises electricity consumption in kitchen and Service Area. Out of the total bills received by the Department for electricity consumption, the amount in respect of the units consumed by the Contractor shall be paid by him /her to the USDMA.
- b) After the completion of first three months of the contract, the Contractor will pay a sum of **Rs. 5,000/- (Rupees Five Thousand only)** per month towards the maintenance charges to the USDMA, through Cheque /Demand Draft in favor of ACEO (ADMIN) USDMA payable at Dehradun in the first week of every month.
- 1.14 Infrastructure such as furniture fixtures, tables, chairs and any other inventory available will be handed over to the canteen vendor in serviceable condition at the time of taking over of services. It is then responsibility of the vendor to maintain the serviceability and safe guard of the Equipment. All materials will be handed over back to the USDMA by the vendor in working condition during the handing over of the canteen to USDMA.
- 1.15 Vendor are instructed to use LPG for cooking of foods, wood fire, coal fire or any other medium generating smoke will not be permitted to use in USDMA Building. In case of violating of instruction will leads to strict action.
- 1.16 Any change like timing of operation, rate of items and any addition of item(s) to be included in the Canteen Services in future will require the prior permission of the USDMA's Canteen Committee.
- 1.17 The tenderer should have license under Food Adulteration Act 1955.
- 1.18 The Contractor will ensure and comply with the provisions of various municipal and other Rules/Regulations/Laws of the Government in respect of wages and other benefits to their employees.
- 1.19 The USDMA shall not be the party in case any dispute takes place between the Contractor and their employees.
- 1.20 Dispute, if any, between the Contractor and the USDMA shall be subject to the Dehradun jurisdiction.
- 1.21 Menu may change as per discussion with the Canteen committee with vendor. Canteen committee will evaluate the quality of food and the materials used for preparation of the food and will have the right to impose suitable fine/penalty in case of unsatisfactory service.
- 1.22 The quoted price for food and other services should be including of all taxes like GST etc.
- 1.23 The workers employed by the agency shall wear uniform and name-badge, which will be provided by the agency itself. This should be implemented within 15 days from the date of signing the agreement. These workers are not employees of the USDMA and shall not have any claims whatsoever on the USDMA and shall not act detrimental to the interest of the USDMA.
- 1.24 The agency should maintain a complaint register inside the canteen and should be produced on demand by any of the user. Non-production of this will be taken seriously by the USDMA and suitable penalty shall be imposed as determined by the competent

authority.

1.25 The agency should put the complaint register duly updated to Canteen Committee for perusal on weekly basis.

## 2. Hygiene Criteria:

- 2.1 The food served by the caterer has to be prepared in clean and hygienic and safe conditions as per the menu and healthy sanitary methods.
- 2.2 The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard. The utensils shall have to be maintained sparkling clean at all time. They shall be sterilized each morning before serving of any items.
- 2.3 The contractor shall ensure that only hot food is served to the staffs or any beneficiaries. Complaint, if any, in this regard shall be dealt with severely.
- 2.4 Caterer should wash and maintain dining hall, hand-wash area, dish wash area etc. in highly clean conditions, caterer should also provide hand sanitizer and hand wash.
- 2.5 The caterer should collect the garbage from the kitchen, dining-hall, dish-wash area and dispose of the same every morning in relation to the policies and in coordination with the Nagar Nigam, Dehradun. The surrounding should be kept clean and hygienic by the caterer.
- 2.6 The caterer should maintain high quality of hygiene, sanitation and safety in the kitchen and dining hall. All the surrounding area of the mess premises should be cleaned and washed daily by the caterer.
- 2.7 The contractor will ensure that the cooks have proper shave and clipped nails while cooking food and should wear apron and head gear
- 2.8 The contractor will ensure that the cooked and uncooked food is stored properly and no stale food is served. In case of any food poisoning, the contractor will be held solely responsible and will be penalized besides legal action.
- 2.9 After every meal (breakfast, lunch and dinner) all the plates, glasses, spoons and other cutlery are to be cleaned in soap solution and hot water and dried and kept ready for the next meal by the caterer. The caterer must use cleaning material of high quality.
- 2.10 Sufficient number food counter should be arranged for serving of food to avoid student queues and safeguard their time and better dining management
- 2.11 Food / any other item should not be served inside the room of staffs or in offices, unless in exceptional cases or ill health.
- 2.12 **Non-Vegetarian (Egg) food/dishes should be cooked in a separate kitchen with separate utensils. Non-Vegetarian (Egg) food/dishes should be served on separate counter.**
- 2.13 Liability/responsibility in case of any accident-causing injury/death to mess worker/s or any of his staff shall solely be the liability of the Mess Contractor. The USDMA Authorities shall not be responsible by any means in such cases.
- 2.14 The Contractor shall not employ any mess worker whose track record is not good or involved in any crime/offence/police case.
- 2.15 During seminars/ workshops/ meetings as per requirement the food items are to be supplied at the same rate to the participants at the locations within the campus of USDMA.
- 2.16 The USDMA will not provide any kind of staying facility to any worker or other concerned persons. This will remain the sole responsibility of the contractor

- 2.17 Mess workers should be strictly asked to make the use of hand gloves, aprons, cooking hats etc.
- 2.18 Dining hall and kitchen should be washed with water and soap solution and mopped after every meal by the caterer.
- 2.19 Water cooler and purifier should be cleaned and maintained properly by the caterer.
- 2.20 All the utensils, dinner set and other equipment's required in the canteen should be arranged by the caterer and replaced if missing/damaged in the kitchen.
- 2.21 The caterer should provide sufficient number of fly catchers in the mess premises.
- 2.22 It will be the sole responsibility of the contractor to provide atleast 02 trained waiters at the time of VIP movement in the USDMA premises. The waiters must be well dressed and well groomed. Also, the said staff shall be provided in 2-3 hour's notice given by the USDMA.
- 2.23 The contractor shall provide temporary infrastructure (whenever required), at no extra cost.
- 2.24 All Acts/ Regulations/ Advisories etc. related to food, issued by the State/ Central Government, time to time shall be bound to the contractor.
- 2.25 Non maintenance of above criteria shall result in penalty to be imposed on the vendor as follows: -

(a) **Penalty for Poor Food quality - Rs. 3000/- on each occasion**

(b) **Penalty for Hygiene/cleanliness - Rs. 1000/- on each occasion**

**If poor quality of food has been found three times in a month, in such conditions the awarded contract shall be terminated and their performance security deposit shall be forfeited.**

### **3. Contract requirement:**

- 3.1 While quoting the rates, the tenderer should consider all applicable taxes such as GST and duties on purchases and any other applicable taxes and duties levied by the State and Central Government or any other authority. USDMA shall not be responsible for any change in the tax rate during the contract.
- 3.2 **Quoted rate must be practical and profitable to vendor. If USDMA found that quoted rates not practical and are not in accordance with existing market rates the lowest rate may not be accepted by the committee. The decision of committee will be final and binding. USDMA is not bound to accept the lowest rate. Rates looking practical by the committee will be accepted. Vendor will be required to provide proper justification on quoted rates to committee.**

### **4. Schedules:**

- 4.1 The Tender schedule A & B highlights the important service conditions to be strictly abided by all tenderers.

***It is mandatory that all tenderer must sign and submit these Schedules along with the tender.***

### **5. Acknowledgement:**

**It is hereby acknowledged that I have gone through the entire tender document and various conditions mentioned hereunder and we agree to abide by them.**

Date:

Place:

Signature

Tenderer Official seal and address

## Schedule A

The USDMA, Dehradun has fixed menu, quantity etc. as mentioned Appendix-1 of Schedule B of tender document. The tenderer has to Quote/Bid for each item on the menu and rates on which the items to be supplied will be decided as mutually agreed upon.

1. The contractor will not be allowed to change or fix the rate as mentioned in the fixed menu during the contract period of three year or any extension further.
2. It is mandatory on the part of the contractor to serve each item of menu at the rates and quantity as given in the Schedule.
3. The period of contract is initially for 3 years, during this period, if it is found that the performance of the firm is not satisfactory, USDMA will have the right to terminate the contract by giving one-month notice or immediately without assigning any reason thereof in the public/ administrative/ or project interest. The contract is extendable on mutual consent for further years at same rates and Terms & Conditions of existing contract agreement after getting willingness from the concerned contractor and subject to satisfactorily performance of the works.
4. A review would be done on competition of every 6 months and based on that the extension would be considered.
5. Canteen facilities (Kitchen, dining hall, open space etc.) at USDMA Building are provide by the USDMA on as is whereas basis.
6. USDMA shall provide the following:
  - a. Water for cooking, washing and cleaning.
  - b. Drinking water
  - c. Electricity for exclusive purpose of running the dining facilities etc. (On payment basis as per commercial rate fixed by UPCL)
  - d. The caterer should adopt better conservancy measures as water is ELIXIR of human life and no wastage is allowed.
7. Procurement of the items, raw materials required for performing the contract is the responsibility of the caterer with the approval of the Canteen Committee. Indicative list of the items to be procured is as below;
  - a. First/Good quality of vegetables, fruits, provisions, dairy products/meat etc. **In case of non-compliance of the above, a penalty of Rs. 1000.00 will be imposed on caterer on each time.**
  - b. Caterer shall use only branded raw materials and best quality items for preparing the food. Brands of products will be decided in consultation with Canteen Committee of the USDMA. **In case of non-compliance of the above, a penalty of Rs. 1000.00 will be imposed on caterer on each time.**
  - c. The caterer should be solely responsible for the arrangements of gas refills and their safety and supply of milk from its own resources of good quality.
  - d. The caterer shall provide catering services as given in the menu annexed to the agreement. The cost includes fuel cost, procurement of provisions and vegetables of good quality and other items. Further, the cost of these raw materials shall be inclusive of loading and unloading, transportation, storage at kitchen premises, statutory taxes, duties and all other levies (existing and which may be imposed from time to time) for which no additional cost is payable or reimbursable by the USDMA.

- e. The caterer shall make his own arrangement for procuring utensils/plates, glasses & cutlery etc.
- f. Caterers should not use any artificial colour, preservatives and other harmful chemical additives' (say, for example, mono- sodium glutamate) in any of the dishes or even store them in the canteen premises. **In case of non-compliance of the above, a penalty of Rs. 5000.00 will be imposed on caterer on each time. (Note: the above list is indicative and not exhaustive).**
8. The premises of the Canteen should be kept clean and tidy on daily basis and the contractor shall be fully responsible for the maintenance of hygiene as per the standards required by the Municipal/Health Department.
9. The food shall be cooked, stored and served under hygienic conditions. The contractor shall ensure that only freshly cooked food is served and the stale is not recycled. Stale food shall be removed from Canteen premises as soon as possible and latest within 10 hrs. of its preparation. Un-refrigerated cooked food, not consumed within six hours, shall deemed to be stale and unfit for consumption.
10. The oil that remains from deep frying at the end of the day shall have to be destroyed and shall not be allowed to be recycled for the purpose of cooking again.
11. Responsibility and safeguard of the USDMA canteen property shall be with contractor. Damage to the USDMA Building Mess/canteen property will be recovered from performance security deposit of contractor.
12. USDMA shall not provide any additional facilities other than available in the Mess/canteen.
13. The Canteen premises (inside and outside) should not be used for any other purposes except for running the Canteen.
14. The contractor should not transfer/ sublet the management to any other individual or agency. The agency or its authorized representative of the Canteen should be present at the premises and supervise the day-to-day affairs of running of canteen and shall not give scope for any complaints either from staff or other beneficiaries.
15. The Mess/canteen should be run in **the name of the USDMA Canteen and other name should not be used.** The walls and surroundings of the canteen should not be used for paintings/ advertisement. Stay of unauthorized persons beyond Canteen hours or indulging in anti-social activities shall be viewed seriously and proper action will be initiated in such cases.
16. The authorized USDMA officials shall have every right to inspect the canteen/mess without any notice and take appropriate action.
17. The contractor should not cater items which are not approved. As per state Govt. guidelines, cigarettes, pan & Gutkha, liquor etc., are strictly **prohibited.** "NO-TOBACCO ZONE in and 100 meters away from USDMA gate." **In case of non-compliance of the above, a penalty of Rs. 500.00 will be imposed on caterer each time.**
18. **Storage / consumption of any alcoholic drink / liquor is strictly prohibited. The Contractor shall not serve any of such substance / drink in mess / canteen. Smoking, consuming gutakha, tobacco etc. is also prohibited in canteen premises.**
19. In case of violation of terms & conditions the USDMA may take appropriate action and or terminate the agreement, including the forfeiture of Performance security deposit.
20. The Canteen should run during the timings as will be declared by the Canteen Management Committee of USDMA.

21. The USDMA shall have the right to terminate the contract by giving one months' notice. In case Contractor wants to terminate the contract, they have to give minimum two months' notice.
22. Authenticated certificates, testimonials and proof of experience should be produced along with the tender and registration of firms etc.
23. The caterer shall vacate the provided premises and hand over all fixtures, furniture etc. which are USDMA property in good condition at the termination of the contract.
24. The caterer shall not make or permit any construction or structural alternation or additional fittings inside the premises or the work place without prior written approval of the competent authority.
25. The contractor shall ensure that sufficient man power is deployed for preparation and service of each meal including cleaning, washing and overall upkeep of Canteen assets and premises. The contractor shall also ensure proper room services for the USDMA officials in case required / demanded. The Deployed persons should have sound health.
26. The contractor will be required to display the rate list of all the food articles, soft drinks, tea, coffee and juice etc. sold in the canteen notice board.
27. The contractor should have sufficient equipment & crockery and other items normally required to cater to at least 50 - 100 persons at a given time. He should have sufficient utensils, crockery and other infrastructure to provide the service and also for Buffet Lunch/High Tea, as and when required.
28. The contractor should take all safety measures while running canteen. He will keep a First- Aid box for the persons deployed to work in canteen.
29. The Contractor and his workers must behave politely with all the staff of USDMA and with other beneficiaries. In case any misbehave or misconduct reported the contract will be terminated.
30. No legal right shall vest in the contractor's workers to claim employment or otherwise absorption in USDMA nor the contractor's workers shall have any right whatsoever to claim the benefit and/or emoluments that may be permissible or paid to the employees of USDMA. The workers will remain the employees of the contractor and this should be the sole responsibility of the contractor to make it clear to his/her workers before deputing them to work at USDMA.
31. The contractor shall not engage the services of any sub-contractor or transfer the contract to any other person. If, it is found at any time that the contractor is unable to provide the canteen services and has sub contracted to any other party, the USDMA has right to terminate the contract and to forfeit all performance security deposits by giving one month notice.
32. The contractor shall inform to the Admin department of USDMA, Dehradun Centre any changes of Canteen workers, if required, made by him along with their police verification and medical report.
33. The contractor will have to provide a list of workers who will be working at USDMA Campus and provide complete details about them. The contractor will also provide police verification and medical report of all his/her workers working within USDMA Campus. Consumption of Liquor, Tobacco, Pan Masala, on any other prohibited drug will strictly be prohibited by contractor or its staff in USDMA campus. In case any employee found to be using this or found in influence of liquor or any other prohibited drug will be dealt severely and action deems to be initiated against them.

34. The contractor will also submit a medical certificate on half yearly basis that all his/her employees handling food are not having any contagious diseases.
35. **The canteen shall remain open from 08:00 A.M. to 10:00 P.M. on all days. However, depending on the exigencies, the contractor may be required to keep the Canteen open or close as per requirement of USDMA.**
36. The contractor will ensure that his/her employees do not loiter around in the campus. In case of any loss to USDMA caused by the employees of the contractor, the contractor will be responsible.
37. USDMA reserves the right to ask & require the contractor to remove any person deployed by the contractor without assigning any reason or notice.
38. Employment of child laborers (below 18 years) is totally prohibited. It is responsibility of the caterer to comply with all formalities of Labour office including obtaining necessary **labour license of the Govt. of Uttarakhand of the current works. In case of non-compliance of the above, penalty as per government norms will be imposed on caterer.**
39. Ladies if employed by the contractor should be minimum and to leave USDMA premises by 5.30 pm.
40. Outsiders are not allowed to avail the mess facilities.
41. The Mess to be closed after dinner and nobody is to reside in the premises.
42. In case, any theft or pilferage is detected and the same is due to negligence/carelessness or connivance of Mess/ Canteen personnel of Catering agency then the cost of loss thereby will be fully made by Catering agency to USDMA.
43. Since Catering agency will be responsible for providing security and protection of Mess/Canteen premises and properties of USDMA Mess/Canteen, catering agency will be responsible for loss or damage caused to the properties and premises of USDMA Mess/Canteen as a result will be compensate value of the loss or damage to USDMA.
44. The employees of the caterer should wear proper uniform. **In case of non-compliance of the above, a penalty of Rs. 500.00 will be imposed on caterer on each time.**
45. The caterer shall be responsible for the proper conduct and behavior of the employees engaged. The employees cannot reside in the place of work except to the extent necessary for their duty in respect of the functioning of the dining facility.
46. The Caterer should ensure that all the employees are free from communicable diseases. Medical certificates to this effect should be made available for inspection by the authorities.
47. All expenses related to the functioning of the employees like EPF/ESI engaged by the caterer shall be in the scope of the Caterer. No way USDMA will be responsible for such cases.
48. The USDMA reserves the right to review and modify the terms and conditions periodically.
49. The items of food served will be checked by the Canteen committee. Such quality audit may be a test audit or random audit. In case of dispute on quality between caterer and the quality committee, ACEO (ADMIN), USDMA will be the sole arbitrator and his/ her decision shall be final and binding on both the parties. Since the service includes food and eatable, PFA (Prevention of Food

Adulteration) Rules 1955 is binding on the caterer and registered in the state of Uttarakhand at appropriate authorities.

50. Any other relevant matter for better functioning of Canteen will be included at the later date.
  
51. The agreement should be signed by a person or persons duly authorized to sign on behalf your organization. A certified copy of the power of attorney authorizing the signatory or signatories to sign the agreement/documents.
  
52. A feedback box will be installed in the canteen area, SEOC area or in the areas selected by the competent authority. The box(s) will be opened after every 03 months to check for any suggestions or complaints on the quality and quantity of food being served at the USDMA Canteen. If more than 3 complaints were found in a span of 06 months or more than 06 complaints were found in a span of 12 months, then the contract of the agency will be terminated and the PSD deposited by the agency will be forfeited by the USDMA.

Signature of the  
Tenderer Office Seal  
& address.



## SCHEDULE - B

### Office of the ACEO (ADMIN), USDMA, Dehradun

#### Scope of work:

1. The tender for Canteen Services in USDMA, 36 IT Park, Sahastradhara Roar, Dehradun - 248013. For Running Canteen services as per terms mentioned in tender document.
2. The tenderer shall visit these facilities and ascertain the available infrastructure before submitting the Tender. Any additional requirements, necessary for efficient services must be provided by the contractor without any extra charges.
3. A reputed contractor having minimum 03 Year experience for providing canteen/catering services to a Govt. sector/ PSUs/ Educational Institutions / Private Institutions of repute is eligible to apply, for providing Service of Breakfast, Lunch. Snacks, Beverages, Tea/ Coffee etc. to officers, staff and guests of this office as per the item listed in "Menu". Preference will be given to qualified and experienced contractors.
4. The tenderer should be an established caterer and shall be responsible for providing on campus Food & Beverages to the staff of the USDMA.
5. The Contractor will also serve tea/coffee/cold drinks, snacks, high tea, lunch/dinner etc. in various official meetings, programme, seminars and functions organized by the Employer from time to time. In addition, people visiting USDMA office in connection with various activities may also avail these services.
6. **The Mess/Canteen timings will be as under:**
  - **Breakfast: 08:00 AM to 10:30 AM**
  - **Lunch: 12:00 PM to 02:00 PM**
  - **Snacks: Throughout the day**
  - **Dinner: 07:30 PM to 9:30 PM**

Canteen timings mentioned above are tentative, however it may be changed as per practical requirement on instruction from Canteen committee. Vendor will be following the Canteen timing decided by USDMA administration without imposing any condition.

7. Sufficient food should be served and no restriction will be imposed in kind of number of Quantity of Rice / Pulses / vegetable etc. under any circumstances. If less serving reported by the staff and found correct may leads to strict action the contractor. Also, if it found repeated the contract may be cancelled. Staff will be permitted to eat as much as they want however food should be served in organized manner to avoid wastage of food.

***“NOTE- Only USDMA Beneficiaries, Officers, Staffs and Guests will be permitted to avail Canteen services. Outside persons will not be permitted to enter USDMA building campus only for availing Canteen Services”***

**Due to COVID - 19 all directives to be followed for maintaining hygiene and sanitization in totality. The health record details of persons to be maintained and monitored by the contractor. No person affected and has history of COVID-19 to be employed at premises without any medical certificate.**

**ELIGIBILITY CRITERIA**

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

Sr. No.	Eligibility Criteria	Attached/Not Attached
1	2	3
1	Name of Firm/Company/Society/Self Help Group (SHG)/ MSME with Full Address and contact details  <b>Note:</b> The above details to be submitted on the Letter Head of the Firm/ Company/Agency etc.	
2	Name and Address of the Proprietor/Partners/Directors with Contact Details  <b>Note:</b> The above details to be submitted on the Letter Head of the Firm/ Company/Agency etc.	
3	Copy of Pan Card  <b>Note:</b> Self-Attested photocopy to be given	
4	GST Registration, If applicable  <b>Note:</b> Number & Self-Attested photocopy of certificate to be given	
5	Name of the Govt. Organization / PSUs/ Education Institutions/Banks/ Prominent Private Sector to whom similar services have been provided by the firm during the last 02 years.  <b>Note:</b> Enclose <b>Performance Certificates/</b> Work Order/ Supply Order/ Contracts ongoing/completed from previous/current clients with contact no. separately in respect of services rendered/catering for 02 years before tender opening date	
6	FSSAI (Food Safety and Standards Authority of India) registration, If Awarded (Contractor/Vendor should have valid FSSAI (Food Safety and Standard Authority of India) Certificate for running Canteen/Cafeteria Services) Any other relevant certificate related to food safety/security issued by Central/State Department(s)  <b>Note:</b> Self-Attested Photocopy of the Certificate to be Attached	
7	Annual Turnover (Rs. In Lakhs) for the years 2021-22, 2022-23, 2023-24 Financial statements showing turnover duly certified by a Chartered Accountant with balance sheet & Profit & Loss statement should be furnished.  <b>Note:</b>	

	<ul style="list-style-type: none"> <li>Applying Firm / Agency / Vendor etc. must have a <b>turnover of Rs. 5,00,000/- in any of the last 3 FYs (2021-22, 2022-23, 2023-24) or above to qualify.</b></li> <li>Copy of Financial Statements Duly Certified by CA for the last Three Year (to the attached)</li> </ul>	
<b>9</b>	<p>The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:</p> <p>(a) EPF Registration, If Applicable  (b) ESI Registration, If Applicable  (c) Registration Certificate under the shop establishment act., If awarded.</p> <p>All copies must be attested by the authorized signatory of the firm, need to be attached</p>	
<b>10</b>	<p>There should be no case pending with the police against the Proprietor/Firm/Partner of the company (Agency).  &amp;  Bidder should not have been disqualified / debarred / blacklisted from any Governments, Semi-governments,PSUs, in India.</p> <p>The declaration must be submitted in writing on Rs. 100 Non judicial stamp paper and hard copy of original Stamp paper should be deposited in the office of USDMA before the last date of tender opening.</p>	
<b>11</b>	<p>Bidders have to provide a written statement regarding acceptance of all the terms &amp; condition mentioned in tender doc on the letter pad of the firm.</p> <p>(To be submitted on Company's Letter Head)</p>	
<b>12</b>	<p>The bidder shall provide a Character Certificate issued by the Gazetted Officer.</p>	

Copies of the Documentary evidences must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

We have read and understood the abovementioned prequalification criteria and shall abide by the same.

Signature of the Contractor  
With Seal

**CONDITIONS OF THE CONTRACT**

**1. DEFINITIONS:**

In the contract, the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

**'The Contract'** means the documents forming the tender and acceptance thereof and the formal agreement executed between USDMA and the contractor, together with the documents referred to therein including these conditions and other instructions issued by the Employer from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

**'Employer'** means USDMA having its Office at USDMA Building, 36 IT Park, Sahastradhara Road, Dehradun.

**'Competent Authority'** means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the USDMA.

**'The Contractor or Contractors'** means the firm, company or person engaged by the USDMA to carry out the work. It shall also include their legal representative(s), successors or assigns.

**'Site'** means USDMA Building, where the works are to be carried out.

**'Contract value'** means the value of the entire work as stipulated in the work order conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

**'The schedule of quantity'** means the schedule of quantity as specified and forming part of this contract.

**'Works'** or 'work' means the work(s) described in the "Scope of Work" and/or to be executed in accordance with the contract and includes labour, materials, apparatus, equipment of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

**'Month'** means calendar month.

**'Week'** means seven consecutive days.

**'Day'** means a calendar day beginning and ending at 00 hrs. and 24 hrs. respectively.

"Uttarakhand State Disaster Management Authority (USDMA) Building, 36 IT Park, Sahastradhara Road, Dehradun"

**'EMD'** means Earnest Money Deposit as security of the tender.

**'BG'** means Bank Guarantee issued by the bank for performance guarantee & EMD

## **2. LANGUAGE:**

The language in which the contract documents shall be drawn shall be English.

## **3. INSPECTION OF SITE:**

The bidders are advised to inspect the Kitchen and Service Area of the USDMA building before quoting their rates. It is expected that the tenderers will provide high quality services.

## **4. WORK TO BE CARRIED OUT:**

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants and equipment which may be required for carrying out the work satisfactorily.

## **5. SUFFICIENCY OF TENDER:**

The Contractor shall have deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rate(s) and price(s) quoted in the Schedule of Quantity, which rate(s) and price(s) shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for carrying out the work.

## **6. AWARD OF CONTRACT:**

- (i) The USDMA will award the contract to the successful lowest bidder whose tender has been determined to be substantially responsive and has been determined as successful evaluated tender, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.
- (ii) The USDMA reserves the right to increase or decrease the quantum of service to be provided and also reserves the right to cancel or revise any or all the tenders or part of tenders without giving any reasons thereto with no cost to the USDMA.

## **7. Signing of Contract Documents**

The successful bidder shall be bound to implement the contract by signing an agreement and conditions of contract with the respective establishment of USDMA within 15 days from the receipt of intimation of acceptance of the bid by USDMA. However, the written acceptance of the bidder by the USDMA will constitute a binding agreement between the USDMA and successful bidder whether such formal agreement is subsequently entered into or not.

## **8. WORK ORDER:**

Within the validity period of the bid i.e., **180 days**, the Employer shall issue a work order by registered post / courier or otherwise handover personally to the contractor to enter into an agreement for carrying out the work as per the terms of the tender. The work order shall constitute a binding contract between the Employer and the Contractor.

## **9. CONTRACT DOCUMENT:**

On receipt of work order from the Employer, the successful bidder shall be bound to implement the contract and within 15 days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value.

#### **10. EARNEST MONEY DEPOSIT (EMD)**

The bidder shall furnish EMD of Rs. 50,000/- ((Excluding GST) in the form of DD/Banker Cheque/FDR/BG in favour of **ACEO (ADMIN) USDMA payable at Dehradun**. No tender shall be considered unless the EMD is so deposited in the required form along with the tender (except In case of Exemption claimed by the bidder)

No interest shall be paid on EMD.

The EMD of the unsuccessful tenderer shall be returned within 30 days without interest after the decision to award the work is taken.

The Bid Security/ EMD shall be valid for forty-five (45) days beyond the original validity period of the Bid, or beyond any period of extension.

#### **11. FORFEITURE OF EMD:**

USDMA reserves the rights to cancel the order and forfeit the EMD if,

- a) Performance security deposit is not submitted within the stipulated time;
- b) Agreement is not entered within stipulated time;
- c) If the bidder revokes his tender during the period he is required to keep his tender open for acceptance by the Employer or
- d) The tender is accepted by the Employer but the contractor fails to enter into a formal agreement or
- e) Fails to commence the work within the stipulated time.
- f) If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of contract

#### **12. PERFORMANCE SECURITY DEPOSIT:**

- i. The successful bidder should submit a Performance security deposit for and amount of **Rs. 1,00,000/- (Excluding GST)** in the form of FDR/BG issued by any Nationalized Bank In favor of **"ACEO (ADMIN) USDMA" payable at Dehradun** within fourteen days from the date of acceptance of the tender for due performance of the Contract.
- ii. The Performance Security Deposit shall be valid for forty-five (45) days after the date of completion of performance obligations or contract period.

**13.** The contractor's authorized representative shall be in attendance in the premises during all working hours for supervising the work. For any negligence of the service employed by the contractor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of USDMA, the contractor shall be personally responsible and shall make good the loss forthwith.

**14.** All activities of work done under this contract shall be entered in a register on a daily basis so that complete record of all the works performed is maintained and signed with date by both parties viz., persons authorized for and on behalf of USDMA and the contractor each day on completion of

work.

**15.** Without prejudice to any rights or remedies under this agreement if the contractor dies, the USDMA authorities shall have the right to terminate this agreement without any liability whatsoever as regards execution of the work for the balance contract period after the death of the contractor.

**16. INSURANCE OF WORKS:**

- Before taking up the work, the Contractor shall, obtain and submit to the Employer USDMA, a third-party insurance policy in original, issued by any Public-Sector Insurance Company.
- The Policy should be issued in the joint names of Employer and contractor with Employer's name appearing first. Minimum 5 employee/worker/persons should be covered under the insurance at a time for insured sum of of Rs 10 lac each, for any type of accident / incidence.
- The contractor shall, from time to time, provide documentary evidence as regards payments of premia for all insurance Policies for keeping them valid till the completion of the work.
- Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall, within 10 days from the date of work order, submit documentary evidence as required by the Employer in support of having obtain requisite insurance cover.
- No work shall be taken up by the Contractor at site unless the Insurance Policies as mentioned above are obtained.
- Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by them and renewed policy is submitted with the USDMA. Nothing extra shall be payable on this account.

**17. ASSIGNMENT, SUBLETTING AND CONTRACTOR'S SUPERINTENDENCE:**

The whole of work included in the contract shall be carried out by the contractor and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the Employer and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work.

In case of breach, the USDMA shall be at liberty to serve notice and rescind the contract along with forfeiting of the EMD (i.e. performance security deposit) and invoke the bank guarantee / performance guarantee if required.

**18. PROTECTION OF WORKS AND PROPERTY:**

The contractor shall continuously protect the Employer's properties from damage or loss arising in connection with contract. He shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control. In case the contractor fails to make good the losses caused to USDMA due to his fault or due to negligence of his staff, USDMA reserves the right to invoke the performance security deposit as stated above to cover such losses.

The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of government and local bodies safety laws and building

codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work. The contractor shall take insurance covers as specified elsewhere in the contract at his own cost. The policy shall be taken in joint names of the Employer and the contractor.

#### **19. WORK ON SUNDAY AND HOLIDAYS:**

The contractor has to arrange for engaging his workers on Sunday and holidays.

#### **20. OTHER COMPLIANCES:**

The Contractor should ensure compliance of the following for smooth execution of work:

- Identity card should be issued by the contractors to the contract staff deputed on USDMA.
- All contract staff deputed by the contractor at USDMA Building should have in possession Identitycard issued by the contractors.

#### **21. LOCAL LAWS, ACTS, REGULATIONS**

The contractor shall strictly adhere to all prevailing labour laws including of contract labour (Regulation and Abolition Act, 1970) and other safety regulations. The contractors shall comply with the provision of all labour legislation including the latest requirements of all the laws, directions and guidelines that are applicable for carrying out the work, including without limitation, the following:

- Minimum Wages Act, 1948
- Payment of Wages Act 1936
- Workmen's Compensation Act 1923 (Amended), as applicable
- Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971
- Apprentice Act 1961
- Industrial Employment (Standing Order) Act 1946
- Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- Employees State Insurance Corporation Act
- Shop and Establishment Act, as applicable
- Any other Acts Central or States, that may be applicable or bye law or enactment relating thereto and rules framed there under from time to time.

#### **22. CONTRACT PERIOD:**

- The period of contract is initially for 3 years, during this period, if it is found that the performance of the firm is not satisfactory, USDMA will have the right to terminate the contract by giving one-month notice or immediately without assigning any reason thereof in the public/ administrative/ or project interest. The contract is extendable on mutual consent for further years at same rates and Terms & Conditions of existing contract agreement after getting willingness from the concerned contractor and subject to satisfactorily performance of the works.
- The extension of contract is to the entire discretion of USDMA and cannot be claimed as right of the Contractor.
- If the contractor fails to perform any of its duties under this agreement and if the



Employer is dissatisfied with the services of the contractor during the contract period or extended period of service, the Employer may terminate the services of the contractor, by issuing one month's notice in writing or immediately without assigning any reason thereof in the public/ administrative/ or public interest and it shall be legally acceptable & binding to the selected bidder

### **23. DISMISSAL OF WORKMEN:**

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee. The contractor shall take necessary steps as per law in such situations.

### **24. INSPECTION BY EMPLOYER:**

The Employer can also conduct a surprise inspection of the kitchen and service area to ensure the vendor is maintaining high standards of food safety, customer service, and overall operational excellence

#### **i. Kitchen:**

- Cleanliness And Organization
- Food Handling and Storage Practices
- Equipment Maintenance and Hygiene
- Pest Control and Waste Management
- Temperature control and monitoring
- Staff Hygiene and Sanitation Practices
- Compliance with Food Safety Regulation

#### **ii. Service Area:**

- Cleanliness And Organization
- Table Settings and utensil arrangement
- Staff attire, IDs and grooming
- Menu accuracy and pricing
- Service Quality and efficiency
- Compliance with health and safety regulations

### **25. REPORTING AND RECORD KEEPING:**

#### **Management reporting and process reviews**

The Employer shall approve the format for the monthly report to be submitted by the contractor along with every monthly bill.

#### **Operating Meetings**

During the early stages of the agreement, it is expected that the frequent operation meetings will be required between the service contractor's manager and employer's representative/s to discuss priorities to establish satisfactory reporting procedures. The contractor shall make the appropriate personnel available for attending all these meetings.

### **Performance Review Meeting**

Performance review meetings shall be held quarterly to review the overall performance of the contractor. The Senior Management of the contractor and Employer shall attend these meetings.

### **Quality Assurance**

The contractor shall implement a quality system in accordance with employer satisfaction. The contractor shall develop, in conjunction with the Employer's representatives, the standards of service to be provided and how performance to be measured and monitored.

### **26. FORCE MAJEURE:**

"Force Majeure" shall mean any event beyond the control of USDMA or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- a. War, hostilities, invasion, act of foreign enemy and civil war;
- b. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- c. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- d. Earthquake, fire, flood or cyclone, or other natural/ manmade disaster;

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- i. The date of commencement of the event of Force Majeure;
- ii. The nature and extent of the event of Force Majeure;
- iii. The estimated Force Majeure Period,

Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

### **27. ACCIDENTS:**

The contractor shall immediately on occurrence of any accident during carrying out the work report such accident to the Employer. The contractor shall also report such accident immediately to the concerned authorities whenever such report is required to be lodged by law and take appropriate actions thereof.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence

to the authorized USDMA officials immediately after such occurrence, but in any case, not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the USDMA. In addition, the contractor to the authorized USDMA, official shall also submit periodic reports on safety from time to time as prescribed.

- i. The contractor shall disburse the wages through credit to their accounts and account statement should be enclosed along with the monthly bill.
- ii. The duration of duty is at least eight hours per day per person. To keep the efficiency and alertness the overtime will be kept to the barest minimum.
- iii. The staff/workers employed by the contractor shall not find under the influence of alcohol or any abusive substance at any point of time. Further, the mobilization of the workers engaged shall be such that they maintain the dignity of the office at all time and any incident of mobilization or indecency is noticed at the work place USDMA shall have the right for asking replacement of such workers employed by the contractor.
- iv. USDMA shall not be liable for any harm/damage to the contractor's staff, in case of any mishap/accident etc. due to man-made or natural reasons. Accordingly, Contractor's staff will not be entitled for any compensation thereof.

#### **28. TERMINATION:**

- (a) USDMA shall be at liberty to terminate the contract by issuing one month's notice to the contractor or immediately without assigning any reason thereof in the public/ administrative/ or project interest. USDMA shall not pay any claim/ compensation to the Contractor for such termination of Contract.
- (b) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, the USDMA shall have the right to terminate the contract forthwith with one month's notice and rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the performance security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debaring them in future tendering process.

#### **29. SETTLEMENT OF DISPUTES AND ARBITRATION:**

- **Resolution of dispute:** In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.
- **Arbitration:** Any dispute and/or difference arising out of or relating to this contract including interpretation of its terms will be resolved through joint discussion of the authorized representatives of the parties. If the disputes are not resolved by discussions then the matter will be referred for adjudication to the arbitration of a single arbitrator to be appointed by mutual consent of the parties. The arbitration proceedings shall be conducted in Dehradun and in English language only and in accordance with the provisions of Arbitration & Conciliation Act 1996 or any statutory re-enactment thereof. The decision of the arbitrator shall be final and binding on the parties.

- **Applicable Laws:** The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.
- **Jurisdiction:** All the suits arising out of the contract shall be USDMA in the court of competent jurisdiction situated in Dehradun only and not elsewhere.

### **30. PRICES:**

The amount quoted and accepted shall be exclusive of all statutory taxes (of State/Central Govt.), GST etc.

### **31. CONFIDENTIALITY:**

- Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a contract shall not be disclosed to bidder or any other persons, not officially concerned with such process, until the notification of contract award is made.
- Any effort by the bidder to influence the USDMA bid evaluation, bid comparison, or contract award decisions may result in the rejection of the bidder's bid.

### **32. CORRUPT OR FRAUDULENT PRACTICES:**

- USDMA as well as bidder shall observe the highest standard of ethics during the procurement and execution of such contracts.
- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.
- "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of USDMA and includes collusive practice among bidder (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive USDMA of the benefits of free and open competition.
- "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of USDMA, designed to establish tender prices at artificial, non-competitive level; and.
- "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.
- USDMA will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.
- USDMA will declare a firm or individual as ineligible, either indefinitely or for a stated

period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

**33. VALIDITY OF CONTRACT:**

The period of contract is initially for 3 years, during this period, if it is found that the performance of the firm is not satisfactory, USDMA will have the right to terminate the contract by giving one-month notice or immediately without assigning any reason thereof in the public/ administrative/ or project interest. The contract is extendable on mutual consent for further years at same rates and Terms & Conditions of existing contract agreement after getting willingness from the concerned contractor and subject to satisfactorily performance of the works.

In case of breach of contract or in the event of not fulfilling the minimum requirements/statuary requirement/satisfactory services etc., the USDMA shall have the right to terminate the contract forth with at any time in addition to forfeiting the performance security amount deposited by the contractor and initiating necessary action as deemed fit including de-paneling your firm etc. solely at the discretion of USDMA.

**LETTER OF BID**

**(To be submitted duly typed, signed with stamped by the Authorised Signatory on the Letter Head of the Bidder in Original along with Technical Bid document shall be uploaded on e-portal and submitted in original.)**

ACEO (ADMIN), USDMA  
USDMA Building, 36 IT Park,  
Sahatradhara Road, Dehradun.

**TENDER FOR PROVIDING INTEGRATED FACILITY MANAGEMENT SERVICES AT USDMA BUILDING. 36 IT PARK. SAHASTRADHARA ROAD. DEHRADUN.**

Dear Sir,

Having examined the terms & conditions, schedule of requirements, scope of work etc. of the tender for the captioned work and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto and affecting the tender. I/We hereby offer to provide specified services in the said memorandum on the minimum manpower including consumable etc. basis mentioned in the attached schedule and in accordance in all respect with the schedule of instructions, scope of work and instruction in writing referred to in conditions of Tender, the articles of agreement, conditions of contract and with such conditions so far as they may be applicable.

a	Description of work	<b><u>TENDER FOR PROVIDING INTEGRATED FACILITY MANAGEMENT SERVICES AT USDMA BUILDING. 36 IT PARK. SAHASTRADHARA ROAD. DEHRADUN.</u></b>
b	Non-Refundable Tender Fee	<b><u>Rs. 5,000/- (Excluding GST) in the form of Demand Draft only</u></b>
c	Earnest Money	<b><u>Rs. 50,000/- (Excluding GST) in form of DD/Banker's Cheque/FDR/BG</u></b>
D	Validity of Contract	The period of contract is initially for 3 years, during this period, if it is found that the performance of the firm is not satisfactory, USDMA will have the right to terminate the contract by giving one-month notice or immediately without assigning any reason thereof in the public/ administrative/ or project interest. The contract is extendable on mutual consent for further years at same rates and Terms & Conditions of existing contract agreement after getting willingness from the concerned contractor and subject to satisfactorily performance of the works.

2. Should this tender be accepted, I/we hereby agree to abide by and fulfil the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to USDMA IT Park, Dehradun, the amount mentioned in the said conditions.

3. I/we have deposited Non-Refundable Tender Fee of Rs. 5,000/- (Rs. Five Thousand only) and FDR/BG for a sum of Rs. 50,000/- (Rs. Fifty Thousand only) as Earnest Money Deposit with USDMA, Dehradun. Should I/We do fail to execute the contract when called upon to do so, I/We hereby agree that this sum shall be forfeited by me/us to USDMA, Dehradun.

4. We understand that as per terms of this tender, the USDMA may consider accepting our tender in part or whole or may entrust the work of housekeeping for proposed building. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of USDMA deciding to drop any of the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided in Terms & Conditions of this tender.

5. We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material and manpower during the currency of contract/execution/completion period.

6. Further, we confirm that we are eligible to quote this tender. In case any information is found incorrect at any subsequent point of time, our tender may be annulled / rejected by USDMA, including taking any action against us as deemed fit.

We have read and understood all the terms & conditions, schedule of requirement and scope of work of the tender and accept the same.

**Signature of the Tenderer  
With Seal**

APPLICATION FORM

- 1 Name of the organization :
  
- 2 Address :
  
  
- 3 Name, Telephone Nos. including Mobile and e-mail id of contact person :
  
  
- 4 Fax No. :
  
  
- 5 Constitution of the Firm (whether Public or private company / firm / Proprietary) :
  
  
- 6 Year of Establishment (Supporting document to be submitted) :
  
  
- 7 Whether registered with the Registrar of Companies / Registrar of firms (if so, mention number and date and supporting documents to be submitted) :
  
  
- 8 Registration with Govt. Authorities
  - a. Income-tax (PAN) No. :
  
  - b. Goods & Service tax no. (GST) :
  
  - c. EPF Registration No. :
  
  - d. ESI Registration No. :
  
  - e. Contract Labour :
  
  
- 9 Names of Directors / Proprietor / Partners / Associates :
  
  
- 10 Details of Similar works completed during the last 5 years (Details may be given in the enclosed format - Form 'B') :
  
  
- 11 Details of under execution / awarded (Details may be given in the enclosed format - Form 'C') :



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12 Annual turnover for the last 5 financial years  
(year-wise) ending 31.03.2023

Financial Year	Annual Turnover in INR
FY 2022-2023	
FY 2021-2022	
FY 2020-2021	
FY 2019-2020	
FY 2018-2019	

13 Name and address of the persons who will be  
in a position to certify about the quality :  
as well as performance of your firm

**Note:** Please enclose separate sheets for additional information, photographs, and documents

Signature of the applicant with seal

Date:

Place:





**PERFORMANCE REPORT FOR 'SIMILAR' MAJOR COMPLETED WORKS  
(REFERRED TO IN FORM 'B')**

- Name of the Work / Project & Location :
- Scope of Work :
1. Agreement No. & Date :
  2. Estimated Cost / Tendered Cost :
  3. Actual Value of Work done :
  4. Date of Commencement  
a. Stipulated date of Commencement :  
b. Actual date of Commencement :
  5. Date of Completion  
a. Stipulated date of Completion :  
b. Actual date of Completion :
  6. Amount of compensation levied for delayed completion if any. \ :
  7. Performance report based on  
Quality of Work, : Excellent / Very Good / Good / Poor  
Time Management, : Excellent / Very Good / Good / Poor  
Resourcefulness, : Excellent / Very Good / Good / Poor  
Financial Soundness, : Excellent / Very Good / Good / Poor  
Technical Proficiency, : Excellent / Very Good / Good / Poor

Signature

Head of the Organization  
Name of Organization

Note :

1. The performance report is to be submitted separately for all major works mentioned in Form 'B'.
2. The performance report preferably be submitted in the above Performa. In case, different Performa is used, the applicant shall ensure that the report / certificate shall contain all the above information / details.

**FINANCIAL BID Submission Form/Price Schedule Form**

**Name of Work: To run the USDMA Canteen, Dehradun.**

**1. Name of Firm / Proprietor: .....**

**2. Address: .....**

**3. Contact Details: .....**

**Items and rates to be given by the contractor in the Canteen (compulsory items)**

**TABLE- A**

<b>S. No.</b>	<b>Items</b>	<b>Quantity</b>	<b>Rate (In Rs.)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1.	Hot coffee	150 ml	20.00
2.	Tea regular	150 ml	15.00
3.	Special Tea/Green Tea	150 ml	20.00
4.	Aloo Patty	1 Piece	15.00
5.	Paneer/ Cheese Patty	1 Piece	20.00
6.	Chole-Rice Per Plate	(50+100) Gms.	30.00
7.	Dal-Rice Per Plate	(50+100) Gms.	30.00
8.	Rajma-Rice Per Plate	(50+100) Gms.	30.00
9.	Chole-Bhature Per Plate	100 Gms. + 2 Pcs.	40.00
10.	Chole- Kulche Per Plate	100 Gms. + 2 Pcs.	30.00
11.	Mix Pakoda	150 Gms.	50.00
12.	Kadhi-Rice Per Plate	(50+100) Gms.	30.00
13.	Stuffed Parantha with Curd (Per Plate) [Aloo/ Cauliflower (Gobi)/ Radish (Mooli)]	2 Parantha + 100 Gms. Curd	40.00
14.	Samosa	Per Piece	15.00
15.	Aloo- Bread Pakoda	(Per Piece)	15.00
16.	Poori- Bhaaji Per Plate	4 pcs. + 100 Gms.	40.00
17.	Chapati/Roti- Bhaaji Per Plate	4 pcs. + 100 Gms.	40.00
18.	Biscuits	Per Pckt.	MRP or less
19.	Cold Drinks (Coca Cola, Thums Up, Sprit, Mirinda, Dew)	Per Bottle	MRP or less
20.	Tropicana/Real Juice	Tetra Pack	MRP or less
21.	Mineral Water	Per Bottle	MRP or less

**Contractor needs to quote/bid for the items from S. No. 01 to 43 in the Table-B below:**

**TABLE- B**

<b>S. No.</b>	<b>Items</b>	<b>Quantity</b>	<b>Rate (In Rs.)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>1.</b>	<b>Fixed/Normal Thali:</b> <ul style="list-style-type: none"> <li>• 01 Sabji,</li> <li>• 01 Dal,</li> <li>• 04 Roti,</li> <li>• Rice,</li> <li>• Salad,</li> <li>• Dahi</li> </ul>	Per Plate	
<b>2.</b>	<b>Deluxe Thali (Veg.):</b> <ul style="list-style-type: none"> <li>• 02 Sabji,</li> <li>• 01 Dal (Dal Makhni/ Dal Tadka),</li> <li>• 01 Paneer Dish (Kadhai / Butter Masala Shahi / Matar Paneer)</li> <li>• 04 Roti (Tawa/Tandoori),</li> <li>• Rice (Plain/ Jeera)</li> <li>• Raita (Boondi/ Veg),</li> <li>• Salad,</li> <li>• Pickle,</li> <li>• 01 Dessert (Gulab Jamun/ Rasgulla / Halwa (Gazar, Moong Dal/ Any Ice Cream)</li> </ul>	Per Plate	
<b>3.</b>	<b>Deluxe Thali (Egg)-</b> <ul style="list-style-type: none"> <li>• Rice (Plain/ Jeera)</li> <li>• 01 Dal</li> <li>• 01 Sabji</li> <li>• Egg Curry</li> <li>• Raita (Boondi/ Veg),</li> <li>• Salad,</li> <li>• Pickle,</li> <li>• 04 Roti (Tawa/Tandoori),</li> <li>• 01 Dessert (Gulab Jamun/ Rasgulla / Halwa (Gazar, Moong Dal/ Any Ice Cream)</li> </ul>	Per Plate	
<b>4.</b>	Fresh Milk Hot	100 ml	
<b>5.</b>	Fresh Milk Hot	200 ml	
<b>6.</b>	Poha/Upma	Per Plate	
<b>7.</b>	Dhokla- 150 Gms.	Per Plate	
<b>8.</b>	Pav Bhaji with 2 Pav	Per Plate	
<b>9.</b>	Idli with Sambhar and Two Chutney	Per Plate	
<b>10.</b>	Masala Dosa with Sambhar and Two Chutney	Per Plate	
<b>11.</b>	Bread Omlette with 1-Egg	Per Piece	
<b>12.</b>	Veg Sandwich	Per No.	

13.	Plain Rice	150 Gms.	
14.	Plain Dal (Dal Fry/Dal Tadka)	150 Gms.	
15.	Dal Makhni	150 Gms.	
16.	Aloo Gobi Masala	150 Gms.	
17.	Dum Aloo	150 Gms.	
18.	Veg Pulao/ Veg Biryani	200 Gms.	
19.	Mix Veg.	150 Gms.	
20.	Butter Naan	Per Naan	
21.	Tawa Roti	Per Roti	
22.	Curd	100 Gms.	
23.	Dessert (Kheer/ Halwa/ Custard)	Per Plate	
24.	Gulab Jamun/ Rasgulla (2 Piece)	Per Plate	
25.	Raita (Boondi/ Veg.)	150 Gms.	
26.	Pastry (70 Gms. Approx.)- Pineapple/ Butterscotch/ Chocolate	Per Piece	
27.	Veg. Noodles	Per Plate	
28.	Veg. Momo - 06 Pieces	Per Plate	
29.	Veg. Spring Roll- 2 Piece	Per Plate	
30.	Veg. Burger	Per Piece	
31.	Boiled Egg	Per Piece	
32.	Kulche	Per Piece	
33.	Bhature	Per Piece	
34.	Maththi	Per Piece	
35.	Ice Cream (Vanila/ Chocolate/ Strawberry/ Butterscotch)- 100 Gms.	Per Cup	
36.	Bread Butter/ Bread Jam – 02 Breads	Per Plate	
37.	Fruit Salad- 200 Gms.	Per Plate	

**To be served at the rates at which they are to be served and the quantum that should be maintained.**

**Rates proposed including GST to be charged for the items served.**

Signature of the Tenderer with seal

**(In all the above pages also, the Signature of the tenderer with seal should be incorporated)**

**DRAFT ARTICLES OF AGREEMENT**

This AGREEMENT is made at Dehradun on this \_\_\_\_\_ day of \_\_\_\_\_ between USDMA, having its Office at ..... represented by its authorized officer (hereinafter called “the Employer”) on the one part and M/s \_\_\_\_\_ (proprietorship/partnership firm/Company), incorporated under the provisions of the Companies Act and having its registered office at \_\_\_\_\_ (hereinafter called “the Contractor”) represented by Shri ..... who is authorized to enter this agreement by its Board of Directors on the other part.

AND WHEREAS the Employer has intention of engaging a contractor to provide Integrated Facility Management Services at ..... situated at .....

AND WHEREAS the Employer had called for Tenders from eligible contractors to provide Integrated Facility Management Services at ..... situated at ..... as indicated in the scope of work and other documents attached to the Tender.

AND WHEREAS the Contractor and others submitted the Tenders and the Employer has awarded the contract relating to provide Integrated Facility Management Services at ..... situated at ....., as stated in the scope of work attached to the Tender Document to the Contractor.

AND WHEREAS both the parties to this agreement are desirous of recording the terms and conditions upon which the said services are to be rendered by the Contractor.

**A. NOW IT IS HEREBY AGREED AS FOLLOWS:**

- a) This agreement will come into effect from \_\_\_\_\_ and will remain in force up to \_\_\_\_\_ or unless it is terminated as per the terms hereinafter contained.
- b) In consideration of the Contract Amount (as per attached price schedule accepted and approved USDMA) to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon and described in the said Specifications and the priced Schedule of Quantities.
- c) The Employer shall pay to the Contractor the said Contract Amount, or such other sum shall become payable, at the times and in the manner specified in the said Conditions as per accepted Tender, covering the cost of manpower, materials/consumables etc. for efficient rendering of the maintenance services. Such sums/dues shall be payable on monthly basis subject to submission of bill / invoice. The specified materials / fittings/ fixtures not covered within the scope of work, shall be arranged by the contractor and actual cost thereof shall be reimbursed by USDMA at prevailing market Rates or any approved rates of USDMA subject to production of GST paid Invoice/Bills duly



authenticated by the Officer of USDMA. The contractor has to take necessary approval of rates, make and model of various maintenance material / items from USDMA prior to its use in the work and Official payment thereon will be made after the same is duly certified by USDMA officials to the effect that the maintenance services have been provided satisfactorily, including use of material, if any, subject to statutory deductions.

d) The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.

B. All the term & Conditions and Annexures thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained. The agreement and documents mentioned herein shall form the basis of this Contract.

C. Any other instruction or scope can be included at the time of signing of the contract by the Authorized Signatory, USDMA as per the directions of the Secretary, USDMA in public/ administrative/ or project interest.

IN WITNESS WHEREOF the Employer (through its duly authorized official) and the Contractor (with common seal to be affixed hereunto in case of Company) have set their respective hands to these presents and two duplicates hereof, the day and year first hereinabove written.

Signed and delivered by USDMA, Dehradun.  
(Name and Designation)

In the presence of:  
Witnesses:

1. \_\_\_\_\_

Address:

2. \_\_\_\_\_

Address:

SIGNED AND DELIVERED BY  
The Contractor by the hand of  
Shri \_\_\_\_\_  
And duly constituted attorney.

Note: If the party is a Partnership firm or individual, should be signed by all or on behalf of all the partners:

(Name and Designation)

In the presence of:

Witnesses:

1. \_\_\_\_\_

Address:

2. \_\_\_\_\_

Address:

Witnesses

**DRAFT FORMAT OF BANK GUARANTEE IN LIEU OF PERFORMANCE SECURITY DEPOSIT**

(Site specific format shall be approved by the USDMA prior to its execution)

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

B.G. No. \_\_\_\_\_

Value Rs. \_\_\_\_\_

Date:

**To**

The .....

State Bank of India,

.....

.....Dear Sir,

**Bank Guarantee of Rs \_\_\_\_\_ towards Performance Security deposit for the work of PROVIDING INTEGRATED FACILITY MANAGEMENT SERVICES AT USDMA Building, 36 IT PARK, SAHASTRADHARA ROAD, DEHRADUN**

WHEREAS (Name and address of contractor/ vendor) (hereinafter called the Contractor) have entered into contract (for Providing Housekeeping, Cleaning & Maintenance Services for Uttarakhand State Disaster Management Authority, ..... situated at Dehradun) with USDMA as mentioned vide letter no..... dated .....and the correspondence and tender relating thereto which is hereinafter referred to as "the said contract" the Contractor has now agreed to produce a Bank Guarantee amounting to 5% of the annual contract value less earnest money deposit of Rs.....(Rupees only), to USDMA ..... for performing their part of the contract obligations.

AND WHEREAS in terms of said contract, the contractor is required to furnish to USDMA ..... a Guarantee of a Scheduled Bank for a value of Rs..... to be valid upto (date).

AND WHEREAS (Name of USDMA) having their office at (address) the Guarantor, at the request of the contractor hereby furnishes a Performance Bank guarantee in favour of ..... and Guarantees in the manner hereinafter appearing. In consideration of the premise, we (name of USDMA) having our office at (address) here after called the "Guarantor" (which expression shall include its successors and assigns) hereby expressly, irrevocably & unreservedly undertaken and guarantee under that if the Contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between USDMA ..... and the contractor, the Guarantor shall, on demand without demur and without reference to the contractor pay to USDMA immediately any sum claimed by USDMA ..... under the said contract up to a maximum amount of Rs. .... (Rupees only)