

CSIR-Central Building Research Institute
Roorkee (Uttarakhand) 247667

No. Gen/GH/Contract/2019

Dated: 21.11.2019

NOTICE INVITING e-Tender

Sub: TENDER FOR "PROVIDING CATERING & HOUSEKEEPING SERVICES AT CBRI SWARN JYANTI AND C.V. RAMAN GUEST HOUSES", "INSTITUTE CANTEEN" AND "CBRI CAFETERIA" AT ROORKEE

CSIR-Central Building Research Institute invites e-tenders through e-tendering Portal <https://etenders.gov.in> under two-bid system- Technical Bid (Part-I) & Financial Bid (Part-II) from full time catering and Housekeeping Service providers possessing valid registration and License under the relevant rules such as CL(RA) Act,1970, EPF Act,1952, ESI Act,1948 etc and rendering similar services to Central Govt./State Govt./PSU's/Autonomous Bodies/Corporates **For providing Catering and House-keeping services at CSIR-CBRI Guest Houses located at CBRI Campus and Cafeteria in CBRI premises** as per details given below:

Sr. No.	Description of Job	Estimated value	EMD	Period of Contract
1.	Job Contract for Providing Catering & house-keeping services at CSIR-CBRI Swaran Jyanti & C.V. Raman Guest Houses, Institute Canteen and CSIR-CBRI Cafeteria in the campus of CSIR-CBRI Roorkee	Rs.30 Lakh per annum	Rs. 60000/- (To be deposited online as per the bank details provided in tender).	One year (extendable for a similar term depending upon performance)

Sl. No.	Activity	Date & Time
1	Publish date on https://etenders.gov.in	22.11.2019
2	Bid document download date	22.11.2019
3	Bid submission start date	22.11.2019
4	Bid submission end date	16.12.2019(5.00 p.m.)
5	Technical Bid opening Date (Cover I)	19.12.2019(upto 11.00 a.m.)
6	Financial Bid opening Date (Cover II)	To be intimated later on

Detailed NIT and Tender document may be downloaded from website <https://etenders.gov.in>. The detailed NIT is also available on website of CSIR-CBRI i.e. www.cbri.res.in.

Interested and experienced agencies may apply through e-tendering Portal <https://etenders.gov.in> along with proof of experience, annual turnover, copies of ESIC, EPF & GST registration of the firm, Licence issued by the labour department under CL(RA) Act, 1970 for any previous work. Canvassing in connection with the tenders is strictly prohibited and the tender of anyone resorting to canvassing will be liable for rejection on that ground alone.

Director, CBRI, Roorkee reserves the right with himself to accept any of the tenders received wholly or partially or to reject all the tenders received without assigning any reasons thereof.

Corrigendum/Addition/Clarification/Notification in respect of NIT of the above said work, if any, will be uploaded on the <https://etenders.gov.in>. Manual bids shall not be entertained.

Controller of Administration

CSIR - CENTRAL BUILDING RESEARCH INSTITUTE
ROORKEE (UTTARAKHAND) 247 667

TENDER FOR "PROVIDING CATERING & HOUSEKEEPING SERVICES AT CBRI
SWARN JYANTI AND C.V. RAMAN GUEST HOUSES", "INSTITUTE CANTEEN" AND "CBRI
CAFETERIA" AT ROORKEE

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CSIR - CENTRAL BUILDING RESEARCH INSTITUTE
ROORKEE (UTTARAKHAND) 247 667

DETAILED NOTICE INVITING E-TENDER

CSIR - Central Building Research Institute, Roorkee (A Constituent Establishment of Council of Scientific & Industrial Research (CSIR) is a premier publicly funded Research & Development organization in the country (for more details see website www.cbri.res.in). CSIR-CBRI has two Guest Houses namely Swaran Jyanti and C.V. Raman Guest House located at CBRI Campus, Shanti Nagar, Roorkee and a Cafeteria in CSIR-CBRI premises.

CSIR-CBRI seeks to engage excellent full time Catering & Housekeeping service Provider for its guests at both the Guest Houses as well as for a Cafeteria which is located in the Institute premises. The Institute has a staff strength of 300 plus. The timings of the Institute are from 8.45 A.M. to 5.30 P.M. The tea break in the forenoon may be from 10.00 A.M. to 12.00 Noon and in the afternoon from 3.00 P.M. to 5.00 P.M. In addition, various Inter-divisional meetings, Assessment meetings, Selection meetings, training programmes etc. are also held in the Institute from time to time for which catering services are to be provided.

CSIR-CBRI invites e-tenders (**two bid system**) through e-tendering portal <https://etenders.gov.in> from reputed Contractors/firms licensed by the Labour Commissioner under the provisions of Contract Labour (Regulation & Abolition) Act, 1970 and other relevant acts/rules for providing Catering and House-keeping services at CSIR-CBRI Guest Houses located at CBRI Campus, Institute Canteen and Cafeteria in CBRI premises on job contract basis for a period of **one year (Extendable for a similar period depending upon performance on existing terms)**.

Contractors/ firms having experience and capability of rendering both Catering and Housekeeping services to Central Govt./State Govt./PSU's/Autonomous Bodies/Corporate establishments may submit their e-tenders on <https://etenders.gov.in> . Manual Bids shall not be accepted.

THE TENDERS MUST BE ACCOMPANIED WITH THE FOLLOWING DOCUMENTS for TECHNICAL BID, IN THE ABSENCE OF WHICH SUCH TENDER SHALL BE REJECTED:-

1. The firm should be a reputed firm/contractor duly registered for providing Cafeteria Services (enclose the copy of registration under Shops & Establishment Act). The firm should also be licensed by the Labour Commissioner under the provisions of Contract Labour (Regulation & Abolition) Act, 1970 for any previous work.
2. Minimum of 3 years of proven experience in the field of catering and Housekeeping business in Govt. establishment/public sector undertakings/R&D Institutions/established private sector/other similar organizations, where minimum manpower strength is 300 as detailed in performance certificate given at Annexure-I. Any conclusive adverse performance report /Fake or inaccurate performance certificates will cause the tenders to be rejected.
3. Should have at least 10 numbers of qualified personnel with requisite qualifications (Please attach Annexure-J).
4. Minimum turnover of **Rs.30 lakh per annum for last 03 years** in the field of catering and Housekeeping (Please enclose the Turnover certificate issued by Chartered Accountant with seal bearing his membership no./License no. as proof for the period).
5. An Affidavit on the stamp paper of Rs. 100/- to the following effect:-
 - A) Having not defaulted on any loans by bank/financial Institution in the past.
 - B) No statutory dues and undisputed liability.
 - C) The contractor /Firm have not been blacklisted by any Govt. Department /CSIR.
 - D) There is no criminal case pending against the Firm/Contractor (upload a copy as per format given at Annexure-L).
6. Self attested copy of License under CLRA Act, 1970 for any previous work.
7. Should be an income tax payer (Please enclose the copy of Return filed for the last three years).

8. The firms shall have mandatory Registration under ESI, EPF, GST Acts & other statutory registration necessary for providing such services authorities(enclose the documents in support).
9. Labour Identification No.-LIN allocated by Shram Suvidha Portal of Ministry of Labour and Employment to be provided.
10. All the tenderers may ensure that details as per ‘**Annexure F**’ are enclosed with the technical bid.
11. Any other statutory obligations as are required.
12. If the information furnished by tenderer is found to be incorrect/false/misleading during any stage of tendering, the tender of the Firm will be rejected immediately. Further the Firm will be blacklisted and barred from taking part in future tenders.
13. The tender in two bid system shall be submitted online on <https://etenders.gov.in> by the tenderer, as per schedule given in the Critical Date Sheet below:-

Critical Date Sheet

Sl. No.	Activity	Date & Time
1	Publish date on https://etenders.gov.in	22.11.2019
2	Bid document download date	22.11.2019
3	Bid submission start date	22.11.2019
4	Bid submission end date	16.12.2019 (05.00 p.m.)
5	Technical Bid opening Date (Cover I)	19.12.2019 (11.00 a.m.)
6	Financial Bid opening Date (Cover II)	To be intimated later on

14. **Scanned copies of Earnest Money Deposit amounting to Rs. 60000/- (Rs. Sixty Thousand only), deposited through RTGS/NEFT in favour of Director, CSIR-CBRI (Account No. 30269847968, IFSC Code- SBIN0010635 of State Bank of India, CBRI Branch, Roorkee) shall be uploaded in Cover-I of the tender. Those e-tenderers, who are exempted from the payment of Earnest Money shall upload the scanned copy of valid certificate. Tenders received without earnest money deposit or their exemption certificates will not be considered.**

15. **Quotation-** Two –Bid system will be followed for this tender.

- 15.1 **List of documents to be scanned and uploaded in Cover-I & II are as follows:-**

Sl.No.	Cover-I	Cover-II
1	Receipt of Rs. 60,000/- as EMD deposited in CBRI Account or scanned copy of exemption certificate(upload a copy of the same)	Financial/Price bid as per format given in the Tender Document (BOQ) Note:- Financial/Price bid consists of three BOQs i.e. Annexure-A, Annexure-B-1 & Annexure-B-2. Bidders are requested to kindly fill all the three BOQs.
2	Registration No. of the Firm under Shop & Establishment Act (upload a copy of registration)	
3	PAN no. (upload a copy of the same)	
4	GST No. (upload a copy of the same)	
5	Manpower Details (enclose the copy as per Annexure -J)	
6	Copies of last 03 years performance experience certificates of similar worked in Central Govt./State Govt./ PSU's/ Autonomous Bodies/Corporate (upload sheet as per Annexure I)	
7	Contract Labour License issued by Labour Commissioner State/Central for any previous work(upload the copy)	
8	Labour Identification No.-LIN allocated by Shram suvidha Portal of Ministry of Labour and Employment.(upload the copy)	
9	Registration with EPF (upload the copy of the same)	
10	Registration with ESIC (upload the copy of the same)	
11	Copies of Income Tax returns of last 03 years(upload the copies of the same)	
12	An Affidavit on the stamp paper of Rs. 100/- to the following effect:- A) Having not defaulted on any loans by bank/financial Institution in the past. B) No statutory dues and liabilities C) The contractor /Firm should not have been blacklisted by any Govt. Department /CSIR. D) There is no criminal case pending against the Firm/Contractor (upload a copy as per format given at Annexure-L)	
13	Proof of Annual turnover minimum Rs.30 Lakh for last 03	

	years (enclose Turnover certificate issued by CA under seal bearing his license/membership no.).	
14	Any other obligatory Registration / Certificate for running the Cafeteria / catering services (upload the copies)	

16. Before tendering, the tenderer may visit both the Guest Houses and Cafeteria personally and satisfy themselves as to the conditions prevalent there.
17. **In the financial bids, if a firm/bidder quotes “Nil” Administrative/Service charges, the bid shall be treated as unresponsive and will not be considered.**
18. 100% Earnest Money will be forfeited if the contractor fails to accept award of the work as per this tender or fails to commence the work within the stipulated period after the Award of the work.
19. **The Director, CSIR-CBRI, Roorkee reserve the right to reject any or all of the tenders in part or full without assigning any reason thereof.**

Section – 2
Instructions To Tenderers

1. CSIR-CBRI invites e-tenders (**two bid system**) through e-tendering portal <https://etenders.gov.in> from reputed Contractors/firms licensed (for any previous work) by the Labour Commissioner under the provisions of Contract Labour (Regulation & Abolition) Act, 1970 for **Providing Catering and House-keeping services at CSIR-CBRI Guest Houses located at CBRI Campus , Institute Canteen and Cafeteria** in CBRI premises on job contract basis for a period of **one year** (Extendable depending upon performance on existing terms).
2. Contractors/ firms having experience and capability of rendering both Catering and Housekeeping services to Central Govt./State Govt./PSU's/Autonomous Bodies/Corporate establishments may submit their e-tenders on <https://etenders.gov.in> . Manual Bids shall not be accepted.
- 3.1 CSIR-CBRI may at its discretion extend the last date and time for submission of Tenders in accordance with Clause - 4.3.
- 3.2 **Precautions while filling the Tenders :**
The tenderers should take care of the following while applying online for the tenders:
 - a) **Financial/Price bid consists of three BOQs i.e. Annexure-A, Annexure-B-1 & Annexure-B-2. Bidders are requested to kindly fill all the three BOQs. In case any of three BOQs in excel file is found not completely filled up, the tender will be considered as incomplete and will be rejected.**
 - b) Before tendering, the tenderer may visit both the Guest Houses and Cafeteria personally and satisfy themselves as to the conditions prevalent there.
 - c) No claim on this account at later stage shall be entertained by the CSIR- CBRI under any circumstances.
 - d) **Relationship with Employees:** CSIR-CBRI debars parties from tendering having relatives working in CSIR-CBRI, Roorkee. A certificate regarding non-relationship with any of the CSIR-CBRI employee as per **Annexure - G** in the tender form is to be submitted. (Note: A person shall be deemed to be a relative of another if , and only if, (a) they are members of a Hindu undivided family (b) they are husband and wife (c) the one is related to the other in the following manner: father, mother (including step mother), son (including step son), Son's wife, daughter (including step daughter), Father's father, Son's son Son's wife , Son's Daughter, Son's Daughter's husband, Daughter's husband, Daughter's Son, Daughter's son's wife, Daughter's husband, Brother (including step brother), brother's wife, Sister (including step sister), Sister's husband.
 - e) The rates should be inclusive of all charges. CSIR-CBRI holds no liability to increase the rates after their acceptance due to any reason whatsoever. However, GST and other statutory taxes, if any, will be paid separately on production of challan showing its deposit with the Govt.
 - f) Any attempt to influence the evaluation of the tender will cause the tenderer to be excluded from consideration.
 - g) The tenderer signing the tender should clearly specify whether he is signing as sole proprietor, partner, under Power of Attorney or as Director/Manager/Secretary etc. as the case may be. Copies of the document authorising the signatory to sign the tender on behalf of the tenderer should be attached with the tender.
- 4 **Amendment of Tender Document:**
 - 4.1 At any time prior to the date of submission of Tenders, CSIR-CBRI may for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender document by amendment.
 - 4.2 **Corrigendum/Addition/Clarification/Notification/Amendments in respect of NIT of the above said work, if any, will be uploaded on the https://etenders.gov.in. These amendments will be binding on them.**

4.3 In order to afford prospective tenderers reasonable time to take the amendments into account in preparing their tenders, the Director, CSIR-CBRI, Roorkee may at his discretion suitably extend the deadline *for* the submission of tenders.

4.4 Before opening of the bid, CSIR-CBRI at its discretion may increase or decrease the scope of services required under the tender. In such case the CSIR-CBRI shall seek fresh bids keeping in view the changed scope of services required.

5. **Opening of Tenders:**

5.1 **Opening and Evaluation of Technical Bid (Cover-I)**

- (a) The Technical bid will be opened online by Tender Opening Committee (TOC) on **19th Dec, 2019** at 11.a.m. **in the Office of S.O.(G), CSIR-CBRI, Roorkee.**
- (b) Technical Evaluation Committee (TEC) after evaluation of documents contained in Cover-I i.e. Technical Bid, will decide the eligible tenders, as per the criteria laid down in the NIT/Tender document. TEC will shortlist Technical Bids on the basis of technical parameters and features offered. The Firms whose technical bids do not qualify for opening the Commercial bids, will be informed accordingly.
- (c) The TOC will then open the Financial bids of only eligible tenderers who qualified the technical bid.

5.2 **Opening and Evaluation of of Financial Bid (Cover-II)**

- (a) The Cover-II of Eligible Tenderers shall be opened at a subsequent date to be intimated later on. The rates quoted by the tenderers shall then be read out by the TOC for information of those present/participated.
- (b) The Financial Bids of only those Bidders short-listed based on Technical Bids will be opened in the presence of their representatives who wishes to be present on a specified date and time to be intimated to the respective Bidders.

6. **Earnest Money Deposit:**

6.1 Each tender must be accompanied by Earnest Money (EMD) Rs.60,000/- deposited online in the account of Director CBRI Roorkee(as per the bank detail given below). **The copy of the receipt of the Earnest Money deposited must be attached to the tender document (Technical bid).** Tenders submitted without EMD shall not be considered and evaluated.

Bank detail of CBRI

State Bank of India, CBRI Branch
Account holder's name- Director, CBRI
Account number-30269847968
IFSC – SBIN0010635

6.2 The firms registered with DGS&D, NSIC, Govt. Public Undertakings, Start-Ups registered with DIPP (GoI) with valid certificate or MSE'S with valid Udyog Aadhar No., SSI registered with NSIC, Central Autonomous Bodies and with the CSIR Labs./Instts, if any, as manufacturer for the supply of the same category of item for which the party is submitting tender/quotation will be exempted from submission of EMD as per rule. Exempted parties will have to give proof of registration along with their tender. Suitable preference shall be given to MSE in terms of Govt. of India provisions.

6.3 **The Earnest Money will be forfeited:**

- i) If the tenderer withdraws his tender during the period of tender validity;
- ii) If in the case of the successful tenderer, the tenderer fails to:
- (a) Sign the contract or to furnish performance security in accordance with Clause 2 of the General Terms and Conditions of contract;
- (b) To comply with all the terms and conditions of the Agreement;
- (c) Comply with the statutory liabilities set forth by the Govt., such as EPF and ESIC etc.
- iii) The refund of EMD to the unsuccessful tenderer will be made after the award of contract.

7. Compliance and Details:

- 7.1 Compliance report on all the terms and conditions of the contract must be submitted by the tenderer in **Annexure D**. The tenderer should also submit the Agency details as in the **Annexure-C**.

8. Validity and Evaluation:

- 8.1. The tenders should be valid for a period of at least 90 days from the date of opening of the tender, within which period the award shall be finalised.
- 8.2. Tenders are not transferable under any circumstances.
- 8.3. The evaluation of the tenders will be as detailed on page no.40-42

9. Acceptance of Tender:

- 9.1 **CSIR-CBRI is not bound to accept the lowest tender.** CSIR-CBRI reserves the right to award the work to more than one Contractor depending upon urgency and requirement. Further, the Contractor would not have any claim on the number of persons to be fed for which services are to be obtained.
- 9.2 CSIR-CBRI reserves the right to accept one or more tenders in part or in full or reject any or all tenders in part or full without assigning any reasons thereof.
- 9.3 CSIR-CBRI reserves the right to disqualify such tenderers who have a record of not meeting the contractual obligations against earlier contracts entered into with CSIR-CBRI or with any Central or State Government agencies.

10. Issue of Advance Work Order:

- 10.1 The issue of an Advance Work Order (Letter of Intent) shall constitute the intention of CSIR-CBRI to enter into the contract with the tenderer.
- 10.2 The tenderer shall within 15 days of receipt of the Advance Work Order/Letter of Intent give his acceptance along with performance security in conformity with **Annexure-E** provided with the Tender documents and other documents as mentioned above.

11. Performance Guarantee:

The successful tenderer shall be required to furnish a performance security of Rs. 300000/- (Rupees three Lakh only) within fifteen days after receipt of Advance Work order in the form of Bank Guarantee issued by a Nationalised Bank in favour of Director, CBRI, Roorkee and valid for a period of 14 months from the date of execution of Agreement of contract in the form provided in the tender document at **Annexure-E**. In case the contract period is extended, bank guarantee would also be required to be extended up to two more months than that of extended period.

12. Signing of Agreement:

The successful tenderer shall present himself for signing the Agreement (**Annexure -K**) within 15 days time after receipt of Work Order from CSIR-CBRI. Start of services shall be made by the Contractor in accordance with the time schedule specified in the Work Order issued by CSIR- CBRI, Roorkee. In case contract period is extended, a supplementary agreement has to be signed by the contractor.

Section-03
General Terms and Conditions

1. License:

The Contractor should obtain and produce a valid license to run Catering & Housekeeping services in CSIR-CBRI, if does not already have, within 30 days time from the issue of Letter of Intent from Labour Commissioner as per provision of Contract Labour and Abolition Act.

2 Performance Guarantee:

2.1 The performance guarantee in the form of a Bank Guarantee shall be discharged / returned after two months of expiry of successful completion of the contract. In case of non-execution of the contract, in part or in full, the performance security shall be forfeited after giving due notice to the Contractor in respect of the defective/improper performance/ execution or breach of any of the terms of the contract etc.

2.2 Any sum of money due or payable to the Contractor including the performance security refundable to him under the contract may be apportioned by CSIR-CBRI against any amount of loss/penalty caused/imposed on the Contractor which the Contractor may own to CSIR-CBRI under this contract or any other contract or transaction.

3 Delays in Contractor performance:

Start of the services shall be made by the Contractor in accordance with the time schedule specified in the work order. In case the service are not started on the stipulated date as indicated in the work order, CSIR- CBRI reserves the right to cancel the work order and/or recover liquidated damage charges. The cancellation of the work order shall be at the risk and responsibility of the Contractor and CSIR-CBRI reserves the right to award the work at the risk and cost of the defaulting Contractor.

4 Liquidated Damages:

4.1 The date of start of services specified in the work order is to be the essence of the contract and the services should be started on that date. Extension will normally not be given except in exceptional circumstances.

4.2 If the Contractor fail to start the services on the date specified or any extension thereof as per Clause 4.1, CSIR-CBRI shall be entitled to recover liquidated damages to the extent of the charges incurred by CSIR-CBRI in making alternative arrangements along with penalty of Rs.2000/- per day for the delay period.

4.3 **For any lapse in execution of assigned services during contract period , suitable penalty may be imposed by Director, CSIR-CBRI.**

5. Penalty:

In case of breach of any conditions of the contract and for all types of losses caused by the Contractor, CSIR-CBRI shall make deductions as deemed suitable or as specified in the contract from the bills preferred by the Contractor.

6. Labour Regulations:

The Contractor shall obtain a valid Labour licence (for any previous work) under the Contract Labour (R&A) Act 1970 and the Contract Labour (R&A) Central Rules, 1971 before commencement of the work and a copy of the same shall be submitted to CSIR-CBRI. He shall continue to have a valid license until the completion of work. The Contractor shall also comply with the provisions of **Employment of Children Act 1938, Workmen's compensation Act 1923, Employment of Labour/Contract Labour Act, Industrial Employment Act, Contract Labour (Regulation & Abolition) Act 1970, Employee Provident Fund Act, ESIC Act, Bonus Act, Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maternity Benefits Act 1961 and Apprentices Act 1961** or the modifications thereof or any other laws relating thereto and the rules made there-under from time to time. The Contractor is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits / risks in relation to employees to be engaged by him. The Contractor shall maintain all the statutory registers required under Labour laws. The Contractor shall also produce these records on demand by CSIR-CBRI authority. If he fails to do so, his failure will be a breach of the contract and CSIR-CBRI may at its discretion cancel the contract without prejudice to any other action under the law

and contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Acts. The regulation aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.

CSIR-CBRI shall have the right to deduct from the money due to the Contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deduction made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

7. Responsibility for payment of wages:

- i. The Contractor shall be responsible for payment of wages to each worker employed by him as contract labour and such wages shall be paid before the expiry of such period as may be prescribed. The payment to the labourers shall be made in their bank accounts through Direct bank transfer .The valid proof in support of wage payment to labourers through DBT shall be required for the reimbursement of wages.
- ii. In case the Contractor fails to make payment of wages within the prescribed period or makes short payment, then CSIR-CBRI shall make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the Contractor and recover the amount paid from the Contractor either by deduction from any amount payable to the Contractor under any contract or as a debt payable by the Contractor.
- iii. The Contractor shall fix wage periods in respect of which wages shall be payable. **No wage period shall exceed one month.**
- iv. The wages of every person employed by the Contractor shall be paid before the expiry of the seventh day after the last day of the wage period in respect of which the wages are payable.
- v. Where the employment of any worker is terminated by or on behalf of the Contractor the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
- vi. Wages due to every worker shall be paid to him directly into his bank Account .The certified bank transaction copies of wage payment to workers shall be enclosed with the Bill for reimbursement of wages.
- vii. Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act, 1936 (IV of 1936).

8. Safety Regulations:

The Contractor shall be responsible to take all precautions to ensure the safety of all the equipment, person, public & private property.

9. Status of the Contractor and its Staff Members:

1. The Contractor shall have the legal status of an independent Contractor. Neither the Contractor nor its staff members, nor any person employed by the Contractor or its agents for, or within the framework of, the performance of the services under the present contract shall be considered in any way as being employee of CBRI /CSIR.
2. The CSIR-CBRI shall accept no liability explicit or implicit neither for any financial or other consequences arising from, sickness, injury, damages or death of the personnel of the Contractor, of the staff members or of any sub-Contractor or agent or of any person performing on their behalf any work under the present contract, **including the time spent in travel nor for any damages which may arise by reason of the neglect or default of any of them.**
3. **The CSIR-CBRI shall accept no liability for sickness, injury, damages or death of persons provided by the contractor or that of contractor's agents or persons employed by it or its agents.**

4. The Contractor shall indemnify and hold the CSIR-CBRI harmless in respect of any claim arising out of the Contractor's or its staff members negligent or unlawful performance under the present contract and brought against the CSIR-CBRI by any person for a liability.
5. The Contractor shall, at his expense, take out appropriate insurance to cover all risks, damages or injuries, including related claims, which might occur to any person, including a third party, or to any property, including equipment, papers and documents, and arising out of, or connected with the Contractor or its staff members performance under the present contract.
6. For the purposes of this article, the term third party shall be "inter- alia" officials of CBRI and its agents and officials as well as any person or entity employed by the Contractor or engaged for the Contractor in order to perform services for, or supplying goods to the Contractor in connection with the implementation of the present contract.
7. Notwithstanding anything to the contrary contained in this contract, the Contractor shall only be liable and shall only be required to indemnify the CBRI in respect of claims or liabilities that arise out of the negligence, breach of contract or unlawful conduct of the Contractor or its staff members or agents in the performance of this contract

10. Extension and Termination of Contract:

CSIR-CBRI reserves the right to terminate the contract in part or in full at any time with 2 month's notice without assigning any reasons thereof. CSIR-CBRI also will have the right to extend this contract on rates, terms & conditions approved for the services at one time or in spells of lesser time period up to a cumulative maximum period of 12 months or till an alternate arrangement is made whichever is earlier with mutually agreed terms. Contractor can also leave the contract by giving 2 months' prior notice in writing. In such a event CSIR-CBRI shall be entitled to forfeit the bank guarantee and recover the losses caused on account of termination of the contract, this amount may be a maximum up to Rs.300000/-.

11. In case of Death of the Contractor:

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, CSIR-CBRI shall have the option to terminate the contract without compensation to the legal or other heirs of the Contractor.

12. Arbitration:

In the event of any question, dispute/difference arising under this contract/agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi as per the provisions of Indian Arbitration and Reconciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force.

- b) The arbitration Proceedings will be in English only.
- c) The place of arbitration shall be the Delhi International Arbitration Centre at Delhi.
- d) The award of the arbitration shall be final and binding on the parties.
- e) The cost of the arbitration shall be borne equally by both the parties

13. Force Majeure:

Neither Contractor nor CSIR-CBRI shall be liable for any delay, default or failure under this Agreement if such delays, defaults or failures arose as a direct consequence of recognized force majeure.

SECTION – 4 (a)

SPECIFICATIONS, SPECIAL TERMS AND CONDITIONS OF CONTRACT

1 **Schedule of Services:**

The Contractor shall provide following catering, house-keeping & related services complete in all respect at:

A **CSIR-CBRI Swarn Jyanti and C.V. Raman Guest Houses** at Roorkee.

A.1 Provide the duty of **minimum one person at the Reception of each of the Guest Houses i.e. Swarn Jyanti and C.V. Raman Guest Houses** round the clock in three shifts on continuous basis.

A.2 *Maintain all relevant records in the prescribed register regarding request of guest house, guest occupancy, collection of amount, dues, attend telephone calls, provide relevant record & information to guest house in-charge or representative of CSIR-CBRI and implement all other related activities from time to time.*

A.3 Maintain clean and hygienic environment in rooms, common spaces and all surrounding spaces including dining hall, lobby, lawns, rooms, verandah etc.

A.4 *Providing room services in rooms and meeting halls as and when desired by the occupants of guest houses on individual payment basis including tea/coffee in sachet and also prepared in sets, variety of snacks, Biscuits, Chips, Juice, Cold drinks, mineral water etc.*

A.5 **Serving of Dinners:**

Dinners shall be served daily as per the prescribed food menu for the occupants/ guests/ trainees/ faculties/ students staying in both the Guest Houses or in the Dining Halls etc. as specified by the institute on individual payment basis. The dinners will be buffet dinners unless otherwise specified by CSIR-CBRI. The Contractor shall ensure efficient and requisite services in dining halls with special emphasis on hygiene, cleanness of crockery/saucers plates, glass & other utensils, cleanness of dining table & chairs provided for taking dinner, drinking water including removal & cleaning of used crockery/saucers/plates complete in all respects etc.

A.6 **Serving of Lunches:**

Lunches shall also be served as per prescribed menu to occupants/ guests/ trainees/ faculties/ students staying in the Guest Houses or in the Hostels as specified by the institute on individual payment basis. The lunches will be buffet lunches unless otherwise specified by CSIR-CBRI. The Contractor shall ensure efficient & requisite services complete in all respects.

A.6.1 Cold drinks, mineral water, juice, tea, snacks chips etc. will be served to the occupants/ guests/ trainees/faculties/ students at approved rates in both the Guest Houses on individual payment basis for which Contractor shall maintain sufficient stock in guest houses for ready to serve as and when required.

A.7. **Serving of Lunches/Dinners on special occasions:**

Buffet lunches/dinners shall be served as per specified menu for the guest members staying/ present for official meetings on the day of meetings/ seminars, conferences, courses etc. or as instructed by CSIR-CBRI. The Contractor shall provide efficient requisite service / facilities as detailed above for the guests/ trainees/faculties/students.

A.8 The Contractor must take charge of the complete inventory of guest houses and related facilities and give receipt thereof and should handover the same on completion or termination of the contract. The contractor shall be sole responsible for the Guest Houses inventory (**For the items to be provided by CSIR-CBRI**) for safety and security which includes fixtures and furniture, cleanliness of all furniture, in and around the surroundings of Guest Houses, kitchens, VIP halls and toilets etc. He will also make necessary arrangement for proper disposal of wastes accumulated in the Guest Houses. Contractor shall provide and maintain clean

and fresh towels, napkins, bed sheets, pillow covers, toiletries etc to all guests on their arrival and should change them at least twice in a week stay/after every two days of stay.

B CBRI Cafeteria:

- B.1 The catering & related services has to be provided by the Contractor in the Cafeteria mainly related to providing tea, coffee along with light refreshment (once in the morning and once in the afternoon), lunch to be provided to the members of different committees on requirement basis, arrangement of parties on special occasions. The Contractor will supply tea/coffee, cold drinks, Mineral water, Juices, snack etc to the place of meetings and as and when required by the staff of CSIR-CBRI.
- B.2 There are only limited inventory items of CSIR-CBRI Cafeteria for important meetings. The contractor has to make its own arrangements for kitchenware, cooking gas, utensils, crockery etc.
- B.3 The Contractor must take charge of the total inventory and give receipt thereof and should handover the same on completion or termination of the contract. The contractor shall be sole responsible for the Cafeteria inventory (For the items to be provided by CSIR-CBRI) for its safety, security & cleanness which includes fixtures and furniture, cleanliness in and around the surroundings of canteen kitchen, halls and toilet etc. He will make necessary arrangement for proper disposal of wastes accumulated in the Cafeteria.

2. Tea, Coffee, Juices, Snacks and cold Drinks:

- 2.1 The Contractor shall also provide lunch, dinner, tea & coffee, cold drinks, snacks etc. to the staff of CSIR-CBRI against approved rates on payment basis.
- 2.2 Provision for sugar free tea/coffee/cold drinks shall be made by the Contractor as per the requirements to be informed to the Contractor in advance.

3. Rates:

The tenderer shall quote rates for providing catering services at CSIR-CBRI in Rate List of the Tender as Appended to the tender documents -Annexure A.

a) The Tenderer shall quote rates on "**per head per meal**" basis in rate list separately for each menu as shown in **Annexure-A**. The rate should include cost of all raw materials / inputs including fuel e.g., cooking gas, manpower etc. The kitchenware and service utensils to be used in Guest Houses for cooking and servicing / eating shall be provided by CSIR-CBRI. GST and other statutory taxes will be paid separately on production of documents. **LPG connection may be secured by CSIR-CBRI.**

b) The Contractor shall serve special lunch/ *dinner*/ breakfast/ forenoon tea/ afternoon tea etc. as per the request of CSIR-CBRI on the rates of the corresponding menus accepted. Extra/special items to be provided in the special menu and the venue will be decided by CSIR-CBRI in consultation with the Contractor.

4. Menu:

The Contractor shall follow the menu as per **Annexure – A**, as the case may be, and shall seek instructions from respective Guest House In charge or Warden of Hostels or representative designated by CSIR-CBRI regarding specific items to be served in the menu for an event. The designated CSIR-CBRI' representative may modify the items of the menu to be served on different days to suit to the needs of the guests/ trainees/faculties/students of CSIR-CBRI. The detailed menu so prepared shall normally be valid for a week. No change can be made in the menu by the Contractor without written approval. Violation of these instructions shall automatically result in 10% deduction of the bill for that event. The menu for lunch, dinner and staff meetings etc shall be decided by the committee in consultation with the contractor at a prescribed rate furnished by them. The rates for extra items if provided shall be decided by the committee considering market rates at prevailing conditions.

6. Quality Control:

CSIR-CBRI authorized committee has the prerogative to conduct surprise checks of the office canteen and guest house mess/guest house to monitor the quality of food being served./services being offered. Any complaint found in these visits will be dealt with stringent most penalties.

7. **Complaint/ Suggestion Register:**

The contractor shall maintain complaint/ suggestion registers duly signed by CSIR-CBRI authorized representative in the dining hall of respective guest houses & reception of both the guest houses for registering complaints of the occupants/ guests/ trainees/ faculties/students with regard to all or any aspect of the room, food including services provided by the Contractor.

8. **Kitchen Items:**

- 8.1. The Crockery, cutlery, utensils, furniture and kitchen equipment such as gas-cooking range, masala grinder, toaster, empty gas cylinders in the gas bank, dosa plate, refrigerator and deep freezer, water cooler and service counter etc. shall be provided by CBRI. **Contractor shall not use any electric cooking appliances for cooking purpose.** Only gas will be used for this purpose.
- 8.2 The contractor will ensure closure of all lights, fans, AC etc. after service hours. If he is found misusing of CSIR-CBRI facilities, a fine of Rs 1000/- will be imposed on that event with warning letter. The repeated misuse of facilities shall lead to termination of contract with fine.
- 8.3 The Contractor will be provided with all the kitchen equipments in working order by CSIR-CBRI and thereafter he shall be responsible for the general upkeep of the equipments. If at any time, it is felt that these equipments are not kept in proper order, **the respective Guest House Incharge will be authorized to take suitable action as required.** The Contractor shall be liable for any willful loss or damage caused to CSIR- CBRI property. The only normal wear & tear of kitchen equipments, furniture, fixture etc. shall be considered during return by contractor.
- 8.4 The Contractor shall arrange for proper cleaning and upkeep of all the items including furniture under his charge.

9. **Paper / Cloth Napkins:**

The Contractor shall provide paper napkins of good quality during servicing of all events of the menu. For special events, Contractor shall provide cloth napkins as per instructions of CSIR-CBRI.

10. **Washing:**

The Contractor shall arrange washing of table cloths, towels and cloth napkins at his own cost. Only fresh table cloths, towels, napkins will be used each day.

11. **Sub-contracting:**

The Contractor shall not let out this work *on* sub contract or otherwise to anybody else.

12. **Monthly Meetings:**

The Contractor/Mess Manager shall attend the monthly mess meetings arranged by the CSIR-CBRI authorities and implement decisions thereof.

13. **Approval of Food:**

CSIR-CBRI reserves the right to test / have tested from certified agency any time at its cost the raw materials to be used for breakfast, lunches, dinners, tea/coffee, snacks etc. The foodstuff prepared for serving shall be subject to the approval of CSIR-CBRI authorities and their decision in this regard shall be final and binding on the Contractor. Financial losses and other damages caused to CSIR-CBRI on account of the bad quality of food served shall be punishable and Suitable recoveries as decided by CSIR-CBRI shall be made by CSIR-CBRI on this account. The designated officials of CSIR-CBRI are entitled to inspect the premises at any time to ensure bona-fide use, to check hygiene and cleanliness and to check quality of the ingredients used in the food.

14. **Quality of Non-Vegetarian Items:**

Contractor must submit if demanded, a certificate of satisfactory quality of non-vegetarian items from the prescribed authorities.

15. **Hygienic Conditions:**

The foodstuff shall be prepared, kept for serving and served under total hygienic conditions by the Contractor to the satisfaction of CSIR-CBRI. The food will be prepared by using LPG. The use of firewood and coal in the kitchen or elsewhere is strictly prohibited. The fuel cost of which shall be borne by the Contractor. A penalty of Rs 5000/- (per inspection) will be imposed if unhygienic conditions are found in office canteen/guest house mess/guest house.

16. **Timings:**

Contractor shall arrange for cooking of breakfast; forenoon tea, lunch, afternoon tea, evening tea and dinner as per menu in **Annexure-A** in accordance with the timing given below unless otherwise specified by CSIR-CBRI to suit requirements of a particular day or period. The Contractor shall also be responsible for providing in each room in the Guest House and guest house material for bed tea as specified in the contract.

The normal timings of catering services will be as under:

Morning Tea	06.00 Hrs. to 07.30 Hrs.
Breakfast:	08.00 Hrs. to 09.30 Hrs
Lunch	12.30 Hrs. to 14.30 Hrs.
Evening Tea	17.00 Hrs. to 19.00 Hrs.
Dinner	20.00 Hrs. to 22.00 Hrs.

Bed tea to be supplied/kept in guest house rooms as per request of guest on payment basis.

In CBRI Cafeteria

Tea & snacks in the forenoon	10.00 Hrs to 12.00 Hrs
Tea & snacks in the afternoon	15.00 Hrs to 17.00 Hrs

For meetings convened in Conference Room/In the office of the Chairman, Scientist – As per requirement.

Note:

1. Services from the *canteen/kitchen* in the Guest Houses *should be available from 08.00* hours to 22.00 hours on all week days.
2. Timings mentioned above are normal timings & shall be enhanced as per the CSIR-CBRI office requirements. These timings are subject to change at the discretion of CSIR-CBRI authorities.

17. **Brand of Items:**

17.1 Contractor shall buy at his own cost good quality of raw materials e.g. non-vegetarian items, grocery, vegetables, fruits, dairy items etc. for preparation of breakfast, lunch, dinner etc. He shall use the items of the reputed brands or make as given in the **Annexure 'H'**.

17.2 These items are subject to verification at any time without notice by CSIR-CBRI or by its authorised Committee, whose recommendations shall be final and binding on the Contractor for suitable remedial action, if any, as decided by CSIR-CBRI or the Committee.

18. **Contractor's Staff:**

- i. The Contractor shall designate a person amongst his staff as Manager for the overall control, supervision of the services and co-ordination with CSIR-CBRI.

- ii. The Contractor shall deploy sufficient number of professionally trained cooks - having knowledge of preparation of various dishes of north, south Indian and continental dishes, waiters, cleaning staff, dish washers and head waiters and supervisors to ensure complaint free services. In addition, sufficient number of *safaiwalas* / cleaning staff shall be engaged at both the Guest Houses and in CSIR-CBRI Cafeteria exclusively for cleaning. The timings for cleaning shall be fixed in such a way that they are avoided during the eating times.
- iii. Waiters at the rate of one waiter for every 10 diners or 10 lunches shall be provided for smooth and efficient service during dining. At least one Supervisor should be engaged for all events in each dining hall in the Guest Houses. One of such Supervisors could be the Manager.
- iv. All staff deployed by the Contractor shall obtain, when demanded, Medical Certificate of physical fitness from the Medical Officer-in-charge, CSIR-CBRI Dispensary/ approved Medical Officer or from the Govt. Hospital.
- v. The Contractor and his employees shall abide by the Guest House/Council rules and shall be subject to discipline as prescribed by CSIR-CBRI.
- vi. **The Contractor will get proper verification of the staff deployed in various services and submit the same to CSIR-CBRI for its record.**
- vii. **The contractor shall provide neat & clean uniform to its staff.**

19. **Behaviour of Staff:**

The Staff employed including Mess Manager and Supervisor by the Contractor should be courteous, civil and polite in behavior towards all the occupants/ guests/ trainees/ students/ faculties/ officer/ other CSIR-CBRI establishment. In case of any dispute between the guests/trainees/students/faculty/members of the staff of CSIR-CBRI and the Contractor or his employees, the matter shall be referred by the Contractor to CSIR-CBRI and in such matters the decision of the CSIR-CBRI shall be final & binding.

20. **Replacement of Staff:**

The contractor's Staff found un-satisfactory by the CSIR-CBRI shall be replaced by the Contractor as early as possible but in no case more than one week on receipt of written intimation from the CSIR-CBRI.

21. **Uniforms of Waiters:**

The waiters will put on proper uniform i.e. **white shirt, black trousers, black leather shoes and cap / Head gear. Neck tie for Supervisor and Manager, apron, shoes and caps for cooks & helpers.** The entire waiters, cook, helpers, Supervisors and Manager should sport **the name plate prominently on their uniform. The uniform will be supplied by the Contractor at his own cost and Contractor should ensure that the Mess staff/CSIR-CBRI Cafeteria staff is on duty at all times in neat and clean uniform.** In addition to above the staff should have short-combed hair, manicured nails, clean shave (except Sikhs with moustache and beard well fixed). Staff must be free from body odors and bad breath. Staff must be attentive, courteous, smiling, helpful, non sloppy and in an immaculate dress all the time.

22. **Identity Cards:**

All waiters, cooks, helpers etc. shall have photo identity cards issued by the Contractor so that entry is restricted to only legitimate persons to CSIR-CBRI premises. A notice board will be provided by the Contractor in the dining hall of the Guest Houses as well as in CSIR-CBRI Cafeteria indicating the duty chart of workers. The police verification for such staff shall be done before deployment in the campus.

23. **Cleanliness of the Staff:**

Cleanliness and hygiene of the staff employed for cooking/ serving should be of extraordinary level. The Contractor should immediately withdraw staff with any contagious disease from deployment.

24. **Accommodation to Staff:**

A one small room for rest of contractor's employee/staff shall be provided free of cost by CSIR-CBRI.

The space provided for rest during their duty hours for the staff of the Contractor will be exclusively used by the persons having the photo-pass provided by the Institute and no outsiders will be allowed at any stage. Contractor shall be responsible for any lapse in maintaining the accommodation and to see that there are no untoward incidents in the Guest House premises or the campus by the occupants of the said accommodation during their entry and stay in the Guest House. Penalty will be imposed for any occupancy by outsiders in the premises.

25. **Fine:**

On the first occasion flat rate of fine @ Rs.5000/ will be imposed by CSIR-CBRI Authorities Director or any authorized officer) for breach of contract with respect to non- maintaining the quality/ quantity/ service and violation of terms of Agreement which may be in addition to disallowing payment for items of inferior quality served or for items not served at all. On the second occasion of such an incident, relevant clause for termination of contract will be invoked.

26. **Schedule of submission of Bills:**

Bills on account of providing catering services (breakfast /lunches/dinners etc.) for official meetings will be submitted on monthly basis and payment through electronic transfer will be made after requisite certification within fifteen days from submission of bills. However, any deterioration/deficiency in service will not be acceptable to CSIR-CBRI on the plea of delay in receipt of payment.

27. **Payments:**

- i. Payments for official guests of CSIR-CBRI for which written instructions/permission was given by the CSIR-CBRI will be made as per actual on approved rate in the menu.
- ii. Contractor shall take payment *from* guests staying in guest houses on individual basis. Contractor shall take payment from individual officers and staff and trainees on their individual orders for the food items served to them. CSIR-CBRI shall not be responsible for these payments.
- iii. Payment of Monthly lump-sum bills on account of providing manpower for managing the services will be released only on production of copies of challans of previous month in support of having discharged the EPF and ESIC liability in respect of workers deployed by Contractor in CBRI.

28. **Deductions:**

In case the Contractor fails to execute/ perform the assigned services or a part thereof, CSIR-CBRI shall be authorised to make suitable deductions as deemed fit by CSIR-CBRI from the bills of the Contractor and damages shall be charged to the extent of loss incurred to CSIR-CBRI for such lapse. The decision of CSIR-CBRI shall be final & binding on the Contractor.

29. **Cleanliness:**

- a. **Floors, walls, doors, windows, ceilings, ceiling fans, electrical fixtures and furniture in the dining halls, kitchens, hand-wash areas of Guest Houses & CSIR-CBRI Cafeteria shall be maintained & cleaned by the Contractor spotlessly.** Failure to keep these in spotless condition shall be dealt with by imposition of penalty of Rs.500/- per occasion.
- b. Cleanliness of the mess area, which includes kitchens, dining halls, washing area, wash basin, water coolers, pantry, and surrounding areas shall be arranged by the Contractor employing his own staff at his own cost.
- c. Cleaning material of good quality shall be used by the Contractor at his own cost.
- d. Utensils shall be cleaned using hot water with proper permissible detergents and finally washed in antiseptic liquid containing potassium per magnate and neat cloths.

- e. The washbasin areas tend to get dirty frequently during meal times. The Contractor should ensure special care on this by cleaning and drying at intervals of every fifteen minutes or less to ensure clean and clear washbasins and surrounding areas.
- f. Contractor shall not use cracked chipped and stained crockery. *The* Contractor shall replace all chipped, cracked, stained and broken crockery items immediately at his own cost, if chipped, cracked, stained crockery is found to be in use, a fine @ Rs.1000/- per occasion will be levied.
- g. The Contractor should ensure that all the electric kettles supplied in the Guest Houses and Guest House rooms as well as used in CSIR-CBRI Cafeteria are maintained in clean and working conditions at all times.

30. **Returning of Items and Replacement:**

The Contractor shall be responsible for the safety and upkeep of the items of CSIR-CBRI *made available to him and shall return the items as per inventory on the expiry of the contract or on termination of the contract in the same condition as at the time of issue to him.* The Contractor will be provided sufficient utensils, furniture, table cloths and towels at one time only. Thereafter, the Contractor shall return all the items after completion of the contract period in the same condition as at the time of issue. A maximum 25% of cracked and chipped ceramic crockery items would be allowed at the time of return at the end of the contract period. Further, only normal wear & tear will be considered at return of items otherwise suitable deduction shall be made from the contractor.

31. The Contractor shall be deemed liable for all legal and contractual purposes, as *the* employer of the said staff/ persons and such persons will not have any claim for employment or any kind of compensation from CSIR-CBRI now or at any future date.

Section-4 (b)

Housekeeping

32. (i) The services is mainly related to maintenance and cleanliness of the kitchen Dining Hall rooms in the Guest Houses and CBRI Cafeteria as well as their surroundings. The rooms and toilets should be clean with room fresheners & mosquito repellents etc
- (ii) The CBRI has developed excellent facility for the visiting guests. The lodging facility at CBRI, Roorkee comprises 37 guest rooms (Single bed, double bed, triple bed, four bed, suits double bed), visitors lounge, dining hall, reception, kitchen and lawns at Guest Houses. Lawns would be maintained by the Institute itself. However, cleaning of the lawns will be the part of the contract.
- (iii) Each room is fully furnished with high quality linen & furniture and is having other accessories like colored TV set with Cable connection, Air conditioners, Geysers and other paraphernalia.
- (iv) The Guest Houses block houses the VIP lounge, kitchen and Dining hall. Both the kitchens are well equipped with state-of-the-art equipments equally matched by high quality furniture in the dining halls.
- (v) The Guest Houses will cater to the visitors comprising trainees, students, faculty members & Guests from different labs and Institutes of CSIR, Government Institutions and other public & private bodies. The services shall comprise both lodging & boarding facility, house-keeping, front office, reception, allotment of rooms, check in and check-out of Guests/participants etc.
- (vi) The front office man/receptionist will look after all work related to the entry of guest for room allocation, maintaining proper record of all inventories, accounts, registers, keeping the facilities operational, maintaining and collecting their payment dues, attending telephone and maintaining feedback registers from the guests. The amount so collected shall be deposited with CBRI on weekly basis by the Contractor as per the receipt records/registers to be maintained by the Contractor on daily basis. Guest house arrival and departure register, cash receipt book, key board etc. shall be maintained by the Contractor and can be inspected any time by CBRI Administration.
- (vii) Guest Houses booking for the guests will be made by *CBRI* only. The Contractor shall not allow the bookings or stay or any other objectionable activities in any of the Guest Houses *of any* unauthorized person.
33. Sufficient trained, experienced personnel in adequate number shall be arranged by the Agency and deployed with trained supervisors to provide all the house-keeping services of a high standard quality to the satisfaction of the CBRI authorities. The shift duties shall be so fixed that there shall not be dislocation for any supply or services including any room service.
34. Daily cleaning & dusting of all rooms & lobbies/corridor for which T&P will be arranged by the contractor. Daily cleaning of all floors, toilets, doors, floors, removing of cobwebs etc. for which the cost of accessories required like hard brooms/soft brooms, detergents, disinfectants, mopping rods Swabs etc. shall be borne by agency.
35. Proper maintenance of all linen in the Guest Houses i.e. woolen blankets, bed sheets, towels, pillow covers, Napkins, curtains etc. Regularly used items like bed sheets towels; pillow covers etc. should be changed on new occupancy or twice in a week or as and when required when rooms are under occupation. White napkins should be changed as frequently as required.
36. Only standard detergent, phenyl, dusters and all other relevant small equipments/materials shall be used for the purpose & cost shall be borne by Agency/Contractor.
37. Dry cleaning of blankets will be done by CSIR-CBRI as and when required.
38. Dry cleaning of Curtains will be done by Contractor twice in a year (at every six month).

Duty Charts shall be displayed properly at both the Guest Houses and Cafeteria at all times.

Air-conditioning, electricity and power for non-cooking purposes and water will be provided free of cost by CBRI at the premises. However, Contractor/Agency shall be responsible to ensure that there is no undue wastage

of power & water by his staff or even by others such as CBRI staff, guests etc. and shall bring any such misuse or wastage to the notice of CBRI authorities.

Maintenance of daily guest arrival and departure register, cash receipt book which will be issued by CBRI for depositing daily room rent charges to CBRI, shall be maintained by the Agency and can be inspected by authorized representative of CBRI any time. He/She will collect all the charges from the guests as per rates fixed by CBRI. Room charges will be deposited with CBRI by the Agency as per the receipt record to be maintained by the Agency on weekly basis with Cashier, CBRI.

UPKEEP & MAINTENANCE OF KITCHEN EQUIPMENTS

Various kitchen equipments and gadgets to be supplied by CBRI shall be maintained in good working condition by the Contractor. Their day-to-day maintenance and cleaning and any damage of such equipments not attributable to normal wear and tear will be paid by the Contractor. These kitchen equipments and gadgets shall be returned by the Contractor at the time of termination of contract. Upkeep & maintenance of kitchen equipments will be the sole responsibility of the Contractor at no extra cost.

HOUSE-KEEPING SERVICES

Contractor will be responsible for all house-keeping services in the Guest Houses and Dining Halls and kitchens and in CBRI Cafeteria. House-keeping staff should be available 6.00 A.M. to 10.00 P.M for the Guest Houses and for CBRI Cafeteria from 8.45 a.m. to 5.30 p.m. In case the Cafeteria staff is required after 5.30 p.m. in view of ongoing meetings continue after 5.30 p.m. and requirement of tea etc. is needed, the concerned official will inform the Cafeteria staff in advance.

The Contractor and his workers shall strictly follow the security procedure of the CBRI in vogue while they are inside the premises of the Guest Houses and CBRI Cafeteria.

Financial Bid

The bidders are requested to read the documents carefully particularly section 4 (a) & 4(b) before quoting their rates in the financial bid proforma i.e. BOQ. Also note that many facilities/equipments, furniture and spaces etc are provided by CSIR-CBRI against lump sum charge of Rs. 6000/- per month. Some of these are stated as below:

- i. Water
- ii. Electricity
- iii. One room accommodation to staff for rest.
- iv. Furniture and fixtures
- v. Kitchen utensils and equipments (as per existing inventory)
- vi. Commercial Gas Connection

All other items including utensils etc. additionally as required for running of Cafeteria and mess shall be arranged by the contractor himself /herself at his/her own cost.

Financial/Price bid consists of three BOQs i.e. Annexure-A, Annexure-B-1 & Annexure-B-2. Bidders are requested to kindly fill all the three BOQs. Please do not quote the Prices in the below mentioned Menu. It is only for bidders' information.

MENU

Sl. No	Item	Menu	Rate (Rs.)
1	Tea/Coffee per cup	<ul style="list-style-type: none"> • Tea • Coffee 	Rs. Rs.
2	Breakfast	<p>Breakfast comprising one of the combinations given below—</p> <ul style="list-style-type: none"> • Corn-flakes (1 cup=50 gm) with milk (1 glass=200 ml) OR, • Bread/Toast 4 pieces, Butter (1 piece=25 gms) & Tea/Coffee OR • Bread (two pieces), Omlette (2 egg)/ Boiled 2 egg, Tea/Coffee OR • 2 stuffed (aloo/Gobhi) paratha with curd (100 gm), pickle, Tea/Coffee OR • 4 puri, -sabji – 1 plate and pickle, Tea/Coffee OR • Idli-wada (4) with sambar & chatni – 1 plate, Tea/Coffee OR • Upma(1 plate=250 gm) with sambar & chatni- 1 plate, Tea/Coffee 	Rs

3	Lunch and Dinner i)Working Lunch/Dinner	Working Lunch/Dinner comprising following items as given below:- <ul style="list-style-type: none"> • Dal • Dry/Gravy Vegetable (one seasonal vegetable*) • Plain rice • Roti or Chapatti or Puri – per diet. • Curd • Achaar & salad (* Vegetables should not be of repetitive nature in a week)	Rs
	ii)special working Lunch/Dinner	Special working Lunch/Dinner comprising following items as given below:- <ul style="list-style-type: none"> • Juice/soup • One paneer based vegetable/Malai Kofta, • Dal Fry, • Veg. Pulao/Rice, • One dry seasonal vegetable/mix veg • Roti or chapatti or Puri – per diet • Raita & salad, • Papad & pickles, • Sweet/Ice cream, • Bottled water • Napkin 	
4	Rates for Special Non-veg dishes/ veg dishes *Average of the rates is to be taken for calculation	Starter:- 1. Paneer Tikka/Veg. Kabab/Matar Potli (150 gm) 2. Chicken Tikka/fish Tikka (150 gms per plate) Main course:- 1. Egg curry (2 egg) 2. Chicken curry (200gm) 3. Fish curry (150gm) 4. Mutton curry (150gm) 5. Cheese Chilli/ Sahi Paneer (150 gms per plate) 6. Seasonal fruits (150 gms per plate)	Rs Rs Rs Rs Rs Rs
5	High Tea	High Tea comprising following items as given below:- <ul style="list-style-type: none"> • Cold drink/Milk Shake/Juice (150ml), • Salted Kaju (20gm), • Malai Chop or equivalent , • bottled water(200ml), • Potato wafers • Tea/Coffee 	Rs.
6	For- Counter Sale at CBRI Cafeteria/Guest House *Average is to be taken for calculation	i)Samosa/ Kachodi/ Alu-bonda/patties/Dhokla – per piece ii)Sweet /Rasgolla/Malai-chap- per piece iii)Pastry (40gms)- per piece	Rs Rs Rs.

Note

1) All the quoted items should be readily available in canteen.

2) Please ensure before quoting that rates are quoted according to the quality of products mentioned in annexure –H.

3) Quoted rates are inclusive of all taxes except GST.

4) Offers with abnormally low/non-workable rates may be rejected. Director, CSIR-CBRI reserves the right to reject the tenders quoting abruptly low rates.

5) Branded items example- Cold drink, Namkeen, Ice Cream, curd, Mineral water, chips, Biscuits or other packed items should not be sold on more than M.R.P.

Housekeeping Rates

I. Providing required number of trained Skilled/Semi-Skilled/unskilled persons for managing House Keeping, mess services, General Maintenance and day to day room service and Cleaning of Guest Houses (Comprising 37 rooms, corridors reception, dining hall, mess) & Cafeteria.			
8 <u>Semi-Skilled</u> & 2 <u>Unskilled</u>	Minimum wage As notified by the Government by latest order shall be payable by CBRI. Quote Agency charges Per Month-----% of minimum wages i.e. Basic+VDA (Rates are inclusive of all taxes except GST)		
<ul style="list-style-type: none"> • EPF, ESI, GST will be provided as per rules on the submission of Challan copy. • Minimum 8 attendants and 2 safaiwalla shall be deployed round the clock in 3 shifts of 8 Hours each. • Suitable requisite arrangements for guests, arriving in late night/odd hrs. shall be made by the contractor in guest houses. • Minimum wages will be as notified by Central/State Govt. whichever is higher plus statutory liabilities as per agreement and service charges. • Mode of payment to workers by the contractor for wage etc shall be ECF/DBT. 			
II.	Maintenance charges per Room:		
	<table border="1"> <tr> <td>Maintenance charges per room (Swarn Jayanti and CV Raman guest houses) *Approximately 37 Rooms *Services will include washing bed sheets, pillow cover, towels etc. Providing toilet soaps, bath soaps, mosquito repellants, naphthalene balls, toilet paper etc</td> <td>Rate per room per month Rs.------(inclusive of all taxes except GST) Note: However, payment will be made on pro-rata basis as per actual occupancy of the room.</td> </tr> </table>	Maintenance charges per room (Swarn Jayanti and CV Raman guest houses) *Approximately 37 Rooms *Services will include washing bed sheets, pillow cover, towels etc. Providing toilet soaps, bath soaps, mosquito repellants, naphthalene balls, toilet paper etc	Rate per room per month Rs.------(inclusive of all taxes except GST) Note: However, payment will be made on pro-rata basis as per actual occupancy of the room.
Maintenance charges per room (Swarn Jayanti and CV Raman guest houses) *Approximately 37 Rooms *Services will include washing bed sheets, pillow cover, towels etc. Providing toilet soaps, bath soaps, mosquito repellants, naphthalene balls, toilet paper etc	Rate per room per month Rs.------(inclusive of all taxes except GST) Note: However, payment will be made on pro-rata basis as per actual occupancy of the room.		

III

License Fees/lump-sum charges to be paid to the Institute for use of facilities like infrastructure, Dining Hall, Kitchen space, furniture and other items of the institute.

- **Rs.6000/month- as license fee will be charged from the contractor in lieu of facilities provided by the Institute**

Important Notes

1. For Seminar/Workshops and other functions inauguration, the menu as required shall be served discreetly at the place of event as per schedule and directions to be intimated by CBRI, by the bearers in immaculate dress.
2. Special Lunch/dinner will be served on orders only.
3. Breakfast /working Lunch/Dinners will be served on regular basis on demand of the guests/students on both per diet and monthly basis.
4. Items of daily menu will be decided by CBRI for additional/extra items not covered in standard menu, rates would be decided by mutual consent between contractor and CBRI authorities on the basis of market rates.
5. Contractor should supply hot /cold drinking water as per the requirement of the guests.
6. Saunf, mishri, small illaichi should be supplied to all persons after breakfast lunch/dinner every event.
7. All food items Salad plates to be covered with transparent cell-pane.
8. Food & vegetables should be covered with silver foil for food packets supplied to the guests.
9. Name plates of all the waiters, mess manager and supervisor must be put on the uniform all the time.
10. Contractor shall have to prepare and serve dinner/lunch/breakfast to the guest/students even if only single resident/guest is staying in the guest house.

TENDERERS DETAILS :

NAME/ADDRESS OF AGENCY

REGISTRATION DETAILS

OWNER'S NAME

AMOUNT OF INCOME TAX
PAID LAST FINANCIAL YEAR
(Enclose a copy of Income Tax Return)

TELEPHONE NO.

RESIDENTIAL ADDRESS

BANK DETAILS

- BANK NAME & BRANCH
- ACCOUNT NUMBER
- IFSC NUMBER

GSTIN (Enclose a copy of registration certificate)

PAN No. (Enclose a copy of PAN)

OTHER DOCUMENTS WHICH MAY HELP IN
ASSESSING TENDERER'S ABILITIES, IF ANY

TENDERER'S SIGNATURE WITH OFFICIAL SEAL/STAMP

COMPLIANCE REPORT

To,

The Director
CSIR-CBRI, Roorkee
Uttarakhand - 247 667

Sub: Regarding tender for "Providing Catering & housekeeping Services at CBRI Guest Houses and CBRI Cafeteria.

Dear Sir,

I have gone through the complete terms and conditions of the Tender for Providing Catering and housekeeping Services at CBRI Guest Houses and CBRI Cafeteria and accept the same. I am herewith submitting EMD Details transferred to CSIR-CBRI's Account as per details given below:

UTR No.....Dated.....

Amount

Name of the Bank

Place:

Date:

TENDERER'S SIGNATURE WITH OFFICIAL SEAL/STAMP

PERFORMANCE GUARANTEE BOND FORM

1. In consideration of CSIR-CBRI, Roorkee (hereinafter called CBRI through its Guest Houses located at Shanti Nagar CBRI, Roorkee and CBRI Cafeteria located in Institute premises hereinafter called "CBRI") having awarded to M/s
(hereinafter called the Contractor) under the terms and conditions of an agreement (hereinafter called the contract), CBRI /CSIR has agreed to accept a deed of guarantee as herein provided for Rs.....
(Rupeesonly) from a scheduled bank towards due performance of the contract by the contractor as per the terms & conditions of the contract.

We (Name of the Bank) _____ do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the CSIR- CBRI stating that the amount claimed is due by way of loss or damage caused to or suffered by the CSIR-CBRI by reason of breach by the said Contractor(s) of the terms and conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee where the decision of the CBRI on these counts shall be final and binding on the Bank. However, Bank's Liability under this guarantee shall be restricted to an amount not exceeding

_____ .
We undertake to pay to the CSIR-CBRI any money so demanded notwithstanding any dispute, or dispute raised by the Contractor(s) in any suit or proceeding pending before any court or tribunal relating there to Bank's liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

We (Name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the *said* agreement and that it shall continue to be enforceable till all the dues of the CSIR/CBRI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till CSIR /CBRI certifies that the terms and conditions of the said Agreement has been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of 14 months from the date of agreement, we shall be discharged from all liability under this guarantee thereafter.

We (Name of the Bank) _____ further agree with the CBRI /CSIR that the CBRI shall have the fullest liberty without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from *time* to time or to postpone for any time or from time to time any of the powers exercisable by the CBRI against said Contractor(s) and for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the CBRI or any indulgence by the CSIR to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ supplier(s). We (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the CBRI/CSIR in writing.

Dated the _____ day of _____
For _____

(Indicate the name of the Bank)

APPLICATION FOR PRE-QUALIFICATION OF FIRMS/CONTRACTORS FOR PROVIDING SERVICES TO CSIR-CBRI, ROORKEE

1.	Name of the Firm / Contractor	:	
2.	Owner / Partner	:	
3.	Address with Ph. No. / Email / fax No.	:	
4.	Registration No. of the Firm under Shop & Establishment Act (upload a copy of registration)	:	
5.	PAN no. (upload a copy of the same)	:	
6.	GST No. (upload a copy of the same)	:	
7.	Manpower Details (enclose the copy as per Annexure -J)	:	
8.	Receipt of Rs. 60,000/- EMD deposited in CBRI Account. (upload the copy)	:	
9.	Copies of last 03 years performance experience certificates of similar worked in Central Govt./State Govt./ PSU's/ Autonomous Bodies/Corporate (upload sheet as per Annexure I)	:	
10.	Contract Labour License issued by Labour Commissioner State/Central for any previous work(upload the copy)	:	
11.	Labour Identification No.-LIN allocated by Shram suvidha Portal of Ministry of Labour and Employment .(upload the copy)	:	
12.	Registration with EPF (upload the copy of the same)	:	
13.	Registration with ESIC (upload the copy of the same)	:	
14.	Copies of Income Tax returns of last 03 years(upload the copies of the same)	:	
15.	An Affidavit on the stamp paper of Rs. 100/- to the following effect:- A) Having not defaulted on any loans by bank/financial Institution in the past. B) No statutory dues and undisputed liability. C) The contractor /Firm have not been blacklisted by any Govt. Department /CSIR. D) There is no criminal case pending against the Firm/Contractor (upload a copy as per format given at Annexure-L).	:	
16.	Proof of Annual turnover minimum Rs.30 Lakh for last 03 years (enclose Turnover certificate issued by CA under seal bearing his license/membership no.).	:	
17.	Any other obligatory Registration / Certificate for running the Cafeteria / catering services (upload the copies)	:	

Non -Participation of near relatives of employees in the tender/execution of works in units.

I..... S/o R/o.....hereby certify that none of my relative (s) as defined in Clause No. 3.2 (C) of Section-2 of the tender document is/are employed in CBRI / CSIR as per details given in tender document. In case at any stage, if it is found that the information given by me is false/ incorrect, CBRI / CSIR shall have the absolute right to take any action as deemed fit without any prior intimation to me.

TENDERER'S SIGNATURE WITH OFFICIAL SEAL/STAMP

Suggested brands & quality of the products:

Sauce (Tomato/chilly)	Maggie/Kissan
Jam/Marmalade	Kissan/Tops/Kaytis
Canned juices	Tropicana/Real/Kaytis
Bread	Britannia/Bakeman's
Refined oil	Nature Oil/Fortune Soya/Sundrop/Vital
Mustard Oil	P Mark / Kanodia
Butter or butter chiplets	Amul / Parag
Milk	Parag/Mother Dairy/DMS (Full cream)
Cornflakes & wheat puffs	Kellogg / Mohan's only
Pickle	Nafed/Bedakar/TOPS
Basmati rice	Dawat/ Lalquila or any other branded quality
Potato	Pahari of good quality
Atta/Maida/Besan	Ahar/Shakti Bhog/Annapurna/Rajdhani
Biscuits	Britannia/Good Day/Marie/Monaco or any other as specified
Salt (Iodized)	Tata/Annapurna/Captain cook
Tea (Bags/sachet)	Taj Mahal/Tata/Nestle
Dairy whitener	Everyday
Sugar	Dharmpur (sachets), Daurala
Pulses	Good quality
Spices	MDH/Captain Cook/Everst
Fruits & Vegetables	Seasonal fresh quality
Ice cream	Mother dairy/Kwality
Meat Products	Fresh good quality

TENDERER'S SIGNATURE WITH OFFICIAL SEAL/STAMP

PRESENT STRENGTH IN SIMILAR WORKS

Name of Work :
Location with address :
Clients Name :
Average number of persons eating in mess* :

S.No.	Type of staff	Nos. per person eating in the mess
1	Supervisor	
2	Cook	
3	Assistant Cook	
4	Helper in Kitchen	
5	Dish washers	
6	Service staff	
7	Others (add rows as required)	

*- average should be taken on yearly basis.

**-Separate statement should be given for each individual work.

TENDERER'S SIGNATURE WITH OFFICIAL SEAL/STAMP

AGREEMENT FOR PROVIDING CATERING AND HOUSE KEEPING SERVICES at CSIR-CBRI SWARN JYANTI & V.V.RAMAN GUEST HOUSES & CSIR-CBRI CAFETERIA & CANTEEN : CSIR-CBRI, ROORKEE.

This AGREEMENT made on the day of, 2019 between the COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, a Society registered under the Societies Registration Act and having its office at Anusandhan Bhawan, Rafi Marg, New Delhi (hereinafter referred to as CSIR) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART.

And

M/S ----- (hereinafter referred to as Contractor) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the OTHER PART.

WHEREAS the CSIR-CBRI, Roorkee is desirous of giving a job contract for providing the Catering & Housekeeping services at **CBRI Swarn Jyanti & CV Raman Guest Houses and CBRI Cafeteria at CBRI, Roorkee** which is a Constituent Unit of CSIR (hereinafter referred to as Lab/Instt.) and whereas the Contractor has offered to provide the Guest Houses & Mess services on the terms and conditions hereinafter stated. WHEREAS Contractor has represented that he is a Registered Contractor under the Provisions of Contract Labour (Regulation and Abolition Act), 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the contractor at his own expenses, etc and the contractor shall report the compliance thereof to the CSIR/ CBRI, Roorkee . The contractor shall be solely liable for any violation of the provisions of the said Act or any other act. WHEREAS CSIR/ CBRI Roorkee has agreed to award the contract of work of Guest Houses & Mess hereinafter ANDWHEREAS the contractor has agreed to furnish to the Lab/Instt. a security deposit of **Rs.300000/-** by way of Bank Guarantee or Fixed Deposit Receipt. NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under:

A. GENERAL CONDITIONS

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the CSIR-CBRI, Roorkee shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of providing the Catering & House-Keeping services in **Swarn Jyanti & CV Raman Guest Houses and CBRI Cafeteria at CBRI, Roorkee** the contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with the Director, CSIR-CBRI, Roorkee or his nominee. Subsequently, the contractor shall review the work assigned from time to time and advise the Director, CSIR-CBRI, Roorkee for further streamlining their system. The contractor shall further be bound by and carry out the directions/instructions given to him by the Director, CSIR-CBRI, Roorkee or the officer designated by the Director in this respect from time to time.
3. That the Director, CSIR-CBRI, Roorkee or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons as deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case any of the persons so deployed by the contractor does not come upto the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the CSIR/the Director, CBRI, Roorkee in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the CSIR/Director, CBRI, Roorkee in case of any of the aforesaid acts on the part of the said person.

B. Contractor's Obligations

1. That the Contractor shall carefully and diligently perform the work assigned to him as mentioned in tender document as deemed fit by him in consultation with the Institute.
2. That for performing the assigned work, the Contractor shall deploy medically and physically fit persons. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
3. That the Contractor shall submit details such as, names, parentage, residential address, age etc. of the persons deployed by him in the premises of the Institute for the purpose of proper identification of the employees of the contractor deployed for the work, he shall issue identity cards bearing their photographs/identification etc. and such employees shall display their identity cards at the time of duty.
4. That the Contractor shall be liable for payment of wages and all other dues which they are entitled to receive under the various labour laws and other statutory provisions.
5. That the Contractor shall at his own cost, if required take necessary insurance cover in respect of the aforesaid services rendered to CSIR-CBRI, Roorkee and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, **1970**; Employees State Insurance Act; Workman's Compensation Act, **1923**; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act 1952. The Payment of Bonus Act, **1965**; The Minimum Wages Act, **1948**; Employer's Liability Act, **1938**; Employment of Children Act, **1938**. Maternity Benefit Act and/ or any other Rules/regulations and or statutes that may be applicable to them.
6. That the Contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the CSIR-CBRI, Roorkee indemnified from all acts of omission, fault, breaches and/ or any claim, demand, loss, injury and expense arising out from the non compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-law or rules framed under or any of these, the CSIR-CBRI, Roorkee shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demands, loss, or injury, from the contractor's monthly payments.
7. That the contractor shall be required to maintain permanent attendance register/roll within premises which will be open for inspection and checking by the authorized officers of CSIR-CBRI, Roorkee.
8. That the Contractor shall make payment of wages, etc. to the persons so deployed in the bank accounts through direct bank transfer and then claim reimbursement thereafter and shall on demand furnish copies of wage register/muster roll, etc. to the Institute for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour Laws, having regard to the duties of CSIR/ CBRI, Roorkee in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, **1970**. The Contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.
9. That the contractor shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed at the Institute premises/buildings in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution will be withheld till submission of required documents.

10. The Contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR-CBRI, Roorkee.

11. That the Contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them do not violate relevant provisions of Shops and Establishment Act. **The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs.** In the event of the Contractor committing a default or breach of any of the provisions of Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director of the CSIR-CBRI, Roorkee a sum as may be claimed by CSIR-CBRI, Roorkee.

12. The Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the CSIR-CBRI, Roorkee and ensure that no such person shall create any disruption/hindrance/problem of any nature in CSIR-CBRI, Roorkee either explicitly or implicitly.

13. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and / or loss/ damage if any sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.

14. The security will be refunded to the Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

15. That the Contractor shall keep the CSIR-CBRI indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case CSIR/ CBRI, Roorkee is made party and is supposed to contest the case, the CSIR/ CBRI, Roorkee will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Contractor to CSIR-CBRI, Roorkee on demand. Further, the Contractor shall ensure that no financial or any other liability comes on CSIR-CBRI, Roorkee in this respect of any nature whatsoever and shall keep CSIR-CBRI, Roorkee indemnified in this respect.

16. The Contractor shall further keep the CSIR-CBRI, Roorkee indemnified against any loss to the CSIR-CBRI, Roorkee property and assets. The CSIR-CBRI, Roorkee shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payment due to the Contractor under this contract.

C. CBRI, ROORKEE' S OBLIGATIONS

1. That in consideration of the services rendered by the Contractor as stated above, he shall be paid on monthly basis. In this regard, the Contractor will raise his bill by 3 day every month which will be duly certified the officers designated by Institute. The Institute will process the bill so raised and make payment to the Contractor latest by 10th day of the month. Contractor will pay the wages to his manpower deployed in the Institute latest by 7th day of each month. The Contractor would be required to ensure the payment of its workers by 7th of every month and there should be no linkage between this payment and settlement of the contractor bill by Institute.

2. That the aforesaid service charge has been agreed to be paid by CSIR-CBRI, Roorkee to the contractor every month.0

3. The payment on account of enhancement/escalation charges on account of revision in wages etc by the appropriate Government from time to time shall be payable by the CSIR-CBRI, Roorkee to the contractor.

4. That the CSIR-CBRI, Roorkee shall reimburse the amount of Goods and service tax, if any, paid by the contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the contractor.

D.PENALTIES/LIABILITIES

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at his risk and cost.

2. That if the Contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of officer authorized by the Director of the Institute in this behalf, a penalty leading to **a deduction up to maximum of 10 percent of the total amount of bill for a particular month will be imposed.**

E. COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f ----- and shall remain in force for a period of one year i.e. from----- upto ----- . This agreement may be extended on such terms and conditions as are mutually agreed upon.

2. That this agreement may be terminated on any of the following contingencies:

a) On the expiry of the contract period as stated above
b) By giving one month's notice by CSIR-CBRI, Roorkee on account of:

i) Committing breach by the Contractor of any of the terms and conditions of this agreement.
ii) Assigning the contract or any part thereof to any sub contractor by the Contractor without written permission of the Laboratory/Institute.

c) On contractor being declared insolvent by competent Court of Law. During the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.

F.ARBITRATION

1. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to DG, CSIR or his nominee.

2. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director-General, CSIR shall appoint another person to act as Arbitrator in place of the out-going Arbitrator in accordance with the terms of this Agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

3. The Arbitrator may give interim award(s) and/or directions, as maybe required.

4. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and

any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

In witness whereof the parties hereto have signed these presents on the date, month and year first above written.

For and on behalf of The Contractor

For and on behalf of
CBRI, Roorkee
(Council of Scientific & Industrial Research)

WITNESS

- 1.
- 2.

.....

Affidavit

(To be executed on Rs. 100/- Stamp paper & attested by Public Notary/Executive Magistrate in respect of the Bidder)

We/I.....hereby declare that:

- a) Our/My Firm has never defaulted on any loan by Bank/Financial Institutions in the past.
- b) There are no statutory dues and liabilities against our/my firm.
- c) Our/my Firm is not blacklisted and debarred from any Govt. Department/CSIR.
- d) There is no criminal case pending against the firm.
- e) The contents of this affidavit are true to the best of my knowledge and belief. Nothing material has been concealed.

Place:

Date:

TENDERER'S SIGNATURE WITH OFFICIAL SEAL/STAMP

TENDER EVALUATION (SEGREGATED TYPE)

The client shall follow two bid systems where the Technical Bid & Financial Bid shall be evaluated separately.

The tendering evaluation shall be done on weightage with **25%** to Technical Evaluation & **75%** to Financial Evaluation (it will include 25% each for catering services in mess & canteen; housekeeping services and room maintenance services). The Technical Bid Evaluation shall be done based on the following criteria.

During the Technical Evaluation stage each bidder shall be assigned different marks out of a total of 100 marks as per the criteria specified below:-

SN	Particulars	Marks
(i)	<i>Number of years in operations</i>	<i>Max. 25 marks</i>
	(a) 3 years	10
	(b) Above 3 – 5 years	20
	(c) Above 5 years	25
(ii)	<i>Turnover (Last Financial Year)</i>	<i>Max. 25 marks</i>
	(a) 30 lakh	10
	(b) Above 30 lakh to 50 lakh	20
	(c) Above 50 lakh	25
(iii)	<i>Number of Manpower on roll</i>	<i>Max. 20 marks</i>
	(a) 10	5
	(b) Above 10 – 20	10
	(c) Above 20	20
(iv)	<i>Quality/ other certification</i>	<i>Max. 20 marks</i>
	(a) ISO (Less than 5 years)	5
	(b) ISO (Above 5-20 years)	10
	(c) ISO + other certification including FSSAI etc	20
(v)	<i>Credentials of the agency, past performance etc.</i>	<i>Max. 10 marks</i>
	As as per the discretion of the committee based on credentials of the agency which includes its past performance, work experience with reputed organizations/ government institutions, license from FSSAI etc.	

A Bidder should secure mandatorily a minimum of 60%marks (i.e. 60 marks out of total 100 marks) in Technical Evaluation in order to be a qualified bidder **for being eligible for Technical Weightage and subsequently for opening of financial bids.** The total marks obtained by a bidder in the technical bid shall be allocated 25% of technical weightage and the financial bids shall be allocated **75%** of the financial weightage, and thereby making a total of 100% weightage for the complete bidding.

Illustration 1 (for Technical Weightage)

If a Bidder has secured 80 marks out of the total 100 marks in technical evaluation then the **technical weightage secure by the bidder shall be:20** i.e. {80 x 25%}.

- (i) The responsiveness of the bid, i.e., receipts of duly filled, signed and accepted bid documents in complete form, including authorization letter.
- (ii) Receipt of valid EMD with requisite amount in acceptable format.
- (iii) Documents in proof of meeting the minimum eligibility criteria.
- (iv) Any other documents as required to support the responsiveness of the bidder, as per tender. The bidder who qualified in the technical evaluation shall only be called for opening of financial bids. Client shall intimate the bidders, the time/ venue for the **Financial Bid opening by written communication.**

FINANCIAL BID OPENING PROCEDURE

The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids. All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the authorization letter from their companies/ firms. Absence of bidders or their authorized representatives shall not impair the legality of the process. The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid. Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process.

FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER:-

The financial evaluation shall be carried out and financial bids of all the technically qualified bidders shall be given **75% of weightage** (25% of weightage each for catering services in mess & canteen; housekeeping services and room maintenance services). The Bidder with the lowest bid prices shall be assigned 25 marks (i.e. 25% x100) each for catering services in mess & canteen; housekeeping services and room maintenance services respectively and his total scores of the financial bid shall be 75 marks (i.e. 75% x100)as per Illustration 2 below:

Illustration 2(for Financial Weightage)

If the Bidder quoted lowest price for catering services in mess & canteen and weighed on Rs.100/- scale ($100 \times (\text{lowest price quoted by bidder (L1-Catering)} / \text{lowest price quoted by bidder(L1-Catering)})$). The score for other bidders shall be computed as $100 \times (\text{lowest price quoted by bidder (L1-Catering)} / \text{Price quoted by other bidder for catering services (L2-catering OR L3-catering... so on)})$. The financial weightage for catering services with the lowest bid prices in catering shall be assigned 25 (i.e. $25\% \times \text{Rs. } 100$). Similarly the weightage for other bidders will be computed.

Similarly, if the bidder quoted lowest price for housekeeping services and weighed on Rs.100/- scale ($100 \times (\text{lowest price quoted by bidder (L1-housekeeping)} / \text{lowest price quoted by bidder(L1-housekeeping)})$). The score for other bidders shall be computed as $100 \times (\text{lowest price quoted by bidder (L1-housekeeping)} / \text{Price quoted by other bidder for housekeeping services (L2-housekeeping OR L3-housekeeping.. so on)})$. The financial weightage for housekeeping services with the lowest bid prices in housekeeping shall be assigned 25 (i.e. $25\% \times \text{Rs. } 100$). Similarly, the weightage for other bidders will be computed.

Similarly, if the bidder quoted lowest price for room maintenance services and weighed on Rs.100/- scale ($100 \times (\text{lowest price quoted by bidder (L1-room maintenance)} / \text{lowest price quoted by bidder(L1-room maintenance)})$). The score for other bidders shall be computed as $100 \times (\text{lowest price quoted by bidder (L1-room maintenance)} / \text{Price quoted by other bidder for room maintenance services (L2-room maintenance OR L3-room maintenance... so on)})$. The financial weightage for room maintenance services with the lowest bid prices in housekeeping shall be assigned 25 (i.e. $25\% \times \text{Rs. } 100$). Similarly, the weightage for other bidders will be computed.

If the Bidder at Illustration 1 in technical evaluation is L-1 Bidder in catering services; housekeeping services and room maintenance services the total value shall be **..95..**i.e. (20 Technical Value + 75 Financial Value(25- for catering+25- for housekeeping+ 25-for room maintenance services). The financial scores of the other bidders shall be computed as explained at Illustration 3 below.

Illustration 3

If the Bidder at Illustration 1 in technical evaluation is L-2 Bidder in each for catering services in mess & canteen; housekeeping services and room maintenance services and his scaled quoted prices are Rs.125, Rs. 150 and Rs. 125 respectively therefore the financial scores for L-2 shall be $= 25 \times 100 (\text{lowest prices-L1- catering} / 125 (\text{quoted prices} - \text{L2 catering})) + 25 \times 100 (\text{lowest prices-L1- housekeeping} / 150 (\text{quoted prices} - \text{L2 housekeeping})) + 25 \times 100 (\text{lowest prices-L1- room maintenance} / 125 (\text{quoted prices} - \text{L2 room maintenance})) = 20 + 16.67 + 20 = 56.67$ (financial score).

Therefore L-2 Bidder shall have total value of 76.67(...20...Technical Value+ ...56.67 Financial Value)
The Bidders' ranking shall be arranged depending on the marks obtained by each of the bidder both in Technical Evaluation and Financial Evaluation.

The Bidder meeting the **minimum eligibility criteria** and with the **highest marks/ rank** (i.e. the **total** of technical evaluation marks and financial evaluation marks) shall be deemed as the **successful Bidder** and shall be considered eligible L-1 Bidder for further process. If there is a discrepancy between words and figures, the amount in words shall prevail.