

No.ES/32/2023-PS

29.09.2023

**Subject : Bid Document for providing of Cafeteria Services at
OIDB Bhawan, Plot No.-02, Sector-73, Noida- 201
301.**

Introduction

Oil Industry Development Board (OIDB) has its Office complex, "OIDB Bhawan at Sector-73, NOIDA" which houses Directorate General of Hydrocarbon (DGH), Oil Industry Safety Directorate (OISD), Centre of High Technology (CHT), Indian Strategic Petroleum Reserves Ltd (ISPRL), Indian Oil Corporation Limited (IOCL), Hydrocarbon Sector Skill Council (HSSC) and Petroleum Sports Promotion Board (PSPB). About 500 employees are working in these offices. These offices are also visited by large number of public representative as well as officers from Public & Private Sector.

2. The cafeteria area measuring 7000 sq.ft. is situated at Ground Floor of OIDB Bhawan with air conditioned and essential furniture & fixtures. The core business in the cafeteria is to provide eatables like Buffet lunch, normal lunch, tea, coffee, cold drink, snacks etc. for the officials working in OIDB Bhawan Offices and provide refreshments for official meetings, seminar and important functions that are held in OIDB Bhawan by the above organisations.

3. Oil Industry Development Board (OIDB) hereby invites bids from reputed, financially sound firms having experience in running Cafeteria/Canteen, for providing catering and related services in its cafeteria at OIDB Bhawan, Sector-73, Noida-201301 as per the following schedule:

Sl.	Item	Description
1	Scope of Work	Providing catering and related Cafeteria Service at OIDB Bhawan, Sector-73, Noida-201 301.
2	Type of bid	Two bid system: (1) Technical bid (2) Financial/Price bid

प्रधान कार्यालय :-
ओ.आई.डी.बी. भवन, 'सी' ब्लॉक, तीसरी मंजिल,
प्लॉट नं. 2, सेक्टर - 73, नौएडा-201301, उ.प्र.
फोन : 91-120-2594602, 603, 604 फैक्स : 91-120-2594630
वेबसाईट : www.oidb.gov.in

पंजीकृत कार्यालय :-
301, वर्ल्ड ट्रेड सेंटर, तीसरी मंजिल, बाबर रोड, नई दिल्ली - 110 001
फोन : 91-11-23413540

Main Office :-
OIDB Bhawan, 'C' Block, 3rd Floor
Plot No. 2, Sector - 73, Noida-201301, Uttar Pradesh
Phone : 91-120-2594602, 603, 604 Fax : 91-120-2594630
Website : www.oidb.gov.in

Registered Office:-
301, World Trade Centre, 3rd Floor, Babar Road, New Delhi - 110 001
Phone : 91-11-23413540

3	Availability of Bid Document	GeM portal & OIDB's website i.e. www.oidb.gov.in
4	Submission of bid	On GeM portal only
5	Date of Publishing tender document	01.10 .2023
6	Pre-bid meeting date	09.10 .2023 at 03.00 P.M.
7	Last date & time of submission of bid	23.10 .2023 up to 02.00 P.M.
8	Date & time of opening of bids.	23.10 .2023 at 02.30 P.M.
9	Period of contract	01 year [Initially for a period of one year which can be extended for another period of two years (1+1) on annual basis subject to satisfactory performance of the contractor determined by the OI DB]
10	Estimated cost of the contract	Rs.90 lakh approx. per annum
11	Bid Qualification Criteria	Annexure- I
12	Terms & Conditions	Annexure-II
13	Permissible Brands for Raw Material/Consumables	Annexure-III
14	Financial/Price bid	Annexure-IV

(Meharban Singh Chauhan)
Sr. Accounts Officer
Link officer of Manager (P&A)
0120-2594614

Annexure-I

Bid Qualification Criteria

(i)	Bidder should have valid license as per Food Safety and Standards Act 2006 as amended from time to time. Bidder should submit necessary documents in support of above.
(ii)	The bidder should have registration with statutory authorities such as Labour Welfare, EPF/ESI, Income Tax (PAN) and GST Department etc. Bidder should submit photocopies of the above documents duly certified.
(iii)	The Registered office or Branch office of the bidder should be located in Delhi/NCR. Bidder should submit necessary documents as a proof.
(iv)	Bidder should have minimum experience of having successfully completed similar works [i.e. providing of canteen/cafeteria services in the various Govt./PSUs/Corporate offices/reputed MNCs(Bidder shall submit the work order/contract and experience/performance certificate)] for the last three (3) financial years [FY:2020-21, 2021-22 & 2022-23], as per the following: a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost or b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost or c) One similar completed works each costing not less than the amount equal to 80% of the estimated cost.
(v)	Bidder should have annual financial turnover not less than 50% of estimated value of the contract during the last three financial years i.e. 2020-21, 2021-22 & 2022-23.
(vi)	Bidder should not be on holiday list/black listed by GeM or OIDB or any of the Govt./ Semi Govt. department/ PSUs/reputed MNCs etc. A declaration/undertaking to this effect shall be submitted by bidder mandatorily as per Appendix-A .

Note:

- (a) Bidder should submit all desired documents mentioned at sl.no. (i) to (vi) of the BQC failing which bid of the respective bidder will not be entertained by OIDB.
- (b) 5% weightage will be given to the respective bidder who have provided catering services exclusively for Board level, Corporate Floor (CMDs/MDs/Director's Office in PSUs) for which bidder should submit the documents clearly mentioned that their firm provided catering services exclusively for Board level, Corporate Floor (CMDs/MDs/Director's Office in PSUs).

TERMS & CONDITIONS OF CONTRACT

1. DEFINITIONS: The following expression hereunder and elsewhere in the contract documents used shall unless repugnant to the subject or context thereof, have the following meanings, respectively assigned to them, namely:

1.1 The "OIDB" shall mean M/s OIL INDUSTRY DEVELOPMENT BOARD (OIDB) having their registered office at 301, World Trade Centre, 3rd Floor, Babar Road, New Delhi and Corporate office at OIBD Bhawan, Plot No.2, Sector-73, Noida-201301 and shall include its successors and assigns.

1.2 The "CONTRACTOR" shall mean the bidder selected by the OIDB for performance of the work and may be called as bidder, contractor or agency which shall include the successors and permitted assigns of the Contractor.

1.3 The "CONTRACT" shall mean the totality of the agreement between the parties, as derived from the Contract and related Documents.

1.4 The "similar work" shall mean providing of canteen/cafeteria services in the various Govt./MNCs/reputed Private Sector.

2. Scope of work: Providing of cafeteria/canteen and related services at OIBD Bhawan, Sector-73, Noida-201301. OIBD will provide space at Ground Floor of OIBD Bhawan, Sector-73, Noida to the Contractor for storing raw material, kitchen equipment and preservation of perishable items, space for sitting and serving, etc. free of cost.

2.1 OIBD will provide furniture & fixtures etc. items as already available in the OIBD's cafeteria. In case, any additional or repairing work require, the same would be carried out by the contractor.

2.2 All other items including crockery, cutlery, etc. are to be provided by the contractor. The same should be new, branded and in sufficient quantity to cater to at least 350 people at one time, to meet the requirement of OIBD. Electricity, Raw water will be provided by OIBD. Drinking water, LPG/PNG will be arranged by the contractor.

2.3 The Contractor should be in a position to cater/provide the North Indian, South Indian, Chinese and Continental dishes. Contractor will have to supply breakfast/snacks/lunch/dinner in the cafeteria/OIBD premises as per requirement and schedule drawn for the purpose by the concerned authorities of the OIBD. The services should be of high standard.

2.4 The service provider should arrange proper supervisory services through professionals in catering management having adequate experience.

2.5 The service provider and their staff shall efficient, prompt, quality service, good behavior and politeness.

2.6 The service provider has to provide freshly prepared meals/snacks, etc.

2.7 The service provider shall implement quality control procedures for all incoming ingredients and food stuffs to ensure that goods are within their stated expiry date; that they are free from damage and pest infestation/damage; have been stored and transported at the correct temperature and are suitable for consumption by customers.

3. Contract period: Contract for canteen services shall remain valid initially for a period of one year from the date of start of contract. Subsequently, the contract can be extended for another two years (1+1) on annual basis subject to satisfactory performance of the contractor determined by the OIDB. The contract period is subject to renewal at the discretion of OIDB on satisfactory performance on mutually agreed terms & conditions for a further period of one year (i.e. third year) or till such time as mutually agreed to.

3.1 The contract can be cancelled by OIDB at any stage by giving one months' notice to the contractor. The contractor can also cancel the contract by giving three months' notice to OIDB. However, the decision of OIDB in such a situation is final and shall be binding for the contractor. OIDB also reserves the right to terminate the contract without giving any notice in case the contractor commits breach of any of the terms of the contract.

4. Performance Bank Guarantee: The successful bidder shall deposit Performance Bank Guarantee (PBG) @ 6% of the annual Contract value within 21 days from issue of Letter of Award (LOA) in the shape of Bank Guarantee or Demand Draft or Fixed Deposit Receipt in favour of Oil Industry Development Board, payable at New Delhi. The contractor should ensure that the Performance Bank Guarantee is valid for a period extending to three months beyond the expiry of the contract. OIDB will release the PBG to the Contractor within 60 days after expiry of the contract without any interest etc. thereon subject to satisfactory completion of the work.

5. License fee: The contractor has to pay a license fee of Rs.1,00,000/- (Rupees One Lakh only) per annum in advance on acceptance of order.

6. Compliance of Statutory obligations: The Contractor shall be responsible for compliance of all the labour laws etc. in respect of the personnel employed by him. The Contractor shall be the employer of his workers and OIDB will not be held responsible fully or partially for any dispute that may arise between the Contractor and his workers, and OIDB will not be liable to pay any damages in this context to anyone.

6.1 The Contractor shall be responsible for timely payment of wages to his/her workers as per the minimum wages act applicable for OIDB Bhawan and fulfill all other statutory obligations, including Provident Fund, ESI, GST etc. in force from time to time.

6.2 The contractor shall responsible for any damage, personal accident, injury or death of any person/ their employees, and maintain all liabilities under

Workman's Compensation Act/Fatal Accident Act, Personal Injuries, Employees State Insurance Act, PF Act, etc. in force from time to time.

6.3 The contractor shall be responsible for all damages or losses of OIDB property, furniture & fixtures/equipment and will be liable to make good any such loss or damage excepting those caused due to reasonable use or wear and tear or caused by natural calamity.

7. Deployment of manpower: Contractor will deploy adequate manpower for work during late hours and on Saturdays/Sundays, including other holidays, according to the requirement of OIDB, other offices and the guests.

7.1 The Contractor will, prior to the commencement of the operation of contract, make available to OIDB the particulars of all the employees who will be deployed at the OIDB premises for running the cafeteria. Such particulars, inter alia, should include age/date of birth, permanent address, police verification report and profile of the health status of the employees.

8. Maintaining & monitoring food quality hygiene etc.: OIDB reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold in the canteen and to ensure hygienic and satisfactory service. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the Contractor.

8.1 If OIDB is not satisfied with the quality of eatables served and maintaining hygiene or behavior of the contractor/ their employees, OIDB will serve the notice to the contractor and contractor shall rectify the defaults/issues within 24 hours failing which OIDB will be at liberty to take appropriate necessary action as per the Contractual provision and as per extant laws.

8.2 OIDB reserves the right to impose penalties & fine on the contractor for repeated default and any serious lapse in maintaining the quality of food/items etc. and the services willfully as per the prescribed rate and norms of GeM Service Level Agreement/ contract. In case repeated failures are noticed on the part of the contractor, OIDB will have the right to serve final notice by giving one months' time to the contractor for cancellation/termination of contract.

8.3 The Contractor should maintain a register/ feedback form for quality of food and service, hygiene of cafeteria and behavior of contractor and their manpower and submit the same to OIDB on monthly basis.

8.4 Cleaning of canteen shall be done by the contractor. Contractor shall have to do pest control in cafeteria including kitchen fortnightly. The garbage of the canteen shall also be disposed of by the tenderer on daily basis. The Contractor shall ensure cleanliness of the cafeteria all the time.

8.5 Periodic review meetings shall be held between Service provider and OIDB or constituted committee to review the performance of the services, and adherence to Food Safety, Hygiene and Quality management.

8.6 The standard/brands of eatables/material to be used by the service provider. If service provider found non-use of standard product will attract penalty.

9. Contractor obligations: Workers employed by the contractor shall be directly under the supervision, control and employment of the contractor and they shall have no connection/liability what-so-ever with OIBD. OIBD shall have no obligation to control/supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against OIBD for employment, pension, or any other statutory claim, or regularization of their services by virtue of being employed by the cafeteria contractor, against any temporary or permanent posts in OIBD. In case of any untoward incident/fire/death/injury of any worker of contractor, OIBD shall not be liable to pay any damages.

9.1 Contractor will bring his own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates jugs etc. and other equipment in line with current technology available in the market in sufficient quantity as needed to maintain the canteen services, in addition to what is provided by OIBD.

9.2 Contractor shall install his own electronic fly and insects killer/repellent equipment, emergency light, gas and fuel supply at his own cost. Contractor has the option to install CCTV in cafeteria at his own cost after taking approval for which nothing shall be paid by OIBD.

9.3 Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarette or any other items of intoxication are strictly prohibited in OIBD Campus including Cafeteria. Any breach of such restrictions by the contractor will attract action as per statutory norms.

9.4 Contractor shall ensure that he/she, himself/herself or his/her representative is available for proper administration and supervision at the works to the entire satisfaction of OIBD.

9.5 Contractor shall not appoint any sub-contractor to carry out his obligation under the contract. Subcontracting will lead to immediate termination of contract.

9.6 On termination of contract, contractor will hand over all the equipment's/furniture/articles supplied by OIBD, in good condition back to OIBD. Otherwise recovery will be made from their Performance Guarantee towards damaged/short items.

10. DRESS/UNIFORM: It shall be the responsibility of the service provider to supply uniform, proper kit and livery to its personnel at its own cost and ensure that they always wear smart, clean, neat and tidy dresses while on duty.

11. DISPUTES & DIFFERENCES: Any dispute or difference arising out of or in connection with this bid/contract shall be referred to the competent authority or his nominee for Arbitration and the provisions of the Arbitration & Conciliation Act, 1996 amended from time to time or any statutory modification of or re-enactment thereof and the rules made there under and for the time

being in force shall apply to the same.

12. TERMINATION: OIBD shall be entitled to terminate the contract by one-month written notice at any of time during the contract period. Contractor will also be entitled to close the contract by three months' written notice. The decision of OIBD as to whether any of the above events/contingencies entitling the owner to terminate the contract, has occurred or not, shall be final and binding upon the Contractor.

13. JURISDICTION: The Courts in the city of New Delhi/Delhi shall have jurisdiction to entertain, any application or other proceedings in respect of anything arising under this bid/contract and any award or awards made by the sole arbitrator hereunder shall be filed in the concerned courts in the city of New Delhi/Delhi only.

14. All terms & condition & Service Level Agreement (SLA) of GeM shall also be applied. In case any conflict arises between OIBD's and GeM terms & conditions, then OIBD terms conditions will prevail.

15. Bids having any deviation from the terms & conditions shall be summarily rejected. No conditional bids shall be entertained. However, OIBD reserves the right to change any condition of the tender before opening of the Technical bids and in this regard prospective bidders are advised to visit OIBD's website regularly.

16. Bid validity is 90 days from opening of the technical bid.

17. OIBD reserves the right to annul all bids without assigning any reason.

18. All prospective bidders may read the Terms & Conditions carefully before filling up the document. Incomplete tender documents will be rejected. All pages of the bid document must be signed by the authorized signatory.

I/We agree to the above terms and conditions in full and quote our rates as mentioned in Financial Bid. We signify our acceptance to all above terms and conditions fully.

Note: Bidder should stamp/sign every document/information of the bid.



Annexure-III

PERMISSIBLE BRANDS FOR RAW MATERIAL/CONSUMBALES

Sl.	ITEM	BRAND
1	IODIOZED SALT	TATA, ANNAPURNA, NATURE FRESH
2	SPICES	MDH, MTR, EVEREST
3	CATCHUP	MAGGIE, KISAN, HEINZ
4	REFINED/MUSTARD OIL	SUNDROP, NATURE FRESH, FORTUNE, GODREJ
5	PICKLE	MOTHERS, PRIYA, TOPS
6	ATTA	AASHIRVAD, PILLSBURY, NATURE FRESH
7	BUTTER	AMUL, BRITANIA, MOTHER DAIRY
8	BREAD	HARVEST, BRITANIA
9	JAM	KISSAN, NAFED
10	TONED MILK	MOTHER DAIRY, AMUL
11	PANEER	MOTHER DAIRY, AMUL
12	TEA	BROOK BOND, LIPTON, TATA
13	COFFEE	NESCAFE, RICH BRU
14	BISCUITS	BRITANIA, PARLE G, UNIBIC
15	ICE CREAM, LASSI	MOTHER DAIRY, AMUL AND REPUTED BRAND
16	MINERAL WATER	KINLEY, BISLERI
17	BESAN	RAJDHANI
18	DAL	RAJDHANI
19	BASMATI RICE	LAL QUILLA, KOHINOOR, INDIA GATE
20	COLD DRINKS	PEPSI, COKE And REPUTED BRAND
21	PACKED JUICES	REAL, TROPICANA And REPUTED BRAND
22	LEMON WATER	OWN MAKE
23	SWEET	BIKANER, HALDIRAM, OWN MAKE
24	CURD	MOTHER DAIRY, AMUL, OWN MAKE

Annexure-IV**FINANCIAL FORMAT/BID**

Item No.	Description	Unit	Quantity	Rate (Rs.)
Group-A	LUNCH / OFFICIAL LUNCH / PROGRAMMES			
1	One Roti Tandoori/Tawa	GMS		
2	One Plate Dal	GMS	150	
3	One Plate Chhole	GMS	150	
4	One Plate Rajma	GMS	150	
5	One Plate Kadhi Pakora (with 2 pc pakoras)	GMS	150	
6	One Plate Seasonal Vegetable	GMS	150	
7	One Plate mix Vegetable	GMS	150	
8	One Plate Aloo Matar	GMS	150	
9	One Plate kofta curry (with 2 pcs kofta)	GMS	150	
10	One Plate Raita	GMS	150	
11	One Plate Matar Paneer (with 2 pcs of 50g paneer)	GMS	150	
12	One Plate Palak Paneer (with 2 pcs of 50g paneer)	GMS	150	
13	Half Plate Rice (Basmati)/Pulao	GMS	150	
14	Full Plate Rice (Basmati)/Pulao	GMS	250	
15	2 Egg Curry		Per Plate	
16	Half Plate Mutton Curry (2 pcs of 50 gms)	GMS	Per Plate	
17	One Plate Chicken Curry(2 pcs of 50 gms)	GMS	Per Plate	
18	One Plate Butter Chicken (2 pcs of 50 gms)	GMS	Per Plate	
19	One Plate Mughlai Chicken (2 pcs of 50 gms)	GMS	Per Plate	
	Total			
Group-B				
Item No.	Description	Unit	Quantity	Rate (Rs.)
20	Ordinary Lunch Thali (100g Rice, 4 Roti 100g, 150g Dal, 100g Mix Veg, 50g Salad & Pickle Sachet)	Per Thali	Per Thali	
21	Special Lunch Thali (100g Rice, 2 Naan 100g, 150g Dal, 100g Mix Veg, 50g curd/sweet, 100g chicken/paneer curry, 50g salad, pickle sachet)	Per Thali	Per Thali	
22	Official Lunch Vegetarian (125ML Soup, 100g Vegetable, 100g Pulao, 100g Roti/Poori /Paratha/Naan, 150g Dal Makhani/Rajma/Chhole, 50g Malai Kofta, 150g ShahiPaneer/PalakPaneer/Kaju Korma/MatarPaner, 50g DahiVada/Raita/Dahi, 50g Green Salad,	Per Thali	Per Plate	

	pickle sachet / Chatni, 10g papad, 50g ice cream (Vanilla)/Sweet/Custard			
23	Official Lunch Non-Vegetarian (125ML Soup, 100g Pulao, 100g Roti/Poori /Paratha/Naan, 150g Dal Makhani/Rajma/Chhole, 100g Vegetable, 50g MalaiKofta, 250g Butter Chicken/Masala Chicken/Muglai Chicken/ShamiKabab/Fried Fish, 50g Dahi Vada/Raita/Dahi, 50g Green Salad/Plain Salad, pickle sachet / Chutney, 10g papad, 50g ice cream (Vanilla)/Sweet/Custard	Per Thali	Per Thali	
24	Millet Thali (125ML Ragi Matar Shorba, 100g Bajre ki Khichdi, 100 g Rajgir Poori/multigrain roti, 150g Aloo Sabzi/seasonal vegetables 100 g /Pulses, 100g Ragi Rava Idli/Raita/Dahi, 50g Green Salad/Plain Salad, Chutney, 10g papad, Jowar Kesari Millet Kheer 50 g etc/ Ragi Ladoo 50 g/Ragi Modak.	Per Thali	Per Thali	
25	High Tea 125 ML with 30g Cookies, 20g Cashew nuts and 50g Pastry/Sweet	Per Thali	Per Thali	
26	High Tea 125 ML Tea/Coffee with 70g Samosa/Bonda/Cutlet and 50g Pastry/Sweet	Per Thali	Per Thali	
	Total			
Item No.	Description	Unit	Quantity	Rate (Rs.)
Group-C	SNACKS DESERT/SWEETS/ICE CREAM	GMS		
27	Samosa (one piece)	GMS	70	
28	Bonda (one piece)	GMS	70	
29	Dal Vada	GMS	70	
30	Chana Vada	GMS	70	
31	Gobhi Pakora	GMS	70	
32	Bread Pakora	No.	1	
33	Sambhar Vada	GMS	70	
34	Dhokla	GMS	50	
35	Cheela	GMS	50	
36	Vegetable Cutlet	GMS	70	
37	Bread Slice	GMS	70	
38	Boiled egg	No.	1	
38	One egg omelet	No.	1	
39	Two pieces vegetable sandwich	GMS	100	
40	Pastry / Sweet (One piece)	GMS	50	
41	Fresh cut fruits	GMS	100	
42	Fruit Cream	GMS	100	
43	Gulab Jamun (One piece)	GMS	50	
44	Burfi (one piece)	GMS	50	

45	Rasgulla (one piece)	GMS	50	
46	Ice Cream (Standard Brand)	GMS	50	
	Total			
Group-D	TEA/COFFEE/JUICE			
Item No.	Description	Unit	Quantity	Rate (Rs.)
47	One cup tea (Readymade)	ML	125	
48	One cup tea readymade (Special)	ML	125	
49	One cup tea (Taj Mahal Bag)	ML	125	
50	Half set tea (Ordinary)	ML	250	
51	Full set tea (Ordinary)	ML	500	
52	Half set tea (Special)	ML	250	
53	One cup coffee (readymade)	ML	125	
54	One cup coffee (espresso)	ML	125	
54	Fresh Juice	ML	300	
	Total			
Group-E	Items to be sale on MRP			
Item No.	Description	Unit	Quantity	Rate (Rs.)
55	Pastry / Sweet			
56	Packed Fruit Juice/Coconut water			
57	Cold/soft drinks			
58	Biscuits/Chips			
59	Packed namkeens			

Note:

- (i) Bidder should quote all items rates mentioned in the price format failing which bids of the concerned bidder shall be rejected.
- (ii) Contractor should provide the items on MRP only, which not prepared by itself at OADB's cafeteria and procured from open market.
- (iii) Contractor should obtain the approval from OADB, in case, any items are not covered in the above price format and price may be fixed with prior written approval of the OADB.
- (iv) The successful bidder will be the lowest bidder who fulfils all the pre-qualification criteria. Following weightage shall be given for evaluation of financial bid:

(i)	Group – A Category (mentioned sl. No. 1 to 19)	40% weightage
(ii)	Group – B Category (mentioned sl. No. 20 to 26)	40% weightage
(iii)	Group – C Category (mentioned sl. No. 27 to 46)	10% weightage
(iv)	Group – D Category (mentioned sl. No. 47 to 54)	10% weightage



(v)	Group – E Category (mentioned sl. No. 55 to 59)	On MRP
(vi)	5% weightage will be given to the respective bidder who have provided catering services exclusively for Board level, Corporate Floor (CMDs/MDs/Director's Office in PSUs) for which bidder should submit the documents clearly mentioned that their firm provided catering services exclusively for Board level, Corporate Floor (CMDs/MDs/Director's Office in PSUs)	



Declaration of Blacklisting

I/We hereby declare that neither I/We nor our Company/Firm or a parent, subsidiary or associate Company under direct or indirect common parent is/are presently nor in the past been placed on any Black list or Holiday list by any Public Sector Company in India or by any Department of State or Central Government and that there is no pending inquiry by any Public Sector Company in India or by any Department of State or Central Government, against us or our Company/Firm, a parent, subsidiary or associate Company as aforesaid, in India, in respect of criminal, corrupt or fraudulent practice(s). It is understood that if this Declaration is found to be false, OADB shall have the right to reject my/our proposal/tender and the agreement is liable to be terminated without prejudice to any other right or remedy (including black listing or holiday listing) available to OADB.

Place:

Date:

(Stamp/Signature/Name of Authorized Signatory)

ON NON JUDICIAL STAMP PAPER OF RS.100/-

To

M/s Oil Industry Development Board
3rd Floor, G+3 block, OIWB Bhawan
Plot No. 2, Sector-73
NOIDA-201301

Sub: Performance Bank Guarantee.

Dear Sirs,

M/s..... having its Registered Office at..... have been awarded contract for Cafeteria Services by Oil Industry Development Board (OIBD). As per the conditions of the contract M/s..... have to pay a sum of Rs..... (Rupees in words) as Performance Security Guarantee, in the form that includes guarantee executed by a Nationalized Bank undertaking full responsibility to indemnify Oil Industry Development Board, in case of default.

The said M/s.....(contractor) have approached us and at their request and in consideration of the promises we..... (Bank), having our Head office at have agreed to give such guarantee as hereinafter mentioned.

1. We..... (bank) hereby undertake that if any default shall be made by M/s.....in performing any of the terms and conditions of the contract awarded to them or in payment of any money payable to Oil Industry Development Board, we shall on a demand by you pay to you, in such manner as you may direct the said amount of Rs.-/- (Rupees in words) or such portion thereof, not exceeding the said sum, as you may from time to time.
2. You will have the full liberty without reference to us and without effecting the guarantee, to postpone for any number time or from time to time the exercise of any of the powers and rights conferred or forebear from enforcing any powers or rights or by reason of time given to the said M/s.....(contractor) which under law relating to the sureties would but for the provision have the effect of releasing us.
3. Your right to recover the said sum of Rs..... (Rupees in words) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s.....(contractor) and /or that any dispute or disputes are pending before any officer, Tribunal or Court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said M/s.....(contractor) but shall in all respects and for all purpose be binding and operative until payment of all money due to you in respect of such liability or liabilities is paid.
5. Our liability under this guarantee is restricted to Rs.....(Rupees in words). Our guarantee shall remain in force until Unless a claim, under this guarantee is lodged with us tilli.e. within six months from the date of expiry of guarantee, all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
6. We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated..... granted to him by the bank.

We.....(bank) lastly undertake not to revoke this guarantee except with your previous consent in writing.

Yours faithfully,

Bank
By its constituted Attorney

Signature of a person duly Authorized
To sign on behalf of the Bank