TWO-PART TENDER SECTION - A

Invitation to Tender and Tender Conditions

1. Introduction:

Institute for Plasma Research (IPR) is an aided institute of the Department of Atomic Energy, Government of India engaged in theoretical and experimental studies in plasma science including basic plasma physics, magnetically confined hot plasmas and plasma technologies for industrial applications.

IPR has a guest house in its campus in Bhat Village, Near Mother Dairy & Indira Bridge, Gandhinagar, Gujarat having fully furnished 4 AC Suite Rooms and 8 AC Executive rooms with attached bath and fully furnished Conference room and Dining hall with all furniture &fixtures.

2. Invitation of tender:

2.1. Institute for Plasma Research (IPR) invites online tenders for Managing Guest House on Contract basis as per the details mentioned in this tender document. If you are in a position to quote for the said services in accordance with the scope and conditions stipulated in this tender document, please upload your offer in a manner and method specified below:

3. MANNER AND METHOD FOR SUBMISSION OF TENDERS:

- 3.1. All tenders in response to this invitation shall be submitted through online mode only. Tender submitted by **fax/cable or any mode other than online will NOT be considered at all** and all such tenders will be rejected without any notice to the tenderer.
 - **3.1.1.** Part-I (Techno-commercial): This part of the tender shall include/contain documents related to eligibility criteria, scope of work and also the commercial terms and conditions of contract for the services to be rendered EXCLUDING ANY PRICE DETAILS THEREOF.

Proof for fulfilment of eligibility criteria mentioned in Annexure-J should be uploaded along with the tender. If the tender is submitted without valid documents, the offer may be rejected. Tenders received without proof of eligibility criteria will be rejected.

- **3.1.2.** Part-II (Price-bid): This part should contain only the prices and should be furnished in accordance with the format provided in Section "C" of this tender document.
- **3.1.3.**If tenderer includes prices of any nature in Part-I (Technocommercial) of the tender, such offers are liable for rejection without any notice to the tenderer.

4. Eligible Bidders:

- **4.1.1.** This Invitation of Bids is open to all bidders who meet the **Eligibility criteria** mentioned in **Annexure-J** of the tender documents.
- **4.1.2.** The Bidders shall bear all costs associated with the preparation and submission of their bids and IPR will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5. Pre-bid Clarifications:

5.1.1. The applicant can seek clarifications (pre-bid) regarding the tender document up to 22/06/2018 (16:00 Hrs.) by uploading their queries on website www.tenderwizard.com/DAE. The clarifications will be uploaded on the same web portal www.tenderwizard.com/DAE by 27/06/2018 (17:30 Hrs.).

5.1.2. Site Visit & Pre-Bid Meeting:

The bidders are requested to visit the site on 12.06.2018 between 9.30 A.M and 11.00 A.M and thereafter there will be a Pre-Bid Meeting at IPR Guest House at 11.30 A.M.

The following may be contacted for coordinating the site visit.

- a) Shri M.H.Vartak, AAO; Mail Id-vartak@ipr.res.in; Contact No: (079) 23962016
- (b) Shri NiranjanVaishnaw, CAO Mail <u>Id-cao@ipr.res.in;</u> Contact No(079)23962222

It may please be noted that any clarifications required in this tender either technicalor otherwise shall be clarified before submission of bid. Bidder shall not have any right to revise their price bid after the due date & time of submission of bids.

5.1.3 Bids shall be complete in all respects and shall include properly filled in prices and other details as necessary.

6. EARNEST MONEY DEPOSIT (EMD):

6.1. The Tenderer shall submit, as part of their bid, interest free Earnest Money Deposit (EMD) for an amount as specified in the Tender Notice.EMD shall be submitted by way of Demand Draft from SBI/nationalized banks or any one of the scheduled banks mentioned in the bracket (Axis Bank, HDFC Bank, ICICI Bank and IDBI Bank) issued in favour of "Institute for Plasma Research" and payable at Ahmedabad. Tender received without EMD will be rejected at the discretion of IPR.

(Copy of Demand Draft to be uploaded with the quotation, Original DD should be sent to IPR on or before the specified closing date and time)

- **6.2.** The EMD of unsuccessful Tenderer will be discharged/refunded after finalizing award of the Contract.
- **6.3.** The successful Tenderer's EMD shall be discharged/refunded upon the Bidder submitting the Security Deposit as specified in the contract, without any interest.

6.4. The EMD may be forfeited:

- **6.4.1.** If a Tenderer withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- **6.4.2.** In case of the successful tenderer, if the tenderer fails to furnish order acceptance within 15 days of the order or fails to submit the Security Deposit within 21 days from the date of contract/order.

7. LATE/DELAYED TENDERS

7.1. Uploading of the offer document after the due date and time shall not be permitted. Time being displayed on e-Tendering portal shall be final and binding on the bidder.

8. OPENING OF TENDERS

- **8.1.** Unless otherwise rescheduledwith advance intimation to the tenderers, tender will be opened in two stages on the date and time indicated on e-Tendering portal.
- **8.2.** Part-I (Techno-commercial) of the tender will be opened at the first stage on the date and time indicated for opening on the e-Tendering portal while the Part-II (Price) will be opened at the second stage after completion of the evaluation of the Techno-Commercial Part (Part-I) of the tender.
- **8.3.** While all the tenderers who uploaded tenders within the due date and time will be permitted to participate in the opening of Part-I (Techno-Commercial) of the tender on the date and time indicated on e-Tendering portal, opening of the Part-II (Price) of the tender can be attended to only by those tenderers whose Part-I (Techno-Commercial) of the tender are found to be technically suitable/ acceptable to IPR.
- **8.4.** The tenderers whose Techno-commercial part (Part-I) are found suitable/acceptable to IPR, will be given advance intimation to enable such tenderers to depute their representative to participate in the opening of the Part-II (Price) of the tender. The technically unqualified tenderers will neither be given any intimation about the date and time of opening of Part-II (Price) of the tender nor will they be permitted to participate in the opening of the same. **Part-II (Price) of the technically disqualified tenderers will not be opened.**

9. AUTHORITY LETTER

- **9.1.** The tenderers who wish to participate in the opening of the tenders may depute their representatives to IPR on the respective date and time as indicated in the tender notice with an authority letter addressed to the Chief Administrative Officer, IPR, which should be produced to the officers who are opening the tenders, on demand to prove the bonafides of the representative who participates in the opening of the tender. In case the representative of the tenderer fails to produce such an authority letter on behalf of the tenderer, he/she may be debarred from participating in the opening of the tenders.
- **9.2.** The tenderers representative, who reaches the venue of the tender opening late, i.e., after the starting time specified for opening of the tenders, may not be allowed to take part in the tender opening. It should be noted that only one representative of each tenderer will be permitted to participate in the tender opening.

10. TECHNICAL CLARIFICATIONS

After opening of Part-I (Techno-commercial) of the tender, if it becomes necessary for IPR to seek clarifications from the tenderers, the same will be sought for from the tenderers.

11. DATE FOR OPENING OF PART-II (PRICE):

After completion of technical evaluation, Part-II (Price) of only technically qualified tenderers shall be opened. The date and time of opening of Part-II (Price) shall be intimated only to the technically qualified tenderers. Tenderers, whose Part-I offers have been found suitable will only be permitted to participate in the opening of the Part-II (Price) of the tender.

12. HOLIDAYS:

If the date specified for opening of the tenders is declared as holidayby the competent authority due to any reasons, then the date for opening of tenders will get postponed automatically to the next working day.

13. VALIDITY OF OFFERS:

Offers shall be kept valid for acceptance for a period of 120 (One hundred twenty) days from the date of opening of Part-I of the tender. Offers with shorter validity period will be liable for rejection.

14. PAST PERFORMANCE:

In case the past performance of the tenderer is not found to be satisfactory with regard to quality, delivery, warranty obligation and non-fulfilment of terms and conditions of the contract, their offer is liable to be rejected by IPR.

15. ACCEPTANCE OF TENDER:

The acceptance of offer shall be communicated to the successful bidder through a letter of intent.

16. EXECUTION OF AGREEMENT:

The tenderer(s) whose tender(s) is/are accepted shall be required to be present at the office of the Chief Administrative Officer of the Institute in person or if a firm or company by their authorized representative to execute an agreement on non-judicial stamp paper of Rs. 100/- for satisfactory completion of the job incorporating the conditions mentioned in the tender document and conditions if any subsequently agreed/modified, within 15 days from date of letter of intent. Failure to do so shall constitute a breach of contract effected by the acceptance of the letter of intent, in which case the EMD shall be forfeited.

17. TERMINATION OF CONTRACT:

The contract shall stand terminated:

- a) Unsatisfactory performance during the three month's trial period or extended trial period.
- b) On expiry of the contract period, if not extended further.
- c) In case of unsatisfactory performance or for any other reason, the contract can be terminated at any time during the tenure of the contract at the sole discretion of IPR authorities by giving one month's notice to the contractor.
- d) The contract shall stand terminated in event of filing any legal petition against IPR by the CONTRACTOR or any of his employees with regard to labour laws/rules or in case of any agitation/strike initiated by the CONTRACTOR's employees.
- e) In case, the CONTRACTOR wants to discontinue the contract, he will have to give 3 (three) months advance notice to IPR in writing narrating the reason.
- f) If the CONTRACTOR suspends the services without any notice to IPR, the whole amount of security deposit shall be forfeited in addition to the loss incurred in making alternate arrangements during the shortfall in the notice period shall be recovered from him.

18. SUB-CONTRACT:

That the CONTRACTOR shall not assign or sublet contract or any part thereof. If he assigns or grants sub-contract to any person without obtaining prior consent of IPR, the contract may be liable for termination.

19. SECURITY DEPOSIT:

- 19.1. The successful contractor shall deposit with IPR 10% of total value as given in Annexure-A,B-1& E-1for two yearsof the contract/Letter of Intentas security depositin the form of demand draft/pay order/bank guaranteefrom SBI/nationalized banks or any one of the scheduled banks mentioned in the bracket (Axis Bank, HDFC Bank, ICICI Bank and IDBI Bank) issued in favour of "Institute for Plasma Research" and payable at Ahmedabad and no interest shall be paid thereon. The security deposit shall be refunded to the contractor after 3 months from the date of expiry of the contract after making adjustments of any dues to be recovered from the contractor.
- 19.2. The whole amount of the Security Deposit will be liable to forfeiture in case of breach of any of the terms agreed upon by the contractor. The security deposit shall also be liable to appropriation against dues payable to IPR under the agreement or damage or expenses that may be sustained by IPR as a result of negligence or such acts and omissions on the part of the contractor or the persons deployed by him at IPR.

In the event of such adjustment of security deposit fully or partly, the contractor shall immediately make good the amount so appropriated from the security deposit in the form of demand draft failing which it shall be adjusted from the amount payable to the contractor.

19.3. The Security Deposit shall be held by IPR as security for the due performance of the contractor's obligations under the Contract, PROVIDED that nothing herein stated shall make it incumbent upon IPR to utilize the Security Deposit in preference to any other remedy which IPR may have, nor shall be construed as confining the claims of IPR against the contractor to the quantum of the Security Deposit.

20. PERMIT AND LICENCES:

The contractor shall secure and pay for all licenses and permits at his end which he may be required to comply with all laws, ordinances and regulations of the public authorities in connection with the performance of his obligations under the contract. The contractor shall be responsible for all damages and shall indemnify and keep IPR harmless against all claims for damages and liability which may arise out of the failure of the contractor to secure and pay for any such licenses and permits or to comply fully which any and all applicable laws ordinances and regulations.

21. PAYMENT:

- 21.1. The Contractor shall obtain the signature of the guest on the register along with his check-in& check-out date and time. If the room charges and/or F&B charges are to be collected, the Contractor will be informed in advance and accordingly he has to recover. The rates will be given to the contractor and they will do collection of the charges from the guest and deposit them on daily/weekly basis to the Accounts section of the Institute through the Administration. For the Food and Beverages, the contractor is supposed to take the signature of the guest on the Kitchen Order Taking (KOT) in duplicate slip and submit the same to the Institute along with the F&B bill.
- **21.2.** The contractor shall raise separate monthly bills in duplicate for the service charges for running the guest house and F&B charges along with KOTs for the food and beverages consumed by the guests. If any of the KOT is not signed by the guests, the same will not be paid for by IPR.
- **21.3.** Whenever any official requests are made by IPR Administration for arrangements for lunch or full day conference, separate bill for the same will be required to be raised duly signed by the individual requesting for the same.
- **21.4.** The bill will be settled within one month of receipt of the same.
- **21.5. Bank Charges:** All bank charges to be borne by the Contractor/Supplier.

22. INCOME TAX & OTHER DEDUCTION:

Income tax and any other statutory deductions shall be made from the monthly bill/bills as per the provisions. Necessary income tax certificate will be issued to the CONTRACTOR after depositing the amount to the Income Tax Dept.

23. PAYMENT OF TAX:

The GST as applicable, for providing the Front office management, F&B services and Housekeeping services, shall be paid to the contractor, separately on submission of necessary proof along with monthly bill(s).

24. WAIVER:

No failure or delay by IPR in enforcing any right to remedy of IPR in terms of the Contract or any obligation or liability of the CONTRACTOR in terms thereof shall be deemed to be a waiver of such right, remedy obligation or liability, as the case may be, by IPR and notwithstanding such failure or delay, IPR shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

25. STATUTORY REQUIREMENT:

25.1. The contractor shall be fully and exclusively liable for payment of Govt. taxes, levies, duties, comprehensive insurance, Goods & Services Tax (GST) and any other fees / taxes payable from time to

- time during the pendency of the contract. The contractor shall produce the above referred documents for verification to the IPR authorities, on demand.
- **25.2.** The contractor shall have to pay the applicable minimum wages as prescribed by the Central Government to all his operating crew. The CONTRACTOR shall be responsible for fulfilling the requirements of all the statutory provisions of Contract Labour (Regulation & Abolition) Act, Employees Provident Fund Act, Payment of Wages Act, Minimum Wages Act, Bonus Act, Gratuity Act, ESIC, Workmen's Compensation Act and all other acts and enactments connected in providing the food and beverage services at our premises, at his own risk and cost, in respect of all staff employed by him. If due to any reason whatsoever, the IPR is made liable, it shall be payable by the CONTRACTOR and all such liabilities shall be recovered by IPR from any dues payable by the IPR to the CONTRACTOR and / or from the Security Deposit of the CONTRACTOR and available properties and sources of the CONTRACTOR through process of law.
- **25.3.** The CONTRACTOR shall maintain various registers as per the Contract Labour (R & A) Act and other applicable acts and shall produce the same for inspection as and when required.
- **25.4.** The CONTRACTOR shall strictly comply with the provisions of Employees Provident Fund Act and ensure proper registration of all their employees with RPFC before commencing. The CONTRACTOR shall deposit employees and employers contributions to RPFC every month and a copy of the Challan should be submitted for verification along with the monthly bill
- **25.5.** The CONTRACTOR shall obtain the Insurance policy in respect of the staff engaged by him for the job. The CONTRACTOR shall indemnify IPR under the Workmen's Compensation Act, 1923 and its amendment of all liabilities like death / disablement of the staff. The CONTRACTOR shall be permitted to start the job only after obtaining adequate insurance coverage from the authorised insurance companies.
- **25.6.** The decision of IPR, as to whether the CONTRACTOR has adhered to the above obligations or as to whether the CONTRACTOR has committed any breach of the terms and conditions, will be final and binding on the CONTRACTOR.

26. SECURITY REQUIREMENTS:

On commencement of the contract, the CONTRACTOR shall provide the name & bio-data of the staff Supervisor/Manager along with their contact numbers. The contractor will be required to get the police verification done of their staff and submit a copy of the same to the Institute. The Contractor will issue identity card to his employee for identification. The staff engaged by the contractor and the Contractor himself will be required to observe all security related rules and regulations. Proper entry of the staff as well as the items brought inside will be required to be made

and the staff will be subject to through checking while going in or out of the premises.

The tender if awarded, the contractor will have to provide the necessary manpower after getting the police verification done for the individuals.

27. LAW GOVERNING THE CONTRACT:

This Contract shall be governed by the laws of India from time to time.

28. JURISDICTION:

The Courts within the local limits (i.e. Gandhinagar) of whose jurisdiction where this contract is signed shall, subject to Arbitration Clause, have jurisdiction to deal with and decide any matter out of this Contract.

29. SETTLEMENT OF DISPUTES:

- **29.1.** IPR and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- **29.2.** If the parties have failed to resolve their dispute or differences by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or differences in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

30. ARBITRATION:

In the event of any dispute or differences arising out of in connection with any of the terms and conditions of the Contract, the matter shall be referred to the Director, IPR for settlement. In case the parties to the contract are not in a position to settle the dispute mutually, the matter shall be referred to a Sole Arbitrator to be appointed in accordance with the Arbitration & Reconciliation Act, 1996 & Arbitration and Conciliation (Amendment) Act, 2015 as amended from time to time.

Scope of Work

SECTION 'B'

Managing Guest House on contract basis at

Institute for Plasma Research-Bhat, Gandhinagar, Gujarat

1. SCOPE:

The scope of work includes three main areas of work namely the front office management, housekeeping services and food and beverages preparations and service. The general scope of work in each of these areas is as follows:

1.1. Front Office Management:

The work includes:

- a) A warm welcome at the time of check-in to the guest. Registering the details of the guests in the register, updating the guest information, room allotment, informing about the guesthouse facilities, escorting the guest to the room, transferring their luggage to the room. All necessary support is to be given to the guest to make him/her comfortable.
- b) The Front Office Assistant will make the guest to fill the personal detail form and keep a record of the same.
- c) At the time of check-out a bill is to be prepared as per the instructions of the administration. The room is to be checked. The keys are to be taken back and the charges are to be collected as per the instructions. Necessary bill and receipt is to be issued to the guests.
- d) The amount collected from the guest along with bill and the details is to be submitted to the Accounts through the Administration.
- e) A room availability chart and information on air/rail services etc. is to be kept & maintained and updated regularly.
- f) The above work is to be done by qualified and professionally trained personnel.
- g) A front Office Assistant / Manager has to remain at the front desk at all times to assist the guest and attend to phone calls.

1.2. Housekeeping services:

The work includes providing three star quality housekeeping services.It includes the following: A detailed description is provided in the annexure to this tender document.

- **a. Rooms** (Executive rooms, Suite Rooms and rooms of hostel whenever used as guest house along with bathrooms and balconies/veranda etc.)
 - i. Bed making
 - ii. Dusting / Sweeping / moping the living rooms + balcony
 - iii. Attached toilet cleaning
 - iv. Providing and placing Toilet kits, soaps, shampoos etc. in all bath/toilets.
 - v. Providing and placing mosquito repellent in rooms.
 - vi. Changing face towels & bath towels on daily basis
 - vii. Changing bed linen
 - viii. Garbage disposal on daily basis
 - ix. Cleaning the furniture
 - x. Ensuring that all gadgets provided in the room are in working condition
 - xi. Cleaning the dining hall
- **b. Common Areas**: It includes regular cleaning, mopping, upkeep and maintenance of Reception, Lounges, Dining hall, Recreational areas, Corridors, Staircases Common area bathrooms, store rooms, any other specified area on daily basis as well as on need basis.
- **c. Conference Rooms -** includes cleaning, mopping, upkeep and maintenance of conference Room and making proper arrangements for meetings.

1.3. Food & Beverages Preparation & Services:

This would include procuring, preparing and providing food and beverages items prescribed for each meal and at prescribed time/s in the tender document:

- i.Breakfast, Lunch and Dinner Buffet/Table/Room Service 24x7.
- ii. Session tea, High tea, Snacks 24x7.
- iii.Keeping adequate stock of cold drinks, mineral water, ice creams, biscuits and namkeen packets.
- iv.Banquets and Parties (with Special Menus like Chinese, Continental, Thai, Italian, etc.)
- v.Special arrangements (bonfire, pandals, chaffing dish, crockery, cutlery, decorations etc) as and when required
- vi. Supply of food items and beverages for special lunch and dinner.
- vii.Maintenance of the Dinning and Kitchen areas to meet safe and hygiene standards of three star quality
- viii.Upkeep, Arrangements and Internal Décor of the Dining Halls to meet three star quality standards.
- ix.Smart, cultured and trained service boys, ready to help, having knowledge of English and Hindi language, attending upon the guests for room service as well as service in the dining hall.

2. **PERIOD**:

The contract shall be for a period of two years from the date of the award of contract with an initial trial period of three months. The tentative starting date would be **August 1, 2018**. The performance will be evaluated during the trial period of the contract. At the sole discretion of IPR, the trial period may be extended for a further period of three months or more, if the performance is not found to be satisfactory. IPR reserves the exclusive right to terminate the contract without notice, during the trial period/extended trial period without assigning any reason whatsoever.

3. FACILITIES AVAILABLE:

The contractor shall be provided the following facilities:-

- a) Fully furnished front office with furniture, revolving chairs, guest chairs, sofa sets, tea-poy, computer with table, printer, fans, pedestal fan, lights etc.
- b) Fully furnished 4 AC Suite Rooms with attached bath and 8 AC Executive rooms with attached bath.
- c) Fully furnished Committee room with table & chairs etc.
- d) Fully furnished dining hall with tables, chairs and other furniture fixtures.
- e) Kitchen with all gadgets cooking range, refrigerators, Oven etc. details given latter.
- f) Common Room with W/c, bath facilities for few people to stay.
- g) Store Room
- h) A Refrigerator for storage of vegetables, milk, curds, cold drinks etc.
- i) A geyser for supply of hot water for washing the dishes using detergent.
- j) Water and electrical power for electrical appliances.
- k) S.S. Plates, Glasses, Crockery & Cutleries etc.
- l) Place for preparation of meals, beverages, snacks etc. (hereinafter referred to as "Preparation Room" and furnished dining hall. The Contractor shall be required to pay a token license fee of Re.1/- per month for the premises permitted to be used by him.

The Contractor shall be responsible to maintain all the above items properly. The items are required to be returned to IPR at the expiry/termination of the contract. Any loss due to damage, breakage or mishandling will have to be made good by the Contractor.

The contractor will be required to maintain a stock register of all the furniture, linen, gadgets and other items and taken an annual stock and present the same to the administration.

4. FUEL FOR PREPARATION:

The contractor shall make arrangements of own LPG (Commercial) cylinders for the purpose of fuel for preparation of food and beverage and other things.

Full cost of LPG refills including transportation and incidental charges shall be borne by the contractor.

The contractor shall have to make his own alternate arrangements incase of non-availability of LPG cylinders.

No increase in the LPG charges will be given to the contractor.

5. CONTRACTOR'S RESPONSIBILITIES:

5.1. **RECEPTION:**

- 5.1.1. The manager or the front office assistant has to remain available 24 x7 at the reception for the reception of the guests, providing him/her guidance and assistance, arranging vehicles, attending to the telephone, liasoning with the administration.
- 5.1.2. The front office assistant will be required to maintain the guest register in a perfect manner and will also get the personal detail forms of the guest filled and maintain a file for the same.
- 5.1.3. He will also be required to take and update the room booking status and submit occupancy reports.
- 5.1.4. He will also keep the security at the main gate informed about the arrival/departure of guests.
- 5.1.5. He will ensure that the rooms are ready well before the check in of the guests.
- 5.1.6. He will be responsible for making the bills, collecting amount on behalf of the institute and remitting the same to the concerned officer in administration.
- 5.1.7. The front office persons have to be always in a proper professional uniform, courteous and fluent in English and Hindi.

5.2. **HOUSE KEEPING & HYGIENE:**

- 5.2.1. The contractor shall always keep the Guest rooms, toilets, corridors, meeting room, preparation room, dining hall and surroundings in neat and tidy condition. He shall also keep all furniture dust free and shining, vessels, utensils and other articles neat and clean to the entire satisfaction of the IPR Authorities and arrange to have them washed with necessary cleaning agent everyday at his own cost as many times as necessary and also as per direction given in this behalf by the IPR Authorities.
- 5.2.2. Garbage shall be disposed-off regularly by the contractor making his own arrangements.
- 5.2.3. All the rules and regulations regarding hygiene, health etc. issued by the State, Municipal or Panchayat authorities or by

- the IPR shall be strictly adhered to by the contractor. In the event of any deficiency in cleanliness and hygienic conditions in the preparation room, eating place or cleaning place, a penalty upto Rs. 500/- per day shall be imposed on the contractor by IPR Authorities till remedial action is taken.
- 5.2.4. The contractor shall ensure that peace, order and silence are maintained in the guest house especially the corridors, the meeting room area and dining hall. If peace, order and silence in the premises are disturbed due to lapse on the part of the contractor or the persons deployed by him, a penalty ranging from Rs. 100 to Rs. 1000/- shall be imposed by IPR Authorities for a particular instance in a day. Continuing nuisance of this type would render the contract liable for termination without notice by the IPR.

5.3. **HOUSE KEEPING MATERIAL:**

The house keeping material should be stocked in adequate quantity and it should be of good quality. The quality of the same is to be required to be approved by the administration. It will include all types of brooms, mops, naphthalene balls, air perfumes/ purifier tablets, liquid soap, cleaning powder, phenyl, odonil, buckets, big dustbins, PVC brush, Nylon scrubber, Baygon spray, Room Freshener, Rubber buch with handle for toilet pumping, scratch brush, floor cleaner, mosquito repellant, bathroom cleaner, disinfectant, toilet bowl cleaner, tissue roll, soap, shampoo, Gamaxin powder and any such item which may be necessary.

5.4. **RAW MATERIALS:**

- 5.4.1. It shall be the sole responsibility of the contractor to procure raw material of good and standard quality and adequate quantity for meals, beverages and snacks. It includes good quality for the food grains, Rice (Gujarat–17), Wheat (Tukdi) of good quality, Pulses Vasad/Angur, Double filtered oil (Maruti/Tirupati/Cotton seed), Tea (Wagh-Bakri), Milk (Amul Gold), Butter cheese (Amul), Ghee Vanaspati of good quality preferably Amul, Coffee (Nescafe), tea bags of Taj, Masala of reputed brand and good quality.
- 5.4.2. If the contractor wants to use some other or better brand items for cooking, he should get the same approved by the IPR Authorities.
- 5.4.3. If any of the items are found unfit for consumption or are found to be substandard, the same shall be immediately removed from the premises or destroyed under the instructions of the IPR Authorities and a suitable penalty and fine will be levied as deemed fit by the IPR authorities.

5.5. **SERVICES:**

5.5.1. For the F&B services at the Dining hall, room services or service at any other venue, the contractor will deploy trained

- stewards with professional qualification and adequate experience.
- 5.5.2. The contractor shall be required to serve lunch/dinner/tea/coffee at a place other than the dining hall whenever any official meeting/discussion is arranged upon receipt of authorisation letter from the IPR.
- 5.5.3. If, at any time during the pendency of the contract, the IPR so desires to utilise the services of the Contractor for any special parties, seminars, conference, meetings or otherwise, the contractor shall arrange the same at the rates approved or at the rates to be mutually agreed upon incase the items are outside the list of items for which the rates have already been agreed to in the agreement.
- 5.5.4. The Contractor will have no objections if for any occasion an outside party is called for special catering at IPR.
- 5.5.5. The contractor shall rotate the menu so as not to repeat same items during the week.
- 5.5.6. The contractor shall serve consistently good quality tea, coffee, lunch/dinner, snacks, beverages etc. to the guests of IPR and shall provide the services 24 x 7. The contractor will ensure and observe the following strictly:
- 5.5.7. Pantry services will be required to be given at IPR Additional Office Building. The contractor will be required to deploy adequate manpower for the same and provide services like tea/coffee, cookies etc. to Director's Office, rooms of Deans, Committee rooms, Board Rooms and other places.

5.6. **STAFF:**

5.6.1. The contractor shall generally deploy the following category of professionally qualified staff with good experience as follows at guest house and the pantry. The contractor needs to indicate in below table the no. of persons he is going to deploy

5.6.2. to run the guest house and pantry services at IPR Campus.

S1. No.	Category of Staff for guest house	No. of persons contractor is going to deploy at Guest House on regular basis.
1.	Manager	
2.	Front Office Assistant	
3.	Head Cook	
4.	Asst. Cook	
5.	Service Boy for room service	
6.	Service Boy for Dining Hall	
7.	Housekeeping boy for Suite Rooms & other areas	

8.	Housekeeping boy for
	Executive Rooms
9.	Utility Boys
10.	Relievers

S1. No.	Category of Staff for Pantry	No. of persons contractor is going to deploy at Pantry on regular basis.
1.	Service Boy for kitchen	
2.	Service Boy for room service	

- 5.6.3. The persons thus deployed should be minimum 18 years of age, well trained, well-mannered and experienced. All the staff must be in a uniform and wear a badge for identification. The counter and service boys may wear the white/blue aprons. In addition, the cooks should also wear a white uniform Cap and Apron. The persons deployed should always wear clean clothes and appear neat & clean by proper haircut. The wearing of good quality hand gloves during service is a must. The contractor or his authorised representative shall have to remain available throughout the day for effective control and supervision of his staff and for any other requirement. Noncompliance of the above will entail a penalty of Rs.100/- each time the staff is found contravening these rules.
- 5.6.4. The contractor shall be responsible for complying with all the relevant statutory regulations. The contractor shall be solely liable for the consequences arising out of non-compliance of the provisions of any of the relevant statutory regulations.
- 5.6.5. The scope of work is to provide excellent guest house services and therefore the contractor is exclusively responsible for arranging manpower, material, finance and expertise required for running the guest house and therefore all the persons deployed by the contractor for the purpose of running the guest house shall be at the control of the contractor for all intents and purposes. No master and servant relationship shall exist between IPR and the persons deployed by the contractor.
- 5.6.6. The persons deployed by the contractor for the work should be free from any communicable/incommunicable disease and routine check-up should be done.

6. GENERAL RESPONSIBILITIES OF THE CONTRACTOR:

6.1. The contractor shall obtain necessary licence and maintain necessary registers as required under statutory regulations.

- 6.2. The CONTRACTOR shall visit IPR whenever he is called upon to do so by the authorized officials of IPR.
- 6.3. None of the persons deployed by the contractor shall be allowed to be in the premises during night- time or to use it for the residential purpose without the prior approval of IPR authorities.
- 6.4. All articles which are to be taken out or brought inside the premises shall be liable for security checks, through gate pass system or any other system in force from time to time which shall have to be complied with.
- 6.5. The contractor shall not use the premises for any other activities except the purpose for which it has been provided.
- 6.6. The contractor shall have to make his own transport arrangement for his staff and material.

7. QUANTITY/QUALITY OF THE FOOD MATERIAL AND SERVICES:

- 7.1. Complaints about the quality/quantity of the lunch/snacks/beverages etc. served in the cafeteria shall be investigated by the IPR Authorities. If on investigation it is found that any preparation is substandard in quality/quantity a penalty up to Rs.500/- shall be imposed on the contractor for each short-coming in a day. The decision of the CAO in this regard shall be final and binding on the contractor.
- 7.2. In case of persistent serving of substandard quality of items in the cafeteria by the contractor, the contract shall be terminable by one month's notice by the IPR. The decision of the IPR in this behalf shall be final and binding on the contractor.
- 7.3. For any reason, if the contractor does not run the guest house services and locks the premises without the permission of the IPR, the IPR Authorities shall be at liberty to break open the lock and make an inventory of the articles. Such an inventory shall be final and binding on the contractor in connection with any mutual claims. In such eventuality, the IPR shall also be at liberty to make alternative arrangements for providing guest house services at the sole risk and cost of the contractor.

8. NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

If at any time from the commencement of the contract, the IPR for any reason whatsoever does not require the whole or part of the services as specified in the contract, IPR Authorities shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the fulfillment of the contract in full but he did not derive in consequence of the full contract having not been carried out, nor shall he have any claim for compensation by the reason of any alterations having been made in the original contract.

9. PENALTY IN CASE OF FAILURES OF CONTRACTOR:

The contractor shall be liable for penalty in the following cases:

- (a) Penalty up to Rs. 500/- per lapse/per person/ per day incase of:
 - i. No proper record keeping of the guests.
 - ii. Making the guest to wait for longer duration at the reception for allotment of room.
- iii. Misbehaviour of any kind with the guests
- iv. Non timely remittance of cash to IPR accounts.
- v. Allotment of rooms without the authorization from Administration.
- vi. Improper Housekeeping and maintenance of all rooms
- vii. Unhygienic conditions in kitchen and dining area.
- viii. On receipt of any complaint about the quality or quantity of foodserved or the time taken for the same.
- ix. Using of the sub-standard F & B items or housekeeping material.
- x. Manager and staff not in proper uniform.
- xi. Not attending to telephone call.
- xii. Any act of omission/commission detrimental to the working of the guest house.
- b) Unauthorised usage of guest house facility or entertaining guests may lead to a fine and suitable action including termination of contract as decided by the competent authority.
- c) In case the contractor stops providing the services at the Guest House abruptly, in that case the entire security deposit amount will be forfeited and the amount spent to make the alternative arrangement would be recovered from him and whatever the penalty deemed fit by the Institute will be levied on the contractor

10. INSPECTION & SAFETY:

- a) The CONTRACTOR will visit all the premises before quoting and acquaint himself of the facilities available. If the CONTRACTOR quotes without acquainting himself of the facilities available at each of these premises, it will be deemed that he has visited and knows about the same. Under no circumstance can he plead his ignorance about the premises.
- b) The CONTRACTOR will ensure the safety of the persons deployed by him as well as the guest. He will give the required gadgets for safety and inspect or get inspected the kitchen and other areas. He is also responsible for the safety of the premises and gadgets provided along with the premises, at all times.

11. THEFT/PILFERAGE:

In case of any theft or pilferage of any of the belongings of the guests or that of the belongings of the guest house, it will be the primary responsibility of the Contractor. The Contractor must conduct the inquiry / investigation along with the administration of find the fact. The Contractor if need be in consultation with the Administration, lodge a

police complaint. However, if any of the persons of the contractor is found to be guilty of theft or due to the negligence of the contractors personnel the loss occurs to the guest, in that case the loss may be made good by the Contractor immediately or the same may be recovered by the Institute from the Security Deposit of the Contractor.

The Institute may apart from recovering the loss may over and above inflict a penalty as deemed fit in the case.

12. INDEMNITY AND GUARANTEE:

- a) That the CONTRACTOR shall at all times indemnify and keep indemnified the IPR and its officers, servants, guests and agents from and against all the third party claims whatsoever (including but not limited to property losses, theft, damages, personal accident, injury or death of/to property or persons of any sub-CONTRACTOR and or servants or CONTRACTOR and/or the IPR and the CONTRACTOR shall at his own cost and initiative at all times till the successful completion of the contract period, maintain insurance policies in respect of all insurable liabilities, under the Motor Vehicle Act, Workmen's Compensation Act, Fatal Accidents Act, Personal Injuries Insurance Act etc.
- b) The CONTRACTOR will indemnify IPR from all claims including theft claims, suits, inability & procedure which may be identified/initiated by the employees engaged by the CONTRACTOR shall keep IPR harmless from all such rules, procedure liabilities. The CONTRACTOR shall also indemnify IPR from all or any legal implication or consequences that may arise out of labour laws/rules/accidental claims and any consequence that may arise out of misconduct of any of his personnel. The decision of the Director, IPR in this regard shall be final and binding.

13. **GENERAL**:

If at any stage during the currency of contract, in any case involving moral turpitude, the CONTRACTOR or their employees is/are convicted, the IPR reserves the exclusive and special right to terminate the Contract and in such event the CONTRACTOR shall not be entitled to any compensation from IPR.

14. <u>RATE</u>:

[a] The contractor shall quote the rates in Annexure – A, B, C, D & E for providing good quality front office management, high quality housekeeping services, wholesome & quality food and beverages services and pantry services respectively on a regular basis. The rates agreed upon shall remain fixed during the tenure of the contract or extended tenure of the contract and no request for mid-

term revision of rates for any reason shall be entertained. GST as applicable shall be paid extra on submission of documentary evidence along with monthly bill(s).

- [b] The rates quoted by the CONTRACTOR in all the relevant annexures, shall deem to include all expenses whatsoever that the CONTRACTOR may be required to incur for preparing and providing food and services, housekeeping services and front office services.
 - [c] The rates will remain firm throughout the period of contract, however if contract is extended and there is unprecedented rise in price of raw material or the minimum wages, the Institute might at its sole discretion allow the increase based on price index and the minimum wages as applicable.
- [d] Under no circumstances, during execution of CONTRACTOR or upon it's termination, the CONTRACTOR shall be entitled to claim any indirect costs/ damages including loss of profit or claim towards idle manpower or wastage of food and it is an express term of the contract that the CONTRACTOR has waived it's rights, if any, to that effect.
- [e] Whenever official meetings are held and special lunch is ordered the rates mentioned in Annexure D would apply.
- [f] In the event of the IPR/Contractor adding any item(s) to the list given in the "Rate Schedule" after the commencement of the contract, the prices shall be got approved from the IPR Authorities.

(15) EVALUATION CRITERIA:

The price-bids of technically qualified parties shall be opened as per the date &time, which shall be notified separately. The lowest offer of technically qualified party (L1) shall be accepted based on the gross total of rates quoted by Contractor for Front Office Management (Annexure-A), Housekeeping services (Annexure-B-1), Breakfast Indian, Beverage &food (Annexure-C-2,C-25&26, C-32), Special lunch (Annexure-D-1) and Pantry service(Annexure-E-1) of price-bid. The quantities mentioned in Annexure-I for one month average consumption shall be taken into consideration to arrive at lowest bidder.

ANNEXURE - F

LIST OF CURRENT CLIENTS:

Sr. No.	Name, Address, Contact Person & Phone no. of Clients	Date of Starting of the Contract	Total no of Rooms	Period of contract

UNDERTAKING

I hereby undertake that the information provided above and elsewhere in the tender is true and the tender is liable to rejection if the same is found to be false or the information is found to be suppressed by me.

Date: (Signature & Seal of the bidder)

ANNEXURE - G

LIST OF PAST CLIENTS

Sr. No.	Mama Adduses Control Dones	Period of contract	Total no of Rooms	

UNDERTAKING

I hereby undertake that the information provided above and elsewhere in the tender is true and the tender is liable to rejection if the same is found to be false or the information is found to be suppressed by me

Date:	(Signature	Я _т	Spal	Ωf	the	hidder	١
Date:	ISIVIIALUIE	œ	oeai	U	une	Didder	

ANNEXURE - H

Furnish below the details of the cases against you/ your firm, if any, in any courts of India:

Sr. No.	Case No.	In Court of	Case in brief	Status of Case

UNDERTAKING

I hereby undertake that the information furnished above and elsewhere in the tender is true to the best of my knowledge and that I have not suppressed any facts.

Date:	(Signature & Seal of the bidder)
Date:	(Signature & Sear of the bidder)

Annexure-I Criteria for selection of lowest bidder

(Quantities mentioned below for one monthaverage consumptionshall be taken into considerationby adding all items from Sr. No.1 to 5)

(NOT TO BE COMPLETED BY BIDDER)

Sr.No.	Description	Quantity	Unit Price in Rs. from price bid	Total price for one month
1	Price quoted by bidder as per Annexure- A (Front office management)	Per month	XXXXXXX	XXXXXXX
2	Price quoted by bidder as per Annexure- B (1) (housekeeping)	1635 sq.mtr.	XXXXXXX	XXXXXXX
	Price quoted by bidder as per Annexure- B (2) (Overhead water tank cleaning)	1 No.	XXXXXXX	XXXXXXX
3	Price quoted for breakfast, beverage and food as per Annexure- C		XXXXXXX	XXXXXXX
	Breakfast Indian (C-2)	100	XXXXXXX	XXXXXXX
	Tea (C-25)	200	XXXXXXX	XXXXXXX
	Coffee (C-26)	50	XXXXXXX	XXXXXXX
	Lunch/Dinner - Indian Veg./Non.Veg. (C-32)	100	XXXXXXX	XXXXXXX
4	Special lunch as per Annexure- D-1	150	XXXXXXX	XXXXXXX
	As per Annexure-D-2- Mutton	10	XXXXXXX	XXXXXXX
	As per Annexure-D-3 - Chicken	70	XXXXXXX	XXXXXXX
	As per Annexure-D-4 - Fish	10	XXXXXXX	XXXXXXX
	As per Annexure-D-5 -Boneless chicken	10	XXXXXXX	XXXXXXX
	As per Annexure-D-6 - Egg curry	70	XXXXXXX	XXXXXXX
5	Pantry service as per Annexure- E-1 (Manpower)	Per month	XXXXXXX	XXXXXXX
	Pantry service tea (Annexure- E-2)	400	XXXXXXX	XXXXXXX
	Pantry service coffee (Annexure- E-3)	200	XXXXXXX	XXXXXXX
	Total price for one month for the consideration of the lowest bidder	Sum of Sr.N one month	No 1 to 5 for	XXXXXXXX
NI-4-	Quantities mantiaged above and apply for a			

Note - Quantities mentioned above are only for evaluation purpose as per present use and these may vary from time to time in future.

Date: (Signature & Seal of the bidder)