

Tele: 011-25694081 to 85 (Extn -120)
Email dsoistore@gmail.com

Reply should be addressed
to the Secretary DSOI, Dhaula Kuan
New Delhi -110 010

DSOI/C,S &M/TENDER (Empanelment of B. Hall) 2018-19

Jan 18

M/s. _____

**TENDER FOR CONTRACT FOR SERVICES OF TO DSOI DHAULA KUAN AT NEW DELHI FOR
THE PERIOD FROM
01 APR 2018 TO 31 MAR 2019
(UNDER EMPANELMENT OF BANQUET HALL SERVICES)**

Sir,

We are inviting the tender enquiry for empanelment of Banquet Hall Services as mentioned in Schedule 'A' of Tender. The instructions to bidders are as follows in subsequent para.

1. Bids in sealed cover are invited for conclusion of services for the period from **01 Apr 2018 TO 31 Mar 2019** listed in **Schedule 'A'**, Part II of this Tender. Please superscribe the above-mentioned Title, Tender number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this tender are given below -
 - (a) Bids/queries to be addressed to: **The Secretary, DSOI Dhaula Kuan**
 - (b) Postal address for sending the Bids: The Secretary, DSOI Dhaula Kuan, New Delhi -10
 - (c) Location of the Sealed Box for depositing Bids by Hand: At Reception Counter DSOI Dhaula Kuan, New Delhi-10
 - (d) Name/designation of the contact personnel: The Officer-in-Charge, (C,S&M)
 - (e) Telephone numbers of the contact personnel: The OIC, C,S&M , 25688487,
Mob: 8851759507, Manager (Store): 9891273459
 - (f) Website www.dsoidelhi.org
 - (g) **Last date of submission of bid 1500 hrs on 17 Feb 2018.**
 - (h) Validity of bid: Quote shall remain valid for 120 days from the date of submission.
 - (i) The Officer operating the contract will be the Secretary, DSOI Dhaula Kuan New Delhi.
 - (j) **Opening of Bid: 1530 hrs on 17 Feb 2018.** The bid will be opened in Committee Room of DSOI, Dhaula Kuan.

3. This Tender is divided into four parts as follows:
 - (a) **Part I** - Contains general information in the 'Tender' and instructions for the Bidders about the tender such as the time, place of submission and opening of tenders, clarifications, validity period of tenders, documents required etc.
 - (b) **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), at **para 13** of Tender.
 - (c) **Part III** – Standard Condition of Contract contains the binding conditions.
 - (d) **Part IV** – Special conditions of TENDER.
4. This tender is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. The Buyer also reserves the right to withdraw the **TENDER AND REJECT ANY TENDER**, should it become necessary at any stage.

Part I – GENERAL INFORMATION & INSTRUCTIONS TO TENDERERS.

5. With reference to the preparation and submission of tender for the Services of various tendered items at DSOI Dhaula Kuan, New Delhi-110010 from **01 Apr 2018 TO 31 Mar 2019**.

- (a) Sealed Tenders for the Services of the articles shown in the attached Schedule will be received upto **1500 hrs on 17 Feb 2017** by DSOI. Tenders must be sent under strong cover, securely-fastened, sealed and conspicuously marked "Tender for the supply/Services of "Empanelment of Banquet Hall Services" (Name of Tender). These must be addressed to the Secretary DSOI Dhaula Kuan, New Delhi-10 and not to any officer by name. Details of Bank Draft for Earnest Money must be written on the top of sealed cover.

- (b) **Schedule 'A'** is attached showing the conditions required for empanelment of Banquet Hall Services and the vendor has to confirm either 'YES' or 'NO' with name of Agency of vendor. The Schedule is to be signed, stamped and dated. No alterations or additions to any of the documents connected with the tender are permitted.

- (c) Interested parties should be in the core business of providing outdoor catering service, tentage, lighting and illumination & vedi & flower decoration or should be in the business of hotels/restaurants.

- (d) No conditions contrary to tender provisions shall be accepted.

- (e) No subletting of services is allowed.

- (f) Any erasures or alterations made in the tender are to be signed by the bidder.

6. **Forwarding of Bids:** Bids should be forwarded by Bidders under their official memo/letter pad as a covering letter only along with following enclosures:-

- (i) TENDER.
- (ii) Schedule 'A' to TENDER.
- (ii) Appendix 'A' to TENDER.

NOTE:- Empanelled Vendors already registered in DSOI in 2015-16 to quote their Registration Number on Quote Bid. Also Rs 5000.00 be deposited along with the quote bid for renewal of registration for next three years with following documents to be submitted as under:-

(a) Bank statement for the last six months.

(b) Income Tax Returns for the last three years. Last year's return duly vetted and countersigned by Chartered Accountant.

7. **Clarification regarding contents of the tender:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Customer in writing about the clarifications sought not later than 03 (three) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

8. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

9. **Validity of Bids:** The Bids should remain valid till 120 days from the last date of submission of the Bids.

10. **Vendors who are not registered with DSOI** can also apply subject to providing the following documents in a separate envelope bundled with their sealed tender :-

(a) PAN and Income Tax Returns for the last three years, Last year's return duly vetted and countersigned by Chartered Accountant.

(b) Experience certificate in the field for the last three years.

(c) GST and copy of Registration Certificate.

(d) Bank statement for the last six months.

(e) Proof of Residence.

(f) Three photographs of the applicant and specimen signatures duly attested by Chartered Accountant/Gazetted Officer as per Performa.

(g) All documents submitted by the applicant must be signed with ruber seal.

(h) Address proof of shop/establishment to be given to the contractor and the same be verified by the TAC/BOO/through competent agency.

(i) Ownership/Partnership proof of the company be attached.

(j) Registration fee (non refundable) of Rs. 5000/- be levied from the applicants.

(k) No cash transactions in respect of taking of any type of fees/EMD/Security deposit should be permitted. All transactions through DD/BG to DSOI Account.

(l) Certificate/Accreditation/Membership/Registration any reputed Statutory/ Non Statutory organization for establish quality/performance efficiency etc.

(m) FSSAI approval for catering from competent authority.

Part II – Essential Details of Services required

11. **Schedule of empanelment.** The empanelment is for 12 (Twelve) months wef **01 Apr 2018 to 31 Mar 2019**.

12. Schedule 'A' for empanelment clearly specifies the conditions for empanelment. Typically the services would be required for functions as follows:-

- (a) Guest list of 100 to 250 persons.
- (b) Guest list of 250 to 500 persons.
- (c) Guest list of 500 to 1000 persons.
- (d) Guest list above 1000 persons.
- (e) Special Guest.

Part III – Standard Binding Conditions of Contract:-

13. Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the Customer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

14. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India. All matters relating to the contract will be subject to the jurisdiction of courts in Delhi.

15. **Effective Date of the Contract.** The contract shall come into effect from **01 Apr 2018** or on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

16. **Arbitration.** In the event of a dispute arising between the contractor and the Institute regarding this contract or its terms of effect thereof during the currency of the contract or after conclusion thereof the same shall be referred to the sole arbitration of President, DSOI or his nominee for arbitration whose decision shall be final and legally binding on both the contractor and the Institute.

17. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) **Penalty for use of Undue Influence.** The Bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the DSOI management or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other contract with the Government of India. Any breach of the aforesaid undertaking by the firm (Bidder) or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the DSOI management to

cancel the contract and all or any other contracts with the Bidder and recover from the Bidder the amount of any loss arising from such cancellation. A decision of the President DSOI or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the DSOI management towards any officer/employee of the Bidder or to any other person in a position to influence any officer/employee of the DSOI management for showing any favour in relation to this or any other contract, shall render the Bidder to such liability/penalty as the DSOI management may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee.

- (b) The Buyer has noticed that the contractor has utilized the services of any agent in getting this contract and paid any commission to such individual.
- (c) The contractor fails to provide high standard of services even after all warnings.
- (d) If the vendor assigns or sublet the contract or any part thereof.
- (e) **In case of termination of the contract, on any of the grounds mentioned above, security deposit or such portion thereof as the officer sanctioning the contract shall consider fit or adequate shall stand forfeited and be absolutely at the disposal of DSOI without prejudice to any other remedy or action that the DSOI may have to take.**

Part IV – Special Conditions of TENDER

Qualification and Eligibility Criteria for fresh registrations.

18. Qualification Criteria:-

- (a) Parties submitting their expression of interest should be in the business of outdoor catering / hotel / restaurant chain/tentage, lighting & illumination/vedi & flowers for over 2 years. Certificates to be submitted.
- (b) There should be a registered establishment in the city limits of Delhi NCR.
- (c) The EOI should be submitted as single entity. The joint submission, formation of consortium specifically for this would not be considered. However, if JV is pre-existing before the date of publication of bid document would be considered. Sufficient proof establishing the existing of JV should be submitted in such cases.

19. Eligibility Criteria: -

- (a) Parties should have a complete set up/establishment in Delhi NCR, having an average annual turnover as indicated below:-
 - (i) Catering. Minimum turnover/business of Rs 30.00 lakhs per year for the last 2 financial years. The party should have the desired infrastructure with all support staff. The party should also be financially sound since last three years and should be in the business of catering, hospitality, restaurant for at least two years in India. Necessary certificates as indicated in the form of particular, in support of the above should be submitted along with the EOI.

(ii) Tentage, lighting & Illumination. Minimum turnover/business of Rs 30.00 lakhs per yr for the last 2 financial years. The party should have the desired infrastructure with all support staff. The party should also be financially sound since last three years and should be in the business of tentage, lighting & Illumination for at least two years in India. Necessary certificates as indicated in the form of particular, in support of the above should be submitted along with the Expression of Interest.

(iii) Vedi and Flowers. Minimum turnover/business of Rs 10.00 lakhs per year for the last 2 financial years. The party should have the desired infrastructure with all support staff. The party should also be financially sound since last three years and should be in the business of vedi and flower decoration for at least two years in India. Necessary certificates as indicated in the form of particular, in support of the above should be submitted along with the EOI.

(b) The interested parties should have experience of services to various kinds of high profile functions. The list of major functions, having serviced along with the salient feature, guest strengths, VIP Dignitaries, Clients, etc should be attached. The client should have at least undertaken 10 functions in each year, for last three years having guest strengths of more than 100 guests for **outdoor catering, tentage, lighting & illumination and vedi & flowers.** A letter/certificate from the clients (minimum two of the last financial years 2016-17& 2017-18) should be submitted in support of the above claim and the same should be forwarded along with the EOI.

(c) The bidder should have registration of running **catering; tentage, lighting & illumination and vedi & flowers** as applicable for service and must have valid Registration Certificate & Permit/License/FSSAI approval (for catering) for running such Hotel/Restaurants/Catering and other Services etc. issued by the Competent Authority such as New Delhi Municipal Corporation (NDMC) and other certificates wherever applicable which is required by the law and also must furnish duly certified copies thereof in support of the EOI.

(d) The bidder shouldn't have been blacklisted by any government institution/private organisation in the past three years nor the bidder should have been pursuing any legal case against a Government Institution/private organisation on account of catering/tentage, lighting & illumination/Vedi & Flowers services as applicable. Attach self certificate declarations.

(e) The offers are invited only for the purpose of empanelment, which would be for a period of three year. However, the DSOI reserves the right to discontinue with the panel before the completion of due period, if desired.

(f) DSOI is at liberty to disqualify the empanelled firm / bidder even after once empanelled if it is found subsequently that the quality of service is not up to the mark as per the terms, conditions and requirements laid down / informed to agency at the time of the execution. If it is detected that some concealment/non-disclosure of material facts made by the party in order to qualify, DSOI reserves the right to disqualify subsequently. In the above eventuality, DSOI is entitled to forfeit the earnest money of the disqualified party and also realize the expenses/loss incurred by DSOI for re-tender/compensation at the discretion of the DSOI.

(g) The party should indicate all the details in the form of particular for EOI Bid, their registration number for Service Tax, Sales Tax, VAT, OR any other taxes, (kindly specify and give details of same).

(h) Copies of Income Tax Returns filed for the last two years.

20. The general conditions and specifications are to be strictly adhered to and that no extra charges or claim in respect of extra work will be allowed, unless such extra work is clearly outside the spirit and meaning of the specifications and conditions of the contract and is ordered in writing and claimed for in the prescribed manner and at the prescribed time.

21. The agency should strictly adhere to the statutory regulations viz. Contract Labour (Registration & Abolition) Act of 1970. Minimum wages Act. Shops and Commercial Establishment Act. PF Act, ESI Schemes and any other regulations covering Labour contract. Meeting the stipulated requirements under statutory acts would be the sole responsibility of the party and it would indemnify DSOI and its officers/ representatives/etc of any damages, losses, etc.

22. The Bidder will be responsible for compliance with all laws, rules regulations including but not limited to the employment of labour, work conditions, workers compensation, payment of wages and other statutory payment such as social security and other payroll deductions including applicable contribution from such persons when registered by law.

23. The Bidder will be solely responsible for all threats, accidents of loss of life caused to employees, representative for and on behalf of the Bidder or any persons whatsoever, on account of providing services to DSOI and Bidder further agree that it shall indemnify the DSOI management against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use.

24. **Taxes and Duties. The bills at the time of submission by the successful contractor to DSOI should indicate the GST/VAT/Service tax etc. paid/payable by the firm separately.**

25. **GST/Sales Tax Certificate/GST:** While claiming the Sales Tax/GST, the following Certificate may be submitted along with the bills to the paying authority:-

(a) Certified that the goods on which Sales Tax/GST has been charged have not been exempted under the rules made there under and the amount charged on account of sales tax on these goods are not more than that is payable under the provisions of the relevant Delhi Sales Tax Act (DSTA) or the rules made there under.

(b) Certified that we/ our agent is a registered firm for the purpose of GST.

26. **Performance Guarantee (Security Deposit):** The Bidder will be required to furnish a Performance Guarantee (Security Deposit) by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a amount as mentioned in Schedule 'A' within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of contract. EMD amount will be offsetted towards Security Deposit.

27. **Disqualification of vendor for Empanelment:** Following clauses shall regulate the disqualification:-

- (a) Not submitted in accordance with the prescribed forms.
- (b) The Bidder qualifies the bid with his own conditions.
- (c) Bid received after due date and time.
- (d) Bid not accompanied by all requisite forms and supporting documents.
- (e) Information submitted in Empanelment bid is found to be misrepresented, incorrect or false accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any.
- (f) Bidders may specifically note that while processing the EOI documents, if it comes to our knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form a cartel resulting in delay / holding up the processing of tender, then the Bidders so involved are liable to be disqualified for this contract as well as for a further period of two years.
- (g) No Bidder will be allowed to withdraw after submission of the bids; otherwise the EMD submitted by the bidder would stand forfeited.
- (h) In case of successful bidder declines the offer of contract, for whatsoever reason(s) the EMD submitted by the successful bidder would stand forfeited.

28. **Risk Purchase Clause.** If anytime during the currency of the contract it is found that :-

- (a) Services are not provided in time, and/or
- (b) The Bidder / party submitting EOIs services are found unsatisfactory, and/or
- (c) Services do not conform to the specifications indicated in the contract. Then in that event DSOI will be at liberty to obtain the services covered under this contract from alternative source(s) at bidder / party submitting EOI(s)'s risk and cost including invoking/resorting to apply any other clause of this document. Expenses incurred on such risk and expense shall be debited from the payment accruing to the contractor in running bills of that month or future payments.

29. **Labour Clause.** The bidder / party submitting EOI/s alone shall be liable to pay the wages and all other payments as may be due to their employees/men/workers engaged by the bidder / party submitting EOI/s. The Bidder / party submitting EOI/s shall also indemnify the DSOI for any claims arising out death/injury or whatsoever, made by such employees/men/workers engaged by the bidder / party submitting EOI/s.

30. **Abide By Law of The Land.** The bidder / party submitting EOI shall abide by and comply with all Local, National as well as International Laws in connection with the Services to be provided by the Agency under the subject contract. DSOI shall not be responsible for breach of law, if any, by the bidder / party submitting EOI.

31. **Exit Clause.** The agency will have to give three months termination notice in case the service provider does not wish to continue provision of services for the DSOI. DSOI will have the option to terminate the agency from the panel any time.

32. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit EMD in favour of the **Secretary DSOI Dhaulakuan, New Delhi-110 010** for an amount of **Rs.50,000/- (fifty thousand only)** as reflected on the schedule 'A' of the TENDER along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business. EMD is to remain valid for a period of Sixty days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 60th day after the award of the contract. . The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. **The details of the earnest money submitted with the tender are to be shown on the sealed cover of the technical bid where applicable.**

33. **Payments.** Payments will be made in Indian Rupees through Cheque. The empanelled firm at the completion of the service event wise shall submit receipted bills in the name of DSOI. The payment will be released within 30 days of submission of complete documents. All payments shall be made subject to deductions of TDS as per the Income Tax Act. **Rebate will be deducted on actual billing to the DSOI.**

MODEL FOR CARRYING OUT BUSINESS

34. After empanelment of qualified parties as mentioned above, the firms empanelled list will be put up to customers hiring the DSOI premises for Catering/ Wedding and thereafter firms will be invited based on the requirement of the function from the parties empanelled in respective categories upon their requirements of the menu, guest profile, tentage, lighting & illumination and vedi & flower etc.

35. **Scope of Work.**

- (a) The scope of services includes High Tea, Dinner, working Lunch, Lunch, Snacks etc.
- (b) The party should operate /serve round the clock including public holidays, festivals, Sundays. It is therefore essential that services should be round the year.
- (c) The empanelled party will engage sufficient expert, tech and qualified manpower to ensure prompt service and abiding rule & regulations of labour laws.
- (d) All food items will be served by persons in uniform carrying photo identity card indicating validity period. For functions at DSOI, the party may have to liaise with local police for preparation of identity cards for high profile functions requiring stringent security.
- (e) The empanelled party will bring along with his own equipments viz; crockery, cutlery, frills (cloth covers) and other paraphernalia etc for serving the food and provision of other services. For tentage, lighting & illumination the empanelled party will bring silent generators as required. Electricity will not be provided by DSOI.

(f) The empanelled parties or their employees shall not use the premises allotted to him for any other purpose except storing of food, servicing and, preparation of food in Banquet Hall kitchen shall not act in any manner so as to cause any nuisance or annoyance to DSOI.

(g) The party entrusted the service shall entirely be responsible for proper trouble free service during the period of the function. In case of loss, inadequate / improper maintenance/ inadequate service, the party shall be held responsible and deduction equal to the loss assessed will be made from the bills as per the recommendations of the DSOI Management. They shall be binding on the empanelled agency.

36. The intention of DSOI is to make available hygienic and qualitative food to the guests during the function organized through reputed firms so empanelled by it. The firm / party and his staff are expected to provide courteous service while on job. Any deficiency noticed in this regard will be treated as a breach of agreed norms of conduct and the empanelment will be terminated without any notice.

Note:- All documents submitted by the applicant must be signed with Rubber Seal. Registration of vendors does not guarantee award of any business, unless the other terms and conditions laid down are met in toto by the registered vendors.

37. We agree to abide by the above terms and conditions.

Date: Signature

Place: Name of the Authorized Person

Seal of the Company.

Please return this form and the form of particulars duly signed and stamped on each page. No tender will be considered unless accompanied by requisite form(s)/ documents.

Yours faithfully,

(YS Gahlaut)
Brig
Secretary

Enclosures:-

- (a) Empanelment of vendor for B. Hall Service , Schedule 'A' (one sheet)**
- (b) Undertaking by the Vendor, Appendix 'A' to this TENDER (one Sheet)**

DEFENCE SERVICES OFFICERS' INSTITUTE**DHAULA KUAN: NEW DELHI - 110010****TENDER FOR EMPANELMENT OF BANQUET HALL SERVICES FOR DSOI****DHAULA KUAN NEW DELHI - 10 FOR THE YEAR 2018-19**

Supplies & Services required

Duration of the Contract

01 Apr 2018 to 31 Mar 2019

Earnest Money Rs. 50,000/-

1. I/we M/s _____ is/are interested to register my firm for Banquet Hall Services of DSOI in the following categories:-

- | | |
|------------------------------------|--------|
| (a) Catering Services | Yes/No |
| (b) Tentage, Lighting illumination | Yes/No |
| (c) Vedi & Flowers Decorations | Yes/No |
| (d) All Categories | Yes/No |

2. DSOI will be charging the rebate and security deposit to DSOI for the above categories on empanelment as under:-

	<u>Rebate Amount</u> <u>(Per Function)</u>	<u>Security Deposit</u> <u>Amount (Rs.)</u>
(a) Catering Services	Rs.30,000/-	Rs.3,00,000/-
(b) Tentage, Lighting illumination	Rs.15, 000/-	Rs.3,00,000/-
(c) Vedi & Flowers Decorations	Rs. 5,000/-	Rs.50,000/-
(d) All Categories	Rs.50,000/-	Rs.3,00,000/-

3. Catering for the functions which are being organized in the Banquet Halls & Lawns of DSOI will be prepared in the kitchen of Banquet Hall @Rs. 5,000/- per function.

4. DSOI will also be charging the following amount from vendors for cleaning of area and DSOI will charge the cost of cleaning the area from the vendors as under:-

- | | |
|---|-------------|
| (a) Catering Services
(including Tentage if provided by same vendor) - | Rs. 1,000/- |
| (b) Vedi & Flowers
(including Tentage if provided by same vendor) - | Rs. 1,000/- |
| (c) Tentage, Lighting & illumination
(including Tentage if provided by same vendor) - | Rs. 1,000/- |
| (d) All Categories
(including Tentage if provided by same vendor) - | Rs. 1,500/- |

Signature of witnessName & AddressSignature of Tenderer(s)Name & Address

UNDERTAKING BY THE VENDOR

1. I, the undersigned, on behalf of my Firm named and style as.....do hereby understand that for the purpose of all transactions under this contract, Managing Committee of Defence Services Officers' Institute hereinafter referred to as DSOI or any Officer appointed by the Managing Committee would be sanctioning officer for the contract. Secretary DSOI will be the operating officer for the purpose of all transactions.

2. I agree on acceptance of this tender as a whole and to services to the operating officer, DSOI in accordance with such acceptance, as the articles specified in the Schedule attached hereto as the DSOI may actually require during the period between **01 Apr 2018 to 31 Mar 2019** or to such date as this period may be extended under the conditions of Clause 8 of this undertaking, subject to the conditions and stipulations specified in the Tender(including any schedules and "Specifications and Conditions" contained therein or attached thereto) in the acceptance and in the "Instructions to Bidders" (all of which constitute and are hereafter referred to as "Contract")

3. I shall deliver the services at my expense in such quantities, at such time, in such manner, to such person and at such place (within the area covered within premises of DSOI) as the Secretary may direct.

4. I shall furnish, as Security deposit, within twenty days of issue of notice of the acceptance of this tender in whole or before commencement by me of the performance of the contract, whichever is earlier or within such extended time as may at the sole option of the contract sanctioning officer, be granted to me, the sum specified in the said notice of the acceptance. I agree that in the event of any delay in lodging the security deposit, the contract-operating officer may deduct the requisite amount of security deposit from my earnest money and bills, in order to make up the Security Deposit in full or to terminate the contract at the sole discretion of the contract sanctioning officer.

5. Any change in the constitution of my firm shall be notified forthwith by me in writing to the Secretary DSOI and such change shall not relieve any former member of the firm from any liability under the contract. No new partner/partners shall be accepted into the firm by me in respect of this contract unless he/they agree(s) to abide by all its terms and conditions and to this effect, my receipt of acknowledgment or that of any partners subsequently accepted as above, shall bind me and will be sufficient discharge for any of the purposes of the contract.

6. The officer sanctioning the contract may authorize such officers as he may wish to operate the contract on his behalf and I and my agent will accept and carry out instructions given by such officers (or their representatives) in connection with the contract as if these were issued by the officer sanctioning the contract himself.

7. All monies or compensations payable by me to DSOI under the terms of contract, may be forfeited/recovery from/deduction from my security deposit or from interest arising there from or from any sums which may be due or may become due to me by DSOI under this contract or any other contract or any other account with the DSOI. In the event of my security being deducted by reason of any such deductions of sale, as aforesaid, or should the value of such receipts of securities depreciate in value during the period that they be held as such security deposit, I shall, within twenty days from the date of my being called upon to do so, make good in case of receipts or securities the amount required to complete the security deposit to the original value.

8. If the need arises, I undertake to extend the contract period by another quarter (Three months) at the contracted terms and conditions & rates. The decision of the officer sanctioning the contract in this respect will be binding on me.

Signature of witness

Name & Address

Signature of Tenderer

Name & Address