

**CSIR-Central Building Research Institute
Roorkee (Uttarakhand) 247667**

No. Gen/GH/Contract/2025

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. 57,00,000/- (Rs. Fifty Seven Lakh Only) per annum	Rs.1,14,000/- (Rs. One Lakh Fourteen Thousand Only) (To be deposited online as per the bank details provided in tender).	One year (extendable for one more year on similar terms and conditions depending upon performance)
	Sl. No.	Activity	Date & Time	
	1	Publish date on https://etenders.gov.in	12.06.2025	
	2	Bid document download date	12.06.2025	
	3	Bid submission start date	13.06.2025	
	4	Bid submission end date	26.06.2025 (10:00 am)	
	5	Technical Bid opening Date (Cover I)	27.06.2025 (10:00 am)	
	6	Financial Bid opening Date (Cover II)	To be intimated later on.	
Note:- Clarification period regarding tender is 03 working days i.e. 13.06.2025, 16.06.2025 and 17.06.2025.				

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 on <https://etenders.gov.in> along with proof of experience, annual turnover, copies of ESIC, EPF & GST registration of the firm, License 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.

Sr. Controller of Administration

CSIR - CENTRAL BUILDING RESEARCH INSTITUTEROORKEE
(UTTARAKHAND) 247 667

TENDER FOR "PROVIDING CATERING & HOUSEKEEPING SERVICES AT CBRI
SWARN JYANTI AND C.V. RAMAN GUEST HOUSES", "INSTITUTE CANTEEN" AND "CBRCAFETARIA" 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 400 - 500 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-group 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. During official meeting the tea/snack to be serve up to 8.00 pm at office meeting hall/conference room. The requirement for serving tea/ snack between 5.00 to 8.00 pm to be inform by CSIR-CBRI official in 2-4 hours advance for any official event/meeting.

CSIR-CBRI invites e-tenders (**two bid system**) through <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 the existing terms & conditions)**.

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 3 years of proven experience (during the period of year 2020-21, 2021-22, 2022-2023, 2023-24, 2024-25) in the field of catering and Housekeeping business in Govt. establishment/public sector undertakings/R&D Institutions/established private sector/other similar organizations **(Please attach Annexure-G)**. Any conclusive adverse performance report /Fake or inaccurate performance certificates will cause the tenders to be rejected.
3. No. of Manpower on Roll & their Details (enclose the copy of EPF-ECR as a proof).
4. Minimum turnover of **Rs. 57,000,00/- (Rs. Fifty Seven Lakh Only) per annum for any 03 years during the period of 2020-21, 2021-22, 2022-2023, 2023-24, 2024-25** 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. **Affidavit in format given at Annexure-I on Non-Judicial Stamp paper of Rs.100/-** regarding non default, no statutory dues and liabilities, no blacklisting/debarment, no criminal case etc.
6. Self attested copy of License under CLRA Act, 1970.
7. Should be an income tax payer (Please enclose the copy of Return filed for last three years during the period of 2020-21, 2021-22, 2022-2023, 2023-24, 2024-25).
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 E' are enclosed with the technical bid.

11. Receipt of Rs.1,14,000/- as EMD deposited in CBRI Account or exemption certificate (upload a copy).
12. License of FSSAI (upload a copy of the same).
13. 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.
14. 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	12.06.2025
2	Bid document download date	12.06.2025
3	Bid submission start date	13.06.2025
4	Bid submission end date	26.06.2025 (10:00 am)
5	Technical Bid opening Date (Cover I)	27.06.2025 (10:00 am)
6	Financial Bid opening Date (Cover II)	To be intimated later on.
Note:- Clarification period regarding tender is 03 working days i.e. 13.06.2025, 16.06.2025 and 17.06.2025.		

15. **Earnest Money Deposit amounting to Rs.1,14,000/- (Rs. One Lakh Fourteen Thousand Only), deposited through RTGS/NEFT in favour of Director, 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.**
16. **Quotation- Two –Bid system will be followed for this tender.**

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

Sl.No.	Cover-I	Cover-II
1	Name of the Firm / Contractor/ Owner / Partner along with Address/Ph. No. / Email / fax No	Financial/Price bid as per format given in the Tender Document (BOQ) <u>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.</u>
2	Receipt of Rs.1,14,000/- as EMD deposited in CBRI Account or exemption certificate (upload a copy)	
3	Registration No. of the Firm under Shop & Establishment Act (upload a copy of registration)	
4	PAN no. (upload a copy of the same)	
5	License of FSSAI(upload a copy of the same)	
6	GST No. (upload a copy of the same)	
7	No. of Manpower on Roll of the firm (enclose the copy of EPF-ECR as a proof)	
8	Copies of performance experience certificates (minimum three years during 2020-21, 2021-22, 2022-2023, 2023-24, 2024-25) of similar worked in Central Govt./State Govt./ PSU's/ Autonomous Bodies/Corporate . Please attach and upload (a) work orders (b) Satisfactory performance certificates along with Annexure G)	
9	Contract Labour License issued by Labour Commissioner State/Central (upload the copy)	
10	Labour Identification No.-LIN allocated by Shram suvidha Portal of Ministry of Labour and Employment.(upload the copy)	
11	Registration with EPF (upload the copy of the	

	same)	
12	Registration with ESIC (upload the copy of the same)	
13	Copies of Income Tax returns of last 03 years during 2020-21, 2021-22, 2022-2023, 2023-24, 2024-25 (upload the copies of the same)	
14	Affidavit in format given at Annexure-I on Non-Judicial Stamp paper of Rs.100/- regarding non default/no statutory dues and liabilities/no blacklisting/debarment/no criminal case etc.(upload the copy of the same)	
15	Proof of Annual turnover minimum Rs. 57,000,00/- (Rs. Fifty Seven Lakh Only) per annum for last 03 years during year 2020-21, 2021-22, 2022-2023, 2023-24, 2024-25 (enclose Turnover certificate issued by CA under seal bearing his license/membership no.).	
16	Copy of audited Balance Sheet for the last 03 years during year 2020-21, 2021-22, 2022-2023, 2023-24, 2024-25 (upload the copies of the same)	
17	Compliance Report in Annexure-C	

17. Before tendering, the tenderer may visit both the Guest Houses and Cafeteria personally and satisfy themselves as to the conditions prevalent there.
18. **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 **<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. CSIR-CBRI may at its discretion extend the last date and time for submission of Tenders in accordance with Clause – 4.

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) Clarification period regarding tender is 03 working days from the date of uploading the tender.
- d) No claim on this account at later stage shall be entertained by the CSIR- CBRI under any circumstances.
- e) **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 – F** 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.
- f) 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.
- g) Any attempt to influence the evaluation of the tender will cause the tenderer to be excluded from consideration.
- h) 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 should be signed by the authorized signatory to sign the tender on behalf of the tenderer should be attached with the tender.

4 **Amendment of Tender Document:**

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. 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.

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.

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.

5. **Opening of Tenders:**

Opening and Evaluation of Technical Bid (Cover-I)

- (a) The Technical bid will be opened online by Tender Opening Committee (TOC) on the prescribed date and time **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.

Opening and Evaluation 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.1,14,000/- 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

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.

6.2 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 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 Report:

Compliance report on all the terms and conditions of the contract must be submitted by the tenderer in **Annexure-C**.

8. Validity:

The tender 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 finalized.
Tenders are not transferable under any circumstances.

9. Acceptance of Tender:

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.

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.

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:

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.

The tenderer shall within 10 days of receipt of the Advance Work Order/Letter of Intent give his acceptance along with performance security in conformity with **Annexure-D** 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. 2,85,000/- (Rupees Two Lakh Eighty Five Thousand Only) 5% of estimated value of the contract** within fifteen days after receipt of Advance Work order in the form of **Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee** issued by a Nationalized 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-D**. The Performance Guarantee amount does not carry any interest and would be refunded on satisfactory completion of contract after adjusting the dues, if any, to CSIR-CBRI, Roorkee. 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 -H**) 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-3

General Terms and Conditions of Contract

1. License:

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

2 Performance Guarantee:

The performance guarantee in the form of **Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or 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.

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:

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.

If the Contractor fail to start the services on the date specified or any extension thereof as per Clause 3 as above, 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. 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. Contractor's Obligations:

- The Service Provider would be required to provide sufficient manpower, capable of supporting the functioning of the project/department in a manner desired by the Buyer. Any mismatch in demand and supply of the manpower such as number of employees.
- The Service Provider shall not assign its rights or obligations under this Contract, in whole or in part, nor enter any subcontract to perform any portion of this Contract, without the written consent of the Buyer. The Service Provider shall be responsible and liable to deliver the services as per the contract.
- The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.
- The Service Provider shall provide the documentary proof of the manpower deployed by them.
- The Service Provider shall be responsible for police verification, character, and antecedents' verification of the manpower. The same may be verified by the Buyer at the time of joining of the manpower, if he/she so desires.
- The manpower provided by the Service Provider shall not be deemed employees of the Buyer department hence the compliance of the applicable acts/ laws will be the sole responsibility of the Service Provider.
- The Service Provider shall furnish the following documents in respect of the manpower deployed by them to Buyer's

- premise/ designated premise in the given time limit:
- a. List of persons deployed (monthly)
 - b. Copy of Aadhaar Card of the candidates (at the time of deployment)
 - d. Identity Cards issued by Service Provider bearing photograph (within 8 days of joining)
 - e. Identity proof and residential proof (at the time of deployment)
 - f. Copy of police verification certificate (at the time of deployment)
 - g. Copy of birth certificate, if required (at the time of deployment - for domicile purpose)
- All selected manpower shall wear Identity Card provided by the Service Provider every day during working hours.
 - The Service Provider shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to Buyer.
 - In an event of deployed manpower availing leave, and if required by Buyer, suitable substitute(s) shall be provided by Service Provider as per mutual understanding with Buyer. Service Provider shall communicate the same to buyer in advance.
 - The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
 - The Service Provider shall ensure that all the relevant licenses/ registrations/ permissions which may be required for providing the services under this Agreement are valid during the entire period of the Agreement; failing which the Buyer can take appropriate action including imposition of deductions and termination of contract. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.
 - In case of continuous work (24 hours or more than 26 days in a month), Service Provider shall be responsible to change the shifts and manpower in compliance with the labor laws.
 - The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
 - No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer.
 - For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer.
 - No deployed manpower shall be allowed to stay in the Buyer’s premise/ designated premise unnecessarily after working hours without Buyer’s permission.
 - Any damages/ losses caused by deployed manpower shall be borne by the Service Provider. The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider during their performing the functions/duties, or for payment towards any compensation.
 - The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way be responsible for settlement of such issues whatsoever.
 - The Service Provider shall be responsible for timely payment of take-home remuneration to the manpower and deposit of EPF and ESI (both employee and employer share), failing which deductions shall be made by buyer. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Buyer Department or any other authority under Law.
 - The wages of every person deployed upon or in any establishment upon or in which less than one thousand persons are employed, shall be paid before expiry of the seventh day after the last day wage-period in respect of which the wages are payable. In any other establishment, wages of every person employed shall be paid before expiry of tenth day after last day wage-period. Payment of salary/ wages to the employees shall be made in their bank accounts only, no cash or kind payment shall be made.
 - The Service Provider shall furnish statement of amount paid for the month to the manpower deployed along with Transaction Details and Bank account from which the payment has been made. Service Provider shall furnish copy of bank statement in support of amount paid as and when required by Buyer.
 - The Service Provider shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment of wages.
 - The Service Provider shall submit before the Buyer Department, one copy of the return within 7 days from the date of filing of monthly/ quarterly/ half yearly/ annual return if any before the EPF and ESI authorities.
 - All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same.
 - The Service Provider, at all times, will ensure that the services being provided under this Contract/Agreement are performed strictly in accordance with all applicable laws, order, byelaws, regulations, notifications, guidelines, rules, standards, recommended practices etc. and no liability in this regard will be attached to the Buyer.

7. 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 fulfilment 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.

8. 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).

9. Safety Regulations:

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

10. 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 member's 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

11. 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.

12. 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.

13. 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.

- a) The arbitration Proceedings will be in English only.

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

14. 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 CSIR-CBRI Swarn Jyanti and C.V. Raman Guest Houses at Roorkee:

- a) 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.
- b) Receptionist should have at least 12th standard pass qualification. There is requirement of 2+2= 4 (Four) receptionist for both guest houses to run 24x7. Receptionist must wear uniform with identity card during working period. The rotation shift may be finalized before commencement of each month as 6.00 am to 2.00 pm, 2.00 p.m. to 10.00 p.m. The shift from 10.00 pm to 6.00 am will be taken care of by the house-keeping staff. No guest house to be left un attended.

- c) **Maintain clean and hygienic environment in rooms, common spaces and all surrounding spaces including dining hall, lobby, lawns, rooms, verandah etc.**

- d) 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/ tea-coffee vending machine and also prepared in sets, variety of snacks, Biscuits, Chips, Juice, Cold drinks, mineral water etc.

Note: Serving of Alcohol and Tobacco and related products and beverages are strictly prohibited in the CSIR-CBRI. Contractor should bring such requisites to the notice of the committee immediately. In case of such prohibited activities occurred, a penalty of Rs.10,000/- will be imposed to the contractor.

- e) **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.

- f) **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.

- g) 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.

- h) **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.

- i) The Contractor must take charge of the complete inventory (if any) 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.

j) CBRI Cafeteria:

- a) 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) 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, casserole sets, crockery (Good quality neat and clean) etc. The contractor shall provide snacks / tea/ coffee on crockery. Food item must not be served on disposable/plastic plate and cup.
- c) 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.
- 2.3 The CSIR-CBRI will provide 3 tea/coffee vending machines (at guest houses/ cafeteria/ suitable room) to the contractor. The contractor will fill standard tea, coffee kit with RO water for smooth functioning of machines. These tea/coffee vending machines requires cleaning on daily basis, therefore, the contractor will have to clean/maintain vending Machines on daily basis.

3. Rates:

The tenderer shall quote rates for providing catering services at CSIR-CBRI in three BOQs i.e. Annexure-A, Annexure-B-1 & Annexure-B-2. Bidders will fill all the three BOQs through online only on <https://etenders.gov.in> 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. The rate should include cost of all raw materials / inputs including fuel e.g., cooking gas, manpower etc. 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's 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.

5. 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.

6. Kitchen Items:

6.1 Bare minimum kitchen equipment such as gas-cooking range, empty gas cylinders, refrigerator, microwaves for both guest houses, water cooler and service counter shall be provided by CBRI. The repairing of kitchen equipment will be borne by the contractor. **All other items including crockery (Good quality bone china and/or Opal ware crockery, neat and clean), cutlery, utensils etc. additionally as required for running of Cafeteria, mess and Guest Houses shall be arranged by the contractor himself /herself at his/her own cost. Contractor shall not use any electric cooking appliances for cooking purpose.** Only gas will be used for this purpose.

6.2 The contractor will ensure closure of all lights, fans, AC, oil heater, heat convactor etc. after service hours. If he is found misusing of CSIR-CBRI facilities, a fine of Rs. 2000/- will be imposed on that event with warning letter. The repeated misuse of facilities shall lead to termination of contract with fine.

6.3 The Contractor will be responsible for all the kitchen equipments provided by CSIR-CBRI in working order 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.

6.4 The Contractor shall arrange for proper cleaning and upkeep of all the items including furniture under his charge.

7. Paper / Cloth Napkins and teabags:

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(serviettes) as per instructions of CSIR-CBRI without any extra charges.

The contractor's staff should make sure that water jugs and glasses are available in each room, similarly tea/coffee cups, tea bags, coffee, milk, sugar sachets and electric water kettle in rooms.

8. 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.

9. Sub-contracting:

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

10. Monthly Meetings:

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

11. Food Quality, Control Checks and Approval of Food:

CSIR-CBRI authorized committee/designated official has the prerogative to conduct surprise checks of the office canteen and guest house mess/guest houses/tea-coffee vending machines etc. during any time to

monitor the quality of food being served/services being offered for maintenance / cleaning & housekeeping.

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. The designated officials of CSIR-CBRI are entitled to inspect the premises to ensure bonafide use, check hygiene and cleanliness, and check the quality of the ingredients used and the food quality.

12. Quality of Non-Vegetarian Items:

Contractor must submit if demanded, a certificate and proof of freshness and for service quality of non-vegetarian items from the concerned/prescribed authorities.

13. 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. Penalty will be imposed if unhygienic conditions are found in office canteen/guest house mess/guest house. 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 in guest houses 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 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.

14. Brand of Items:

- 14.1 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 per table of Brands & Quality of the Products** given in the **Annexure 'A' of the tender document**.
- 14.2 **Use of beef and pork and their serving is strictly prohibited, any requests for the serving of beef and pork items should be immediately brought to the notice of the committee.**
- 14.3 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.

15. 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 separate individual 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. The manager and waiter should wear uniform and identity card during entire duty hours.
- 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.**

16. Behavior 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.

17. 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.

18. 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.

19. Identity Cards:

All manager, 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.

20. 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.

21. 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 Houses. Penalty of Rs.1000/- will be imposed for any occupancy by outsiders in the premises.

22. Fine/Penalty:

Fine/Penalty will be imposed by CSIR-CBRI Authorities Director or any authorized officer) for breach of contract with respect to unhygienic conditions, 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. Penalty will be as follows:-

- At First instance- Rs.10000/-
- At Second instance- Rs.20000/-
- At Third instance- Rs.30000/-
- At Fourth instance- Termination of the contract and debarment for two years in CSIR.

23. 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.

24. Payments:

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.

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.

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.

25. Deductions:

In case the Contractor fails to execute/ perform the assigned services or a part thereof, CSIR-CBRI shall be authorized 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.

26. 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.1000/- 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 permanganate and neat cloths.
- e. The washbasins are as 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.

27. 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.

28. 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

29. (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 Smart 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 on line portal 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.
30. 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.
 31. 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.
 32. 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.
 33. 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.
 34. 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.
 35. Duty Charts shall be displayed properly at both the Guest Houses and Cafeteria at all times. It may be verified by authorized staff of CSIR-CBRI.
 36. 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.
 37. Maintenance of daily guest arrival and departure register, cash receipt book which will be issued by CSIR-CBRI for depositing daily room rent charges to CBRI, shall be maintained by the Agency and can be inspected by authorized representative of CSIR- 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, if any, 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-KEEPINGS 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. (up to 8.00 PM in urgent official event/meeting). 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 (2-4 hours).

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 like water, Electricity, Space for rest etc. are provided by CSIR-CBRI against lump sum charge of Rs. 10,000/- per month. Some of these are stated as below:

Water
Electricity
One room accommodation to staff for rest etc.

All other items including crockery (Good quality bone china and/or Opal ware crockery, neat and clean), cutlery, utensils etc. as required for running of Cafeteria, mess and Guest Houses 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.

Approved Menu

	Sr. No.	Item(s)	Quantity	Rates (Rates are inclusive of all taxes except GST)
	1	Tea(hot)	120 mL	To be quoted in BOQ
	2	Coffee(hot/cold)	120 mL	To be quoted in BOQ
	3	Milk	200 mL	To be quoted in BOQ
	4	Multigrain Cookies/biscuit/Monaco, krekjek, marie gold biscut	50 gm	To be quoted in BOQ
	5	Ragi Besan biscuit Cookies	50 gm	To be quoted in BOQ
	6	Jawar Nankhatai Cookies	50 gm	To be quoted in BOQ
	7	Baked Bajra-Besan til Namakparas*	50 gm	To be quoted in BOQ
	8	Multigrain Namakparas*	50 gm	To be quoted in BOQ
	9	Ragi-alsi Khakra*	50 gm	To be quoted in BOQ
	10	Cold drinks/lemon soda/packaged Juice/buttermilk/Chaach	200 mL	To be quoted in BOQ
	11	Lassi	200 ml	To be quoted in BOQ
	12	Nimbu Pani(fresh)	200 ml	To be quoted in BOQ
	13	Coconut Water(from fresh fruit)	One fruit	To be quoted in BOQ
	14	Boiled egg	One egg	To be quoted in BOQ
	15	Omelette	One egg	To be quoted in BOQ
	16	Half fried egg	One egg	To be quoted in BOQ
	17	Vegetable Upma	1 bowl and coconut chutney	To be quoted in BOQ
	18	Vegetable Rice flaxes Poha	1 bowl and green chutney/coconut chutney	To be quoted in BOQ
	19	Vegetable Vermiceli	1 bowl and tomato chutney	To be quoted in BOQ
	20	Pav Bhaji	2 Pcs pav + bhaji	To be quoted in BOQ

	21	Milk + Corn-flakes	Milk (200ml)+ Corn-flakes(50 gm)	To be quoted in BOQ
	22	Puri Bhaji	4 Pcs + Bhaji	To be quoted in BOQ
	23	Paratha Bhaji or Chole Bhature	2 Pcs + Bhaji	To be quoted in BOQ
	24	Aloo Paratha/Gobhi Paratha/Mooli Paratha (at least 7")	2 Pcs + Pickle/Curd	To be quoted in BOQ
	25	Veg Uttapam (at least 7")	2 Pc + sambar + Coconutchutney	To be quoted in BOQ
	26	Masala Dosa (at least 9")	1 Pc + sambar + Coconut chutney	To be quoted in BOQ
	27	Veg Idli or Medu Vada	2 Pcs + sambar + Coconutchutney	To be quoted in BOQ
	28	Vegetable Dalia	1 Bowl	To be quoted in BOQ
	29	Grilled Vegetable sandwich (grill/non)	2 slice bread with slices of carrot, potato, tomato,cucumber, and chutney	To be quoted in BOQ
	30	(on order) Bread Omelette/Vegetable omelette with multigrain toast	Double egg + 3 slices of bread	To be quoted in BOQ
	31	(on order)Bathua Paratha(in missi roti atta)/ (at least 7")	2 Pc+With curd	To be quoted in BOQ
	32	(on order) Paneer Paratha (in missi roti atta (at least 7")	2 Pc+With curd	To be quoted in BOQ
	33	(on order)Gobhi Paratha (in missi roti atta) (at least 7")	2 Pc+With curd	To be quoted in BOQ
	34	(on order)V. Keema Paratha (in missi roti atta)(at least 7")	2 Pc+With curd	To be quoted in BOQ
	35	(on order)Mixed Veg Paratha (in missi roti atta) (at least 7")	2 Pc+With curd	To be quoted in BOQ
	36	Bread butter	3 slices of bread + Butter +Jam	To be quoted in BOQ
	37	Samosa/Kachori	Per Piece	To be quoted in BOQ
Lunch/ Dinner	38	Veg-Thali (Limited)	Rice (250 gm) + Dal (60 gm) + Dry veg (60 gm) + Greavy Veg (60 gm) + Chapati (2 nos) + Papad +Pickle + Curd (40 gm) + Salad	To be quoted in BOQ
	39	Veg-Thali(Limited)	Rice(250 gm) + Chapati/Missi Roti# (2 nos) + Kadhi (60 gm) + Gajar Matar Dry veg (60 gm) (or any seasonal Vegetable) + Curd(40gm)/Onion Tomato Raita(40gm)+Salad	To be quoted in BOQ
	40	Veg-Thali(Limited)	Rice (250gm) + Methi wali Missi Roti# (2 nos) + Panchratana Dal (60 gm) + Mixed vegetable (60 gm) (or any seasonal Vegetable) + Curd(40gm)/Bathua Raita(40gm) + Salad.	To be quoted in BOQ

	41	Veg-Thali(Limited)	Rice (250gm) + Methi wali Missi Roti# (2 nos) + Channa/soyabean Curry(60 gm) + Palak mushroom/paneer/corn (60 gm)veg (or any seasonal Vegetable)+Curd(40 gm)/Ghiya Raita(40gm) +Salad	To be quoted in BOQ
	42	Veg-Thali(Limited)	Nutrella Veg Pulao(250gm)+ Makke ki Roti (2 nos)+Sarson Ka saag (60 gm)+Paneer Capsicum veg (60 gm) (or any seasonal Vegetable)+Curd(40 gm)/Kheera Raita(40gm) +Salad	To be quoted in BOQ
	43	Veg-Thali(Limited)	Paneer Bajra Pulao(250gm)+ Missi Roti# (2 nos)+Aloo wadi/Mangodi curry(60 gm)+Palak corn veg(60 gm)(or any seasonal Vegetable)+Curd(40 gm)/Bathua Raita(40gm) +Salad	To be quoted in BOQ
	44	Egg-Thali (Limited)	Rice (250 gm) + oneegg with curry + Dry veg (60 gm) or Greavy Veg (60 gm) + Chapati (2 nos) + Papad +Pickle + Salad	To be quoted in BOQ
	45	Chicken-Thali (Limited)	Rice (250 gm) + Chicken curry (2 small pcs or one sizable pc. with curry) + Dry veg (60 gm) or Greavy Veg (60 gm) + Chapati (2) +Papad +Pickle + Salad	To be quoted in BOQ
	46	Fried-rice/Biryani/pulav(Veg)	Veg-Fried rice or Veg Pulav with paneer/mushrooms (250gm) + Raita + Papad	To be quoted in BOQ
	47	Fried-rice/Biryani/pulav(Non-Veg)	Chicken-Fried rice or Chicken Biryani (250 gm) + Raita +Papad	To be quoted in BOQ
	48	Kadhi-Rice or Rajma-Rice	Kadhi (200gm)+Rice (250 gm) or Rajma (200gm)-Rice (250 gm)	To be quoted in BOQ
Extras on Thali	49	Only extra chapatti	One	To be quoted in BOQ
	50	Only extra dal/ rice/ sabji	One bowl	To be quoted in BOQ
	51	Egg curry with one egg	One bowl	To be quoted in BOQ
	52	Chicken curry	One bowl	To be quoted in BOQ
	53	Curd rice/ Dal Khichdi	One bowl	To be quoted in BOQ
	54	Egg Bhurji (Double)	One bowl	To be quoted in BOQ
	55	Green salad	Carrot + Onion + Tomatoes +Cucumber + Lime + green Chilies	To be quoted in BOQ
Evening Meal	56	Veg Sandwich (Multigrain Bread, Paneer and curd dressing)	2 slice bread with slices of carrot, potato, tomato,cucumber, and chutney	To be quoted in BOQ
	57	Steamed corns	1 Bowl	To be quoted in BOQ
	58	Fruit Chaat	1 Bowl	To be quoted in BOQ
	59	Chana dal-rava veg idli	2 pieces with Chutney	To be quoted in BOQ
	60	Baked Paneer Samosa*	1 piece	To be quoted in BOQ
	61	Paneer veg wrap(besan, wheat and ragi atta mix)	1 Piece	To be quoted in BOQ
	62	Tomato Chana Chaat	1 Bowl	To be quoted in BOQ
	63	Oats Veg Uttapam	1 Bowl with Chutney	To be quoted in BOQ

	64	Baked Beetroot Cutlet	1 piece	To be quoted in BOQ
	65	Veg Cutlet	1 Piece	To be quoted in BOQ
	66	Vegetable idli (Ragi and rawa) with Chutney	2 piece with Chutney	To be quoted in BOQ
	67	Sprout Chaat	1 Bowl	To be quoted in BOQ
	68	Rice-Ragi Dosa with Chutney	1 Pc + sambar + Coconut Chutney	To be quoted in BOQ
	69	Baked Onion Pakoras*	1 Piece	To be quoted in BOQ
	70	Paneer Sandwich (Multigrain Bread)	2 slice bread with slices of carrot, potato, tomato, cucumber, and chutney	To be quoted in BOQ
	71	Dahi Missal (without oil)	1 Bowl	To be quoted in BOQ
	72	Moong dal Palak Cheela with paneer stuffing	1 Pc + Chutney	To be quoted in BOQ
	73	Multigrain Thin Crust Pizza*	1 Piece	To be quoted in BOQ
	74	Paneer Kathi Roll	1 Piece	To be quoted in BOQ
	75	Khandvi	150 gm	To be quoted in BOQ
snacks / Starter	76	Fruit Chaat	1 Bowl	To be quoted in BOQ
	77	Bhel Puri	1 Bowl	To be quoted in BOQ
	78	Baked Matar Potli Samosa*	1 piece	To be quoted in BOQ
	79	Batata Vada	1 piece	To be quoted in BOQ
	80	Paneer Tikka/Veg. Kabab/Matar Potli	150 gm	To be quoted in BOQ
	81	Cheese Chilli/Shahi Paneer	150 gm	To be quoted in BOQ
	82	Seasonal Fruits	150 gm	To be quoted in BOQ
	83	Chicken Tikka	150 gm	To be quoted in BOQ
	84	Mutton Curry	150 gm	To be quoted in BOQ
	85	Mirchi Pakauda	2 pieces	To be quoted in BOQ
	86	Veg / mixed Pakauda	5 small pieces	To be quoted in BOQ
	87	Dhokla	150 gm	To be quoted in BOQ
	88	Patties	1 piece	To be quoted in BOQ
	89	Pastry	1 piece	To be quoted in BOQ
	90	Rasgolla/Malai-chap/Ras Malaie	1 piece	To be quoted in BOQ
	91	Til Besan Barfi in Jaggery Syrup	1 piece	To be quoted in BOQ
	92	Coconut Til Khoya Laddoo	1 piece	To be quoted in BOQ
	93	Khajoor nuts laddoo	1 piece	To be quoted in BOQ
	94	Baked Jaggery Rasgulla	1 piece	To be quoted in BOQ
	95	Gajar Barfi with Jaggery Syrup	1 piece	To be quoted in BOQ
	96	Balushai	1 piece	To be quoted in BOQ

- One Bowl = 200 ml
- The above prices are for the service in the canteen only.
- All packaged snacks are to be sold in MRP only.
- Lunch pre-booking shall be ensured by the contractor's staff to avoid shortage/wastage.
- The dinner Veg-Thali (Limited) shall be served as per above if at least 5 pre-booking will be received by 4:00 PM of the same day.
- #Automatic roti making machine can be used for preparation of rotis in mass and maintaining safety and hygiene during food preparation. Automatic roti making machine will be provided by Service provider.
- *Baking required Combi-Oven: a combi-oven is a three-in-one oven which allows you to cook with steam, hot air (convection) or a combination of both. This equipment supports in preparation of multiple snacks and meals in healthy and hygienic manner. Combi-Oven will be provided by Service provider.

Menu for Conference/Workshops/Meetings (Buffet type)

Sr No.	Items	Recommended Rate
1	Buffet type Working Lunch/dinner (Veg.): Rice + Dal + Dry veg + Greavy Veg + Chapati + Papad +Pickle + Curd +Salad	To be quoted in BOQ
2	Buffet type Working Lunch/dinner (Non-Veg.): Rice + Chicken curry or fish curry + Fish fry + Dry veg + Chapati +Papad +Pickle + Salad	To be quoted in BOQ
3	Special veg Lunch/dinner: Rice (or jeera rice) + Dal fry + Mix veg + Greavy Paneer (or Musroom) + Chapati (or puri) + Papad + Pickle + Curd + Salad + Gulab-Jamun (or custard orice cream)	To be quoted in BOQ
4	Special non-veg Lunch/dinner: Rice (or jeera rice) + Dal fry + Mix veg + Chicken (or Fish) + Chapati (or puri) + Papad +Pickle + Curd + Salad + Gulab-Jamun (or custard or ice cream)	To be quoted in BOQ
5	Executive Lunch/dinner: Soup + cutlet + Rice (or jeera rice) + Dal fry + Mix veg + Paneer (or mushroom) dry + Chicken gravy + Fish gravy + Chapati (or puri) + Papad + Pickle + Curd (or raita) + Salad + fruit cut + Gulab-Jamun (or custard or ice-cream)	To be quoted in BOQ

Sr. No	Items (Service during meetings)	Recommended Rate
1	Working Breakfast: Tea/Coffee and any one item of the day	To be quoted in BOQ
2	Special Breakfast: Tea/Coffee + any three items	To be quoted in BOQ
3	Executive Breakfast: Tea/Coffee + any five items	To be quoted in BOQ
4	High Tea: <ul style="list-style-type: none"> Tea/Black Tea/Lemon Tea/Green Tea/Coffee/BlackCoffee/Cold drink/Juice/MilkShake Salted Cashew Nuts / Salted pistachio nut Samosa/Batata vada/Onion Pakauda/Chilli Pakauda/Veg Pakauda/Paneer Pakuada/Pastry/Banana Chips/Potato Chips/Cheese Lings/Sandwich/Biscuit/ Veg Cake/Egg Cake/ Cup Cake/Cookie/Balushah/Malai chap/Pastry (any two items) 	To be quoted in BOQ

5	Official Tea/Coffee: <ul style="list-style-type: none"> Tea/Black Tea/Lemon Tea/Green Tea (any one) Coffee/Black coffee (any one) Biscuits (2 Pcs.): Cookies (4 Pcs.): Samosa/Batatavada/OnionPakauda/ChilliPakauda/Veg Pakauda (any one) Veg Cake/Egg Cake/Cup Cake (any one) 	To be quoted in BOQ

- The quoted rates of menu for Conference/Workshops/Meetings (Buffet Type) should be exclusive of tentage services . No extra payment towards this will be made.**
- Where items are with MRP they should sold at MRP rate only.
- The contractor is free to quote for any other item, rate to be approved by the committee.
- Rates for additional item/quality for special Lunch/Dinner may be negotiated with indenter and approved by Project Leader.
- The gravy of veg/non-veg and dal should be medium to thick not watery.
- The regular lunch/dinner quality shall be strictly monitored, if found any sub-standard quality served, fine will be imposed to the extent of cancellation of lunch/dinner cost.

Note:

- 1. Breakfast Items:-**Aloo Paratha/Methi Paratha/Onion Paratha/Panner Paratha/Poha/Upma/ Utappam/Poori-Bhaji/Paratha-Bhaji/Chole-Bhature/Corn-flakes with milk/BoiledEggs/Omelettes/Fruits.
- 2. Soup Items:-**Cream of veg Soup/ Tomato Soup/ Lemon Coriander Soup/ Sweet Corn Soup/ Veg Sour Soup/Spinach Soup/ Veg Manchow Soup.
- 3. Rice Items:-**Jeera Rice/Fried Rice/Lemon Rice/Coconut Rice/Pulav/Biryani.
- 4. Roti Items:-**Roti/Poori/Paratha/Pav/Bread.
- 5. Dal Items:-**Dal Tadka/Dal Fry/Dal Makhani/Dal Palak/Dal Panchratni
- 6. Paneer Items:-**Mutter Paneer/Paneer chilli/ Paneer butter Masala/Kadai Paneer/ Paneer Handi/Palak Paneer.
- 7. Veg Curry Items:-**Mix veg/veg palak/Corn Palak/Aloo Gobi Mutter/Kadai Mushroom/Bhindi Fry/Aloo Mutter/Chole-Aloo/Veg Manchurian/Gobi Manchurian/Chilli Mushroom/Potato fry
- 8. Chicken Items:-**Murg Masala/Chicken Chilli/Kadai Chicken/Chicken Butter Masala/Chicken Masala/Chicken xacuti/Pepper Chicken.
- 9. Sweets:-**Gulab Zamun/Kheer/Sevai/Ice Cream/Fruits custard/Fruits Salad.

Brands & Quality of the Products:

Sauce (Tomato/chilly)	Maggie/Kissan
Jam/Marmalade	Kissan/Tops/Kaytis
Canned juices	Tropicana/Real/Kaytis
Bread	Britannia/Bakeman's/Bonn
Refined oil	Nature Oil/Fortune Soya/Sundrop/Vital/Safola
Mustard Oil	P Mark / Kanodia/Nature Fresh
Butter or butter chiplets	Amul / Parag/Britania
Milk	Parag/Mother Dairy/DMS (Full cream)/Amul
Cornflakes & wheat puffs	Kellogg / Mohan's only

Pickle	Nafed/Bedakar/TOPS/Safal
Basmati rice	Dawat/ Lalquila or equivalent branded quality
Potato	Pahari of good quality
Atta/Maida/Besan	Ahar/Shakti Bhog/Annapurna/Rajdhani/Ashirwad
Biscuits	Britannia/Good Day/Marie/Monaco or any other as specified
Salt (Iodized)	Tata/Annapurna/Captain cook
Tea (Bags/sachet)	Taj Mahal/Tata/Nestle/ Red Lable
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/Wadilal
Meat Products	Fresh good quality

Housekeeping Rates

B-1. Providing required number of trained Skilled, Semi-Skilled and Un-skilled persons for managing House Keeping, mess services, General Maintenance and day to day room service and Cleaning of Two Guest Houses (Comprising 37 rooms, corridors reception, dining hall, mess) & Cafeteria.		
<u>04 Skilled</u> <u>08 Semi-Skilled</u> <u>&</u> <u>4 Unskilled</u>		
Minimum wages 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 04 receptionist (skilled) 8 attendants (Semi-Skilled) and 4 safaiwalla (Unskilled) shall be deployed in shifts as per next table placed below. • 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. • <u>The quoted service charges should not be less than 3.85% as minimum service charges prescribe by the Government of India.</u> 		
B-2.	Maintenance charges per Room:	
	Maintenance charges per room (Swarn Jayanti and CV Raman guest houses) *Approximately 37 Rooms *Services will include washing curtains, blankets, 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.

Sl. No.	Work/Role of the Labour	Category of the Labour	Total No. of Labour in a day (A+B+C)	Shift Time		
				Morning Shift (A)	Evening Shift (B)	Night Shift (C)
1	Receptionist	Skilled	04	2	2	-
2	Attendant	Semi-Skilled	08	02+01	02+01	01+01
3	Safaiwalla	Unskilled	04	01+01 (day Shift)	01+01	-
			Total-16 (07+07+02)	07	07	02

- Above mentioned manpower will be subject to the requirement if increased or decreased, as to be notified by CSIR-CBRI authority.

III

- Rs. 10,000/- as License Fees will be charged from the contractor for using the facilities like water, electricity, one room accommodation to staff for rest etc. 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 CSIR-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 /uniwrap food wrapping paper 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.

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 exempted from *EMD/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

*Please strike out which ever not applicable.

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/ Owner / Partner along with Address/Ph. No. / Email / fax No	:	
2.	License of FSSAI (upload a copy of the same)	:	
3.	Registration No. of the Firm under Shop & Establishment Act (upload a copy of registration)	:	
4.	PAN no. (upload a copy of the same)	:	
5.	GST No. (upload a copy of the same)	:	
6.	No. of Manpower on Roll of the firm (enclose the copy of EPF-ECR as a proof)	:	
7.	Receipt of Rs.1,14,000/- EMD deposited in CBRI Account or exemption certificate (upload the copy)	:	
8.	Copies of performance experience certificates (minimum three years during 2020-21, 2021-22, 2022-2023, 2023-24, 2024-25) of similar worked in Central Govt./State Govt./ PSU's/ Autonomous Bodies/Corporate . Please attach and upload (a) work orders (b) Satisfactory performance certificates along with Annexure G)	:	
9.	Contract Labour License issued by Labour Commissioner State/Central(upload the copy)	:	
10.	Labour Identification No.-LIN allocated by Shram suvidha Portal of Ministry of Labour and Employment .(upload the copy)	:	
11.	Registration with EPF (upload the copy of the same)	:	
12.	Registration with ESIC (upload the copy of the same)	:	
13.	Copies of Income Tax returns of last 03 years during 2020-21, 2021-22, 2022-2023, 2023-24, 2024-25). (upload the copies of the same)	:	
14.	Affidavit in format given at Annexure-I on Non-Judicial Stamp paper of Rs. 100/- regarding non default/no statutory dues and liabilities/no blacklisting/debarment/no criminal case etc.(upload the copy of the same)	:	
15.	Proof of Annual turnover minimum Rs. 57,000,00 /-(Rs. fifty seven lakh only) per annum for last 03 years during year 2020-21, 2021-22, 2022-2023, 2023-24, 2024-25). (enclose Turnover certificate issued by CA under seal bearing his license/membership no.).	:	
16.	Copy of audited Balance Sheet for the last 03 years during year during year 2020-21, 2021-22, 2022-2023, 2023-24, 2024-25). (upload the copies of the same)	:	
17.	Compliance Report in Annexure-C	:	

TENDERER'S SIGNATURE WITH OFFICIAL SEAL/STAMP

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. (d) of Precautions while filling the Tender 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

Performance Experience Details

Details of Experience of providing catering & Housekeeping Services in last years

[illegible]

- Use a separate piece of paper if necessary
- Please attach copies of work orders and completion certificates as proof

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, 2025 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.2,85,000/-** 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. CSIR-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.

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

- 1.
- 2.

WITNESS

- 1.
- 2.

.....

Affidavit (Undertaking)

(To be furnished on Non-Judicial Stamp paper of Rs. 100/-)

We/I Proprietor/Partner(s)/Director(s) of M/s.....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 in the past by any Govt. Department/CSIR.
- d) There is no criminal case pending against the firm in any Court of Law or quasi-judicial body.
- 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

Attested

(Notary)