

CSIR-CENTRAL BUILDING RESEARCH INSTITUTE,

ROORKEE(UTTARAKHAND)247667

No.Gen/GH/Contract/2022

Dated: 26. 09.2022

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-CentralBuildingResearchInstitute,Roorkee(AConstituentEstablishmentofCouncilofScientific& Industrial Research(CSIR) seeks to engage excellent full time Catering & Housekeeping service Provider for its guests at two Guest Houses namely Swarn Jyanti and C.V. Raman Guest House located at CBRI Campus, Shanti Nagar, Roorkee as well as for a Cafeteria which is located in the Institute premises 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://gem.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)**. Manual Bids shall not be accepted.

The Tender Must Be Accompanied With The Following Documents For Technical Bid, In The Absence Of Which Such Tender Shall Be Rejected:-

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

List of documents to be scanned and uploaded are as follows:-

Sl.No.	Documents to be uploaded
1	Receipt of Rs. 92,000/-as EMD deposited in CBRI Account or <u>exemption certificate along with Bid Security Declaration (upload a copy of Form-1at Annexure-H)</u>
2	PAN no. (upload a copy of the same)
3	License of FSSAI(upload a copy of the same)
4.	GST No.(upload a copy of the same)
5	Past experience of similar work in CentralGovt./StateGovt./PSU's/AutonomousBodies/Corporate for 03 three years.

2. The CBRI has developed excellent facility for the visiting guests. The lodging facility at CBRI, Roorkee **comprises 37 guest rooms**, visitors lounge, dining hall, reception, kitchen and lawns at Guest Houses Before tendering, the tenderer may visit both the Guest Houses and Cafeteria personally and satisfy themselves as to the conditions prevalent there.

3. **Contract will be awarded to only that successful bidder who will qualify for both services i.e. canteen services at institute area and catering services at both two Guest Houses.**

4. **Relationship with Employees:** CSIR-CBRI debars parties from tendering having relatives working in CSIR-CBRI, Roorkee.

5. **Earnest Money Deposit:**

5.1 Each tender must be accompanied by Earnest Money (EMD)Rs. 92,000/- in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheques or Bank Guarantee (including e-Bank Guarantee) from any of the Commercial Banks or deposited online in favour of Director CBRI Roorkee (as per the bank detail given below).

Bank detail of CBRI

**Account Holder's Name: Director,
CBRI, Roorkee,
Account No. 30269847968,
IFSC-SBIN0010635,
State Bank of India,
CBRI Branch.**

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.

The firms registered with 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.

5.2 **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 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.

6. **Performance Guarantee:**

The successful tenderer shall be required to furnish a performance security of **Rs. 1,38,000/- (Rupees One lakh thirty eight thousand only-3% of estimated value of the contract)** within fifteen days after receipt of GeM contract order in the form of **Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt,**

Banker's Cheque or Bank Guarantee(including e-Bank Guarantee) from any of the Commercial Banks or online payment in an acceptable form in favour of Director, CBRI, Roorkee(**Annexure-B**) and valid for a period of 14 months from the date of execution of Agreement of contract. 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. 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.

7. **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.**

8. **Signing of Agreement:**

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

9. **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.

10. **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-1

SCOPE OF WORK

CBRI Cafeteria:-

1. To provide all –inclusive services for meals (breakfast & lunch, cooked and fast food), non-alcoholic beverages, snacks & other items daily to on-site user.
2. To provide tea, coffee along with light refreshment (once in morning and once in afternoon).
3. To provide tea/coffee, cold drinks, snacks, lunch etc to members of different committees on requirement basis on the place of meetings as and when required.
4. Arrangement of parties on special occasions.

CSIR-CBRI Guest Houses:-

1. To provide all –inclusive services for meals (breakfast, lunch and dinner), non-alcoholic beverages, snacks & other items daily to on-site user, personnel, visitors or to others.
2. To prepare and serve breakfast/lunch/dinner even if only single guest is staying in the guest houses.
3. Maintenance and cleaning of all over areas of both guest houses.
4. Maintenance of rooms.
5. To provide front office man/reception services etc.

SECTION-2

Special Terms and Conditions of Contract

The Contractor shall mandatorily provide following additional housekeeping services related to catering complete in all respect at CSIR-CBRI Swarn Jyanti and C.V. Raman Guest Houses at Roorkee:-

- (ii) 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.
- (iii) 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.
- (iv) Guest house arrival and departure register, cash receipt book, key board other relevant records and information etc. shall be maintained by the Contractor and can be inspected any time by representative of CSIR-CBRI.
- (v) 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.
- (vi) **The service provider/contractor mandatorily will have to provide the following services in the rooms also:-**
 - Toilet soaps,
 - Bath soaps
 - Mosquito repellents
 - Naphthalene balls
 - Toilet paper
- (vii) **Maintain, clean and hygienic environment in rooms & attached balcony, common spaces and all surrounding spaces including Floors, walls, doors, windows, ceilings, ceiling fans, electrical fixtures and furniture in the dining halls, kitchens, dining hall, lobby, lawns, rooms, verandah, hand-wash areas of Guest Houses etc to be done by the contractor spotlessly. The rooms and toilets should be clean with room fresheners & mosquito repellents etc.**
- (viii) **Contractor shall maintain clean and fresh towels, napkins, bed sheets, pillow covers, toiletries etc and provide these items to all guests on their arrival and should change them on new occupancy and when rooms are under occupation at alternate days or as and when required. White napkins should be changed as frequently as required.**
- (ix) *Service provider will provide room services in rooms and meeting halls as and when desired by the occupants of guest houses including tea/coffee in sachet and also prepared in sets, variety of snacks, Biscuits, Chips, Juice, Cold drinks, mineral water etc.*
- (x) **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 contractor.

- (xi) Proper maintenance and cleaning/washing/dry cleaning of all linen in the Guest Houses i.e. woolen blankets, bed sheets, towels, pillow covers, Napkins, curtains etc.
- (xii) Only standard detergent, phenyl, dusters and all other relevant small equipment/materials shall be used for the purpose & cost shall be borne by Contractor.

(xiii) Dry cleaning of Curtains and Blankets will be done by Contractor.

(xiv) Service provider will not be allowed to use single use plastic items banned by the government of India in the institute canteen/Guest houses and any other specific item/articles as may be notified by the GOI/Statutory body during the contract period.

SECTION -03

Other Terms and Conditions

- 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.
- **The contractor has to make its own arrangements for kitchenware, cooking gas, utensils, crockery, cutlery etc for CBRI Cafeteria and guest houses services . He shall not use cracked, chipped and stained crockery.**
- 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 Guest houses & Cafeteria inventory (For the items to be provided by CSIR-CBRI) for its maintenance, safety, security & cleanness at no extra cost.
- He will make necessary arrangement for proper disposal of wastes accumulated in the Guest houses & Cafeteria.
- 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. No change can be made in the menu by the Contractor without written approval.
- Branded items example- Cold drink, Namkeen, IceCream, curd, Mineral water, chips, Biscuits or other packed items should not be sold on more than M.R.P.
- **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.**
- 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.

- **Contractor shall not use any electric cooking appliances for cooking purpose.** Only LPG will be used for this purpose. The fuel cost of which shall be borne by the Contractor.
- The contractor will ensure closure of all lights, fans, AC etc. after service hours.
- The Contractor shall arrange washing of table cloths, towels and cloth napkins at his own cost. Only fresh tablecloths, towels, napkins will be used each day.
- Timings of the services may be changed as per the CSIR-CBRI office and guest house requirements.
- LPG connection will be secured by CSIR-CBRI.
- **Contractor's Staff:**
 - 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.
 - At least one Supervisor should be engaged for all events in each dining hall in the Guest Houses.
 - The Contractor/firm shall provide sufficient sets of uniforms, clean head caps and pair of shoes to its workers and shall ensure that they wear them all time and maintain them properly.
- **Cleanliness:**
 - **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.**
 - Cleaning material of good quality shall be used by the Contractor at his own cost.
 - Utensils shall be cleaned using hot water with proper permissible detergents and finally washed in antiseptic liquid containing potassium permagnate and neat cloths.
 - 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.
 - **The Contractor will be provided sufficient furniture, table cloths and towels at one time only.**
 - **The contractor shall display the menu and rate list daily on display board in the canteen and guest houses in advance.**
 - Payments towards Tea/Coffee etc. will be made by the staff members / students directly and not by the Institute other than for official events/meetings/workshop and trainings courses etc.
 - 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.
 - Lawns of both guest houses would be maintained by the Institute itself. However, cleaning of the lawns will be the part of the contract.
 - **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.
 - Daily guest arrival and departure register and cash receipt book will be issued by CBRI for depositing daily room rent charges to CBRI.
 - 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.
 - Brand of Items:
- 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 per table of Brands & Quality of the Products** given below:-

Brands & Quality of the Products:

Sauce (Tomato/chilly)	Maggie/Kissan
Jam/Marmalade	Kissan/Tops/Kaytis
Canned juices	Tropicana/Real/Kayti's
Bread	Britannia/Bakeman's/Born
Refined oil	Nature Oil/Fortune Soya/Sundrop/Vital
Mustard Oil	P Mark / Kanodia/fortune/Sundrop
Butter or butter chiplets	Amul / Parag
Milk	Parag/Mother Dairy/Amul/DMS (Full cream)
Cornflakes & wheat puffs	Kellogg / Mohan's only
Pickle	Nafed/Bedakar/TOPS/Nilons
Basmati rice	Dawat/ Lalquila or any other branded quality
Potato	Pahari of good quality
Atta/Maida/Besan	Shakti Bhog/Annapurna/Rajdhani/Aashirvaad
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	Dhampur (sachets), Daurala
Pulses	Good quality
Spices	MDH/Captain Cook/Everest
Fruits & Vegetables	Seasonal fresh quality
Ice cream	Mother dairy/Kwality/Amul
Meat Products	Fresh good quality

- **Service Provider should ensure before quoting that rates are quoted according to the quality of products mentioned in the above table.**
- These items are subject to verification at any time without notice by CSIR-CBRI or by its authorized 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.

Note: Failure to abide by the terms and conditions of the tender document as per Section-02 & 03, shall be dealt with by imposition of penalty with warning letter. The repeated failure shall lead to termination of contract with fine.

MENU

The firm quoted abnormally lower Price shall be rejected and be processed for Black Listing on GeM.

Sl. No	Item	Menu	Unit Rate (Rs.) including all taxes & duties	Total Menu Cost for the contract Duration
1	Tea/Coffee	Tea/Lemon Tea	Rs. 10.00	Rs.
		Coffee/Green Tea	Rs. 15.00	Rs.
		Beverages	MRP	MRP
2	Breakfast	Breakfast comprising one of the combination given below-		
		Seasonal Fruits and milk OR,	Rs. 50.00	Rs.
		Corn-flakes with milk OR,		
		Bread/Toast 4 pieces, Butter & Tea/Coffee OR		
		Bread(04 pieces), Omlette(2egg)/Boiled2egg, Tea/CoffeeOR		
		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 with sambar & chatni-1 Plate,Tea/Coffee		
3(i)	Lunch and Dinner i)WorkingLunch/Dinner	Working Lunch/Dinner comprising following items as given below:-		
		Dal (01 Bowl)	Rs. 80	Rs.
		Dry/Gravy Vegetable(one seasonal vegetable*)		
		Plain Rice(01 Bowl)		
		Roti or Chapatti or Puri-per diet		
		Curd(150 gms)		
		Achaar & Salad		
		(*Vegetables should not be of repetitive nature in a week)		
3(ii)	ii)Special Working Lunch/Dinner	Special workingLunch/Dinner comprising following items as given below:-		
		Juice/Soup	Rs. 250.00	Rs.
		One paneer based vegetable,		
		Dal Fry/Dal Makhni,		
		Veg. Pulao/Rice/Jeera Rice,		
		One dry seasonal vegetable/Mix Veg.,		
		Roti or Chapatti or Tandoori Roti or Puri-per diet		
		Boondi Raita/fruit Raita & Green Salad,		
		Papad & Pickles,		
		Sweet & Icecream,		
		Bottled water		
		Paper Napkin		
4	Rates for Special Non-Veg dishes/Veg dishes (* Average of the rates	Starter(per plate):-		
		Paneer Tikka/Veg. Kabab/Matar Potli (03 pieces)	Rs. 45.00	Rs.

	is to be taken for calculation)	Chicken Tikka/Fish Tikka (03 pieces)	Rs. 60.00	Rs.
		In Course (per plate):-		
		Egg Curry with 02 eggs	Rs. 50.00	Rs.
		Chicken Curry (03 pieces)	Rs. 60.00	Rs.
		Fish Curry (03 pieces)	Rs. 60.00	Rs.
		Mutton Curry (03 pieces)	Rs. 60.00	Rs.
		Veg. Spring roll (03 pieces)	Rs. 45.00	Rs.
		Hara Bhara Kabab (03 pieces)	Rs. 50.00	Rs.
		Cheese Chilli/ Shahi Paneer(03pieces)	Rs. 50.00	Rs.
		Seasonal Fruits	Rs. 20.00	Rs.
5	High Tea	High Tea comprising following items as given below:-		
		Cold drink/Milk Shake/Juice	Rs. 60.00	Rs.
		Salted Kaju(15 gms),		
		Malai Chop or equivalent,		
		Potato wafers (15gms),		
		Tea/Coffee		
6	For- Counter Sale at CBRI Cafeteria/Guest House (*Average is to be taken for calculation)	Samosa–per piece	Rs. 10.00	Rs.
		Kachodi/Alu-bonda/ patties/Dhokla–per piece	Rs. 15.00	Rs.
		Sweet /Rasgolla/Malai-chap- per piece	Rs. 20.00	Rs.
		Pastry (40gms)- per piece	Rs. 25.00	Rs.

- No minimum guarantee of business will be furnished to the firm or towards consumption of food items. It is advised to maintain the highest quality at the minimum/reasonable prices so as to attract the maximum number of officials / students to avail the canteen services.

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.....

(Rupees.....only) 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 thereto 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 there under 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 anytime 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)

ANNEXURE-C

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

Sl.No.	Required documents
1	Receipt of Rs. 92,000/-as EMD deposited in CBRI Account or <u>exemption certificate along with Bid Security Declaration (upload a copy of Form-1at Annexure-H)</u>
2	PAN no. (upload a copy of the same)
3	License of FSSAI(upload a copy of the same)
4.	GST No.(upload a copy of the same)
5	Past experience of similar work in Central Govt./State Govt./PSU's/Autonomous Bodies/Corporate for 03 three years (Upload the copies of performance/experience certificates of similar work)

TENDERER'S SIGNATURE WITH OFFICIAL SEAL/STAMP

Agreement For Providing Catering And House Keeping Servies At CSIR-CBRI Swarn Jyanti & C.V. Raman Guest Houses & CSIR-CBRI Cafeteria at CSIR-CBRI, Roorkee.

This AGREEMENT made on the....day of....., 2022 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 and Canteen 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 AND WHEREAS 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 up to 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 afore said 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.

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 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.
2. The arbitration Proceedings will be in English only.
3. The place of arbitration shall be the Delhi International Arbitration Centre at Delhi.
4. The award of the arbitration shall be final and binding on the parties.
5. The cost of the arbitration shall be borne equally by both the parties.

G. The service Provider shall also comply with all other conditions mentioned in the GeM Bid Document No. dated and SLA (Service Level Agreement) of GeM, which are not listed in this agreement.

This agreement contains the following document:-

1. Bid document No..... dated
2. Sanction Order No..... dated
3. Bid /RA/PR No.dated
4. Performance Bank Guarantee (Security Deposit) of Rs.(Rs. ...) in the shape of ePBG No. dated.....

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 CSIR-CBRI, Roorkee
(Council of Scientific & Industrial Research)

WITNESS

WITNESS

- 1.
- 2.

- 1.
- 2.

.....

Note: Submit as **form 1 as part of Technical bid**, a Bid Securing Declaration In lieu of bid security in the following format. Bidders exempted from submission of bid security are also required to submit this.

Bid Securing Declaration

(On Company Letter-head)

Bidder's name

[Address and Contact Details]

Bidder's Reference No.

Date.....

To

Director,
CSIR-Central Building Research Institute,
Roorkee-247 667 (Uttarakhand)

Ref: Tender for Job contract for Providing Catering & Housekeeping Services at CBRI SwarnJyanti and C.V. Raman Guest Houses, Institute Canteen and CBRI Cafeteria at Roorkee.

Sir/Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in procuring Organization for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) Withdraw / amend / impair / derogate , in any respect , from our bid , within the bid validity; or
- 2) Being notified within the bid validity of the acceptance of our bid by the procuring Entity:
 - (a) Refused to or failed to produce the original documents for scrutiny or the required performance Security within the stipulated time under the conditions of the tender Document.
 - (b) Fail or refuse to sign the contract.

We know that this Bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) Receipt by us of your notification
 - (a) Of cancellation of the entire tender process or rejection of all bids or
 - (b) Of the name of the successful bidder or
- 2) Forty-five days after the expiration of bid validity any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[Name & address of bidder and seal of company]

Dated on.....day of.....[insert date of signing]

Place..... [insert place of signing]

DA:.....

Format For Performance Certification Referred

(Furnish this information for each individual work from the employer for whom the work was executed)

- 1. Name of the contract and location:**
- 2. Agreement no.**
- 3. Scope of Contract:**
- 4. Contract Cost:**
- 5. Date of start:**
- 6. Period:**
- 7. Amount of compensation levied, if any**
- 8. Performance Report:**
 - i) Quality of Food-Excellent/Very Good/Good/Fair**
 - ii) Resourcefulness-Excellent/Very Good/Good/Fair**
- 9. Compliance of all statutory requirements-Yes/No**

(Seal of the Organization)

(Signature of the authorized representative)

Date:

