



**THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA  
(ICAI)**

**TENDER FOR PROVIDING  
CATERING SERVICES  
AT**

**CENTRE OF EXCELLENCE (COE) ICAI BHAWAN, PLOT NO. 10& 11, FINANCIAL  
DISTRICT, NANAKRAMGUDA, GACHIBOWLI, HYDERABAD - 500032**

**TECHNICAL BID  
(Part-I)**

**Particulars of Bidder:-**

**M/s.**

**Address**

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**Tel. No.**

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**Name of the Person**

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**Signing the tender**

**Mobile No.**

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**E-mail ID**

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**LAST DATE FOR SUBMISSION :  
OF SEALED TENDERS**

**TOTAL NUMBER OF PAGES :**

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**Part – I**

**Technical & Commercial Bid**

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**THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)**

**H.O.: “ICAI Bhawan”, Indraprastha Marg, New Delhi - 110 002  
COE: Centre of Excellence, ICAI Bhawan, Plot No.10&11, Financial District,  
Nanakramguda, Gachibowli, Hyderabad - 500032**

**NOTICE INVITING TENDER (PRESS)**

ICAI invites sealed tenders in Two Bid system (Techno-commercial and Financial Bids in two separate covers) from reputed, well established and eligible Contractors for providing Catering Services at its office located at **Centre of Excellence, ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad - 500032**. The Tender Forms can be downloaded from ICAI’s website [www.icai.org](http://www.icai.org) & [www.coeicai-hyd.com](http://www.coeicai-hyd.com). **The last date for submission of sealed tender is 19.03.2021 upto 2.00 P.M.**

**ACTING SECRETARY  
ICAI**

## THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)

H.O.: “ICAI Bhawan’, Indraprastha Marg, New Delhi - 110 002  
COE: Centre of Excellence, ICAI Bhawan, Plot No.10&11, Financial District,  
Nanakramguda, Gachibowli, Hyderabad - 500032

### NOTICE INVITING TENDER (WEBSITE)

ICAI invites sealed tenders in Two Bid system (Techno- commercial and Financial Bids in two separate covers) from reputed, well established and eligible contractors for providing catering services at its Centre of Excellence located at **Centre of Excellence, ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad - 500032.**

### RELEVANT INFORMATION AT A GLANCE

1.	Name of the Work	For providing Catering Services at ICAI CENTRE OF EXCELLENCE located at <b>ICAI Bhawan, Plot No.10&amp;11, Financial District, Nanakramguda, Gachibowli, Hyderabad - 500032</b>
2.	Cost of tender documents	<b>Rs. 1,000/- plus GST in the form of demand draft only favouring “Secretary, The Institute of Chartered Accountants of India”, payable at Delhi.</b>
3	Last date for submission of tenders	<b>19.03.2021 up to 2.00 P.M.</b> Bids may be dropped in the Box placed at Centre of Excellence, <b>ICAI Bhawan, Plot No.10&amp;11, Financial District, Nanakramguda, Gachibowli, Hyderabad - 500032.</b> Alternatively, Tenderers may send the Bids through Speed Post or through courier at the address mentioned herein so as to reach before the last date of submission. The ICAI will not be responsible for any postal/courier delay in receipt of Bid documents. Bids received after due date and time shall be rejected summarily.
4.	Earnest Money Deposit	Demand Draft for <b>Rs.1,00,000/-</b> (Rupees one lakh only) drawn in favour of Secretary, The Institute of Chartered Accountants of India, payable at Delhi.
5.	Date of opening the Technical Bid (Cover-1)	The Technical bids shall be opened at <b>3.00 pm on 19.03.2021</b> or on any other date & time as per discretion of ICAI even if bidders are not present. In the event, the specified date of bid opening is declared as a holiday for ICAI, the bid shall be opened on the next working day at the specified time and location.
6.	Date of opening of Financial bid (Cover –2)	After evaluating the Technical bids on ICAI Parameters, the Financial bids of successful bidders shall be opened on same day or any other date at the discretion of ICAI as notified even if bidders are not present. In the event, the specified date of bid opening is declared as a holiday for ICAI, the bid shall be opened on the next working day at the specified time and location.

7.	Validity of Tender	Tender shall be valid for 90 Days for acceptance from the date of opening of Techno-commercial Bid.
8.	TDS (Income Tax)	As Applicable
9.	Security Deposit/ Performance Bank Guarantee	The successful Bidder shall be required to furnish within 15 days of acceptance of his bid, <b>Bank guarantee for performance equal to Rs.3,00,000/- (Rupees three lakhs only) or 10% of the Annual Contract value whichever is higher</b> , with the ICAI in the manner indicated in General Conditions of Contract. In case, the successful Bidder fails or refuses to sign the agreement or furnish the bank guarantee within the period as indicated above, the earnest money shall be forfeited.
10.	Amount in words	Bidder shall write amount in figures and in words, in case of any discrepancy, amount in words shall be considered as final and binding on both parties.

**Note:**

1. The Catering Services would be required at **Centre of Excellence at ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad - 500032**. Bidders are advised to visit the premises at aforesaid address in the office hours where they can contact Mr. S.V. Ramana Reddy, Mobile No.9515378026.

At Centre of Excellence, various academic programmes would be conducted for Chartered Accountants, Students and Govt. Officers. For providing dinning facilities including breakfast, lunch, dinner, Tea/Coffee with biscuits and snacks as per the requirement to the delegates and faculties, ICAI intend to outsource the catering services during the events at CoE of ICAI, Hyderabad premises.

The ICAI would provide cafeteria with kitchen space, electricity and water supply. However, all required utensils, kitchen implements / tools, catering utensils and catering staff shall be arranged by the contractor and maintained by them. Further, the kitchen garbage shall be disposed by the contractor only. However, the contractor has to ensure that canteen premises are used only for the purpose of running the canteen services and not for other purpose in any manner. The Contractor himself and/or his worker should not use the premises for any other business purpose. The Contractor shall not be authorized for any kind of sub-letting the premises in any manner.

2. ICAI reserves the rights to reject any tender / bid at any stage and/or time fully or partly for whole process and/or for particular contractor and also reserves all rights at any time to add, alter, modify, change, edit & delete any item and/or condition at any stage and/or vary all or any of these terms and conditions or replace fully or partly for whole process and/or for particular contractor or vary all or any of these terms and conditions or replace without assigning any reasons whatsoever. In this regard, the decision of ICAI shall be final and binding on all the bidders.
3. ICAI reserves the right to reject any or all tenders / bids and the entire tender process without assigning any reason whatsoever.
4. Canvassing in any form in connection with the tender is strictly prohibited and the tender submitted by the contractor which resorts to canvassing is liable to be rejected.
5. ICAI or its representatives shall not entertain any bidder, during the period, the

selection of Contractor is in process.

6. ICAI reserves the right to verify the particulars furnished by the tenderer/ bidder, independently.
7. In no case, the request of bidder for change or modification in any terms and conditions related to payment shall be entertained.
8. ICAI reserves the right to modify any condition of Tender documents at any time. ICAI can also issue corrigendum to this tender by notifying the same at [www.icai.org](http://www.icai.org).
9. ICAI reserves the right to award contract in full or in part to one or more bidder(s)/ contractor(s) without assigning any reason, whatsoever.
10. ICAI also reserves the right not to accept the lowest bid.

### Section – I

#### ELIGIBILITY CRITERIA

##### **General Eligibility**

This invitation to respond to the Tender is open to such qualified and reputed contractors which are registered and have their registered office in India. Along with the General Eligibility criteria, bidder has to satisfy the following criteria:

1. The Bidder shall have its registered office, preferably in Hyderabad and in case of firm / company having registered office in any other State/Union Territory; it must have its Branch office in Hyderabad.
2. The Bidder should have **average annual turnover of Rs.50.00 Lacs from catering services during the last three financial years ending on March, 2020**. Copies of the P&L Account and Balance Sheet duly certified by the Chartered Accountant must be enclosed with the Bid document.
3. The Bidder should have minimum 5 years experience in providing catering services for full day meals for at least 100 persons to educational institutions/training centers / canteens/hostel mess in central govt. departments/state govt. departments/public sector undertakings including Public Sector Banks or Local Bodies/ Municipalities.
4. Bidders should have dealt in the catering assignments with annual billing of at least Rs.5 lakhs in one assignment or two assignments of Rs. 3 lakhs each or three assignments of Rs.2.5 lakhs each during any of the last three financial years. The details including names and address of such organizations along with the value of contract to be provided as part of Technical Bid.
5. Proprietor/one of the partners/one of the Directors of the bidder should possess a degree/diploma in Hotel Management or experience certificate of catering of a govt. department.
6. The bidder should submit copy of financial statement of last three years.
7. There should be no case pending with the Courts/Arbitral Tribunals against the Proprietor/ Firm/ Partner or the Company (Contractor). A Declaration to this effect be provided.
8. The Bidder shall have the following Registrations and details of the same shall be provided in the Technical Bid:

- (a) PF & ESI Registration (as applicable)
- (b) FSSAI License / Food License
- (c) GST Registration
- (d) Valid Labour License, issued by Regional Labour Commissioner, Govt. of India, if applicable.
- (e) Proof of compliance of other statutory requirements
- (f) Income Tax return / order copy.
- (g) Copies of contracts already executed and those in hand along with their value.
- (h) Statement indicating financial status and manpower engagement.
- (i) Proof of Registration of firm /Agency along with Proprietary Certificate/Partnership Deed, MOA, AOA, and Incorporation Certificate as the case may be.
- (j) Profile of the Company / Agency/ Firm

**Section – II**  
**INSTRUCTIONS TO TENDERERS**

- 1.1 The bidders are advised to examine each and every clause of Tender documents carefully. Bidder shall submit the Tender Documents duly signed and stamped on each page of tender in token of his acceptance along with his bid.
- 1.2 Bid shall remain valid for 90 days from the date of opening of Part I i.e. Techno - commercial Bids.
- 1.3 The cost of **tender document is Rs. 1,000/- (Rupees One Thousand Only) plus GST in the form of Demand Draft from any scheduled bank** should be drawn in favour of Secretary, The Institute of Chartered Accountants of India, payable at New Delhi is to be submitted along with the Tender/application form. The non- submission of cost of tender form may lead to rejection of the bid.

**1.1 CLARIFICATION REQUESTS BY BIDDER**

- 1.4.1 Although the details presented in this Tender Documents comprising of conditions of contract, scope of work etc, have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.
- 1.4.2 Bidder shall examine the Tender documents thoroughly in all respect.
- 1.4.3 Any failure by Bidder to comply with the aforesaid requirement shall not absolve the Bidder from liability, after subsequent award of contract, from performing the work in accordance with the tender Documents.
- 1.4.4 Before tendering, the tenderers are requested to visit the premises and satisfy themselves fully regarding the nature of the work and get required clarifications from the ICAI, if any. No plea with respect to want of information or clarification on any particular point shall be entertained after the bid has been received.

**1.5 AMENDMENT OF TENDER DOCUMENT**

- 1.5.1 ICAI may, for any reason whether at its own initiative or in response to the clarification requested by the prospective Bidder, issue amendment in the form of addendum / corrigendum during the Bidding period and subsequent to receiving the bids.

Any addendum / corrigendum thus issued shall become part of Tender document and Bidder shall submit 'original' addendum/corrigendum duly signed and stamped in

token of his acceptance.

- 1.5.2 For addendum issued during the Bidding period, Bidder shall consider the impact in his Bid. For addendum issued subsequent to receiving the Bids, Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price / revised price, if any.

## **2. EARNEST MONEY DEPOSIT**

- 2.1 The bid must be accompanied by **Earnest Money Deposit (EMD), for the amount of Rs. 1,00,000/- (Rupees One Lakh only) in the form of a Demand Draft drawn on any Nationalized/Scheduled Bank in favour of Secretary, The Institute of Chartered Accountants of India, payable at New Delhi** and the same is to be submitted along with the Technical Bid. No interest shall be payable on EMD.
- 2.2 If the bidder, after submission, revokes his bid or modifies the terms and conditions thereof during the validity of his bid except where the ICAI has given opportunity to do so, the earnest money deposit submitted by Bidder shall, in such case, be forfeited.
- 2.3 ICAI may at any time cancel or withdraw the invitation to bid without assigning any reason and the earnest money deposit submitted by Bidder shall in such case be refunded to him/it.
- 2.4 The successful Bidder shall be required to furnish within 15 days of acceptance of his bid, Bank guarantee for performance equal to Rs.3,00,000/- (Rupees three lakhs only) or equivalent to 10% of the Annual Contract value whichever is higher, with the ICAI in the manner indicated in General Conditions of Contract. In case, the successful Bidder fails or refuses to sign the agreement or furnish the bank guarantee within the period as indicated above, the earnest money shall be forfeited. No interest shall be payable on Performance Security.

## **3. DOCUMENTS COMPRISING THE BID**

- 3.1 ICAI intends to fully evaluate the technical and commercial submissions.
- 3.2 Bidder is requested to furnish the complete and correct information required for evaluation of his Bid. If the information / documentation forming basis of evaluation is found incomplete / incorrect the same may be considered adequate ground for rejection of the bid.
- 3.3 Bidder shall arrange his/its bid in the following order:

### **I) PART-I TECHNICAL PART (BID)**

Technical part shall comprise of the attachments, specifying attachment number arranged in the order as follows:

- a) Submission of Declaration letter along with Tender document, DD against the cost of tender form, Earnest Money Deposit and its details.
- b) Power of Attorney in favour of authorized signatory of the Bidder.
- c) Organization details
  - In case of a proprietorship firm, the name and address of proprietor, and attested copy of 'Certificate of registration of firm'.
  - In case Bidder is a partnership firm, attested copy of the partnership deed.
  - In case of company (whether private or public), attested copy of the 'Certificate of



Incorporation' together with attested Memorandum / Articles of Association, along with certified copy of the Board Resolution for decision of the company to participate in bids.

- d) **Composition of the Contractor** – Full particulars (whether contractor is an individual, or a partnership firm, or a company etc) of the composition of the Contractor in detail should be submitted along with name(s) & address(es) of the partners/copy of the Articles of Association /Power of Attorney/any other relevant document.
- e) **Work experience during the specified period** Copies of the detailed work orders indicating date of award, value of awarded work should be enclosed as proof of the work experience.
- f) **Details of completed works** – The client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s), name(s) and full contact-details of the officers /authorities /departments under whom the work(s) was/were executed should be furnished.
- g) **Credit worthiness of the Tenderer and its turnover during the specified period**  
Balance sheets of last 3 years should be enclosed ending on March, 2017.
- h) **Name(s) & Address(es) of the bankers of the Tenderer and their contact details.**
- i) List of staff with their qualification and experience.
- j) Copies of labour license, FSSAI License, and GST registration certificate, Proof of Registration with ESI & PF Commissioner with separate code, Proof of compliance of other statutory requirements; Income Tax clearance certificate, Profile of the Company / agency/ firm.
- k) Check list of submission of bid.
- l) Any other relevant document, Bidder desires to submit.

## **II) PART-II PRICED FINANCIAL PART (PRICE BID)**

Financial Bid shall be submitted duly filled in.

- a) No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price part of bid. ICAI shall not take cognizance of any such statement and may at its discretion reject such price bids.

### **4.0 SUBMISSION OF BID**

#### **4.1 SUBMISSION IN TWO SEPARATE ENVELOPES**

- 4.1.1 Technical and Financial part must be submitted in separate sealed envelopes clearly mentioned as “**Technical Bid**” and “**Financial Bid**” and both the sealed envelopes to be put into another envelope and it should be superscribed as “**Tender for providing Catering Services at ICAI Centre of Excellence located at ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032.**”

#### **I) PART-I- TECHNICAL PART**

- a) This part shall contain technical bid. This envelope shall comprise the signed copy of Tender documents, addendum (if any), the information listed for submission in Part -I under Para 3.3 (I) above. Techno-commercial bid disclosing prices shall be summarily rejected.

- b) The envelope shall have following information clearly written on the outside of the envelope, failing which ICAI will assume no responsibility for the misplacement or premature opening of the bid.

**Part-I - Technical Part**

“Technical Bid for Providing Catering Services at ICAI Centre of Excellence located at ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad - 500032”

Due date & time of Opening: \_\_\_\_\_

From: Address of Bidder: \_\_\_\_\_

Original earnest money deposit (EMD shall also be enclosed in this part.)

**II) PART-II SEALED PRICED FINANCIAL PART**

- a) This part of the bid shall contain the Schedule of Rates, duly filled in all respects and other information specifically requested for submission in price part under Para 3.3 (II) above. The envelope shall have the following information clearly written on outside of the envelope, failing which ICAI will assume no responsibility for the misplacement or premature opening of the bid.

**PART-II —FINANCIAL/PRICE PART**

“Financial Bid for Providing Catering Services at ICAI Centre of Excellence located at, ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad - 500032”.

Name and Address of Bidder: \_\_\_\_\_

**4.2 Address to which bids are to be sent (Post/Courier/Hand /etc.)**

**The Secretary  
The Institute of Chartered Accountants of India  
Centre of Excellence  
ICAI Bhawan  
Plot No.10&11, Financial District  
Nanakramguda, Gachibowli  
Hyderabad - 500032**

Bid received after the time and date fixed for receipt of bid is liable for rejection. In case of incomplete submissions, ICAI shall not be under any obligation to give the bidder an opportunity to make good such deficiencies and ICAI may at its discretion treat such bids as incomplete and not consider for further evaluation. Incomplete Bids or Bids received without Earnest Money Deposit (EMD) or Bids received after due date and time of submission will be rejected summarily.

**4.3 SIGNING OF TENDER**

The Tender shall contain the name, place of business and other prescribed details of the person(s) making the Tender and shall be sent by the Tenderer under his signature. Partnership firms shall furnish full names of all the partners and shall annex a copy of the Partnership Deed with the Tender. It shall be signed in the partnership name by all the partners or by duly authorised representative followed by the name and designation of the person signing. Tender by body corporate shall be signed in the name of body corporate by a person duly authorised to do so. All the pages/documents of the Tender should bear the signature of the tenderer with date. All

the entries by the tenderer should be in one ink & legibly written. Any over-writing, corrections & cuttings should bear dated initials of the tenderer. Corrections should be made by writing again instead of shaping or over-writing.

Rates should be quoted both in figures as well as in words. In case the rates quoted in words & figures are at variance, the rates written in words shall be taken as final.

#### **4.4 TECHNO-COMMERCIAL DISCUSSIONS**

Bid of the bidder who submits the required EMD shall be taken up for detailed evaluation. Techno-commercial discussions with bidder shall be arranged, if needed.

#### **5. AWARD OF WORK**

**5.1** The bidder whose bid is accepted by ICAI shall be issued Letter of Intent (LOI). Bidder shall confirm acceptance by returning a signed copy of the LOI. The successful bidder shall be required to execute a formal agreement in accordance with the 'Proforma of Articles of Agreement' within 15 days of receipt of LOI/Detailed Letter of Award.

Contract Documents to be signed between ICAI & selected bidder shall consist of the following:

- a) Agreement
- b) Letter of Intent/ Detailed letter of award
- c) Original Tender document
- d) Addendum / Corrigendum issued to bidder, if any.

**5.2** ICAI reserves the right to award the work to more than one bidder on the rates approved by ICAI for better service options.

### **Section III**

#### **SCOPE OF WORK**

##### **Broad Scope of Work:**

The following menu need to be served during the Residential/Non-Residential Programmes. The Caterer has to raise the bill on the number of pax ordered for the programmes to be held from time to time.

#### **MENU OF THE DAY**

<b>A.</b>	<b>Breakfast : Minimum one each from the following:</b>	<b>Rate</b>
1	Idli / Sambhar Vada / Dosa / Upma / Utpam/ Aloo Paratha/Gobi Paratha/Poori, etc.	
2	Bread Toast / Sandwitch / Cutlet	
3	Samosa / Pakoda / Kachori / Kofta / Namkeen Mixed (or) any breakfast item extra from S.No.1	
4	Banana / Seasonal Fruit	
5	Tea / Coffee / Butter Milk 250 ml (with combination) and Cornflakes with Milk	
6	Tea/Coffee with Biscuits during Tea Breaks as per the specified schedule (THREE TIMES FOR RESIDENTIAL PROGRAM AND TWO TIMES FOR NON-RESIDENTIAL PROGRAMS)	

<b><u>B.</u></b>	<b><u>Lunch</u></b>	
1	Chapati / Missi Roti / Phulka / Assorted Bread	
2	Rice : 01 Coloured Rice & 01 Plain Rice	
3	Raita - Bundi/Vegetable	
4	Dal Yellow / Mix	
5	Curry: Chole, Rajma, etc.	
6	Green Vegetable - Palak / Louky / Bean / Bhindi, Brinjal, Turai, Aloo, etc.,	
7	Any Paneer Preparation	
8	Sambar & Rasam	
9	Papad & Achar	
10	Plain Curd / Yogurt	
11	Salad – Kachha Onion, Tomato, Green Chilly, lemon, etc.	
12	Sweet: Makhan Bara / Jalebi / Rasgulla /Gulab Jamun or any other sweet.	
13	Ice cream of any flavour (Changing on daily basis)	
14	Sweet Pan	
<b><u>C.</u></b>	<b><u>Evening Snacks (Time as specified by ICAI)</u></b>	
1	Tea/Cofee with Biscuits and any Snack item (Samosa, Kachodi, Aloo Bonda, Sweet Corn Samosa, Mirch Bajji, Sandwitch, Frenchfry, etc.) as per the specified schedule	
<b><u>D.</u></b>	<b><u>Dinner</u></b>	
1	Chapati / Missi Roti / Phulka / Assorted Bread	
2	Rice: 01 Coloured Rice & 01 Plain Rice	
3	Chola, Rajma, etc.	
4	Yellow Dal, Tomato Dal, etc.	
5	Mixed veg. Curry & any other fry Curry	
6	Sambar & Rasam	
7	Plain Curd / Yogurt	
8	Papad & Achar	
9	Salad - Onion Kachha, Tamato, Green Chilly, lemon, etc.	
10	Sweet: Makhan Bara / Jalebi / Rasgulla /Gulab Jamun or any other sweet.	

<b>Pls. Note:</b>	<ol style="list-style-type: none"> <li>1. Any vegetable Curry / Dal/ Desert of Lunch should not be repeated in Dinner</li> <li>2. The Caterer has to arrange Cooking &amp; Serving items on their own, the ICAI will provide only space for the same.</li> <li>3. The required Manpower for Cooking &amp; Serving at Cafeteria as well as Room Service (Residential Programs) has to be arranged by the Caterer only.</li> <li>4. The Caterer has to raise their Bills Program-wise as per the number of pax ordered by ICAI.</li> </ol>
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**Extra Requirement:**

Besides the above, the Caterer has to provide a quotation for supply of a cook and a boy to serve on daily basis (i.e., during no programme days) for providing food/tea/coffee/snacks or for any other requirement. In this regard, the office will take decision accordingly.

## SECTION-IV

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### **1. SCOPE OF SERVICES:**

Scope of Services shall be as detailed in Scope of Work (Section –III)

#### **2. EARNEST MONEY DEPOSIT & SECURITY DEPOSIT**

- 2.1 The bidder shall submit an Earnest Money Deposit (EMD) of 1,00,000/- (Rupees One Lakh only), in the form of Demand Draft drawn in favour of “The Secretary, Institute of Chartered Accountants of India”, payable at Delhi.
- 2.2 In case of the unsuccessful bidders, Earnest Money Deposit shall be returned after finalization of the tender process or within three months from the date of opening of tender, whichever is earlier. No interest shall be payable on the EMD.
- 2.3 The successful Bidder shall be required to furnish within 15 days of acceptance of his bid, Bank guarantee for performance for an amount of Rs.3,00,000/- (Rupees three lakhs only) as Security Deposit with the ICAI in the manner indicated herein. In case, the successful Bidder fails or refuses to sign the agreement or furnish the bank guarantee within the period as indicated above, the earnest money shall be forfeited. On furnishing the Bank Guarantee by the successful bidder, EMD will be returned.
- 2.4 The EMD shall be forfeited by ICAI in case, the tenderer withdraws their offer during the period of tender validity or if after submission of quotation the tenderer fails to honour the contract or refuses to comply with any or all the terms and conditions of the tender or/and the contract arising thereunder.
- 2.5 The Security Deposit furnished by the successful bidder will be returned after three months from the expiry or earlier determination of contract, provided the Contractor discharges his services, according to terms & conditions and satisfaction of the ICAI, failing which security deposit shall be forfeited. It is also provided that, if during the currency of contract, if the contractor withdraws his services and/ or fails to discharge his services up to the satisfaction of the ICAI, the security deposit shall be forfeited.

#### **3. RATES**

**The Caterer is required to quote the rates as per the following:**

1. Quotation for minimum 20 Participants
2. Quotation for minimum 30 Participants
3. Quotation for minimum 40 Participants
4. Quotation for minimum 50 Participants

The rates as quoted shall be valid up to a period of one year. There shall be no escalation in the rates during the contract period. Taxes will be paid as per the prevailing rates.

4. The successful Contractor shall render the Catering Services as per the Scope of Work in terms of the quality standards and as per the terms of the tender. The quality of services shall be outstanding and any deviation on account of quality of services shall give right to ICAI to terminate the contract. In case the Contractor to whom the contract has been awarded fails to provide the services as per the terms and conditions of the contract, catering services shall be availed through other agency at the Contractor's risk and cost.

The ICAI reserves the right to appoint alternate source/agency by giving due caution notice and levying penalty as deemed appropriate in this regard.

## **5. PERIOD OF CONTRACT**

The contract shall be valid initially for a period of one year from the date of award of contract. However, a quarterly review on the quality of the services will be done and a decision of the ICAI is final on the continuation of services in case of supply of inferior quality food. On expiry of contract, ICAI will evaluate the performance of services of the Contractor. If the services are found satisfactory, the ICAI reserves the right to extend the contract for more than a year on the same terms and conditions or the terms as may be mutually agreed. The same would be at the discretion of the competent authority of the ICAI.

## **6. ASSIGNMENT**

The Contractor shall not assign/ sublet the work or any part thereof except with the prior written consent of the ICAI. Such consent even if provided shall not relieve the Contractor from any liability or any obligation under the contract.

## **7. TERMINATION OF CONTRACT**

**7.1** Either party may terminate the Contract, without assigning any reason, by giving a two months notice in writing to the other.

**7.2** Notwithstanding anything contained at Clause 7.1 herein above and in addition to any other rights or remedy available to ICAI, the ICAI may terminate the contract, at its option in whole or part, by giving a one month notice in writing, in case of any of the following violations by the Contractor, if the violations are not remedied within the notice period to the satisfaction of the ICAI.

- i. The Contractor refuses to render all or any of the Services at CENTRE OF EXCELLENCE, ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad-500032 which the Contractor is required to render under the Contract, or refuse to render the same within the time or in the manner or otherwise according to the Contract;
- ii. the Contractor becomes incapable of or unable to perform the Contract;
- iii. death of proprietor or dissolution of Contractor or commencement of liquidation or winding up proceedings or appointment of a Receiver or insolvency of the Contractor;
- iv. distress execution or other legal process being levied on or upon any of the Contractor's assets.
- v. the Contractor or any person employed by him made an offer for any purpose in connection with the Contract by way of any gift, gratuity, royalty, commission, gratification or other inducement (whether in money or in any other form) to any employee or agent of the ICAI. The decision of the ICAI as to whether any of the event/contingencies mentioned above has occurred shall be final and binding upon the Contractor
- vi. Contractor assigns or sub-lets the work under the contract without the prior written permission from the ICAI.

**7.3** Upon termination of the contract in whole or in part, the Contractor shall not be entitled to any payment or compensation.

## **8. FORCE MAJEURE**

In the event of either party being rendered unable by force majeure to perform any obligation required to be performed under the Contract by such party, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which such cause lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term 'Force Majeure' as employed herein shall mean acts of God, like fire, earthquake, flood, sabotage, and other irresistible cause like war, revolt, riot which are beyond the control of the either party. However, strike, lockout & other labour or student unrest will not constitute 'force majeure' for the purpose of this contract in respect to obligations of the Contractor.

Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligation(s) suspended by the force majeure shall stand extended by the period during which such cause lasts.

If rendering of services are suspended by force majeure conditions applicable to the Contractor for an aggregate period of more than 1 (one) month, the ICAI shall have the option of terminating the contract in whole or in part or re-negotiate the contract provisions.

**9.** The persons engaged by the Contractor shall be the employees of the Contractor and in no circumstances shall be entitled to claim relationship of employer- employee with the ICAI.

**10.** In case the ICAI is made party to any litigation by the employee(s) of the Contractor for any reason whatsoever, the Contractor shall bear/indemnify any cost incurred by the ICAI.

## **11. INDEMNITY**

The Contractor shall at all times indemnify the ICAI and shall keep it indemnified from and against any claim, loss, damage, action, proceedings, costs, charges and expenses that may be suffered or incurred by the ICAI on account of any misrepresentation or material breach of any representation made by the Contractor or the terms and conditions herein contained or on account of any default or breach or violation or non-observance or non-performance of any applicable law, statute, rule, regulation, directive or guidelines by Contractor or any of its employees or representatives or agents in relation to the contract and attributable to Contractor.

## **12. BLACKLISTING**

Without prejudices to the other rights, the ICAI reserves the right to blacklist the Contractor in case the Contractor commits breach of any terms and conditions of the contract and such blacklisting shall be for the period as decided by the ICAI.

## **13. ARBITRATION CLAUSE**

That in the event of any question, dispute or differences arising out of or in connection with any of the terms and conditions of the tender document or the agreement arising thereunder, in the first instance, the parties hereto shall try to resolve the same by mutual consultation, failing which the same shall be referred to the sole arbitrator to be appointed mutually by the parties. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings shall be held at Hyderabad and the language of the arbitration proceeding shall be English. The

arbitral award shall be final and binding upon both the parties. All Arbitral Awards shall be in writing and shall state the reasons therefor. The cost of the Arbitration shall be borne by both the parties equally.

#### **14. JURISDICTION**

Subject to the aforesaid arbitration clause, any dispute between the parties arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the Courts at Hyderabad only.

#### **15. AMENDMENT TO CONTRACT**

The contract shall not be deemed or understood to have been amended unless amended by a document signed by an authorised representative of each of the parties to the Contract.

#### **16. STATUTORY COMPLIANCE**

16.1 The Contractor shall be responsible for running the canteen as per the rules applicable and ensure the compliance of the provisions thereof including Municipal Rules and Regulations relating to the canteen in force from time to time, during the subsistence of the Contract. The contractor shall obtain necessary licenses/permissions to run the canteen from the concerned authorities.

16.2 The Contractor shall assume full responsibility for discharge of all statutory obligations such as wages, Leave Salary/Leave encashment, allowances, compensations, EPF, Bonus, Gratuity, ESI, etc. relating to its personnel deployed in the Premises. The ICAI shall have no liability in regard thereto. In particular, the Contractor shall ensure compliance with the following and their re-enactments/amendments:

I. The payment of Wages Act, 1936

II. The Employees Provident Fund and Miscellaneous Provisions Act, 1952

III. The Contract Labour (Regulation and Abolition) Act, 1970

IV. The Payment of Bonus Act, 1965

V. The Payment of Gratuity Act, 1972

VI. The Employees State Insurance Act, 1948

VII. The Child Labour (Prohibition and Abolition) Act, 1986

VIII. Minimum Wages Act, 1948

17.3 The Contractor shall employ his own canteen staff, provide them clean uniform at his own cost and shall be responsible for timely payment of their wages/ salary directly in their bank accounts. Payment to canteen staff employed by contractor must be released by 10<sup>th</sup> of every month directly in their bank accounts.

17.4 The contractor will also be responsible to deduct and pay EPF/ESI as per rules and also extend medical facilities etc. as per statutory rules in force from time to time. ICAI shall not be responsible in any manner.

#### **18. OTHER SPECIFIC CONDITIONS**

1. The Contractor shall procure and use all fresh and of standard / good quality raw material, eatables, edible oils etc. necessary for running the canteen at his own costs. The quality of food shall be maintained in consultation with the management of ICAI



and the decision of the management of ICAI in respect of quantity and quality of food shall be final.

2. The Contractor will be required to strictly observe timing of the office and also rules framed by ICAI as amended/ provided from time to time.
3. The contractor shall provide the canteen/ catering services normally on all seven days a week and will also provide the said services on holidays or late hours in the office, if required.
4. The contractor should provide an automated billing service with facility of the swipe cards as well as cash payments.
5. Headgear and gloves (at caterer's own cost) to be worn by all cooks and servers at all times while preparing and serving food.
6. Mandatory to wash hands with soap after use of the rest rooms & before cooking of food.
7. Ensure no re-use of oil used once for deep-frying. Used oil shall be disposed-off appropriately, immediately after the usage. Storage of used oil will be viewed seriously and serious penalty as decided by the ICAI shall be imposed.
8. Ensure no re-use of leftover foods from the previous day. Left-over food should be disposed-off appropriately, within one hour from the completion of the relevant service hours.
9. Items such as sandwiches, burgers, French fry which can be consumed outside the cafeteria premises shall be served in appropriate and convenient packing.
10. Ensure all employees are free of any contagious diseases or ailments.
11. Ensure all employees are well mannered and display courteous behaviour.
12. Ensure pest control administration periodically (rats/ mice/ flying insects. Crawling insects), but not with aerosol based anti-pest sprays that could get in the food.
13. Ensure doors to the canteen are self-closing to prevent entry of flies.
14. Operation of canteen is subject to regular (every week) inspections by the management team appointed by ICAI to ensure all points are adhered to. Further periodic checking/ performance audit by a professional catering monitoring agency (engaged by ICAI) shall also be carried out to evaluate the performance of the caterer on international standards of hygiene, cleanliness and health.
15. Any violation to the terms and conditions of the contract shall attract penalty on the contractor which shall be decided by the ICAI and the same shall be binding and acceptable on/to the contractor.
16. The Contractor shall also undertake and ensure that all the raw material including milk etc. is available during the course of the working hours of the Centre of Excellence and he shall also arrange to supply the food items, tea, coffee, lunch, dinner etc. even beyond the working hours and/ or on holidays, if required by the management at the same rate.
17. The Contractor or his manager who should be qualified and professionally experienced must be available in the canteen at all times to attend the complaint, if any.
18. The oil/ ghee and other ingredients to be used shall be from amongst the brands as suggested by the ICAI. If no suggestions are made, it should have FPO/ AGMARK marking and shall be open to inspection of the authorized representative of ICAI.
19. The contractor will be responsible for maintaining cleanliness inside and around the canteen.
20. The contractor shall provide a portable weighing machine in order to check the weight of item supplied, as per approved rate/ weight list.

21. All Books of accounts, registers and any other documents used in connection with running of the canteen shall be maintained by contractor at his own cost and the same shall be produced for inspection either on demand by the MCI/ESIC/ Provident Fund Authorities / Municipal Authorities or any other official Agency/ officer authorized by the Competent Authority in this connection.
22. The contractor will settle and pay all Municipal and other statutory taxes, if any, to the concerned authorities.
23. The contractor should verify the character antecedents of all the persons employed, through local police and shall submit a certificate to this effect
24. Due to any unforeseen reason, if the canteen is closed for some times, it shall be the responsibility of the contractor to provide food to the delegates, employees and students on the same cost as has been agreed in the tender terms.

**Technical Bid Document**

Name of Bidder \_\_\_\_\_

Address with telephone/fax Nos.

(A) Head office \_\_\_\_\_

(B) Branch Office \_\_\_\_\_

Telegraphic Address/E-Mail Address \_\_\_\_\_

S.No.	Particulars	Attached supporting documentary evidence.	
		YES	No
1.	Required Tender Fee (In the form of DD) Rs. 1,000/- (Non refundable)		
2.	Required Earnest Money Deposit (EMD) (In the form of DD) for Rs. _____ /-		
3.	Copy of Bidder's Registration a. In case of Firm – Copy of Firm Registration Certificate & Partnership Deed b. In case of Company - copies of relevant documents like Memorandum & Articles of Association and Incorporation Certificate, Bye laws, etc. c. If Proprietary concern - Relevant documentary Proof		
4.	Have your concern changed its name at any time? If so, when and the reasons thereof.		
5.	Date of commencement of Business		
6.	Copy of the PAN No of the firm		
7.	Copy of GST Registration		
8.	Copy of Tin No. of the Firm		
9.	No. of Catering personnel at its roll		
10	Name & Address of tenderer's bank and his current Account Number		
11.	Name and Address of the Contract persons to whom all references shall be made by the ICAI		
12.	Signature of the Bidder or his/her authorized signatory on each page of the Tender Document as acceptance of the terms and conditions contained in the Tender Document		
13.	A bona fide caterer having at least 3 years of experience in running hotels, hostel mess/guest house/ canteen or any Govt. Organization/ autonomous bodies supported by the following documents:-		
	a. Shop and Establishment certificate showing the date of initial registration		
	b. Income Tax/ Service Tax Assessment order establishing five-years existence of the firm/company/concern		
	C. Any other documentary evidence issued by the Central		

	Govt./ State Govt.		
14.	Evidence of minimum infrastructure like LPG/ Cylinders Stove, kitchen equipment, utensils, manpower etc		
15.	Copies of Annual Accounts, namely Trading Accounts, Profit and Loss Account and the Balance Sheet for the last three years duly authenticated by Chartered Accountant		
16.	ITR for the last 3 years i.e., 2017—2018, 2018-2019 & 2019-2020		
17.	Supporting document showing Annual Turnover for the last 3 years i.e. 2017—2018, 2018-2019 & 2019-2020		
18.	The bidder should submit copy of financial statement of last three years.		
19.	Valid food safety & standard authority of India (FSSAI) license / Food License issue of Telangana State Govt./ Central Govt.		
20.	Copy of PF Registration, if applicable		
21.	Copy of ESI Registration, if applicable		
22.	Labour License		
23.	Tender Acceptance Letter as per Annexure – ‘B’		

25. Details of organizations where Catering Services are being provided to Govt./ Public Sector Undertaking/ Educational Institutions/ Public Limited co., for last five years in the format given hereunder?.

Name of the Organisation	Total No. of Persons to whom catering services provided	Annual Billing	Period of Contract	Manpower/ Infrastructure deployed	Contact Person at such orgn with Tel. No. and his designation

ANNEXURE 'B'

**DECLARATION LETTER FROM THE CONTRACTOR**

Reference No.....

Date.....

From:  
.....  
.....  
.....  
.....

**SUB: Tender for providing Catering Services at ICAI Centre of Excellence, at ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032**

Dear Sir,

Having examined the captioned Tender Documents consisting of Invitation to Tenderer(s), Instructions to Tenderer(s), General Conditions, Scope of Work etc, (hereinafter called the Tender Documents) and having understood the provisions of the said tender documents, having thoroughly studied the requirements mentioned in the Tender documents, I/We hereby submit my/our offer to you in accordance with the terms and conditions and within the time mentioned in the Tender Documents at the price quoted by me/us in the Financial Bid Form along with Technical Bid being submitted separately duly signed in a sealed cover as required. I/We have enclosed herewith duly signed the following documents namely:

1. Instructions to Tenderer(s)
2. Scope of Work
3. General Conditions
4. Information about Tenderer
5. Technical Bid
6. Price offered Part i.e. Financial Bid
7. Other documents as required

I/We hereby undertake that the statements made herein and the information given by us are true in all respect and that in the event of any such statement or information being found to be incorrect in respect of any of particulars, the same may be construed to be a misrepresentation entitling the ICAI to avoid any resultant contract/to terminate the contract and I/we will compensate the ICAI for any loss/damage caused due to such misrepresentation and the ICAI may also, at its discretion, may blacklist me/us (the Bidder).

I/We confirm having enclosed two demand drafts :

- (i) Earnest Money of Rs.1,00,000/- (Rupees one lakh only) by Demand Draft no.....dated.....drawn on..... Bank.....Branch.
- (ii) Cost of Tender Form (Non-Refundable) i.e. Rs. 1,000/- (Rupees One Thousand Only) plus GST by Demand Draft no ..... dated ..... drawn on ..... Bank .....Branch.

We further note that ICAI can amend/alter/ modify the conditions in its discretion.

- (iii) We also agree that the ICAI reserves the right to cancel the entire process of tender without assigning any reason.

Yours faithfully,

Signature(s) of the Tenderer(s)

Name and Designation of authorised Person  
signing the Tender on behalf of the Tenderer(s)

Full Name and Address of the Tenderer(s)



**THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA  
(ICAI)**

**TENDER FOR PROVIDING  
CATERING SERVICES  
AT**

**ICAI  
CENTRE OF EXCELLENCE (COE) ICAI BHAWAN, PLOT NO. 10& 11,  
FINANCIAL DISTRICT, NANAKRAMGUDA, GACHIBOWLI, HYDERABAD -  
500032**

**FINANCIAL BID  
(Part-II)**

**Particulars of Bidder :-**

**M/s.**

**Address**

---

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---

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**Tel. No.**

---

**Name of the Person**

---

**Signing the tender**

**Mobile No.**

---

**E-mail ID**

---

**LAST DATE FOR SUBMISSION :  
OF SEALED TENDERS**

## FINANCIAL BID

**Rates may be quoted as per the Scope of Work given in the Tender document.**

*\* Quotations may be submitted in case of 20 participants, 30 participants, 40 participants and 50 participants as a minimum guarantee.*

**Note:**

1. Taxes must be quoted separately or else it would be deemed to be included in the unit rates. The bidders shall quote the rates in Indian Rupees.
2. All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the rates tendered by him/them in figures as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.

The Financial Bid form should be on the letter head of agency / company/firm, and be submitted in a separate sealed envelope.

Signature of the Bidder

Name and Designation of authorised Person  
signing the Tender on behalf of the bidder