

**Tender No. IIP/GH-TRG/GEN/2019**

**Dated : 29<sup>th</sup> November 2019**

**CSIR-INDIAN INSTITUTE OF PETROLEUM  
(Council of Scientific & Industrial Research)**

**P.O. IIP, Mohkampur**

**Dehradun – 248 005**

## **Tender Document**

*for*

**Comprehensive Job Contract for Hospitality Service of Guest House and  
Training Centre including Housekeeping, Catering and overall  
management of CSIR-IIP Guest House & Training Centre**

*at*

**CSIR-Indian Institute of Petroleum,  
Dehradun – 248 005**

**Notice Inviting e-Tender**

E-tenders under Two Bid System (Technical Bid and Price Bid) are invited from registered and experienced Contractors possessing valid registration and license under the relevant statutes including the ESI Act 1948 and EPF Act 1952, for providing Catering & Housekeeping Services and who have executed hospitality services satisfactorily during the last three years either in CSIR or Central/ State Government Departments/ Public Sector Undertakings/ Scheduled banks/Insurance Companies/ Large Industrial/Educational Campuses/ private organizations for the following Comprehensive Job contract at CSIR-Indian Institute of Petroleum, Dehradun. For complete tender details please visit CSIR-IIP website [www.iip.res.in](http://www.iip.res.in) or Central Public Procurement (CPP) Portal <https://etenders.gov.in/eprocure/app>

SNo.	Name of Work	Estimated Value	Earnest Money Deposit (EMD)	Duration
1	Comprehensive Job Contract for Hospitality Service of Guest House and Training Centre including housekeeping, catering and overall management of CSIR-IIP Guest House and Training Centre, IIP Mohkampur, Dehradun – 248 005	2 Crore	2,00,000/-  (Two Lakh only)	TWO YEAR  (initially for a period of two year, extendable for a period of one year on mutual acceptance)

1. The Contractor should have executed at least one work of hospitality services (includes services mentioned in Para 2.1,2.2,2.3 of scope of work i.e. Annexure A) of annual value of 80% of the estimated cost or two works of hospitality services of annual value of 50% of the estimated cost or three works of hospitality services of annual value of 40% of the estimated cost each during last three years in major institutions *like Scheduled Banks / Insurance Companies/ Central or State Government Departments/ Public Sector Undertakings/ CSIR Labs./Large Industrial/Educational Campuses. (60% of the work must be for Catering).*

**2. Bidder must have the experience for catering of minimum 70 persons per day**

EMD of Rs. 2,00,000/- (Rupees Two Lakh only) [which will be refunded to the unsuccessful tenderers] by way of Demand draft/ pay order from a nationalized / scheduled bank drawn in favour of CSIR-IIP, Dehradun or online transfer in the name of **Director, CSIR-IIP, A/c No. 30266912400, IFSC No.SBIN0002359, SBI, IIP Branch, Mohakampur, Dehradun** superscribing the Name of work and Tender Opening date on the envelope, should reach the Controller of Administration, CSIR-IIP, Mohkampur, Dehradun – 248 005 latest **by 3:00 p.m. on 19<sup>th</sup> December, 2019**. Appropriate and valid exemption certificate issued by MSME (Micro, Small & Medium Enterprises) will be accepted in lieu of EMD. Tenders submitted without EMD/MSME exemption certificate and incomplete tenders will be summarily rejected. Only online bid will be accepted. If any Holiday is declared on the above date the action will be taken on next working day.

The bid should be submitted in the e-procurement portal at <https://www.etenders.gov.in> only. No manual bids will be accepted.

CSIR-Indian Institute of Petroleum, Dehradun may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on CSIR-IIP website [www.iip.res.in](http://www.iip.res.in) or <https://www.etenders.gov.in> ***in advance before the expiry of date for opening*** of tender. The bidders must visit the website and ensure that such addendum(s)/ corrigendum(s) (if any) is also downloaded by them. Such addendum(s)/corrigendum(s), if any, is also to be submitted, duly stamped and signed along with the submission of the tenders. Any tender submitted without the addendum(s)/corrigendum(s), if any, is liable to be rejected.

It may be noted that if any information furnished by the contractor is found to be incorrect at a later stage, s/he shall be liable to be debarred from tendering.

The Director, CSIR-Indian Institute of Petroleum, Dehradun reserves the right to accept or reject any or all the tenders without assigning any reason thereof and his decision shall be final and binding.

**Controller of Administration**

**TENDER NOTICE NO.: Guest House/ Training Centre/ Gen/2019**

**(TWO BID TENDER)**

**Schedule for Submission and Opening of Online Bids:**

<b>Submission of Bids</b>	<b>Due Date &amp; Time</b>
A) Technical Bid  B) Price Bid	19 <sup>th</sup> December, 2019 by 3:00 p.m.
Opening of Technical Bid	20 <sup>th</sup> December, 2019 at 3:00 p.m.
Opening of Price Bid	Date of Price Bid opening will be intimated for the technically successful bidders.

## 2.0 Scope of Work (24X7):

### 2.1 Front Office Management:

The following are the activities required to be carried out at Guest House/ Training Centre of CSIR-IIP:

1. To manage the reception and lobby area round the clock.
2. To reserve rooms, maintain reservation register as per directions of the officer in charge or authorized representative.
3. To arrange registration on Check-in of guests, instruct the room boy to carry luggage and escort the guests to the room and maintain a record of list of occupants on daily basis with remarks, if any.
4. To arrange Inspection of cleanliness of rooms, condition of linen items, working of all electrical installations, clocks and other amenities provided in the room.
5. To attend telephone calls, taking down messages and if necessary, transferring / forwarding of calls as per requirement.
6. To prepare room rent bills on Check-out, verification of room accessories & amenities, collection of room rent (the room tariff from time to time will be intimated) and the Room Rent collected has to be deposited on daily basis in the Bank through the Officer In-charge.
7. To prepare food-bill for food items sold/provided to the room guests at the time of check-out.
8. To provide any information sought by Officer In-charge with regard to any work related to Guest House/ Training Centre.

### 2.2 House keeping and Linen management

#### 1. Guest House :

- Reception, Kitchen, Dining halls and toilet area : **400 sqm**
- Single Suites with toilets (20 nos.), Double Suites with toilet (20 nos.), VIP with toilet (3 nos) and G/F & F/F corridor area : **4300 sqm**

#### 2. Training Centre :

- All the rooms including VIP room with toilet (4 nos), single room with toilet (33 nos.), Lecture room (5 nos.), kitchen with dining hall, syndicate room, game room and incharge room with GF/ & F/F corridor/ open area approx. **6000 sqm**

- i) The entire premises to be cleaned and maintained daily with good quality cleaning materials as per Annexure 'D'.
  - ii) Room amenities like bath soap, liquid hand wash, towels, paper roll, mosquito repellent liquid to be provided by the contractor for the use of guests who are occupying the rooms.
  - iii) Proper and efficient cleaning of entire floors, walls, Toilets, Urinals and Wash Basins available in Guest House, Dining Hall and Ladies' Hostel premises by sweeping & swabbing with swabbers drenched with floor cleaner of approved make diluted in water, proper cleaning agents to be used for sanitary fittings.
  - iv) Dusting and cleaning of furniture, doors, windows, grills, electrical fittings & fixtures, etc.
  - v) Periodical removal of cobwebs.
  - vi) Sweeping and cleaning of Guest House surrounding area in order to keep litter free.
  - vii) The dust bins provided in the Guest rooms, Common area and Dining Hall shall contain disposable bags for regular clearing / disposal at a designated area.
  - viii) The terrace of dining hall, guest house building and reception building once in 7 days.
- 2) Maintain adequate number of clean, hygienic and ironed linen sets for replacement purpose.
  - 3) Laundering of linen items every time as & when the linen items are replaced.
  - 4) Mild detergent shall be used for laundering and hard stains shall be removed absolutely. No such stained linen shall be provided for guests.

### **2.3 Food Preparation and service:**

- 1) The rate of food items include cost of raw materials, drinking water, cost towards washing of table linen, solid fuel for keeping food warm in chafing dish on buffet counters and refilling of gas.
- 2) The contractor shall bring in items such as billing machines & stationery and other accessories as required by him for maintaining his office.
- 3) The contractor is responsible for purchase, transport and storage of adequate quantity of raw materials in a neat and tidy environment in the space identified for this purpose.
- 4) The contractor shall procure and use only packed sealed spices, condiments, pickles, permitted food colours with AGMARK/FPO/BIS for preparation of food items as mentioned in Annexure- C.
- 5) Fresh Vegetables / Fruits of good quality should be tendered from market on day to day basis preferably from reputed suppliers. Milk and milk products such as curd, yoghurt, cheese etc. shall be of good quality and should be procured / prepared and served fresh. Packed items / ready to consume items shall be of standard quality from renowned manufactures and not to exceed the expiry period.
- 6) For official service for providing Snacks, Hot & Cold beverages, Lunch, Dinner menu will be intimated in advance from time to time as per requirement on requisition.
- 7) The competent authority/his representatives reserves the right to inspect / verify / taste / measure the raw materials /food / beverages served / being served in the Guest House. If any such items are found to be of sub standard / unsatisfactory he is empowered to reject such items and these shall not be served / sold. No compensation will be given in this regard.

- 8) In case the contractor would like to introduce any new menu / food items which have not been listed in the enclosed -B, the same shall be after the consent of the competent authority.
- 9) The Management reserves the right to discontinue the sale of any particular menu item or any particular variety for a period as deemed fit.
- 10) Food will be required at extended counters within office premises as required and specified by Guest House In-Charge from time to time. Necessary shifting of furniture and food would be carried out by the contractor. Whenever required, the contractor shall transport prepared food items from Guest House/Training Centre and arrange the service at the extended location.
- 11) If the contractor likes to introduce new arrangements on his own for better services, it may be permitted with the consent of Director's Nominee or Committee Member on written request of contractor.
- 12) Food wastes should not be dumped in to the drains and the drain strainers should be permanently fixed and never be removed.
- 13) Leftover food and food wastes should be disposed in the designated / identified place.
- 14) The rate of food items sold on daily basis shall be displayed in the identified area along with rate and weight.
- 15) Any mishap due to food poisoning / contamination the contractor will be held fully responsible and s/he will bear the cost of all expenses due to the same.
- 16) Official catering requirements on short notice would be required to be prepared and served. The contractor will be required to store adequate stock of raw materials or arrange for raw materials on quick notice for such exigencies.
- 17) Cleaning and washing of the kitchen utensils, cutlery, crockery, glassware and other items related to the food preparation and service with good quality cleaning materials.

## **2.4 Manpower Deployment**

The contractor shall engage adequate number of appropriate, trained manpower as follows at his own cost and effectively utilize them for executing each categorized work on round the clock shift basis / as per requirement and as advised by Director/Director's Nominees:

### **(A) Supervisor (Overall management of Guest House & catering):**

Shall be graduate/ Diploma in Hotel Management/ Hospitality, having five years experience in the respective field-

(i) Shall manage the day-to-day functioning of the Guest House & Training Centre, Kitchen and Dining Hall by ensuring proper upkeep and maintenance.

(ii) Shall be capable of guiding subordinates and execute jobs.

(iii) Shall ensure personal hygiene of all workers under the contract, clean living atmosphere, allocation of duty to subordinates and quantity, quality and hygiene of food served.

(iv) Shall register complaints and attend to regular work which includes

(a) Inspecting rooms, public areas,

(b) Inventory management of linen, fixed assets, cutlery, crockery, glassware and all other items provided by CSIR-IIP.

(v) Shall be available during visit of VIPs and special occasions.

(vi) Shall organize official buffet / banquet arrangements.

(vii) Shall register complaints regarding civil and electrical maintenance and follow up and any other related work as assigned by Authority.

### **(B) Receptionists: (6.00 a.m. to 2.00 p.m) (2.00 p.m. to 10.00 p.m)**

Shall be well dressed and well behaved and capable of dealing with VIPs and shall converse fluently in Hindi/English. Graduates with knowledge to operate MS office and telephone etiquette are essential.

### **(C) Night Duty Clerk: (10.00 p.m. to 6.00 a.m)**

Shall be well dressed and well behaved and capable of dealing with VIPs and shall converse fluently in Hindi/English. Graduates with knowledge to operate MS office and telephone etiquette are essential.

### **(D) Room Boys: (6.00 a.m to 2.00 p.m) (2.00 p.m to 10.00 p.m)**

Shall assist guests by carrying luggage & escorting them to the rooms and assist in the upkeep and maintenance of rooms, reception, lobby and common areas and the official work as assigned by the In-charge.

### **(E) Housekeeping workers: (6.00 a.m to 2.00 p.m) (2.00p.m to 10.00 p.m) or as per requirement**

Shall be polite with knowledge of Housekeeping such as (i) Bed Making, (ii) Sweeping, cleaning & mopping of rooms, toilets and common areas in and around Guest House.



**(F) Cooks : (6.00 a.m to 2.00 p.m) (2.00 p.m to 10.00 p.m) or as per requirement**

Shall be skilled in preparation of South Indian, North Indian, Chinese, Continental as mentioned in the course of Menu as per Annexure B. *Shall have Diploma / Certificate Course in Catering / Food and Beverage production from appropriate and recognised institutions or five years experience duly supported by documents / experience certificates from reputed Hotels / Caterers.*

**(G) Kitchen Helper (As per requirement):**

Shall have knowledge and experience of (i) cleaning and cutting of vegetables in a hygienic way and (ii) preparation of tea, coffee, poori, chapatti, sandwiches and snacks.

**(H) Bearers: (6.00 a.m to 2.00 p.m) (2.00 p.m to 10.00 p.m.) or as per requirement:**

Shall be conversant with all type of services and well disciplined while serving food to VIPs, VVIPs, Foreign delegates etc. and having good personality, behaviour and soft spoken. Adequate knowledge of basic Hindi, English is essential.

**(I) Utility Workers : (6.00 a.m to 2.00 p.m) (2.00p.m to 10.00 p.m) or as per requirement:**

Shall do washing of utensils, cutlery, crockery and glassware in a hygienic way and sterilizing cutlery, crockery and glass ware. Cleaning of kitchen and dining halls.

**Proposed set of Uniforms (Good Quality) for deployed Staff**

*(To be arranged and provided by the Contractor)*

1. **Manager / Supervisor / Front Desk Assistant:** Sky Blue shirt + Dark Black pant
2. **Service Boys (Dining Hall & Canteen):** White shirt + Dark Black pant & Cap (White)
3. **Chef – Chef's Pant & Coat, Apron & Cap (White)**
4. **Housekeeping Staff - Red T-Shirt, Dark Black Pant & Cap (Red)**
5. **Cleaning Staff:** Dark Grey uniform.
6. **Name Badges for all deployed staff.**

**NB:**

1. **Black shoes for all uniformed staff.**
2. **Name plate to be provided along with Photo Identity Cards (duly verified by CSIR-IIP official).**
3. **Clean and smart outfit along with regular shaving for all the staff.**

**Comprehensive Job Contract for Hospitality Service of Guest House and Training Centre including Housekeeping, Catering and overall management of CSIR-IIP Guest House & Training Centre at CSIR-IIP, Mohkampur, Dehradun- 248 005**

**General Terms and Conditions**

1. Online tenders under Two Bid System (Technical Bid and Price Bid) are invited from registered and experienced contractors who have executed the work of hospitality services satisfactorily during the last three years either in CSIR or in Government Departments/ Public Sectors Undertakings organizations with annual value of 80% of the estimated cost or two works of hospitality services of annual value of 50% of the estimated cost or three works of hospitality services of annual value of 40% of the estimated cost each during last three years in major institutions *like Scheduled Banks / Insurance Companies/ Central or State Government Departments/ Public Sector Undertakings/ CSIR Labs./Large Industrial/Educational Campuses. (60% of the work must be for Catering)*. Either the Registered Office or one of the Branch Office's of the bidder should be located in Dehradun. The correspondence will be done through local office only.
2. The prospective tenderers may satisfy themselves about the requirements by visiting the Guest House/Training Centre of CSIR-IIP, Mohkampur, Dehradun on any working day (Monday to Friday) between 10.00 am and 4.00 pm before submitting their tender.
3. The Bids should be submitted in 'Technical Bid' and 'Price Bid' and should be submitted in the e-procurement portal at <https://www.etenders.gov.in> only. No manual bids will be accepted. The cover containing the EMD/MSME exemption certificate shall be put in a Single Cover duly superscribed with tender number and due date and addressed to "The Director, CSIR-IIP, Dehradun – 248 005" must reach the office of the Controller of Administration, CSIR-IIP, Dehradun as per the schedule.
4. Tender shall remain valid for 90 days from the date of opening for the purpose of acceptance and award of work. Validity beyond 90 days from the date of opening shall be by mutual consent
5. An EMD of Rs.2,00,000/- (Rupees Two Lakh only) in the form of Demand Draft or Banker's Cheque drawn in favour of "Director, CSIR-IIP, Dehradun – 248005" or pay order from a nationalized / scheduled bank drawn in favour of CSIR-IIP, Dehradun or online transfer in the name of **Director, CSIR-IIP, A/c No. 30266912400, IFSC No.SBIN0002359, SBI, IIP Branch, Mohakampur, Dehradun** should be submitted. Appropriate and valid exemption certificate issued by MSME (Micro, Small and Medium Enterprises) exemption certificate will be accepted in lieu of EMD. Tenders without EMD/MSME exemption certificate shall be rejected summarily. Copy of the DD or transaction may be uploaded along with the Bids in e-procurement portal.
6. On award of the contract, the contractor will be required to deposit an amount equivalent to 10% of the annual value of contract (adjusting the EMD) as Security Deposit in the form of Bank Guarantee/ Demand Drat/Fixed Deposit Receipts (conditions apply) in favour of the Director, CSIR-IIP, Dehradun against loss/damage/unpaid wages, EPF subscription, bonus etc., to the workers of the contractor and for penalties for deficiency in service levied by CSIR-IIP, Dehradun. Validity of the security deposit must be at least for six months beyond the tenure of the contract.
7. The contractor will execute an agreement on a non-judicial stamp paper worth of Rs.100/- (Rupees One Hundred only) in the prescribed format enclosed to abide by the terms and conditions of the contract before the commencement of the contract.
8. EMD will be liable to be forfeited if the Contractor selected for the work fails to sign the formal agreement or fails to start the work on the date stipulated in the award letter. The contractor is expected to execute the

required agreement, pay the security deposit and commence the work within five working days of issue of work order or as intimated by CSIR-IIP.

9. The security deposit will be refundable on expiry/termination of the contract period subject to payment of all dues including bonus etc. to the workers by the contractor. Any loss/damage caused to CSIR-IIP, Dehradun property during the currency of agreement would be recovered from the security deposit.

10. Period of contract is for TWO YEAR [Initially for a period of two year, extendable for one year on mutual acceptance].

11. The contractor shall have/ obtain necessary license under the Contract Labour (Regulation & Abolition) Act, 1970 issued by the competent authority. Also the Contractor shall have obligatory Registration Certificate for running the catering and house keeping service.

12. The tenderers should have EPF, ESI, FSSAI and GST Registration/Code numbers and enclose proof of the same duly indicating the PAN for Income Tax purpose.

13. The tenderers shall furnish a list of their clients for whom they have been executing hospitality services.

14. The workers deployed by the Contractor shall be the employees of the Contractor and in no case shall a relationship of employee and employer between the said persons and the CSIR accrue implicitly or explicitly.

15. The workers to be deployed shall possess good physique. No person below 18 years of age shall be deployed. They should be well disciplined, polite with good behaviour. The workers should be most reliable, trust worthy, alert and efficient. The contractor would be liable to provide periodic health check-up in every six months for the workers deployed.

16. The contractor shall provide good quality uniforms including working shoes/chappals to his workers as approved by the authority (for both males and females) while on duty. The uniform shall be appropriate in respect to the nature of work assigned to them. Sufficient number of uniforms will have to be provided so that the worker is always with neat and tidy uniform.

17. The Contractor shall communicate to the CSIR-IIP the name, parentage, residential address, age, etc of each of the worker deployed by him with a Passport size photograph affixed against the name of each person.

18. For the purpose of proper identification of the worker of the Contractor, contractor will issue identity cards / identification documents and the said worker shall be duty bound to display them at the time of duty.

19. The Director, CSIR-IIP or any officers authorised by him shall be at liberty to carry out surprise checks on the workers so deployed by the Contractor in order to ensure that required number of workers are deployed and that they are doing their duties.

20. The workers of the Contractor shall be subjected to the security checks and restrictions of the CSIR-IIP. No worker deployed by the contractor should smoke, chew paan / Gutka or consume Liquor or be found in an inebriated state within the Campus. Non-compliance may lead to suitable penalty/termination of contract.

21. The Contractor shall be responsible for fulfilling all his obligations towards the persons deployed under various Laws, namely, (i) Minimum Wages Act, (ii) Contract Labour (Regulation & Abolition) Act, 1970. (iii) Bonus Act (iv) Shops and Establishment Act (v) Maternity Benefit Act.

22. The contractor shall on demand furnish wage register / copies of challans of EPF/ESI remitted in respect of workers engaged for CSIR-IIP for verification.

23. Payment Conditions (a) The contractor will submit the monthly bills (in printed forms) duly signed and pre-receipted for payment, in duplicate, after satisfactory completion of the work and payment to the workers. (b) The office will deduct income tax and other statutory levies as applicable from time to time from the bills of the contractor. (c) In case, any lapse in the work is noticed, it will result in penal deduction from the bills / security deposit of the contractor at 10% of the monthly bill value or higher value whichever is more as decided by the Director, CSIR-IIP in addition to deduction of minimum wages towards short supply of manpower. Penalties will also be levied for deficiency of services .

24. The contractor would be liable for legal action if s/he or his workers directly or indirectly involved in any theft or pilferage. S/he shall be liable for losses due to theft or otherwise which are manifestly due to his conduct and such loss shall be made good by the contractor.

25. In case any of the workers deployed by the Contractor does not come up to the mark or does not perform his duties properly, or indulges in any unlawful acts or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such worker on the report of the CSIR-IIP in this respect. The Contractor shall replace within 48 hours the particular worker so deployed on demand of the Director of the CSIR-IIP in case of any of the aforesaid acts on the part of the worker concerned.

26. CSIR-IIP, Dehradun, is not responsible for any disability or casualty incurred by the workers employed by the contractor for doing the work for the contractor. The contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR-IIP. It is the responsibility of the contractor to comply with the statutory requirements of safety and compensation.

27. Any compensation claim for injury/accident to the contractor or his worker while engaged in the work will be his own responsibility. The contractor should indemnify the CSIR-IIP against all claims arising out of action under the Employees State Insurance Act or the Workmen's Compensation Act or Criminal Law in force in so far as they relate to him or claims arising out of such employment.

28. The contractor shall arrange to maintain a register for day-to-day upkeep/ cleaning of Guest House rooms, common area, dining hall, etc. giving details of cleaning as covered under the scope of the contract which shall be certified by the Director/Director's Nominees.

## **29. Indemnification**

a) The contractor shall be liable to pay compensation for any loss and damages caused to the property of the CSIR-IIP or its staff members/students/visitors by the contractor or his workers.

b) The Contractor shall keep the CSIR-IIP indemnified against all claims whatsoever in respect of the workers deployed by him. In case any worker of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the sole responsibility of the Contractor to contest the same. In case CSIR-IIP is made party and is supposed to contest the case, the Contractor shall reimburse to CSIR-IIP the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Contractor to CSIR-IIP on demand. The Contractor shall ensure that no financial or other liability comes on CSIR-IIP in this respect of any nature whatsoever and shall keep CSIR indemnified in this respect.

c) CSIR-IIP shall have the right to adjust and or deduct the amount as aforesaid from the payments to the contractor.

30. All materials (Branded) required for the work (House keeping only) shall be provided by contractor himself as per Annexure 'D'.

31. The contractor shall not lease or sub lease the whole or any part of the contract to anybody without the prior permission of the Director, CSIR-IIP.

32. The CSIR-IIP will not charge any amount from the contractor for water and/or electricity supplied.

**33. Cancellation of contract:** (i) The contract may be terminated at any time by CSIR-IIP by giving one month's notice without assigning any reasons (or) 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-IIP

- for committing breach by the contractor of any of the terms & conditions of this agreement
- on assigning the contract or any part thereof or any benefit or interest therein or thereunder by the Contractor to any third person or sub-letting whole or part of the contract to any third person.
- If continuation of the contract is not in public interest.

c) On contractor being declared insolvent by competent Court of law.

(ii) 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.

(iii) It shall be the duty of the Contractor to remove all the workers deployed by him on termination of the contract on any ground whatsoever and ensure that no person create any disruption / hindrance / problem of any nature to CSIR-IIP, Dehradun.

34. Breach of terms and conditions of the contract/agreement by the contractor will entail forfeiture of the Security Deposit/enforcement of Bank Guarantee.

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

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

The Arbitrator may give interim award(s) and /or directions, as may be required. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

36. Canvassing, in connection with the tender is strictly prohibited and the tender of anyone resorting to canvassing shall be liable for rejection on that ground alone.

37. The Director, CSIR-IIP, Dehradun reserves the right to accept in full or in part or reject any tender without assigning any reason and his decision in this regard will be final and binding.

## SPECIAL CONDITIONS OF THE CONTRACT

1) The details of official catering requirements shall be intimated by the Director/ Director's Nominees on receipt of the same in the form of requisition slip duly signed by the Indenting Officer. The official catering requirements (Breakfast, Lunch & Dinner) shall be arranged/provided in Buffet service. The name of the food items should be displayed and tables decorated with clean table linen.

2) Breakfast, lunch and dinner menu should be different for each day.

3) All notices, communications, reference and complaints made by CSIR-IIP or its representative or the contractor concerning the works shall be in writing and notice, communication, reference or complaint not in writing shall not be given cognizance.

4) The Service in Dining halls are at specific times and the contractor shall provide service in the Dining halls at scheduled timings as specified in this document or by Director/Director's Nominees from time to time. Whenever there is any requirement of extending the time for dinner /lunch for Trainees / Guest faculty, IIP representative will inform.

5) The items shall be served afresh according to the quantity, quality and rates as prescribed in this document.

6) For the purpose of the Guest House management the contractor shall engage sufficient number of workers who shall be of good health, good personal hygiene, good character, well behaved, obedient and skillful in their work. The contractor shall ensure that they observe cleanliness and are properly dressed in clean uniform for rendering efficient service. Contractor shall at all times keep and make available sufficient number of employees including stand by.

7) The contractor shall get the antecedents of his personnel verified by appropriate authority / himself and the verification reports to be made available to CSIR-IIP.

i. No worker should be allowed to stay in premises beyond the working hours, especially at night.

ii. No accommodation / transport facility etc. shall be provided by CSIR-IIP in any circumstances.

8) **Recovery for loss and damages:** In the event of rescission of contract, CSIR-IIP will quickly assess the cost of any damage or loss of any equipments / furniture / materials in Guest House due to Contractor. The amount as decided by CSIR-IIP Authority will be deducted from the contractor's dues or paid by the contractor. Decision of CSIR-IIP Authority in this regard will be final and binding on contractor.

### 9) **Damage to the premises, fittings and fixtures**

The contractor shall be responsible for safety of the Dining Hall/ Kitchen / Rooms etc. during the course of work or to the fittings, fixtures, or other equipment. When such damage is in the opinion of CSIR-IIP; caused due to negligence or carelessness or any fault on contractor's part or that of his employees, the contractor shall be liable to pay to the CSIR-IIP such amount in respect of such damage as may be assessed by the CSIR-IIP. CSIR-IIP will have the right to deduct such amounts from the contractor's bills duly informing the contractor about it.

10) **Billing:** -For official Breakfast, Lunch, Dinner and Refreshments, the Bill will be raised by the contractor and submitted once in 15 days. The food items in CSIR-IIP Guest House shall be sold on cash basis. Credit facility is available only for official orders. Amount quoted will not be changed throughout the contract period including further extensions, if any.

## 11) Precautions

- i. All food grains should be cleaned and washed before issuing.
- ii. All vegetables and fruits should be washed before cutting and chopping.
- iii. All the chopped vegetables should be kept covered.
- iv. All cooked and uncooked food should be kept covered.
- v. All the refrigerators should be thoroughly cleaned once a fortnight with soap & warm water and then with sanitizer.
- vi. No opened tins should be kept in refrigerator as it is likely to cause food poisoning.
- vii. No left-over or previous day food should be served.
- viii. Preparation of gravy in one or more days in advance is not allowed.
- ix. Garbage bins should be cleaned twice a day. The waste food is required to be disposed off at proper place without any spillage in the adjoining area. Food or waste from the vegetables and fruits or any other material, is to be disposed off promptly in CSIR-IIP designated area outside the Guest House.
- x. The Institute is Eco-campus, plastic and thermocol disposable are not allowed. If in any case, the necessity of use of disposable, please use only biodegradable disposable items.**

## 12) Maintenance of cutlery and crockery :

- i) The Contractor shall be responsible for proper maintenance of cutlery, crockery and glassware.
- ii) The cleaning of crockery in the guest rooms and replacing of drinking water should be done daily and as and when required.
- iii) All these activities would normally be done in the morning hours when the guests would have left for work and would be completed before the lunch time

**13) Infrastructure and facilities:** On taking over the contract, the Contractor shall take stock of all inventories such as equipment, utensils, cutlery, crockery, glassware, etc. in the Guest House for day-to-day food preparation and service.

- i. **Electric Equipment** – The Dining Hall is fitted with lights, fans, Air conditioner, exhaust system and Insect Catchers, which should be operated by contractor as per requirement.
- ii. **Power Supply** - Charges for electricity consumed for Kitchen and lights, fans, coolers, ACs, etc. in common area / seating area in Guest House shall be borne by CSIR-IIP. The contractor shall take proper care to ensure that lights, fans, water cooler, ACs etc. are used with due economy and are switched off whenever not required or used only to the minimum extent necessary, so as to avoid wasteful consumption of electricity.
- iii. **Water Supply** - Supply of water for day-to-day use will be free of cost to the contractor but proper care should be exercised by the Contractor to ensure that water is used with utmost economy. However, packaged water, (FSSAI approved) if required for drinking purpose is to be taken care by the contractor in Dining, Hall, guest rooms and lobby. The water dispenser will be provided by IIP.

iv. **Commercial LPG cylinders:** Gas connection with empty gas cylinders will be provided by CSIR-IIP. The cost of refilling of commercial LPG cylinders will be borne by the contractor.

v. **Furniture and table cloth** - Dining tables and chairs are provided by CSIR-IIP and are kept for use in the dining hall. Contractor will be responsible for replacement of washed table cloth every day. The entire furniture shall be cleaned / washed / maintained properly and regularly. IIP will hand over to the Agency materials like beds, cots, linen chairs, tables, fridges, etc. and the Agency has to agree to keep proper acknowledgement and Agency shall take care to maintain these items properly. Malfunctioning of any equipment shall not be entertained as an excuse for unsatisfactory services. Upon end of contract / termination thereof, the Agency is liable to return the same to IIP in good working condition barring normal wear and tear. For shortage/misplacement/theft, replacement cost of the items will be recovered from the final bill or security deposit.

***The fittings, fixtures, furniture's, furnishings, linen, gadgets and all other items will be properly handed over after making separate kit inventory/bar coding and details of each items giving specification, duly signed by institute representative of the Guest House, IIP DEHRADUN and the contractor for the Guest House. Each room shall display the inventory list and be reconciled on quarterly basis with compulsory annual inventory verification of the complete Guest House.***

#### **14) Absenteeism of workers and unsatisfactory services**

The Contractor has to provide sufficient workers to meet the job requirements as mentioned in the tender. The number and type of Contract workers as committed by the contractor in his tender shall have to be maintained. Cooks while engaging will be tested for their skill of cooking & cooks duly approved by CSIR-IIP can only be engaged by the contractor. Suitable penalty as provided in this document will be levied in the event of any failure in this regard.

**15) Preservation of peace:** - The contractor shall take requisite precautions and use his best endeavours to prevent any riot or unlawful behaviour by or amongst his workmen. It needs no emphasis that the contractor shall engage experienced and trained manpower for cooking as well as service. Cooks should have rich experience of cooking variety quality food covering popular and common Indian dishes. They should also be skilled in cooking common and popular continental and Chinese cuisine. In case preparation of food is not found satisfactory, the contractor should promptly replace such food items without undue delay. Any changes in the food preparation and ingredients shall be in consultation with In-charge as and when required.

**16) Complaints and improvements :** Register/s for feedback shall be kept in the dining hall and reception at a prominent place. The entries made in the same shall be noted by contractor regularly. The contractor shall carry out such improvements as may be necessary, for ensuring satisfactory service and shall take due notice of suggestions and complaints, made by the guests, visitors and officials either directly or through Director/Director's Nominees.

#### **17) Additional Conditions:**

a. All room amenities viz., Colour TV, Refrigerator, etc, available in the guest house shall be kept clean and cared after properly. If any item is to be repaired, the same shall be reported to the Officer-in- Charge for needful to be done.

b. The contractor shall supervise the functioning of the workers and shall take all measures that will enable the guest house services an effective and admirable one in general.

c. Power saving and water conservation is essential and the contractor should ensure that the air conditioners, lights etc are switched off in rooms devoid of guests.



- d. Garbage collected from the Kitchen, dining areas, dish wash area and the surroundings shall be disposed off to the garbage bin only kept at identified places in the campus then and there and should not be stored for disposal at a later time.
- e. Hygiene of the highest order shall be maintained in the kitchen, dining and cleaning areas, the kitchen, dining areas, washing rooms, store rooms, etc. shall be cleaned and disinfected by the caterer as many times as required.
- f. The representatives of the Institute may periodically inspect these areas and suggest measures for upkeep and hygiene and the suggestions of the representatives are to be complied meticulously.
- g. Quality of the food, punctuality of its serving and high level of cleanliness and hygiene and timely serving of quality food are the essence of the contract. The contractor shall put all his efforts to fulfil the same.
- h. The Contractor shall be custodian for all the equipment, utensils, tools, gas, input materials etc. provided by CSIR-IIP. Any loss due to theft or negligence shall be fully compensated by the contractor. The agency/caterer shall solely be responsible either for any injury, damage, accident to the workman employed by the agency or for any loss or any damage to the equipment/property in the areas of work as a result of negligence/carelessness of its workers. Subletting / Subcontracting of the work is not permissible under any circumstances. If found violating the above rules the contract will be terminated immediately.
- i. Keeping the Kitchens, dining halls neat, clean and hygienic are the responsibilities of the caterer. Strict adherence of the hygiene of Dining Halls / Guest House/ Training Centre and its surrounding is essential. Disposal of waste getting flogged in drainage lines have to be cleared by caterer. Guest House Committee's suggestions / actions regarding cleanliness have to be followed and the expenditure will be borne by the caterer. Any violation on the part of caterer is liable for appropriate penal provisions.
- j. Contractor shall be solely responsible for cases of incidence of food poisoning and shall bear the complete expenditure arising out of this for medical treatment of guests. In addition, penalty may be imposed on the contractor as decided by the competent authority for such incidences. Since the services include food and eatable, the provisions of prevention of food Adulteration Act, 1954 are binding on the contractor.
- k. There will be strict check on quality of food. The items of food served will be checked by the Guest House Committee constituted by Director. Such quality audit may be a test audit or random audit.

**18) Penalties :** The following penalties will be levied for deficiency in quality and service.

- i. If failed to supply food in terms of quality, quantity and as per the menu indicated.
- ii. If vegetables kept for use is found to be of poor quality or rotten / stale / spoilt / infected.
- iii. If poor quality of rice, atta, pulses, oil, spices, grain, milk or any material is used for preparation of meals.
- iv. If oil once used had been reused or reused oil is found in the storage of the kitchen area. All the used cooking oil may be handed over to IIP for research work.
- v. If kitchen, utensils and equipment's are found unclean.
- vi. If there is any deviation in the approved Menu without prior permission from Authority.
- vii. If insects/cockroaches are found in kitchen or any of the prepared food items. If above service deficiencies are found, the Committee / competent authority shall be free to impose penalty as deemed fit on the contractor. Penalty imposed shall be adjusted against payment due to the contractor.

## **Contractor's liability:**

### **Kitchen Items:**

- The Crockery, cutlery, utensils, furniture and kitchen equipment such as gas-cooking range, masala grinder, toaster, empty gas cylinders in the gas bank, dosa plate, refrigerator and deep freezer, water cooler and service counter etc. shall be provided by IIP. **Contractor shall not use any electric cooking appliances for cooking purpose.** Only gas will be used for this purpose.
- The contractor will ensure closure of all lights, fans, AC etc. after service hours. If he is found misusing of CSIR-IIP facilities, a fine of Rs 1000/- will be imposed on that event with warning letter. The repeated misuse of facilities shall lead to termination of contract with fine.

### **Review Meetings:**

The Contractor/Mess Manager shall attend the review mess meetings atleast once a month arranged by the CSIR-IIP authorities and implement decisions thereof.

### **Approval of Food:**

CSIR-IIP 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-IIP authorities and their decision in this regard shall be final and binding on the Contractor. Financial losses and other damages caused to CSIR-IIP on account of the bad quality of food served shall be punishable and Suitable recoveries as decided by CSIR-IIP shall be made by CSIR-IIP on this account. The designated officials of CSIR-IIP 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.

### **Returning of Items and Replacement:**

The Contractor shall be responsible for the safety and upkeep of the items of CSIR-IIP 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.

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-IIP now or at any future date.

### **Housekeeping**

- The services is mainly related to maintenance and cleanliness of the kitchen Dining Hall, rooms in the Guest Houses and Training Centre as well as their surroundings. The rooms and toilets should be clean with room fresheners & mosquito repellents etc
- The IIP has developed excellent facility for the visiting guests. The lodging facility at IIP, Dehradun comprises Single hostel room with toilet (20 Nos.) on ground floor, VIP rooms with toilet (3 Nos.), Double Suites with toilets (20 rooms) and G/F & F/F corridor visitors lounge, dining hall, reception, kitchen and lawns at Guest House. And Training centre is consisted of VIP room with toilet (4 Nos.), single room with toilet (33 nos.), Lecture Room (5 nos.), kitchen with dining hall, syndicate room, game room and incharge room with G/F & F/F corridor area. Lawns would be maintained by the Institute itself. However, cleaning of the lawns will be the part of the contract.

- Each room is fully furnished with high quality linen & furniture and is having other accessories like colored TV set with Cable connection, Air conditioners, Geysers and other paraphernalia.
- 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.
- 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 IIP 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 IIP Administration.
- Guest Houses booking for the guests will be made by IIP 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.
- **Duty Charts shall be displayed properly at both the Guest Houses and Cafeteria at all times.**
- Air-conditioning, electricity and power for non-cooking purposes and water will be provided free of cost by IIP 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 IIP staff, guests etc. and shall bring any such misuse or wastage to the notice of IIP authorities.
- Maintenance of daily guest arrival and departure register, cash receipt book which will be issued by IIP for depositing daily room rent charges to IIP, shall be maintained by the Agency and can be inspected by authorised representative of IIP any time. He/She will collect all the charges from the guests as per rates fixed by IIP. Room charges will be deposited in account of Director, IIP and as per the receipt, the record to be maintained by the Agency on weekly basis.
- The Contractor and his workers shall strictly follow the security procedure of the CSIR-IIP in vogue while they are inside the premises of the Guest Houses and IIP Cafeteria

#### **UPKEEP & MAINTENANCE OF KITCHEN EQUIPMENTS**

Various kitchen equipments and gadgets to be supplied by IIP 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.

## GENERAL INSTRUCTIONS TO BIDDERS

- 1) The Technical Bid and Price Bid must only be in the formats enclosed.
- 2) The bidder shall submit full details of his ownership and control, if the bidder is a partnership, full details of ownership and control of each member thereof.
- 4) Bidder must submit copies of all documents required, duly self attested along with technical bid of the tender.
- 5) Each bidder shall submit only one tender either by himself or as a partner. If a bidder or if any of the partners participates in more than one bid, the bids are liable to be rejected.
- 6) If any relative of the bidder is an employee of CSIR-IIP, Dehradun the name, designation and relationship of such employee shall be filled in the technical bid. If not mentioned, in relevant column, the technical bid shall be liable to be rejected.
- 7) The bidder shall not make or cause to be made any alterations, erasure or obliterations to the text of the tender document.
- 8) In case the bidder has any doubt about the meaning of anything contained in the tender document, s/he shall seek clarification from the Controller of Administration, CSIR-IIP sufficiently well before submitting the bid. Any such clarification, together with all details on which clarification had been sought, will also be forwarded to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidders and the Controller of Administration, CSIR-IIP shall be carried out in writing.
- 9) Except for any such written clarification by the Controller of Administration, CSIR-IIP before opening of technical bids which is expressly stated to be an addendum to the tender document issued by the office of the Controller of Administration, CSIR-IIP no written or oral communication, presentation or explanation by any other employee of CSIR-IIP shall be taken to bind or fetter the CSIR-IIP, Dehradun under the contract.
- 10) Bids and all accompanying documents shall be in English. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.
- 11) Bidders shall quote the rates in Indian rupees for the entire contract on a single responsibility basis such that the tender price covers contractors all obligations mentioned here in or to be reasonably inferred from the tender document in respect of the comprehensive job contract at CSIR-IIP, Dehradun. This includes all the liabilities of the contractor such as cost of the uniform and identity cards of the workers deployed by the contractor and all other statutory liabilities like minimum wages, ESI, EPF contributions, bonus, cost of materials to be used by him for the job contract work, all kinds of taxes etc.
- 12) The bidder shall quote rates both in figures and words. On check if there are differences between the rates quoted by the bidder in words and in figures or in the amount worked out by him, the following procedures shall be followed.
  - i. When there is difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the bidder shall be taken as correct.
  - ii. When the amount of an item is not worked out by the bidder or it does not correspond with the rate written either in figures or in words, the rate quoted by the bidder in words shall be taken as correct.

iii. When the rate quoted by the bidder in figures and in words tallies but the amount is not worked out correctly the rate quoted by the bidder shall be taken as correct and not the amount.

13) All the columns shall be clearly filled in ink legibly or typed. The bidder shall take care that the rate and amount are written in such a way that interpolation is not possible. No Column should be left blank which would otherwise make the tender liable for rejection.

**FINANCIAL BID (Part – II PRICED)****FINANCIAL – TENDER –A****Note:**

1. The quantities mentioned in column 'B', in all tables below, are tentative (per year data), and based on previous years' data and may vary during the actual execution of the contract.
2. The quantities shown in the tables are for financial comparison only however payments will be done on actual basis.
3. Please ensure that there is no overwriting or cutting. In case of overwriting or cuttings CSIR-IIP will be free to use its discretion in interpreting the figures.
4. Any calculation mistake(s) on the part of the bidder, while filling the data, will be dealt as per relevant rules followed in CSIR-IIP for such cases.
5. The rates should be inclusive of all applicable charges but exclusive of applicable statutory taxes and levies.

**MENU -1**

SNo.	Item Description	Unit Description Expected Quantity per year	Price per unit	Remarks
1.	Bed Tea – all type of tea/ Coffee, dairy whitener sachets with sugar grains (in sugar dredger), biscuits (2 nos)*	5500 appx		
2.	Special Morning Buffet Breakfast with <ul style="list-style-type: none"> <li>• Tea, coffee, milk, juices, corn flakes, fresh bread(both white and atta), butter, jam, boiled egg/Omelet</li> <li>• Puri Sabji/ Aaloo Parantha/Chhole Bhature/ South Indian (Dosa/ Idli and Vada) with Sambar and coconut chutney</li> <li>• Poha/ Veg Cutlet/ Upama with chutney/sauce</li> <li>• Seasonal Fruit</li> </ul>	5500 appx		
2.1	A. Bread butter – 4 Pcs. (Butter chiplets)* B. Bread Jam – 4 Pcs. (Jam Chiplets)* C. Idly Sambhar with Chutney- 4 Pcs. D. Plain Uttapam with chutney – 2Pcs. E. Plain or Masala Dosa with Chutney & Sambhar – 01 Pc. F. Poha/ Upma – one plate G. Vada with Chutney & Sambhar – 4 Pcs H. Aaloo Parantha or Any seasonal Parantha with Curd – 2 pc* I. Puri bhaji – 4 Pcs.* J. Chhole Bhature – 2 pcs K. Pakoras (potato/onion/palak/paneer) L. Veg cutlet with sauce – 2 nos. M. Kachauri with sauce/ pickle – 2 nos. N. Vegetable sandwich- 2 nos.*	As requirement per		

	O. Toasted sandwich – 2 nos.* P. Sprouts (all type) Q. Porridge (Daliya)* R. Corn Flakes with milk – 200 gms.* S. Milk – 200 ml* T. Maggi*			
2.2	Non-veg Snacks with Tea/ coffee/ juices/ nimbu paani* A. Bread Omelet Single Egg + two slice Breads)* B. Parantha with egg bhurji/ omelet* C. Egg-Parantha D. Poached egg* E. Egg sandwich* F. Boiled Eggs*	As requirement per		
3.	<b>Normal Buffet Lunch/Dinner – Veg</b> A. Chapati – Indian bread B. Rice of Good Quality C. Dal (Pulse) D. Sabji (Veg.) 02 type (one dry & one with curry) E. Salad (seasonal) F. Curd/ Raita -100 gm G. Papad & Pickle H. Sweet dish (Kheer/ Sewain kheer/ gulab jamun/ rasgulla/ kesari halwa/ fruit pudding/ fruit custard/ milk cake/ burfi etc.)	As requirement per		
4.	<b>Special lunch/Dinner Veg</b> A) Choice of Cream or Clear Soups/juices/ cold drink B) Indian Breads/Puri C) Jeera Fried Rice/ pea-pulao/ Biryani (Good Quality) D) Dal Fry/ Tadka/ Daal Makhani/ Rajma/ Chhole E) Sabji 03 types (one paneer dish, one dry seasonal veg and one special gravy veg.) F) Curd Raita/ Fruit Raita – 100 gms G) Green Salad – Seasonal H) Seasonal Fruits (if required) I) Papad & Pickle J) Sweet dish (Kheer/ Sewain kheer/ gulab jamun/ rasgulla/ kesari halwa/ fruit pudding/ fruit custard/ milk cake/ burfi etc.)	5500		
	<b>Special lunch/Dinner Non Veg</b> A) Choice of Cream or Clear Soups/juices/ cold drink B) Indian Breads/Puri C) Jeera Fried Rice/ pea-pulao/ Biryani (Good Quality) D) Dal Fry/ Tadka/ Daal Makhani/ Rajma/ Chhole E) Sabji 03 types (one paneer dish, one dry seasonal veg and one special gravy veg.) F) Non veg dishes 2 types	As requirement per		

	(Chicken/Mutton/Fish) G) Curd Raita/ Fruit Raita – 100 gms H) Green Salad – Seasonal I) Seasonal Fruits (if required) J) Papad & Pickle K) Sweet dish (Kheer/ Sewain kheer/ gulab jamun/ rasgulla/ kesari halwa/ fruit pudding/ fruit custard/ milk cake/ burfi etc.)			
5.	<b>Normal Buffet Lunch/Dinner- Non-Veg.</b> A. Choice non-veg Soups/juices/ cold drink B. Lunch/Dinner as veg + Egg Curry (2 eggs) C. Non-veg dishes: Mutton Curry (200 gms)/ Chicken Curry (200 gms)/ Fish Curry (200 gms). D. Indian breads E. Rice of Good Quality F. Dal (Pulse) G. Sabji (Veg.) 02 type (one dry & one with curry) H. Salad (seasonal) I. Curd/ Raita -100 gm J. Papad & Pickle K. Sweet dish (Kheer/ Sewain kheer/ gulab jamun/ rasgulla/ kesari halwa/ fruit pudding/ fruit custard/ milk cake/ burfi etc.)	As requirement	per	
6.	Lunch/ Dinner for Special Guests/ Foreigners: Veg./ Non-veg (as per requirement): <ul style="list-style-type: none"> <li>Continental</li> <li>Oriental</li> </ul>	As requirement	per	
7.	Thali Veg: * <ul style="list-style-type: none"> <li>Indian Breads</li> <li>Dal</li> <li>Dry seasonal veg</li> <li>Veg curry</li> <li>Rice</li> <li>Curd/ raita</li> <li>Salad</li> <li>One Sweet</li> </ul> Thali Non-veg: <ul style="list-style-type: none"> <li>Indian Breads</li> <li>Dal</li> <li>Mutton/ chicken/ fish</li> <li>Rice</li> <li>Curd/ raita</li> <li>Salad</li> <li>One Sweet</li> </ul>	As requirement	per	
8.	Milk prepared Tea – 120 ml (good quality disposable cups) *	As requirement	per	
9.	Milk prepared Coffee (Nescafe-classic) 120 ml per cup*	As requirement	per	
10.	Evening Tea: (For training sessions) Tea / Coffee cup with cookies/biscuits/ and	5000 appx		



	choice of snacks like vegetable pakoda/cutlet/samosa/veg sandwich/			
11	Intersession tea during training program in morning and evening <ul style="list-style-type: none"> <li>• Tea/Coffee/Lemon tea/juice/lassi/cold drink</li> <li>• Special Pista/Badam/Kaju/jeera Biscuits of Ellora quality or vegetable snack</li> </ul>	7000 appx		
12.	Snacks per piece: * Veg. Pakora, Paneer Pakora, Samosa, Bread Sandwich (veg/cheese/grilled) Spring Roll, Bread Pakoda, French Fries	As requirement per		
13.	Cold drink/canned juice *	As requirement per		
14.	Butter milk*	As requirement per		
15.	Lassi salty/ sweet*	As requirement per		

\* **All time available**

- ***Non-vegetarian Dinner/ Special Guests/ Foreigners will be served on demand by Director's Nominee or Committee Member with prior intimation to the contractor.***

## MENU-2

SNo.	Item	Expected Quantities per year	Unit rate	Sub Total
	A	B	C	D = BxC
1.	High Tea <ul style="list-style-type: none"> <li>• Samosa/ sandwich/Pakodas</li> <li>• Dhokla/ khandwi</li> <li>• Veg rolls/ spring rolls</li> <li>• 2 sweets – gulab jamun/ chamcham/ rasgulla/ kaju barfi etc.</li> <li>• 2 bakery items- plum-cake/ patties/ pastries/ fruit cake/ cookies( Pista/badam/kaju)</li> <li>• All type of Tea/ coffee/ juices</li> </ul>	200		

**\* Normally for Course/Seminar/Workshop inaugurations/important functions, numbers may vary from 30-100.**

### ITEMS AVAILABLE AT ALL TIMES

S.no	Item	Expected Quantities per year	Unit rate	Sub Total
	A	B	C	D=BxC
1.	Tea	As an when required		
2.	Coffee	As an when required		
3.	Fresh Lime Water	As an when required		
4.	Veg. sandwiches Veg. pakora Veg. Rolls Cake Samosa Veg. Patties Dal Vada Bread Pakora	As an when required		
5.	Cold drinks- 150 ml	As an when required		
6.	Canned Juice(Real/Tropicana/Duke)- 150 ml	As an when required		
7.	Curd – 100 gram	As an when required		
8.	Biscuits (small packet of 5 Pieces)			
9.	Namkeen Mixture (small pack of 50 gram)			
<b>TOTAL</b> (FOR ITEMS AVAILABLE AT ALL TIMES)				
<b>TOTAL IN WORDS :</b>				

**Note:**

### SPECIAL OCCASION ITEMS

S. No.	Item Description		Expected Quantities per year	Unit rate	Sub Total
	A		B	C	D= BxC
1.	Bath Kit	Small Towels	As and when required		
		Big Towel			
		Face tissue			
		Hand Sanitizer Liquid			
		Lotion			
		Tooth Paste			
		Tooth Brush			
		Hair Shampoo			
		Hair Oil			
		Bath Soap			
		Shower Gel			
		Hair brush/ comb			
2.	Fruit Basket  (Four Types of Fruits)	Apple	As and when required		
		Orange			
		Banana			
		Seasonal Fruit			
TOTAL (FOR SPECIAL OCCASION ITEMS)					
TOTAL IN WORDS :					

**Note:**

Special occasion items are required for high level meetings only.

**Raw materials for catering**

<b>S.No</b>	<b>Item</b>	<b>Suggested Brand(s)</b>
(a)	Sauce (tomato/chilly)	Maggi/ Kissan / Heinz / Dr. Bectors
(b)	Jam/Marmalade	Kissan/Tops/Smith & Johns/ Dr.Bectr's/ Druk/ HPMC/Safal
(c)	Canned Juices	Tropicana/Real/ B Natural
(d)	Bakery Items	Britannia/Bakeman's / Harvest/Bonbon/Treat/ Sunrise/Elloras/Grand/Standard
(e)	Refined oil	Safola/ Sundrop/Vital/Nature Fresh/Gagan
(f)	Mustard Oil	P Mark / Nature Fresh, Kachi Ghani, Patanjali
(g)	Butter or butter chiplets	Amul/Parag/Mother Dairy/Britania/Nestle
(h)	Milk	Parag/Mother Dairy/Amul (Single Toned)
(i)	Cornflakes / wheat puffs	Kellogg / Mohan's/Kwekar
(j)	Pickle or pickle chiplets	Nafed/ Bedakar / Safal / Priya / Patanjali
(k)	Rice	Dawat/ Lal quila / India Gate/ Kohinoor
(l)	Potato	Pahari / Desi (Rudrapur – Good Quality)
(m)	Atta/Maida/Besan	Shaktibhog / Ahar/ Aashirwad/Pillsbury
(n)	Biscuits	Parle / Sunfeast / Britannia/Ellora (specific)
(o)	Salt (Iodized)	Tata/Annapurna/Captain cook.
(p)	Tea (Bags/sachet)	Taj Mahal/Tata Tetley/Nestle
(q)	Dairy Whitener	Everyday/ Amul/ Nestle
(r)	Sugar	Dhampur (sachets), Daurala / Hindustan
(s)	Pulses	Good quality
(t)	Spices	MDH/Ashok/Everest/Catch/Goldie/
(u)	Fruits & Vegetables	Seasonal fresh quality
(v)	Ice-cream	Mother dairy/Kwality / Amul / Cream Bell/Baskin Robins/ Narulas
(w)	Meat products	Fresh good quality/Easyday

**Note:**

1. This list is for the guidance of the contractor.

2. In case of items for which brands are specified, if such brands are not available in the market, suitable item will be selected from the market in consultation with the Director/Director's Nominees keeping in view that quality of product should be matching to the quality of brand specified in tender document. However, whenever non-availability of any particular brand/item in market is put up by contractor, CSIR-IIP may independently organize a market survey to ascertain correctness of such request, before allowing new brand.

**Proposed list of Housekeeping Cleaning Aids & Agents****1. CLEANING AIDS (MANUAL):**

- a. Soft Brooms
- b. Hard Brooms
- c. Brushes (Hard & Soft)
- d. Floor Scrubbers
- e. Handle Brush (soft)
- f. Window ledge Brush
- g. Long Brush (Handle)
- h. W.C. Brush
- i. Curtain Brush
- j. Venetian Blind Brush (Soft)
- k. Cob Web Brushes
- l. Ladders (4 ft, 6 ft & 8 ft)

**2. CLEANING AIDS (MECHANICAL)**

- a. Floor Scrubber and shampooing machine
- b. Vacuum Cleaner

**3. MOP, SCRUBBERS & DUSTERS**

- a. Squeezers with Long Handles
- b. Window Cleaners
- c. Mops ( Different sizes)
- d. Day Mops with Long Handles
- e. Check Dusters
- f. Glass Cloths
- g. Yellow Dusters
- h. Old Wiping Sheets
- i. Rags

**4. CLEANERS / SANITIZERS / DISINFECTANTS / REPLANTS**

- a. Harpic/Domex/Sanifresh
- b. Liquid Organic Cleaners (LOC)
- c. Vim Liquids
- d. Collin Glass Cleaners
- e. Dettol/Savalon
- f. Odonil
- g. Urinal Cubes (Eco Cubes)
- h. Hit Sprays (Both Mosquito & Cockroach)

*Cleaning materials to be used for House Keeping at Guest House/ Training Centre, CSIR-IIP, as approved by the Director/Director's Nominees.*

**Periodicity of House-keeping Services**

	<b>Description</b>	<b>Periodicity</b>
A.	Sweeping & Moping	
	Rooms	Once a day and on change of occupancy
	Lobbies & Corridors, Drawing Room, Dining Hall	Sweeping & Mopping once a day and when warranted
	Open Terrace, Road, Pavements. Stilt parking	Sweeping/ mopping once a day
B.	Cleaning of waste and garbage from rooms, kitchen etc.	Once a day and on change of occupancy
C.	Disposal of garbage and waste paper	Daily
D	Dusting of furniture	Daily
E.	Vacuum Cleaning of carpets/ sofa sets/curtains/ door mats	Once a week
F.	Cleaning of toilets/ WC's/ Washbasins	Once a day and on change of occupancy
G.	Cleaning of Buckets/ Mugs with detergents	Once a day and on change of occupancy
H.	Cleaning of bathroom tiles/ fitting	Daily
I.	Cleaning of window panes/ wall panelling	Once a week
J.	Cleaning of fans/ switch-boards/ wall/ tube-lights / wall hanging	Once a week
K.	Opening of clogged drains/ sewer lines	As and when required but at least once in a fortnight
L.	General checking of all toilet fittings and sanitary accessories	On change of occupancy
M.	Washing/dry cleaning of bed-sheets, towels, pillow covers, blankets	Replacement once in three days and also on change of occupancy and on request of occupant

## DECLARATION BY THE TENDERER

I/WE ....., declare that I/We have submitted tender for the work described in the tender after acquainting myself/ourselves fully with the details of work involved and after understanding the responsibility to be discharged by me/us under this contract and have read the complete tender very carefully.

**SIGNATURE OF THE TENDERER**

**SEAL OF FIRM/COMPANY**



**Comprehensive Job Contract for Hospitality Service of Guest House and Training Centre including Housekeeping, Catering and overall management of CSIR-IIP, Guest House & Training Centre at CSIR-IIP, Mohkampur, Dehradun- 248 005**

**Format for Technical Bid**

(This format is to be used in your letter head / stationery. The order in the format must be strictly adhered to. No rates must be quoted in the Technical bid. Bidder who quotes the rate in the Technical bid will be rejected as non-responsive. Tenderers are required to number all the pages of the Technical Bid in BLACK/BLUE INK and indicate the TOTAL page number below and append signature at the end of this response format. )

**TOTAL PAGES OF TECHNICAL BID: \_\_\_\_\_**

SNo.	Technical Requirement	Details of the Contractor Yes/No	Write corresponding page number of your technical bid for reference
1.	Name of the firm/ contractor		
2.	Owner's name & Address with phone number/ email/fax no.		
3.	EMD Details (Rs. Two lakh) (MSME Certificate, if any)		
4.	Registration details with Labour Licensing Officer/ Labour Commissioner (Catering service and Housekeeping Work)		
5.	GST Registration Certificate		
6.	EPF Registration No.		
7.	ESI Registration No.		
8.	Income Tax		
9.	PAN		
10.	FSSAI Certificate		
11.	The Firm must have Annual Turnover of Rs. 3 crore for last five years including current year (enclosed last five years Annual Turn Over Report)		
12.	One/Two/ Three works for hospitality services of annual value during last three years either including current year in CSIR Labs or Central/ State Government Departments/ Public Sector Undertaking/ Scheduled Banks/ Large Industrial/ Educational Campuses/ reputed private organisations: Copy of work order/ agreement with value to be enclosed. a) Single work of Rs 80 lakh b) Two works of Rs. 50 lakh c) Three works of Rs. 40 lakh (60% work must be of catering)		

13.	Whether the Contractor had ever been debarred by any court of law or penalized by any Govt./ CSIR/ Private Organisations?		
14.	Is any of the relative of Contractor working in CSIR-IIP? If yes a) Name of Relative b) Nature of Relationship c) Designation		
15.	Manpower deployment Plan (Specify number of the following each category of manpower) 1. Supervisor 2. Receptionist 3. Night duty clerk 4. Room boys 5. Housekeeping workers 6. Cooks 7. Kitchen helpers 8. Bearers 9. Utility/ cleaning workers 10. Washer		

**(No columns to be left blank)**

**Performance Experience Details**

SNo.	Name of the Dept. Organisation & Name of contact person with Ph. No.	Period		No. of Staff Deployed	Brief Description of services provided	Contract value
		From	To			

(No columns to be left blank)

## **FINANCIAL – TENDER – B**

### **HOUSEKEEPING & GARDENING CHARGES**

<b>S. No.</b>	<b>Description</b>	<b>Rate per month</b>	<b>Rate per year</b>
		<b>B</b>	<b>C=Bx12</b>
1.	Housekeeping of Guest House, Trainees' Hostels, Gym Area, Kitchens, Dining Halls, corridors etc.		
2.	Horticulture Works include maintenance /daily cleaning of lawn inside and outside the Training Centre		
<b>TOTAL</b> (FOR HOUSEKEEPING & HORTICULTURE SERVICES PER YEAR)			
<b>TOTAL IN WORDS :</b>			

#### **Note:**

For housekeeping & Gardening the contractor must provide a minimum of 8 (eight) persons on each day (even on days with less work load) with a provision for flexibility in morning and evening shifts.

**LAUNDRY SERVICES - I**  
(Included in financial comparisons)

S. No.	Item	Expected Quantities per year	Unit rate	Sub Total
	A	B	C	D=BxC
<b>A</b>	<b>Washing &amp; Ironing</b>			
1.	Bed sheets	3000		
2.	Bed covers	200		
3.	Pillow covers	3000		
4.	Bath towels	3000		
5.	Hand towels	5000		
<b>B</b>	<b>Dry-cleaning</b>			
6.	Blankets	200		
7.	Curtains	1000		
<b>C</b>	<b>Shampooing &amp; Cleaning</b>			
8.	Sofa seats & covers	200		
9.	Fabric chairs	200		
10.	Carpets	600 sq. fts	_____psft.	
<b>TOTAL</b> (FOR LAUNDRY SERVICES)				
<b>TOTAL IN WORDS :</b>				

**SUMMARY SHEET OF ALL SUB HEADS (I TO VI)**

**WHICH ARE TO BE INCLUDED IN FINANCIAL COMPARISONS**

SUB-HEAD NO.	SUB-HEAD NAME	SUB-HEAD TOTAL
<b>Financial – Tender – A</b>		
I.	MENU -1	
II.	MENU -2	
III.	ITEMS AVAILABLE AT ALL TIMES	
IV.	SPECIAL OCCASION ITEMS	
<b>Sub Total – (A)</b>		
<b>Financial – Tender – B</b>		
V.	HOUSEKEEPING CHARGES	
VI.	LAUNDRY SERVICES - I	
<b>Sub Total – (B)</b>		
<b>(C) = (A)+(B)</b>		<b>GRAND TOTAL – (C)</b>
<b>TOTAL IN WORDS :</b>		

**Note:**

1. L-1 will be decided on the basis of overall lowest quotation of the Grand Total as mentioned in (C) above.
2. In case of discrepancy in the amount, the total mentioned in words would be considered as final quoted amount.

**SIGNATURE OF THE BIDDER WITH STAMP**

**LAUNDRY SERVICES - II**  
**(Not included in financial comparisons)**

(Per unit rates on cash payment basis for Trainees & Guests)  
(Payable directly by Trainees and Guests)

**Note: The below mentioned rates will not be part of the financial comparisons. However these rates will be applicable subject to the approval by CSIR-IIP.**

S. No.	Item	Ironing	Washing	Dry cleaning
1.	Trousers / Jeans			
2.	Shirt			
3.	Woolen Coat			
4.	Woolen Pant			
5.	Cardigan / Sweaters			
6.	Kurta & Pajama			
7.	Woolen Suit			
8.	Ladies suit			
9.	Saree with blouse			
10.	Shawl			
11.	Track suit			
12.	Shorts / Bermuda / Skirt / Petticoats			
13.	Socks / Hankies			
14.	Undergarments (set)			

**Note:**

If any of the above technical requirements are not satisfied, bids will be rejected.

Signature of the Tenderer  
Name & Address of the Tenderer with office stamp

### CHECK-LIST OF DOCUMENTS PLACED IN TECHNICAL BID

SNo.	Technical Requirement	Yes	No
1	EMD Details (Rs. Two lakh) (MSME Certificate, if any)		
2	Registration details with Labour Licensing Officer/ Labour Commissioner (Catering service and Housekeeping Work)		
3	GST Registration Certificate		
4	EPF Registration No.		
5	ESI Registration No.		
6	Income Tax		
7	PAN		
8	FSSAI Certificate		
9	The Firm must have Annual Turnover of Rs. 3 crore for last five years including current year (enclosed last five years Annual Turn Over Report) – certificate attached		
10	One/Two/ Three works for hospitality services of annual value during last three years including current year either in CSIR Labs or Central/ State Government Departments/ Public Sector Undertaking/ Scheduled Banks/ Large Industrial/ Educational Campuses/ reputed private organisations: Copy of work order/ agreement with value to be enclosed. <ul style="list-style-type: none"> <li>• Single work of Rs 80 lakh</li> <li>• Two works of Rs. 50 lakh</li> <li>• Three works of Rs. 40 lakh</li> </ul> (60% of work must be of catering)		
13	List of existing clients		
14	Non-relationship certificate for participation of near relative of employee in the Tender		
15	Undertaking of non-blacklisting of firm		



## **AGREEMENT**

This AGREEMENT made on this \_\_\_\_\_ 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 is desirous of giving a comprehensive job contract for providing Guest House services including catering and overall management of Guest House at CSIR – Indian Institute of Petroleum (CSIR-IIP) which is a constituent unit of CSIR (hereinafter referred to as Lab/Instt.) and whereas the Contractor has offered to provide the work of Guest House service including catering and overall management on the terms and conditions hereinafter stated. WHEREAS the Contractor has represented that s/he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition Act 1970) and has further represented that s/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. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS CSIR has agreed to award the comprehensive job contract for providing Guest House services including catering and overall management of Guest House at CSIRIIP hereinafter mentioned as work assigned details of which are given at Annexure 'A.'

AND WHEREAS the contractor has agreed to furnish to the Lab./Instt. a security deposit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) 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** 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 shall accrue/arise implicitly or explicitly. That on taking over the responsibility of the job contract work assigned the contractor shall formulate the mechanism and duty assignment to its personnel in consultation with Director, CSIR-IIP or his nominee. Subsequently, the contractor shall review the work assigned from time to time and advise the Director, CSIR-IIP 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-IIP or the officer designated by the Director in this respect from time to time. That the Director, CSIR-IIP or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons so deployed by the contractor in order to ensure that persons deployed by him are doing their duties. That in case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly commits misconduct or indulges in any unlawful activities or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the CSIR-IIP in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Director, CSIR-IIP in case of any of the aforesaid misconducts on the part of the said person. That the 1st party shall provide water supply and electricity free of cost for carrying out the job contract work by the 2nd party/contractor. That the 1st party at its cost shall provide space for storage of materials etc. Income Tax will be deducted from the bills of the 2nd party/contractor at source at the rates as applicable from time to time.

**B. CONTRACTOR'S OBLIGATIONS** That the contractor shall carefully and diligently perform the work assigned to him as mentioned in Annexure 'A.' and as deemed fit by him in consultation with the Lab. 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/ providing their sanitation services. That the contractor shall submit details of the names, parentage, residential address, age, etc. of the persons deployed by him in the premises of CSIR-IIP for the purpose of proper identification of the employees of the contractor deployed for the work points. Contractor shall issue identity cards bearing their photographs/Identification, etc, and such employees shall display their identity cards at the time of duty.

That the contractor shall be liable for payment of wages and all other dues to his employees which they are entitled to receive under the various applicable labour laws and other statutory provisions. That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR 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, 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. That the contractor shall be solely responsible for any violation of provisions of the labour laws or any other statutory provisions and shall further keep the CSIR indemnified from all acts of omissions, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor failure to fulfil any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the CSIR shall be entitled to recover any of 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. The contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR. 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 various Acts. 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 the Labour Laws including the provisions of Contract Labour (Regulation Abolition Act, 1970) as amended from time to time of furnishing any information, or submitting or in filing any statement under the provisions of the said regulations and rules which is materially incorrect, s/he shall, without prejudice to any other liability, reimburse to the Director, CSIR-IIP a sum as may be claimed by CSIR-IIP. It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, or any ground whatsoever, and ensure that no person creates disruption/hindrane/problem of any nature in CSIR-IIP. 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 Laboratory/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. The security deposit will be refunded to the contractor after getting/ submitting the satisfactory performance of the contract by the competent authority. That the contractor shall keep the CSIR 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 is made party and is supposed to contest the case, the CSIR 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 on demand. Further, the contractor shall ensure that no financial or any other liability comes on CSIR in this respect of any nature whatsoever and shall keep CSIR indemnified in this respect. The contractor shall further keep the CSIR indemnified against any loss to the CSIR property and assets. The CSIR shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

**C. CSIR'S OBLIGATIONS** That in consideration of the services rendered by the contractor as stated above, s/he shall be paid on monthly basis. In this regard, the Contractor will raise his bill which will be duly certified by the officers designated by institute. The institute will process the bill so raised and make payment to the contractor within one month. Contractor will pay the wages to his manpower deployed in the institute latest by 7<sup>th</sup> day of each month. The contractor would be required to ensure

the payment of its workers by 7<sup>th</sup> of every month and there should be no linkage between this payment and settlement of the contractor bill by institute.

**D. PENALTIES/LIABILITIES** 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 Contractor at their risk and cost. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or his services are not to the entire satisfaction of officer authorized by the Director, CSIR- Indian Institute of Petroleum in this behalf, a penalty leading to a deduction of 10% of the total amount of bill for a particular month or as decided by CSIR-IIP in addition to deduction of minimum wages towards short supply of manpower will be imposed. If any service deficiencies found as per Sr. No. 18 of special conditions of contract in Tender document, the Guest House Committee / Competent Authority (CA) shall be free to impose penalty not less than Rs.2000/- or as deemed fit on the contractor.

**E. COMMENCEMENT AND TERMINATION** That this agreement shall come into force w.e.f. \_\_\_\_\_ and shall remain in force for a period of one year. This agreement may be extended on such terms and conditions as are mutually agreed upon. That this agreement may be terminated on any of the following contingencies:

(i) At any time by CSIR-IIP by giving one month's notice without assigning any reasons (or) 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-IIP

(ii) for committing breach by the contractor of any of the terms & conditions of this agreement & on assigning the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person or sub-letting whole or part of the contract to any third person.

(iii) If continuation of the contract is not in public interest.

c) On the expiry of the contract period as state above.

d) By giving one month's notice by CSIR on account of:

i) for committing breach by the contractor of any of the terms and conditions of this agreement.

ii) on assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Lab./Instt.

iii) 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**

In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to Director General, CSIR or his nominee. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director General, CSIR shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The Arbitrator may give interim award(s) and/or directions, as may be required. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

IN WITNESS WHEREOF the parties hereto have signed this presence on the date, month and year first above written.