# **Online Bids**

are invited

for

providing Housekeeping and Catering Services in Gandhi Technology Alumni Centre (GTAC), IIT(BHU), Varanasi Tender No.: IIT/GTAC/18-19/257 dated 22.11.2018

Bid Submission Start Date: 22.11.2018

Bid Submission End Date: 13.12.2018

Site Visit : 29.11.2018 To 30.11.2018

Pre- Bid Meeting Date: 04.12.2018 Technical Bid Opening Date: 14.12.2018



Indian Institute of Technology (Banaras Hindu University) Varanasi-221005

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## **SECTION I**

## (NOTICE INVITING E-TENDER)

1. On behalf of the Director, IIT (BHU) Varanasi, online tender from eligible, experienced and financially sound Companies/Firms/Agencies for providing Housekeeping and Catering Services in Gandhi Technology Alumni Centre (GTAC), IIT (BHU), Varanasi is invited.

2. Tender Documents may be downloaded from Central Public Procurement Portal http://eprocure.gov.in/eprocure/app or IIT (BHU) website https://www.iitbhu.ac.in/tenders.

3. Bidders can access tender documents on the CPP Portal. They are required to select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website http://eprocure.gov.in/eprocure/app as per the time schedule given in this tender document. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website http://eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/eprocure.gov.in/

4. Bidders are advised to go through instructions provided at "Instructions for online Bid Submission". Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. The bidder should go through the tender documents/instructions carefully before submitting/uploading the bids.

5. No manual bids will be accepted. All bids (both Technical and Financial) should be submitted on the E- procurement portal on http://eprocure.gov.in/eprocure/app on or before the last date as mentioned in critical data sheet. Further, all communications should be addressed to The Coordinator, Gandhi Technology Alumni Centre (GTAC), Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, U.P.

6. The Institute shall not be responsible for any delay in submission of on line Bids. The Institute reserves the right to accept or reject any bid, cancel the tender without assigning any reason thereof. Institute's decision in this regard shall be treated as final. No correspondence in this regard will be entertained.

Further, the Earnest Money shall be forfeited, if it is found at any stage that information/particulars given by bidder are false.

7. Demand Draft/Cheque for an amount of Rs. 2000=00 (Rupees Two Thousand only) (nonrefundable) from Nationalized/ Scheduled bank drawn in favour of "Registrar, IIT (BHU)" payable at Varanasi has to be submitted offline and addressed to Coordinator, Gandhi Technology Alumni Centre (GTAC), Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, U.P. (Scanned copy of DD/Cheque in .pdf format to be uploaded online) towards tender processing fee failing which the bid will be rejected. Bidders are requested to write their name and full address at the back of the Bank draft / Bankers Cheque submitted.

8. The Earnest money Deposit (EMD) of Rs. 2,00,000=00 (Rupees Two Lakh only) shall be payable in the form of Demand draft drawn on Nationalized/ Scheduled bank in India in favour of "Registrar, IIT (BHU)" payable at Varanasi has to be submitted offline and to be addressed to The Coordinator, Gandhi Technology Alumni Centre (GTAC), Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, U.P. (Scanned copy of DD/Cheque in .pdf format to be uploaded online). Earnest Money will be refunded to unsuccessful bidders after finalization of the contract. After award of contract, the Company/Firm/Agency has to deposit 10% of total contract annual value as performance security deposit. Performance security should remain valid for 2 months beyond the date of completion of all contractual obligations.

9. The interested bidders can inspect the premises of GTAC between 10:00AM to 5:00PM on 29.11.2018 and 30.11.2018. The cost of such visit shall be borne by the Bidder. They may contact the Coordinator, GTAC, IIT (BHU) during office hours (10:00AM to 5:00PM) on any working day for ascertaining the job requirements and for getting any other additional information/clarification required by them.

10. Conditional bids shall not be considered and will be rejected summarily.

11. The Financial Bids of only those bidders who qualify in the technical bid will be opened after evaluation by a Committee constituted for the purpose. No bidder will be allowed to withdraw its bids after technical bids have been opened. If any bidder intends to withdraw after opening of technical bids, its EMD will be forfeited.

12. The Institute reserves the right to reject any or all the bids submitted by the bidders at any time or relax/withdraw/add any of the terms and conditions contained in the Tender Documents without assigning any reason thereof.

13. Any subsequent Updates, Addendums, Corrigendums etc, if any, will be published only on the website http://eprocure.gov.in/eprocure/app and www.iitbhu.ac.in. All bidders are required to regularly check the websites for any updates.

Date of Issue/Publication of E-Tender Notice	22-11-2018 (13:00 Hrs)
Bid Document Download Start Date	22-11-2018 (13:00 Hrs)
Site Visit	29-11-2018 to 30-11-2018 (During Office Hour i.e. From 10:00 Hrs to 17:00 Hrs)
Last Date and Time for submitting e-mail queries regarding technical specifications and other conditions of tender document	01-12-2018 (17:00 Hrs) (Kindly note that all queries are to be sent on the e-mail address given at the bottom row of this sheet. No e-mail queries shall be entertained after the aforementioned date and time.)
Pre-Bid Meeting Date, Time & Venue (All E- Mail queries received shall be discussed in the Pre-Bid Meeting in the presence of Prospective Bidders)	04-12-2018 (12:00 Hrs)
Bid Document Download End Date	13-12-2018 (16:00 Hrs)
Last Date and Time for Uploading of Bids	13-12-2018 (16:00 Hrs)
Technical Bid Opening Date	14-12-2018 (16:30 Hrs)
Tender Processing Fees (Non Refundable)	Rs.2000=00
Earnest Money Deposit	Rs.200000=00

## **CRITICAL DATA SHEET**

Address For Communication	The Coordinator Gandhi Technology Alumni Centre (GTAC) Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, U.P. Email: coordinator.gtac@itbhu.ac.in
Contract Duration	Initially for one year (Further extendable for two more year on satisfactory performance to be reviewed and assessed at the end of every year)

Sd/-The Coordinator Gandhi Technology Alumni Centre (GTAC), Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005 E-mail: coordinator.gtac@itbhu.ac.in

## **SECTION II**

## **INSTRUCTION FOR ONLINE BID SUBMISSION**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL:http://eprocure.gov.in/eprocure/app). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant only to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information for submission of online bids CPP Portal obtained on the may be at http://eprocure.gov.in/eprocure/app.

#### **1.Registration**

- 1.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <u>http://eprocure.gov.in/eprocure/app</u>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- 1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 1.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

#### 2. Searching for Tender Documents

- 2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective "My Tender" folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 2.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### 3. Preparation of Bids

- 3.1 Bidder should take into account any corrigendum published, if any in respect of the tender document before submitting their bids.
- 3.2 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule as PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 3.3 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **Documents Comprising the Bid**

The **Two Bid System**, i.e. "Techno – Commercial Bid" and "Price Bid" to be prepared by the Bidder shall comprise the following:

# A) Techno – Commercial Bid (Un priced Bid): [Upload online scanned copies in PDF format]

i) Scanned copy of Bid Security (EMD) & Tender Fee.

ii) Scanned copy of Technical Bid (proforma given in Section – IX and other documents.
iii) Scanned copy of Pan Card, GST registration & National Electronic Fund Transfer Form (NEFT).

iv) Scanned copy of documents mentioned in Eligibility Criteria as per Section-VIII & IX.

v) Scanned copy of other relevant documents.

# **B) Price Bid: [Upload online in prescribed PDF format as per Bidding Document]** Price Bid duly filled up with all the details as per Section-IX.

It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents.

All pages of the Bid should be page numbered and indexed.

The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.

A Bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

### Note: All documents should be submitted in PDF format.

### 4. Submission of Bids

- 4.1 Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4.3 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Once the details have been completed, the bidder should submit it online. If the format of financial bid is found to be modified by the bidder, the bid will be rejected.

- 4.4 The server time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 4.5 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 4.6 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.7 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. And the date & time of submission of the bid with all other relevant details.
- 4.8 Kindly submit scanned PDF of all relevant documents.

### 5. Assistance to Bidders

- 5.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 5.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.

### 6. General Instructions to the Bidders

- 6.1 The tenders will be received online through portal <u>http://eprocure.gov.in/eprocure/app.</u> in. In the Technical Bids, the bidders are required to upload all the documents in **pdf format only**.
- 6.2 Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <a href="https://eprocure.gov.in/eprocure/app">https://eprocure/app</a> under the link "Information about DSC".
- 6.3 Bidders are advised to follow the instructions provided in the "Instructions to the Bidder for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <u>https://eprocure.gov.in/eprocure/app</u>.
- 6.4 Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app and www.iitbhu.ac.in. shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and Bid Security (EMD) would be forfeited.

## **Instructions to Bidders**

## 1. Scope of Work

Scope of work is provided in Section VII of this document.

## 2. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Institute will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## 3. Tender Processing Fee

The tender processing fee (Rs. 2000/-) (non-refundable) from Nationalized/ Scheduled bank drawn in favour of "Registrar, IIT (BHU)" payable at Varanasi has to be submitted offline (Scanned copy of DD/Cheque in .pdf format to be uploaded online) towards tender processing fee failing which the bid will be rejected. Bidders are requested to write their name and full address at the back of the Bank draft / Bankers Cheque.

## 4. Earnest Money Deposit (E.M.D.)

The Earnest money Deposit (EMD) of Rs. 2,00,000=00 (Rupees Two Lakh only) shall be payable in the form of Demand draft drawn on Nationalized/ Scheduled bank in India in favour of "Registrar, IIT (BHU)" payable at Varanasi. Earnest Money will be refunded to unsuccessful bidders after finalization of the contract.

## 5. Content of Bidding Documents

- **5.1** The services required, bidding procedures and contract terms are prescribed in the bidding documents.
  - In addition to Invitation of Bids, the bidding documents shall include:
  - (a) Instructions for Online Bid Submission
  - (b) Instruction to Bidders (ITB);
  - (c) Introduction
  - (d) Definitions
  - (e) Details of Requirement
  - (f) Scope of Work
  - (g) Minimum Qualifications required for bidding
  - (h) Proforma for Technical & Financial Bid
  - (i) Evaluation Scheme
  - (j) General Conditions of Contract (GCC);
  - (k) Service Level Agreement
- **5.2** The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

### 6. Amendment of Bidding Documents

- **6.1** At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- **6.2** In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing their bids, if any, the Institute, at its discretion, may extend the deadline for the submission of bids.

## 7. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid shall be written in English language.

### 8. Documents Comprising the Bid

### 8.1 Techno commercial un-priced bid and priced Bids:

The bids are to be uploaded in two parts in .pdf format i.e. Techno commercial un-priced bid and priced Bids.

- (a) Techno commercial un-priced bid shall be submitted through CPP Portal. If the proof of Tender Processing Fee & EMD is not uploaded along with the technical bid, such bid will not be considered.
- (b) Priced bid.

## 8.2 Techno commercial un-priced bid:

Proforma for techno commercial un-priced bid is given at Section IX.

## 8.3 Price Bid

The price bid shall comprise the techno commercial bid along with the price component indicating the prices for each and every item. The scanned copy of completely filled financial bid in the proforma provided at Section IX is to be uploaded under cover 2 in .pdf format.

- (a) The prices quoted must be net per unit as shown in the Section IX. Quoted Service charges should be sufficient to meet out all the statutory deductions. If a firm quotes Nil charges/ consideration, the bid shall be treated as unresponsive and will not be considered.
- (b) The rate must be stated for each item separately both in words and figures. If there is a discrepancy between the price quoted in word and figures the higher price quoted will be treated as final.
- (d) The prices once accepted by the Institute shall remain valid till the successful execution of the contract and till supplies is fully effected and accepted or **12 months** from the date of acceptance of tender whichever is later. The Institute shall not entertain any increase in the rates during the period. However, in the event there is a reduction or increase in Government levy/duties/taxes during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/taxes/duty, if any.

## 9. Bid Currencies

Prices shall be quoted in Indian Rupees only.

### 10. Period of Validity of Bids

- **10.1** Bids shall remain valid for **180** days after the date of bid opening prescribed by the Institute. A bid valid for a shorter period shall be rejected as non-responsive.
- **10.2** In exceptional circumstances, the Institute may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify the bid.
- **10.3** Financial Bid evaluation will be based on the bid prices without taking into consideration the above modifications.
- **11.** The tender has to be submitted ONLINE before the due date. The offers received after the due date and time will not be considered. **No manual bids will be considered**.

### 12. Deadline for Submission of Bids

- **12.1** Bids must be received ONLINE not later than the time and date specified in the Invitation for Bids.
- **12.2** The Institute may, at its discretion, extend this deadline for submission of bids by amending the bid.

### 13. Late/Delayed Bids

The offers received after the due date and time will not be considered.

### 14. Modifications and Withdrawal of Bids

- **14.1** The Bidder may modify or withdraw its bid after the ONLINE bid's submission, as per the provision of CPP Portal.
- **14.2** No bid may be modified subsequent to the deadline for submission of bids. No documents will be accepted in support of essential pre-bid criteria after the last date of submission of bids.
- 14.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

### 15. Opening of Techno commercial un-priced Bids

All techno commercial un-priced bids (Cover 1) will be opened in the first instance.

### 16. Clarification of Bids

- **16.1**During evaluation of the bids, the Institute may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.
- **16.2** No Bidder shall contact the Institute authority on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Institute, it should be done in writing.
- **16.3** Any effort by a Bidder to influence the Institute's authority in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

### 17. Evaluation of Techno commercial un-priced Bid

- **17.1** Prior to the detailed technical evaluation, the authority of the Institute will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations and meets all the essential criteria. If any bidder does not meet the essential criteria as laid down in this bid document, then his bid will be summarily rejected. No documents will be accepted in support of essential criteria after the last date of submission of bids.
- **17.2** The bidders short-listed by the Institute based on meeting the essential criteria and detailed evaluation regarding satisfying the technical criteria laid down in this tender document may be called for detailed discussions with a team selected for the purpose, at a specified date, time and venue, if needed.

## 18. Opening of Price Bids

- **18.1** Price Bids of only those bidders who meet the essential criteria and whose techno commercial un-priced bids have been found to be eligible and substantially responsive will be opened.
- **18.2** The price Bids of the technically qualified bidders shall be opened in the presence of the tender committee.

### 19. Evaluation and Comparison of priced Bids

**19.1** Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, whichever is the higher of the two shall be taken as bid price. If the Vendor does not accept the correction of errors, its bid will be rejected.

### 20. Institute's right to accept any bid and to reject any bid or all bids

The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Institute's action.

## 21. Award Criteria

The Bidder/Company/Firm/Agency achieving the highest combined technical and financial score after giving weightage as mentioned in Section X will be declared qualified. In case of tie, the bidder having higher financial marks will be declared successful.

### 22. Notification of Award

Prior to the expiration of the period validity, the authority of the Institute will notify the successful Bidder in writing by e-mail, to be confirmed in writing by e-mail/speed post or hand delivered letter, that its bid has been declared qualified.

### 23. Fall clause

- **23.1** The price quoted by the bidder should not be higher than the maximum retail price, if any, for the stores and the same shall not be higher than the price usually charged by the bidder for stores of the same nature, class or description to any other procuring entity.
- **23.2** The price charged for the stores supplied under the contract by the Company shall in no event exceed the lowest price at which the Company sells the stores of identical description to any other person during the period till performance of all contractual obligaation placed during the currency of the contract is completed. If at any time during the period the Company reduces the sale price of such stores or sells such stores to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the Institute and the price payable under the contract for these items of stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.
- **23.3** If it is discovered that the Company has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the Institute to (a) revise the price at any stage so as to bring it in conformity with sub-clause (23.1) above, or (b) to terminate the contract with recovery of loss.

## SECTION IV

### Introduction

1. Indian Institute of Technology (BHU), an Institute of National Eminence under the Ministry of Human Resource and Development, Government of India requires the services of a reputed, well established and financially sound Housekeeping Company/Firm/Agency for providing Housekeeping and Catering services for its Gandhi Technology Alumni Centre. Gandhi Technology Alumni Centre (GTAC) is located at near Limbdi Chauraha, IIT (BHU), Varanasi-221005. The Centre is spread over an area of 17937 sq. m. The total build up area is 2360 sq metre with a parking (cemented) area of 690 sq.m. The building consists of three floors. Salient features of the building are as under:

### **Ground Floor consists of:**

- a) 22 (Twenty Two) rooms + 1 (One) Suite
- b) Toilets: 24 (Twenty Four)
- c) Corridors: 4 (Four)
- d) Waiting Room, Reception, Main Entrance, Dining Room one each

### **First Floor consists of:**

- a) 22 (Twenty Two) rooms + 3 (Three) Suite
- b) Toilets: 26 (Twenty Six)
- c) Corridors: 4 (Four)
- d) Seminar Hall: 1 (One)

### Second Floor consists of:

- a) Rooms: 24 (Twenty Four)
- b) Toilets: 24 (Twenty Four)
- c) Corridors: 4 (Four)
- d) Terrace: 1 (One)
- The interested bidders can visit and inspect the site i.e. premises of GTAC, IIT (BHU) on 29.11.2018 and 30.11.2018 between 10:00AM and 5:00PM.
   They may contact the Coordinator, GTAC, IIT (BHU) during office hours on any working day for ascertaining the job requirements and any other additional information/clarification required by them.
- 3. A pre-bid meeting with the prospective bidders will be held on 04.12.2018 at 12:00 Noon to apprise the bidders about the GTAC operation, expectations of the

Institute and to familiarize them with the scope of work and obligations in the proposed contract. The prospective bidders, desirous to bid, should visit the Gandhi Technology Alumni Centre and acquaint themselves with the scope and schedule of work, supervision and commitment needed on or before the date set for the pre-bid meeting.

4. The Institute shall arrange fully furnished room with Air Conditioners, Stabilizers, TVs, Geysers, curtain, blanket, mirror, towels, bed sheets, pillow, pillow covers, wall clock, table lamp etc. phone connection, internet connection, wifi, power extension, electrical fittings, tube lights, bulbs, fans etc. All the payments like electricity charges, water charges, internet bills, house tax, cable TV connections and monthly subscriptions etc. shall be borne by the Institute. All repair and maintenance charges of GTAC building, fire fighting equipments other than cleaning equipments as mentioned in this tender document will be borne by the Institute.

IIT (BHU) will hand over to the Service Provider, materials like beds, cots, chairs, tables, mixer/grinder fridges, kitchen equipments', machineries' etc. and the Service Provider has to agree to keep proper acknowledgement and Service Provider shall take care to maintain these items properly. Malfunctioning of any equipment shall not to be entertained as excuse for unsatisfactory services. Upon end of contract / termination thereof, the Service Provider is liable to return the same to IIT (BHU) in good working condition barring normal wear and tear. For shortage/misplacement/theft/breakage/damage etc., replacement cost of the items will be recovered from the bill of the ensuing month or security deposit of the Service Provider as the case may be.

### SECTION V

## **Definitions:**

- 1. "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers;
- 2. "Bidder" (including the term 'tenderer', 'consultant' or 'Service Provider' in certain contexts) means any eligible firm or company or agency participating in a procurement process with a Procuring Entity;
- 3. "(Standard) Bid(ding) documents" (including the term 'tender (enquiry) documents' or 'Request for Proposal Documents' RfP documents in certain contexts) means a document issued by the Procuring Entity, including any amendment thereto, that sets out the terms and conditions of the given procurement and includes the invitation to bid;
- 4. "Bid security" (including the term 'Earnest Money Deposit'(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the solicitation documents.;
- 5. "Competent authority" means the officer(s) who finally approves the decision.
- 6. "e-Procurement" means the use of information and communication technology (specially the internet) by the Procuring Entity in conducting its procurement processes with bidders for the acquisition of goods (supplies), works and services with the aim of open, non discriminatory and efficient procurement through transparent procedures;
- 7. "Notice inviting tenders" (including the term 'Invitation to bid' or 'request for proposals' in certain contexts) means a document and any amendment thereto published or notified by the Procuring Entity, which informs the potential bidders that it intends to procure goods, services and/or works.;
- 8. "Outsourcing of Services" means deployment of outside agencies on a sustained long term (for one year or more) for performance of other services which were traditionally being done in-house by the employees of Organisation (e.g. Security Services, Horticultural Services, Janitor/Cooking/Catering/Management Services for Hostels and Guest Houses, Cleaning/Housekeeping Services, Errand/Messenger Services and so forth).
- 9. "Procurement Contract" (including the terms 'Purchase Order' or 'Supply Order' or Withdrawal Order' or 'Work Order' or 'Contract for other services' under certain contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the supplier, Service Provider or Company/Firm/Agency on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country.

10. "Service" is defined as any subject matter of procurement other than goods or works, except those incidental or consequential to the service and includes physical, maintenance, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a Procuring Entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf.

## **SECTION VI**

# **Details of Service and Manpower Requirement:**

- 1. Services required in Gandhi Technology Alumni Centre (GTAC):
  - (i) Housekeeping Service
  - (ii) Catering Service
- 2. Requirement of following minimum manpower to be deployed shift wise as per the requirement for providing the service:

S.No.	Description of Manpower	Category	Minimum Qualification and Experience	Minimum Number Required
1.	Manager (Supervisor)	Highly Skilled	Degree in Hotel Management from recognized organization with minimum 3 years post qualification work experience in relevant field in any Industry/Reputed Hotel/Organization	One
2.	Chief Cook	Skilled	Degree/Diploma in Catering Technology from a reputed culinary academy/Institution and should possess thorough knowledge about different variety of food, cuisines and their presentation with minimum 2 year post qualification work experience in relevant field in any Industry/Reputed Hotel/Organization	One
3.	Assistant Cook	Skilled	Degree/Diploma in Catering Technology with 1 year post qualification work experience in relevant field in any Industry/Reputed Hotel/Organization	Тwo

4.	Receptionist	Skilled	Graduate degree with minimum 1 year hospitality experience in reputed Hotel/Organisation	Three
5.	Cleaning machine operator	Semi- skilled	I Intermediate with minimum 1 year housekeeping and cleaning machine service in any organisation	
6.	Housekeeper	Semi- skilled	Intermediate with minimum 1 year hospitality experience in reputed Hotel/Organisation	Seven
7.	Pantry Boys/Helper	Unskilled	One year experience of housekeeping in any organisation	Five
8.	Safaiwala (Unskilled)	Unskilled	One year experience of housekeeping in any organisation	Four
9.	Dishwasher	Unskilled	One year experience in any organisation	Тwo

**Note:** Man power required as above is not exhaustive one. Company/Firm/Agency may appoint additional qualified and competent workers as per the requirement and eligibility mentioned at para 2 of SECTION VI as above at their own cost, considering from 0 to 100% occupancy, to ensure that the services rendered by them are the best.

Further, it shall be the sole responsibility of the Service Provider to ensure that employees/workmen, deployed by him, fulfil the obligations undertaken by the Service Provider under this agreement. The Service Provider should ensure to maintain adequate number of manpower to meet the contractual obligation.

# **Brief Description of Required Skill/work to be performed for/by aforementioned manpower:**

### 2.1 Manager (Supervisor):

- Having great hospitality skill and providing exceptional guest experience
- Having leadership and teamwork skill
- Having operational efficiency, planning, monitoring and appraising skill
- Having quality of imparting training and team building
- Excellent telephone/e-mail etiquette
- Fluency in both Hindi and English language
- Maintain a positive demeanor and can-do attitude at all times
- Having quality of establishing strong working relationship with all area resources
- Good communication skills with all guests and passionate for giving prompt service
- Other skills which are required to perform the tasks of Management of Housekeeping services

## 2.2 Chief Cook:

- Possessing skills to prepare recipes to delight the guests
- Skills to develop new menus with improvising the existing ones
- Follow recipe and menu specifications
- Maintain the cooking premises clean and neat
- Basic knowledge of nutrition
- Monitor and support other cooking staff in preparing dishes and meals
- Adhere to quality in preparing recipes and meals
- Teach and train other cooking staff
- Maintain and manage kitchen, inventory and other requisite items
- Handling of day to day operational problems
- Communicate effectively with guests in both Hindi and English language
- Other skills which are required to perform the tasks of cooking services

## 2.3 Assistant Cook:

- Preparing dishes and meals of Indian Cuisines
- Maintaining cleanliness and Hygiene
- Familiar with safety rules in kitchen
- Knowledge about kitchen equipments and familiarization with their use in kitchen
- Preservation, storage and servicing of foods
- Accompaniment and garnishing
- Well versed in use of fire safety measures
- Cleaning of food utensils and other relevant equipments
- Other skills which are required to perform the tasks of cooking services

## 2.4 Receptionist:

- Having charming appearance and pleasing personality
- Able to greet everyone with a smile and a kind word
- Having excellent communication skill in both language i.e. in Hindi as well as in English and both in person and on telephone
- Possess basic technological skills like basic knowledge of photocopying machine, use of POS machine
- Having multitasking capability like not neglect anyone, not get overwhelmed or frustrated

## **2.5 Cleaning Machine Operator:**

- Cleaning, dusting, vacuuming, mopping
- Well versed on how to use the cleaning machine
- Basic knowledge of parts of cleaning machine
- Can adjust machine settings for different use at different places

### 2.6 Housekeeper:

- Possessing skills of making beds and changing linens
- Sweeping, polishing and mopping hard floors
- Keeping bathrooms stocked with toiletries and other supplies
- Cleaning mirrors and other glass surfaces
- Good communication skill

## 2.7 Pantry Boys/Helper

- Perform all tasks other than cooking in kitchen
- Preparation of kitchen before arrival of cooks
- Remove the required ingredients & clean and cut vegetables in advance
- Assists cooks in preparation of meals
- Clean all equipments used in the kitchen
- Serving foods to the guests, bed tea etc.
- Set up crockery for lunch, dinner etc.
- Promptly provide water on demand
- Notify material requirements to in charge
- Having idea of food safety and quality standards
- Communicate effectively with guest as well as in charge in a polite and humble language

### **Code of Conduct for manpower:**

The Service Provider shall strictly observe that its personnel:

- are always smartly turned out and vigilant.
- are punctual and arrive at least 15 minutes before start of their duty time.
- take charges of their duties properly and thoroughly.
- perform their duties with honesty and sincerity.
- read and understand their post and site instructions and follow the same.
- extend respect to all Officers and staff of the IIT (BHU).
- will not drink on duty, or come drunk and report for duty.
- will not gossip or chit chat while on duty.
- will never sleep while on duty post.
- will not read newspaper or magazine while on duty.
- will immediately report if any untoward incident / misconduct or misbehaviour occurs, to Service Provider and the authorities of IIT (BHU).
- will not smoke in the office premises.
- uphold dignity of women.

Violation of any of the above code of conduct shall attract penalty as per Institute norms.

### **3** Other Services required:

Apart from the Services and skills described as above, washing of covers, curtains, bedsheets, pillow covers, towels etc. used in dining room, guest rooms and other places of GTAC are also required to be cleaned timely.

### **4** Machines required for Housekeeping:

- a) Dry Vacuum Cleaner (Three pieces)
- b) Wet Vacuum Cleaner (Three pieces)
- c) Polishing machine to shine the floors (One Piece)
- d) Scrubbing machine (One Piece)
- e) Other machines required for Housekeeping

### Scope of Work

### A. Scope of Work for Housekeeping Services

The Company/Firm/Agency shall required to undertake all types of work round the clock on all days of the year viz. cleaning, dusting, toilet cleaning, etc. in general and following works in particular:

## 1 Daily Work:

- 1.1 Maintenance and cleaning of all the rooms on daily basis (with toilet cum bath room), kitchen, dining hall, glass window pane, and all fixtures/furniture at the GTAC including the Committee room on the ground floor/first floor/second floor. A daily report will be maintained by the Manager Housekeeping and a copy of which will be sent to the office of GTAC for records.
- 1.2 Wet mopping of corridors with necessary detergents (Harmless ISI mark chemicals).
- 1.3 Dusting and cleaning of stairs and railings.
- 1.4 All toilets in the premises should be cleaned.
- 1.5 Collecting wastes and garbage and deporting it to the dumping areas.
- 1.6 Office of GTAC will provide required amount of water for cleaning purposes.
- 1.7 Bedroom bed sheets and towels will be changed everyday whenever rooms are in use. A floor register shall be maintained for this purpose.
- 1.8 The Company/Firm/Agency at his own expenses shall arrange all cleaning materials for cleaning and include them in monthly bill for payment.
- 1.9 Liquid soap, tissue rolls, toilet paper, odonil, naphthalene balls, sanitary materials shall be provided by the Company/Firm/Agency at no extra cost when ever rooms are in use.
- 1.10 The Company/Firm/Agency shall provide laundry service to the guests on payment basis as per the rates approved by the authority of IIT (BHU).
- 1.11 Toiletries items to be supplied daily in a sachet (shampoo + oil + soap) etc., daily supply can be on the basis of usage of room i.e. one sachet per person per day. A liquid hand wash and a pair of slipper are also required in each room.
- 1.12 Use of Mosquito repellent spray

### 2 Weekend Work:

- 2.1 Dusting of ceilings, walls, tube lights, light shades, frames etc. in corridors.
- 2.2 Cleaning of glasses of all windows internally and externally.
- 2.3 Cleaning of furniture and office equipments
- 2.4 Brushing and washing of floors with shining machines.
- 2.5 Removing cobwebs.
- 2.6 Mosquito repellent, anti mosquito spray, rodent and pest control etc. shall be done on weekly basis at no extra cost.
- 2.7 Drainage, services repairs garbage disposals weekly report will be submitted to the office of GTAC.
- 2.8 Washing/cleaning of ceiling fans blade, cleaning of doors, switches.

## 3. Monthly /Fortnightly Work:

- 3.1 Cleaning of sofa set, covers, curtains will be done on monthly basis as per the requirement.
- 3.2 The Company/Firm/Agency should supply housekeeping consumables as per approved list. The consumables required will have to be stored at the store room to be provided by office of GTAC well in advance. The consumables should be of standard quality and the same may be verified by any Institute authority any time deployed for the purpose.

## 4. Emergency Work:

Cleaning and removing blockage in pipes in toilets and in building will be done on priority basis. The Company/Firm/Agency should act promptly and send a request to Institute Works Department for electrical and other works as and when such cases are reported.

Besides the above mentioned tasks, the Company/Firm/Agency shall be required to provide housekeeping services up to highest standard for all rooms during the hosting of several Institute's events.

## 5. Other Works:

Guest accommodation management including management of reception and office round the clock on all days of the year, maintenance of register, billing, opening of rooms for bonafide occupants, basic room service like making provision of drinking water etc.

The Service Provider should also provide laundry services to guests on payment basis at rates approved by the IIT (BHU).

Any violation, laxity, negligence and laziness in providing above services shall attract penalty including financial penalty.

## B. Scope of work for Catering Services

- 1. It will be the responsibility of the Service Provider to provide breakfast/lunch/dinner as well as morning/evening tea/coffee to the guests well in time.
- 2. The Service Provider shall supply additional lunch/dinner as requested by the Departments/units on a chargeable basis. Such requests will be placed, as for as possible, 1 day in advance.
- 3. The Service Provider shall also be asked to supply and serve special lunch/dinner for departments/units as requested, on fixed rates duly approved by the competent authority of IIT (BHU).
- 4. The Service Provider shall be responsible for making arrangement for cleaning and washing of the cutleries, crockeries and other utensils used for preparing and serving coffee/tea/break-fast/lunch/dinner.
- 5. The Service Provider is permitted to utilize the kitchen and store available in GTAC for the purpose of cooking/storing the necessary vegetables/groceries. Cooking for regular breakfast/lunch/dinner must be done in the GTAC kitchen only. The Service Provider shall keep the storeroom, kitchen, and dining area clean.

- 6. The Service Provider shall maintain the account of the number of breakfast/lunch/dinner provided on a per day basis and submit the bill to the Institute at the end of every month.
- 7. The Service Provider is responsible for charging the guests for the number of breakfast / lunch / dinner /coffee / tea they have ordered as per the approved rates. The Service Provider has to arrange himself all the requisite items for cooking, cleaning materials, labourers for cooking (assistants, skilled, and other staff).
- 8. Dining hall/Kitchen/Cafeteria service shall be rendered in hygienic condition by trained chefs, cooks, cleaners etc. Appropriate pest-control treatment in kitchen/store- room areas must be undertaken periodically (once a week).
- 9. Meals should be provided as per the menu and rates as fixed by the Institute. The menu details are given hereunder for which the rate is to be mentioned in financial bid. Menu/rates should also be indicated for events or special occasions (viz., seminars, workshops, conferences, summer/winters schools etc.) on per head basis for Lunch / Dinner, for vegetarian dishes.
- 10. Kitchen items and utensils, except available in the GTAC, will be arranged by the Service Provider as per the requirement at no extra charge. Repair and maintenance of the items under Service Provider's control like gas stoves, refrigerator, water cooler, water purifier, bread toaster, mixer/grinder and other housekeeping and electrical equipment's etc., will be done by the Service Provider at no extra charge.
- 11. Sanitation in case of outbreak of epidemic or any such special circumstances will be the sole responsibility of the Service Provider.
- 12. The Service Provider has to ensure hygienic condition under which food is prepared.
- 13. The Service Provider has to ensure trained manpower to be deployed in the dining hall who are well mannered.
- 14. The eatables served by the Service Provider to the Guests shall be completely hygienic, free from any sort of adulteration or foreign ingredients etc. Dishes containing any foreign ingredient shall not be served.
- 15. All vegetables, fruits etc. used shall be fresh and shall not be rotten or overripe. The Service Provider shall be responsible for their hygiene and safety. Milk and milk products such as curd, yoghurt, cheese etc. shall be of good quality and should be prepared and served fresh. All the items being used shall be stored properly and used before the expiry. The Service Provider shall also maintain hygienic conditions in cooking/pantry area & dining/serving areas.
- 16. The Service Provider shall be required to adjust/change the timings as and when required depending upon the progress of any special event It shall be ensured that tea/coffee are served steaming hot.
- 17. The contractor will be exclusively responsible to meet and comply with all legal requirements with respect to food items prepared and sold by him, including with respect to raw material and ingredients incorporated therein, and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to preparation, storage, service and sale of food, including the provision of the Prevention of Food Adulteration Act, The Essential Commodities Act, The Weight & Measures Act and all rules, regulation and order framed there under, including safety and health of all consumers/residents under the said contract. The contractor should keep the owner indemnified from and against any claim of infection, food poisoning or illness arising from any bad, stale or defective food or materials provided as meals during the entire contract period.
- 18. The authority entrusted with the task, will check the quality of grains, oil, flour, fruits, vegetables and other provisions used in cooking. Any deficiency may lead to penalty. The Service Provider itself will be responsible for periodical inspection and submit a report in this regard to the office of GTAC.

The Service Provider shall submit in the prescribed format on a daily basis a checklist for maintenance of Catering service. In case of dispute regarding the service, quality or the quantity of the food stuff, tea/coffee and snacks served, the decision of the Institute will be final and binding.

Tentative menu for breakfast, lunch and dinner is as under:

Day	Breakfast	Lunch	Dinner
Monday	Aloo Paratha	Masoor Dal, Karela/Aloo Parwl, Lauki-Kofta, Dahi, Sweet-Rasgulla	Rajma, Veg Manchoorian, Mattha ka Aloo, Sweet- Chamcham
Tuesday	Kachori Sabji	Kadhi, Nutri-Grevi, Bangan Bharta, Sweet-Gulab Jamun	Urda Chana Dal, Lauki- Chaunka, Mashroom Do Pyaja, Sweet-Kheer
Wednesday	Upma, Poha	Rajma, Band Gobhi- Matar/ Nenua Sukha, Mix-Veg, Dahi, Sweet-Chamcham	Arhar Dal, Sarson-Soya/Methi Soya/Palak Sag/Bangan Bharta, Mixed-Kofta, Dahi, Sweet-Gulab Jamun
Thursday	Chola Bhatura	Hari Moong Dal, Lauki Chaunka, Shahi Paneer, Dahi, Sweet-Emarti	Mixed Dal, Aloo Parwal Sukha, Safed Chana Masala, Sweet-Kheer
Friday	Idli, Vada	Arhar Dal, Gobhi/Aravi (Ghuinya), Chilli Paneer, Dahi-Buniya, Sweet-Gulab Jamun	Lal Masoor Dal, Bhindi, Malai Kofta, Dahi, Rasgulla
Saturday	Sattu Paratha	Kali Masoor Dal Chaunka, Aloo Bangan Palak Sukha, Kadhai- Paneer, Dahi, Sweet- Emarti	Kali Masoor Dal Chaunka, Aloo Bangan Palak Sukha, Kadhai-Paneer, Dahi, Sweet- Emarti
Sunday	Aloo Paratha	Mixed Dal, Lauki, Shahi Paneer, Sweet-Kheer	Hari Moong Dal, Phool Gobhi, Palak Corn, Dahi Buniya

### Note:

- 1. Bread, butter, Jam, Corn flakes/Choko Milk, fruit/juice, coffee/tea, sweet/green chatni and pickles are to be provided daily in **breakfast**.
- 2. Tawa roti, basmati plain rice, seasonal salad, ankurit moong, papad, pickles and banana are to be provided daily in **lunch.**
- 3. Tawa roti, basmati plain rice, seasonal salad, boiled beans/broccoli with olive oil, papad, pickles and banana are to be provided daily in **dinner**.

## **SECTION VIII**

## MINIMUM QUALIFICATIONS REQUIRED FOR BIDDING

The bidders having following minimum qualification are eligible for bidding:

1. The bidder should have minimum 3 (Three) years of experience in providing housekeeping services, reception and room allotment, general maintenance services, catering services, etc. in Public Sector Undertakings/Central/State Government Departments/Central Research Organizations/Reputed Hotel/ Reputed Private Organisation for a minimum of 25 room Guest House. Preference will be given to bidders having ISO 9001:2008 certification.

2. The bidder should have at least 3 successful completed contracts of minimum 1 year duration each in providing housekeeping and catering services in last five years with minimum 25 rooms in PSUs/Central/State Government/ Central Autonomous Bodies/Central Research Organisation/ Reputed Hotel/ Reputed Private Organisation

3. The bidder shall have at least 1(One) ongoing similar contract for at least 25 or more rooms capacity in Public Sector Undertakings/Central/State Government Departments/Central Research Organizations.

4. The bidder/Company/Firm/Agency shall have an average annual turnover of Rs.1 crore or more (from housekeeping and catering services only) in the last three financial years.

5. The bidder/ Company / Firm / Agency should be registered with the appropriate registration authority(ies) (labour commissioner etc.) of the Uttar Pradesh State and Central Government, if any. Bids of the bidder/Company/Firm/Agency non- complying labour laws will be out rightly rejected.

6. The bidder/Company/Firm/Agency will have to provide details of Income Tax and Service Tax return of their firm for last three financial years (2015-16 to 2017-18).

7. The bidder/Company/Firm/Agency has to submit Proft & Loss Account/ Income and Expenditure Account along with Balance Sheet and Independent Audit report for the preceding three financial years (2015-16 to 2017-18).

8. The bidder /Company / Firm / Agency should have valid PAN and GST Number.

9. The bidder /Company / Firm / Agency should be registered with appropriate authorities under the Employees Provident Fund and Employees State Insurance Act.

10. Either the Registered Office or one of the Branch Offices of the bidder should be located in Uttar Pradesh.

11. The bidder /Company / Firm / Agency should have its own Bank Account.

12. The bidder /Company / Firm / Agency shall have to submit minimum qualification of staff to be deployed at GTAC, IIT (BHU) as per the minimum qualification given in Table under Para 2 of Section VI of this tender document.

13. The bidder /Company / Firm / Agency shall submit an affidavit stating that the agency has not been blacklisted by Central Government/ State Government/ any PSU in last three years.

Exemption to comply with any of the above criteria should be duly supported by the Government orders/ other Government documents.

Non compliance with any of the above conditions by the Service Provider will amount to noneligibility for the services for which tender has been floated and its tender will be rejected being non responsive.

Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose. All documentary proof must be listed on the letter pad of the company and enclosed in a cover, to be submitted with the technical bid.

## 1. <u>Proforma for Technical Bid</u>

## (For providing Housekeeping and Catering Services in Gandhi Technology Alumni Centre (GTAC), IIT(BHU), Varanasi) (Upload duly signed scanned copies of all documents in PDF format on online portal of CPPP)

1.	Name of Tendering Company/ Firm/ Agency (Attach					
			e of Registra			
2.	Name of Direc	ctor/Propr	ietor of Con	npany/Firm/A	Agency	
3.	Full Address of	Register	ed Office wi	th		
	(i) Telep	hone No.				
	(ii) Fax					
	(iii) E-ma	il				
4.	Full Address of operating/ Branch office with					
		hone No.	-			
	(ii) Fax					
	(iii) E-ma	il				
5.	Banker of Co	mpany/ F	Firm/Agency	with full Ac	ldress	
	(Attach	certified	copy of Ban	k Statement)		
6.	PA	N (Attac	h self atteste	ed copy)		
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10.	Number of years					
	and catering	g services	s with minim	num 25 room	s in	
	PSUs/Central/	State Gov	vernment/ C	entral Auton	omous	
	Bodies/Central Research Organisation/ Reputed Hotel/					
	Reputed Private Organisation (Attach self attested copy of					
	all relevant documents)					
11.	Details of successful completed contracts of minimum 1					
	year duration in providing housekeeping and catering					
	services in last five years with minimum 25 rooms in					
	PSUs/Central/					
	Bodies/Centra	l Researc	h Organisati	on/ Reputed	Hotel/	
	R	eputed Pi	rivate Organ	isation		
	S.No. De	etails of	Amount	Duration		
		client	of	of		
		along	Contract	Contract		
		with	(in Rs.)	(From		
	ac	ddress,		To)		
	tel	ephone				
	and e-					
	mail Id					
12.	Satisfactory	Certificat	te from last	Гwo Major C	lient	
13.	Details of equip					
	for houseke	1 01	· ·	with support	ing	
			ocuments			
14.	Income Tax returns for financial year 2015-16, 2016-17 &					
	2017-18					
15.	Total annual turnover financial year wise for preceding					

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	three years at least (Attach separate sheet as per the format					
16	T ( 1 1	Ŭ	ven below)	/ <b>F</b> '	/ .	
16.		er of employe				
17.		tating that the				
	been black I	isted by Cent		vernment/ PS	SU in last	
10			nree years			
18.		Declaration about non- involvement in fraud and corrupt practices (Duly signed and attested)				
19.		Details of Ea				
19.	6	i) Details of Ea	•	Deposit		
		i) DD No	).			
		iii) Amour	nt.			
		iv) Drawn				
20.	(-	Details of Te		sing Fees		
_0.	(·		leque No.			
	```	ii) Date				
		iii) Amour	nt			
	(1	iv) Drawn	Bank			
21.		ISO	Certification	1		
22.	Details of qualification of staff to be deployed at GTAC by					
	the Company/Firm/Agency manpower wise as per Section					
	S.No. Description Qualification Experience					
	of Staff       Ongoing similar contract for at least 25 room in					
23.						
		tral/State Go				
	Bodies/Ce	entral Researc	-	-	Hotel/	
		Reputed P	rivate Organ	isation		
	S.No. Details of Amount Duration					
	5.110.	client	Amount of	Duration of		
		along	Contract	Contract		
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		address,	(	To)		
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		and e-				
		mail Id				
23.		Any	other details	5		

Note: Bidders may annex separate sheets wherever required for furnishing above details. However, such sheets must be duly signed with seal and uploaded in .pdf format. Unsigned documents may lead to rejection of bids.

## Proforma for annual turn over (Attach audited documents)

Description	Financial Year	
Annual Turnover		
Profit before Taxe		
Profit after Tax		
Current Assets		
Current Liabilities		

Signature (in ink, with date) and Seal of Bidder/Tenderer

## (Company Letterhead of Bidder/Tenderer)

# **Declaration**

I, ...... Son/Daughter/Wife of Shri.....

Director/Partner/Proprietor/Authorised signatory of the Company/Firm/Agency.....

is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them;

3. The information/ documents furnished for this tender are true and authentic and are to the best of my knowledge and belief. I/ We, am/are aware of the fact that furnishing of any false information/ fabricated documents would lead to rejection of my/our tender at any stage besides any liabilities towards prosecution under the appropriate law.

Date:

Signature of the authorised person

Place:

Full Name

Seal

## 2. Proforma for Financial Bid

(For providing Housekeeping and Catering Services in Gandhi Technology Alumni Centre (GTAC), IIT(BHU), Varanasi) (Upload duly signed scanned copies of all documents in PDF format on online portal of CPPP) Part A

1. Name of the Service Provider:

S. No.	Description	Unit	Amount (in Rs.)	
1	Supplying and Engaging man power (Total amount for Minimum man power as per Section VI of the tender document) for providing Housekeeping and Catering Services in GTAC of IIT (BHU) (Rate must be as per the current minimum rates of wages including VDA for area "B" at Varanasi as per the order of Ministry of Labour and Employment, Govt. Of India and include EPF and ESI contributions also)	Per Month		
2	Admin./Service Charges (Details of expenditure for justification of service charges are to be provided separately as per proforma given below)	Per Month		
3	Uniform Charges (two sets for summer and two sets for winter)			
4	Washing Charges of Uniform	Per Month		
5	Cleaning Materials Charges as per Annexure I and Annexure II of this tender document	Per Month		
6	Toiletries supplied to Guests as per Annexure II of this tender document (Quote per set for 500 sets)			
7	Total (in Words)       (S.No. 1 to 6)			

## Signature (in ink, with date) and Seal of Bidder/Tenderer

**Note:** 1. Please note that the price should be quoted as per the above minimum quantity, if any per month but monthly billing will be on the basis of actual quantity used. Further,

taxes, if any, shall be paid in addition to the above rate to Company/Agency/Firm on monthly bill basis.

2. One Month means 30 calendar days.

**3.** Quoted price should be exclusive of all taxes. Taxes as applicable shall be paid extra to the Service Provider.

4. Quoted Service charges should be sufficient to meet out all the statutory deductions. If a firm quotes Nil charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

**5.** Following rates are prevalent in the Institute as per minimum rates of wages as per the order of Ministry of Labour & Employment, Govt. of India and are subject to amendment/modification in accordance with the subsequent order, if any of Ministry of Labour & Employment, Govt. of India:

S.No.	Category	Rates of wages including VDA per day for area "B" (in Rs.)
1	Highly Skilled	Rs. 673=00 per day
2	Skilled	Rs.612=00 per day
3	Semi Skilled	Rs. 522=00 per day
4	Unskilled	Rs. 462=00 per day

### Statement of Details of Expenditure for justification of service charges

S.No.	Particulars	Expenditure (in Rs. Per month)
1	On account of TDS	
2	Stationery	
3	Accounting & Administrative	
	Charges	
4	Cost of Recruitment Process	
5	Profit	

### Signature (in ink, with date) and Seal of Bidder/Tenderer

S.No.	Description	Unit Rate (in Rs.)	Minimum Quantity per month for which rate is to be quoted	Total Amount (in Rs.)			
1.	Tea (150 ml)		1500				
2.	Tea Bag		1500				
3.	Coffee (150 ml)		500				
4.	Breakfast		600				
5.	Lunch		1000				
6.	Dinner		1000				
7.	Special Lunch/Dinner		100				
8.	Snacks Packet (Two Sweets		100				
	and Two Namkeen)						
9.	Bottled Water (1L)		1000				
10.	Coffee, Tea, Sugar, Milk one sachet each		2000				
11.	Mosquito Refill		200				
12.	Battery Cell		200				
Laundry charges for items							
13.	Bed Sheet/Bed Cover		500				
14.	Pillow Cover		500				
15.	Bath Towel		500				
16.	Hand Towel		500				
17.	Blanket		500				
18.		Total 1 words)					

**Note:** Please note that the price should be quoted as per the above minimum quantity per month but monthly billing will be on the basis of actual quantity used. Further, taxes, if any, shall be paid in addition to the above rate to Company/Agency/Firm on monthly bill basis.

## Signature (in ink, with date) and Seal of Bidder/Tenderer

## 1. Evaluation Scheme

## A. <u>Technical Evaluation Scheme</u>

S.No.	Description	Criteria for Marks	Minimum marks required in each description for Qualifying in Technical Criteria	Maximum Marks
1.	Number of Years of experience in providing housekeeping and catering services with minimum 25 rooms in PSUs/Central/State Government/ Central Autonomous Bodies/Central Research Organisation/ Reputed Hotel/ Reputed Private Organisation	1 mark for 1 year of experience subject to maximum of 10 marks	3	10
2	ISO certification 9001:2008	5 marks for valid certificate	0	5
3	Number of successful contracts of minimum 1 year duration in providing housekeeping and catering services in last five years with minimum 25 rooms in PSUs/Central/State Government/ Central Autonomous Bodies/Central Research Organisation/ Reputed Hotel/ Reputed Private Organisation	2 marks for 1 contract each of minimum 1 year duration subject to maximum of 20 marks	6	20
4	Minimum turn-over of 1 crore annually for the last three years in housekeeping and catering services	3 marks for minimum turnover and 1 mark each for additional 1 crore subject to maximum of 5 marks	3	5
5	Minimum qualification of staff deployed by the outsourcing agency to GTAC, IIT (BHU)	1 mark for 1 staff having Degree in Hotel Management and Catering Technology and 0.5 marks for staff having Diploma in Hotel Management and Catering Technology subject to maximum of 10 marks	2.5	10
6	Total	murks	14.5	50

The technical committee will evaluate the proposals on various parameters as detailed above at Para 1.A. of Section X of this tender document based on the duly signed documents submitted in technical bid in .pdf format by prospective bidders. Bidders meeting the eligibility criteria and scoring a minimum mark as prescribed in each description as well as overall minimum of 14.5 marks (out of 50) will be declared technically qualified. The evaluation of the technical committee is final and binding.

Only the financial bids of technically qualified bidders will be opened.

### B. Financial Evaluation Scheme

The sum of Part A and Part B of financial bid will be taken. The financial bid having lowest sum having qualified in technical evaluation will be given the maximum score of 50. The financial bid of other bidders will be given marks as F=50xL/P where

F= Total Financial Score of the bid under consideration L=Lowest total price P=Price of the bid under consideration

### 2. Weight age:

Following weight age will be given to marks obtained in Technical Evaluation and Financial Evaluation:

- A) Technical Evaluation= 65%
- B) Financial Evaluation= 35%

After giving weightage as above, the Bidder/Company/Firm/Agency achieving the highest combined technical and financial marks (65% of marks obtained in Technical Evaluation + 35% of marks obtained in Financial evaluation) will be declared qualified. In case of tie, the bidder having higher financial marks will be declared successful.

### **GENERAL CONDITION OF CONTRACTS**

### 1. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

## 2. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to such standards as shall be the latest issued by the concerned Institution.

## 3. Use of Contract Documents and Information

- **3.1** The Service Provider shall not, without the Institute's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Institute in connection therewith, to any person other than a person employed by the Service Provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- **3.2** The Service Provider shall not, without the Institute's prior written consent, make use of any document or information except for purposes of performing the Contract.
- **3.3** Any document, other than the Contract itself, shall remain the property of the Institute and shall be returned (in all copies) to the Institute on completion of the Service Provider's performance under the Contract if so required by the Institute.

## 3.4 Patent Rights

The Service Provider shall indemnify the Institute against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

### 4. Submission of the bids.

- **4.1** All bids complete in all respect must be submitted online on or before the Bid Closing date and time as mentioned on Critical Data Sheet. Tenders received without earnest money etc. shall be rejected.
- **4.2** Tender documents are available on IIT (BHU) website: <u>www.iitbhu.ac.in/iitnotifications/purchase enquiries/</u> and Central Public Procurement Portal (CPPP) <u>https://eprocure.gov.in/eprocure/app</u>.
- **4.3** Interested bidders may submit their bid through Central Public Procurement Portal (CPPP) <u>https://eprocure.gov.in/eprocure/app</u>.

### 5. Other Conditions for bid submission

- 5.1 Any conditional bid shall not be considered and will be out rightly rejected in the very first instance.
- 5.2 The bidder shall quote the Technical and Financial bids as per the format enclosed for the same.
- 5.3 The earnest money will be forfeited if the bidder withdraws from the tender at any stage.
- 5.4 The bidder must include the list of Organisation where they have provided similar services at least in the last 3 years, along with name, phone and fax number of the contact person there, so that references for their services can be obtained, if required.

## 6. Other General Conditions

- 6.1 IIT (BHU) being an Educational Institution, the Service Provider will not allow or permit his employees to participate in any trade union activities or agitation in the premises of the owner.
- 6.2 All personnel/employees/workmen employed by the Service Provider shall be, preferably, in the age group of 21 50 with good health and sound mind. The personnel/employees/workmen of the Service Provider shall be liable to security screening by the Security Staff deployed by IIT (BHU).
- 6.3 The Service Provider shall appoint fully qualified and competent workers as per the requirement and eligibility mentioned at para 3 (b) above at their own cost, to ensure that the services rendered by them are the best.
- 6.4 The employees employed by the Service Provider shall always be under the direct and exclusive control and supervision of the Service Provider and the Service Provider may transfer its employees / workmen and in accordance with their needs in consultation with the Coordinator, GTAC. Adequate and necessary numbers of employees / workmen are deployed by the Service Provider for fulfilment of their contractual obligations under this agreement. It shall be the sole responsibility of the Service Provider to ensure that employees/workmen, deployed by him, fulfil the obligations undertaken by the Service Provider under this agreement and the Service Provider shall provide such employees/workmen at his own cost, with such equipment as may be considered necessary.
- 6.5 The successful bidder shall furnish the following documents in respect of the individual manpower who will be deployed to GTAC before the commencement of work:

a. List of Manpower short listed by Service Provider for deployment at GTAC containing full details i.e. date of birth,marital status, address etc.;

- b. Bio-data of the persons with passport size photograph
- c. Character certificate from a Gazetted officer of the Central / State Government.
- d. Police verification report
- e. Their deployment will be only after the clearance from the security unit of IIT BHU.
- 6.6 Any theft or damage caused due to negligence of the Service Provider shall be borne by the Service Provider. Appropriate amount of penalty after due consideration and

hearing will be imposed by Director, IIT (BHU) or an officer nominated by him on his behalf, and the same will be deducted from the monthly bill of the Service Provider.

- 6.7 The services will be provided round the clock on all days of the year (24 x 7 x 365) with sufficient number of manpower required to run the operation. Leaves of the contract employees of the Service Provider should be strictly as per the statutory norms. Any unauthorized absence of man power from the work place would be subject to penalty to the Service Provider.
- 6.8 The allotment of rooms (accommodation), in the GTAC will be done by the Coordinator, GTAC. The institute will introduce a web/IT based room reservation system/billing etc. which will be binding and acceptable to the Service Provider.
- 6.9 Room and catering charges will be collected by the Service Provider through POS machine, Debit/Credit Card and in case of cash deposit, the same will be deposited as per the procedure of IIT (BHU) on the same day, if collected before 15:00 hrs. Room charges including advance collected during Saturdays, Sundays and notified holidays should be deposited on next working day, failing which 18% simple interest per annum will be charged on the withheld amount from the Service Provider.
- 6.10 No Accommodation for workmen and Manager shall be provided by the Institute. The Service Provider shall have to make his own agreement for the lodging and boarding for their workmen.
- 6.11 The Service Provider or his representative will not allow any unauthorized person including company officials to stay in the GTAC. If at any time or during surprise check it is found that any unauthorized person is staying in the GTAC, the Service Provider will be directly responsible and a financial penalty of Rs.10, 000/- per day will be imposed on the Service Provider and the same will be recorded in the register.
- 6.12 IIT (BHU) will not be responsible for any injury, accident, disability, or loss of life to the Service Provider or to any of its personal that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the Service Provider. The Service Provider has to make his own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by them under their pay roll and submit a proof to this effect.
- 6.13 Compliance of policy regulation viz., payment of central government minimum wages act, employers liability act, contract labour (regulation & abolition) act, the workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, provident fund act, miscellaneous provision act and labour license of state and central government, as on the date in existence or revised/changes in the future, will be whole sole responsibility of the Service Provider. In this regard the Service Provider at all-time should indemnify IIT (BHU) against all claims and will maintain necessary books, logs, register, verification, returns, receipts, computerized database etc., mandatory as per the law and as per the government officer/labour enforcement

officer/regional provident fund commissioner, as and when required. Failure to comply such instructions will lead to imposition of fine by State/Government machinery and summary termination of contract and/or such other action as the Government may deem fit. A copy of all such compliances, statements, payments made to the statutory authorities etc., including registration number shall be provided to the IIT (BHU) authority for verification and record.

- 6.14 The Service Provider will be exclusively responsible to meet and comply with all legal requirements with respect to food items prepared and sold by him to the GTAC including with respect to raw material and ingredients incorporated therein, and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to preparation, storage, service and sale of food, including the provision of the Prevention of Food Adulteration Act, The Essential Commodities Act, The Weight & Measures Act and all rules, regulation and order framed there under, including safety and health of all consumers/residents under the said contract. The Service Provider should keep the Institute indemnified from and against any claim of infection, food poisoning or illness arising from any bad, stale or defective food or materials provided as meals during the entire contract period.
- 6.15 The selected Firm/Agency shall be solely responsible for the redressal of grievances of the persons employed. IIT (BHU) shall in no way be responsible for settlement of such issue.
- 6.16 IIT (BHU) shall not be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- 6.17 The manpower deployed by the Service Provider for the contract job shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, adhoc regular / confirmed employees of IIT (BHU) during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the Service Provider shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in IIT (BHU). The Service Provider should communicate the above to all the manpower deployed in IIT (BHU) by the Service Provider.
- 6.18 The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of the Tax Department, as amended from time to time and a certificate to this effect shall be provided to the Service Provider by IIT (BHU).
- 6.19 In case, the Service Provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IIT (BHU) is put to any loss / obligation, monetary or otherwise, IIT (BHU) will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 6.20 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between the parties, as

to the meaning, operation or effect of the contract or out of or relating to the contract or breach therefore, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute.

6.21 It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitrator at the time of invocation of arbitration under the clause. It is a terms of the contract that cost of an arbitration shall be borne by the parties them self. The venue of arbitration, if any, shall be at Varanasi. Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 and any statutory modification or reenactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

## 7. Terms of Payment:

The Compnay/Firm/Agency will be paid as per approved rate (award of contract/work order) on monthly basis by IIT (BHU) for the services provided on receipt of prereceipted bill (in triplicate, at accepted bill of quantities), after invoice entry and certification that the satisfactory services have been rendered during the month.

Attendance sheet, with signature/attendance status of persons deployed and verified (by the identified person of the Institute) shall be enclosed with the bill. A copy of challan for proof of EPF and ESI deposited and any other payments thereto contractual and statutory obligation, made in respect of such engaged employees from the previous month deputed for this service/work, must be enclosed by the Company/Firm/Agency, with the monthly bills. A certificate that previous month payments of the employees under the contract and payment to the supplier/general order vendors, if any, has been made and cleared in all respect shall be enclosed, along with the list/details of such disbursement.

Monthly payment will be made preferably within 15 days of submission of bills, in favour of the Company/Firm/Agency (in the name of the firm/agency, as per award of contract and agreement) after making necessary deductions (Income Tax/TDS, surcharge, other statutory taxes, losses, penalty etc.). Taxes (if applicable, as per rules) shall be paid on submission of documentary proof.

IIT (BHU) reserves the right to inspect all the payment related documents including statuary payments made by the Company/Firm/Agency in this regard at any point of time during the contract and the Company/Firm/Agency shall assist the authority of the Institute whenever inspection of records is done by the Institute's Authority. Any misbehaviour/non cooperation by the officials of the Company/Firm/Agency in this regard shall attract appropriate action including imposition of financial penalty by the Institute to the Company/Firm/Agency.

## 8. Legal

**8.1** Compliance of policy regulation viz., payment of central government minimum wages act, employers liability act, contract labour (regulation & abolition) act, the workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, provident fund act, miscellaneous provision act and labour license of state and

central government, as on the date in existence or revised/changes in the future, will be whole sole responsibility of the Service Provider. In this regard the Service Provider at all-time should indemnify IIT (BHU) against all claims and will maintain necessary books, logs, register, verification, returns, receipts, computerized database etc., mandatory as per the law and as per the government rules and make its available for inspection/verification to the concerned government officer/labour enforcement officer/regional provident fund commissioner, as and when required. Failure to comply such instructions will lead to imposition of fine by State/Government machinery and summary termination of contract and/or such other action as the Government may deem fit. A copy of all such compliances, statements, payments made to the statutory authorities etc., including registration number shall be provided to the IIT (BHU) authority for verification and record.

- **8.2** For all intents and purposes, the bidder shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed at GTAC, IIT (BHU) for the housekeeping and catering services.
- **8.3** The manpower deployed by the Service Provider for the contract job shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, adhoc regular / confirmed employees of IIT (BHU) during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the Service Provider shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in IIT (BHU). The Service Provider should communicate the above to all the manpower deployed in IIT (BHU) by the Service Provider.
- **8.4** The selected agency shall also be liable for depositing all taxes, levies, Cass etc. on account of service rendered by it to GTAC, IIT (BHU) to concerned tax collection authorities from time to time as per extant rules and regulations.
- **8.5** The selected agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same on demand to the concerned authority of IIT (BHU) or any other authority under Law.
- **8.6** In case, the Service Provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IIT (BHU) is put to any loss / obligation, monetary or otherwise, IIT (BHU) will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- **8.7** The selected agency will indemnify IIT (BHU) from all legal, FINANCIAL, statutory, taxation, and associated other liabilities.
- **8.8** To resolve any dispute/legal issue matter will be referred toDirector, IIT (BHU) or a person nominated by him. If any dispute/legal issues are not settled through arbitration, then legal jurisdiction would be Varanasi only.
- **8.9** Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach therefore, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute. Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

## 9. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## 10. Subcontracts

The Service Provider shall notify the Institute in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.

## **11.** Delays in the Service Provider's Performance

If at any time during performance of the Contract, the Service Provider or its sub-Service Provider(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Service Provider shall promptly notify the Institute in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Institute shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

## 12. Damages and Losses

Upon end of contract / termination thereof, the Service Provider is liable to return materials like beds, cots, chairs, tables, fridges, kitchen equipments', machineries' etc. to IIT (BHU) 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 of the Service Provider as the case may be.

## 13. Complaints

The Service Provider shall attend to all the complaints and address as early as possible

to

the satisfaction of IIT (BHU). The Service Provider will provide guest feedback forms in each room and collect it to tabulate/display the observations/feedback, grievances or risk and sit for monthly meetings with authorities of the Institute.

## 14. Force Majoure

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean, acts of god, war revolt, riots, fire, flood and act and regulations of the Government of India or any of its authorized agencies.

Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing

within 7(seven) days of the alleged beginning and ending therefore giving full particulars and satisfactory proof.

Time for performance or relative obligation suspended by the Force Majeure shall be extended by the period for which cause lasts or condoned by the Institute without any penalty. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option to authorize the contract in whole or part therefore at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances. For the period of force majeure, no amount shall be payable to the Service Provider.

## 15. Penalty

If the Service Provider fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Institute shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1% per week and the maximum deduction is 10% of the contract price of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the Institute may consider termination of the Contract.

Further, the Institute reserves the right to impose financial penalty to be deducted from the monthly bill for habitual short attendance of man power, non-maintenance of cleanliness and for violation of any other condition which may lead to non performance of contractual obligations.

S.No.	Description	Penalty
1.	Non maintenance of cleanliness in Rooms,	Rs. 500=00 per day
	Reception, Lobby, Corridor etc.	
2.	Non wearing of uniform	Rs. 100=00 per day per
		person
3.	Supply of Food other than that decided in the	Rs.200=00 per meal
	Menu	
4.	Laundry Default	Rs. 100=00 per day
5.	Sub standard Catering Service	Rs.1000=00 per complaint
6.	Habitual short Attendance	Rs.100=00 per day per
		person deduction in
		Admin./Service Charges
7.	Unauthorised absence of man power from the	2% deduction per day per
	work place	person from total monthly
		payable Admin./Service
		Charges

The quantum of penalty will be as follows:

Unforeseen and weird circumstances will be dealt separately and quantum of penalty will be decided by the Institute. The decision of the Director, IIT (BHU) will be final and binding in this regard.

## **16.** Termination of Contract

- 16.1 If the services of the Service Provider are not found satisfactory they will be issued a written notice for improvement by the IIT (BHU) authority. If satisfactory improvement is not found (within 2 weeks) after this notice, penalty for poor service as specified in the agreement, a final two months' notice will be issued to the Service Provider by the IIT (BHU) authority to terminate the contract without prejudice to any rights or privileges accusing to either party prior to such termination. During the period of notice both parties shall continue to discharge their duties and obligation.
- 16.2 IIT (BHU) reserves the right to terminate the contract by giving a two months' notice to the agency besides immediate termination of contract.
- 16.3 The Institute in any situation will not be under any obligation to pay compensation or make the payment for which services are not rendered.
- 16.4 In case of breach of any terms and condition of the contract, the Performance Security Deposit of the Service Provider will be liable to be forfeited, beside immediate termination of contract or other lawful action that may be taken against the Service Provider.
- 16.5 If the Service Provider, in the judgment of the IIT (BHU) has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, the IIT (BHU) may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part.

## **SECTION XI**

## Service Level Agreement

This agreement is made at Varanasi on ...... between the **Indian Institute of Technology (Banaras Hindu University), Varanasi** hereinafter to be called the **First Party** through its Director or his representative and M/s ..... hereinafter to be called the **Second Party** (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee).

Whereas the Indian Institute of Technology (Banaras Hindu University), Varanasi hereinafter to be called the First Party through its Director or his Representative, on the one part is on the lookout for a suitable party for providing Housekeeping and Catering services for its Gandhi Technology Alumni Centre (GTAC).

Whereas **M/s** ...... hereinafter to be called the **Second Party** (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) on the other part has quoted for providing Housekeeping and Catering services at Gandhi Technology Alumni Centre (GTAC) at the rates, agreeable to the First Party, to carry out the work to the satisfaction of the First Party on the terms and conditions herein contained and the rates approved by the First Party inclusive of all taxes, levies, duties and cess etc. for each type of manpower have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the security deposits.. Both the parties hereby agree on the terms and conditions set out hereinafter before the witnesses as set forth herein.

## **1. PERIOD OF CONTRACT:**

The contract will be for a period of 1 (one) year initially. The First Party may renew/extend the contract for such further period(s), as it may deem proper and in any case not exceeding 2 (two) year (one year each) from the date of completion of initial contract of one year, having regard to the quality and manner of the Second Party performance. However, it shall be with consent/written request by the Second Party in this regard.

However, First Party reserves its right to terminate the agreement by giving two months' notice at any time during currency of the contract if the service of the agency is not satisfactory as per the opinion of first party or its representative.

## 2. MANPOWER REQUIRED:

i. The Second Party shall provide the manpower as specified in the Section VI of the tender document for different positions.

- ii. The Second Party shall maintain the list of all persons engaged by it and direct to work together with a copy of their latest photograph, as per requirement of the First Party at the premises decided by the First Party.
- iii. The Second Party shall issue identity card, dress materials, equipments and other necessary articles needed for the entrusted work to all their persons as per the Contract Labour Regulation Act-1970 as amended from time to time and any other law of the land.
- iv. Only such of the persons of the Second Party as are previously authorized will be allowed entry at the premises of the First Party on production of identity card.
- v. The Second Party shall withdraw forthwith the person/persons either suo-motu or as desired by the First Party, if he/they, is/are found no longer desirable to work on the premises of the First Party.
- vi. Minimum number of the manpower required to be provided by the Second Party are as under:
  - (a) Manager (Supervisor) One
  - (b) Chief Cook- One
  - (c) Assistant Cook- Two
  - (d) Cleaning machine operator (Semi skilled)- Three
  - (e) **Receptionist-** Three
  - (f) Housekeeper- Seven
  - (g) Pantry Boys/Helpers- Five
  - (h) Safaiwala (Unskilled)- Four
  - (i) Dishwasher- Two

Man power required as above is not exhaustive one. Second Party shall appoint fully qualified and competent workers as per the requirement and eligibility mentioned in Section VI of the tender document, to ensure that the services rendered by them are the best.

Further, adequate and necessary numbers of employees / workmen are to be deployed by the Second Party for fulfilment of their contractual obligations under this agreement. It shall be the sole responsibility of the Second Party to ensure that employees/workmen, deployed by him, fulfil the obligations undertaken by the Second Party under this agreement and the Second Party shall provide such employees/workmen at his own cost, with such equipment as may be considered necessary.

- vii. The persons deployed for work should not be involved in any police case. Police verification certificate for the persons deployed for work has to be submitted by the Service Provider. A verification report in respect of all the personnel of Service Provider from the concerned police station of concerned residential areas should be submitted and also list of employees with bio-data of each employee posted to the Institute along with photo and thumb impression should be handed over to the designated officer of IIT (BHU). Any changes should be informed immediately.
- viii. The Second Party shall maintain all records and registers concerning attendance and wages of persons engaged by him as required by the various labour legislations in force from time to time and also ensure that they comply with their requirements in this regard.
- ix. The Second Party shall carry out supervision/overseeing of persons deployed in the First Party premises. The First Party shall not have any direct control over them. The First Party will have the right and discretion to ensure that work packages are carried out as per the contract and complete satisfaction of the First Party.
- x. The Second Party will ensure that these workers remain confined only to the assigned jobs and they should not involve or interfere in any other activities of the First Party.
- xi. The Second Party will ensure that persons deployed by the Second Party, who have to perform the work shall not join any union or interfere with internal working of the establishments of the First Party.
- xii. The Second Party will ensure monitoring and verification of daily attendance of the workers deployed by the Second Party at the premises of the First Party. The duty hours of the persons deployed shall be as desired by the First Party.
- xiii. The workers will be allowed for working rest of one day on continuous duty of 6 working days as per the provisions of the Contract Labour (Regulation & Abolition) Act-1970.
- xiv. The personnel deployed by the Second party at the premises of the First Party shall have no claim to become employees of the First Party and there will be no Employee and Employer relationship between the personnel engaged by the Second Party for deployment at the First Party.

## **3. PAYMENT OF WAGES**

- i. The payment of wages to the workers engaged by the Second Party for the assigned work shall be the sole responsibility of the Second Party in consideration of the work performed as per the agreement.
- ii. The payment of wages/allowances/ remuneration and other benefits admissible to persons employed by the Second Party for the job shall be the sole responsibility of the Second Party as their employer under law. The minimum wages payable to the workers deployed by the firm will be as per wages revised from time to time by the Ministry of Labour, Government of India

- iii. The Second Party shall be responsible for the compliance with regard to minimum wages, ESI, PF, Workmen Compensation Act etc. and for payment for any liability (ies) under such acts, and any other law of the land.
- iv. The monthly bill in duplicate along with necessary verifications/documents will be sent by the Second Party to the First Party for payment of wages to persons deployed by 1st week of every month. The payment of the same will be made by the First Party to Second Party after all deductions such as T.D.S., EPF, etc. as per rules, as amended from time to time.
- v. Workers engaged will be paid wages as per "Minimum Wages Act 1948" applicable to the Central Government establishments. These rates may be revised subject to approval of the First Party. The Second Party shall be responsible for submission of revised rates from time to time as communicated by competent authority. On revision of minimum wages by the Govt. of India, the Second Party shall be responsible for seeking approval of the revised rates from the First Party alongwith the copy of the order of competent authority for such revision. Any liability arising on account of delay in the same will lie on the Second Party.
- vi. The First party shall pay Service Charges to the Second Party \_\_\_\_\_\_ of the total consolidated wages at the time of payment of bill after ensuring necessary statutory deductions.

## 4. COMPLIANCE OF LAWS OF LAND:

- The Second Party shall be solely responsible for compliance of the various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to the personnel deployed by it at premises of the First Party or for any accident caused to them and the FIRST PARTY shall not be liable to bear any expense in this regard. The SECOND PARTY shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the FIRST PARTY for whatever reason. The SECOND PARTY shall also be responsible for the insurance of its personnel. The SECOND PARTY shall specifically ensure compliance of various Laws / Acts in force, including but not limited to with the following and their re-enactments / amendments / modifications:-
  - (a) The Payment of Wages Act 1936
  - (b) The Employees Provident Fund Act, 1952
  - (c) The Contract Labour (Regulation) Act, 1970
  - (d) The Payment of Bonus Act, 1965
  - (e) The Payment of Gratuity Act, 1972

- (f) The Employees State Insurance Act, 1948
- (g) The Employment of Children Act, 1938
- (h) The Motor Vehicle Act, 1988
- (i) Minimum Wages Act, 1948
- (j) The Industrial Disputes Act 1947
- (k) The Industrial Employment (Standing Orders) Act 1946
- (1) Pollution Control and Environment Protection Laws in force from time to time.
- ii. The Second Party shall obtain a license from the Labour Department of the Govt. of India of the region under the Contract Labour (Regulation & Abolition) Act-1970 and shall also have a separate ESI, EPF, Code number and shall be responsible to cover all their employees under ESI and EPF Acts. EPF and ESI will be paid by the First Party alongwith the first month bill and subsequently the same will be paid on monthly basis alongwith the bill only if deposit challan along with Electronic Challan Cum Receipt (ECR) issued by the Employees Provident Fund Organisation (EPFO) of the previous month is enclosed along with the bill. Any liability arising on account of the delay in same will lie solely on the Second Party.
- iii. The Second Party shall be legally liable and responsible for any contravention of any legal requirement and consequent liability with regard to persons deployed by him in connection with the work assigned to him by the First Party.
- iv. In the event of the contract not being performed or carried out to the satisfaction of the First Party, the First Party will be at liberty to terminate this agreement without any notice and/or compensation in lieu thereof.

## **5. PERFORMANCE SECURITY:**

The Second Party will have to deposit a security of Rs. 6.00 Lakhs in the form of F.D.R./Bank Guarantee in favour of "Registrar, IIT (BHU)", Varanasi. The performance security shall be released only after 60 days of completion of the contract or otherwise and if there is no dues/penalty recoverable from the Second Party. The amount shall be interest free in the form of security deposit for due and complete performance of the terms & conditions of this license. The said performance bank guarantee shall be valid for the period of license under the agreement. This security money will be refunded after 60 days of expiry of contract or its termination. The First Party shall be entitled to adjust any claim/ penalty/ due amount from the said security deposit.

## 6. MISCELLANEOUS:

- i. In case any damage is caused to the property or products of the First Party by the persons engaged by the Second Party under this contract or if any instance of theft takes place owing to the involvement of the persons or otherwise, the Second Party shall reimburse the cost of such damage to the First Party suitably.
- ii. The Second Party shall obtain proper license as required under the law and will be responsible for any violation of rules and regulations governing the same. Soon after, the job is completed; the Second Party shall take all the persons deployed by him from the premises of the First Party.
- 7. The Second Party shall be bound to provide full support and help in extinguishing any fire that breaks out anywhere in GTAC. In case, if it is due to mishandling or any other reasons by any person deployed by Second Party, the full damage will be recovered from the Second Party.

8. First Party being an Educational Institution, the Second Party will not allow or permit his employees to participate in any trade union activities or agitation in the premises of the owner.

9. All personnel/employees/workmen employed by Second Party shall be, preferably, in the age group of 21 - 50 with good health and sound mind. The personnel/employees/workmen of Second Party shall be liable to security screening by the Security Staff deployed by First Party.

10. Second Party shall appoint fully qualified and competent workers as per the requirement and eligibility mentioned in Section VI of the tender document, to ensure that the services rendered by them are the best.

11. The employees employed by Second Party shall always be under the direct and exclusive control and supervision of Second Party and Second Party may transfer its employees / workmen and in accordance with their needs in consultation with the Coordinator, GTAC of First Party. Adequate and necessary numbers of employees / workmen are deployed by Second Party for fulfilment of their contractual obligations under this agreement. It shall be the sole responsibility of the Second Party to ensure that employees/workmen, deployed by it, fulfil the obligations undertaken by the Second Party under this agreement and the Second Party shall provide such employees/workmen at its own cost, with such equipment as may be considered necessary.

12. The Second Party shall furnish the following documents in respect of the individual manpower who will be deployed to GTAC before the commencement of work:

a. List of Manpower short listed by Second Party for deployment at GTAC containing full details i.e. date of birth, marital status, address etc.;

b. Bio-data of the persons with passport size photograph

c. Character certificate

d. Police verification report

e. Their deployment will be only after the clearance from the security unit of First Party.

13. Any theft or damage caused due to negligence of Second Party shall be borne by Second Party. Appropriate amount of penalty after due consideration and hearing will be imposed by First Party through an officer nominated by it, and the same will be deducted from the monthly bill of Second Party.

14. The services will be provided round the clock on all days of the year  $(24 \times 7 \times 365)$  with sufficient number of manpower required to run the operation. Leaves of the contract employees of Second Party should be strictly as per the statutory norms. Any unauthorized leave availed would be subject to penalty to Second Party.

15. The allotment of rooms (accommodation), in the GTAC will be done by the Coordinator, GTAC of First Party. First Party will introduce a web/IT based room reservation system/billing etc. which will be binding and acceptable to Second Party.

16. Room and catering charges will be collected by the Service Provider through POS machine, Debit/Credit Card and in case of cash deposit, the same will be deposited as per the procedure of IIT (BHU) on the same day, if collected before 15:00 hrs. Room charges including advance collected during Saturdays, Sundays and notified holidays should be deposited on next working day, failing which 18% simple interest per annum will be charged on the withheld amount from the Service Provider.

17. No Accommodation for workmen and Manager shall be provided by the First Party. Second Party shall have to make his own agreement for the lodging and boarding for their workmen.

18. Second Party or his representative will not allow any unauthorized person including company officials to stay in the GTAC of First Party. If at any time or during surprise check it is found that any unauthorized person is staying in the GTAC, Second Party will be directly responsible and a financial penalty of Rs.10, 000/- per day will be imposed on Second Party and the same will be recorded in the register.

19. First Party will not be responsible for any injury, accident, disability, or loss of life to employees of Second Party or to any of its personal that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of Second Party. Second Party has to make its own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by it under their pay roll and submit a proof to this effect.

20. Compliance of policy regulation viz., payment of central government minimum wages act, employers liability act, contract labour (regulation & abolition) act, the workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, provident fund act, miscellaneous provision act and labour license of state and central government, as on the date in existence or revised/changes in the future, will be wholesole responsibility of Second Party. In this regard Second Party at all-time should indemnify First Party against all claims and will maintain necessary books, logs, register, verification, returns, receipts, computerized database etc., mandatory as per the law and as per the government rules and make its available for inspection/verification to the concerned government officer/labour enforcement officer/regional provident fund commissioner, as and when required. Failure to comply such instructions will lead to imposition of fine by State/Government machinery and

summary termination of contract and/or such other action as the Government may deem fit. A copy of all such compliances, statements, payments made to the statutory authorities etc., including registration number shall be provided to the First Party authority for verification and record.

21. Second Party will be exclusively responsible to meet and comply with all legal requirements with respect to food items prepared and sold by it to the GTAC including with respect to raw material and ingredients incorporated therein, and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to preparation, storage, service and sale of food, including the provision of the Prevention of Food Adulteration Act, The Essential Commodities Act, The Weight & Measures Act and all rules, regulation and order framed there under, including safety and health of all consumers/residents under the said contract. Second Party should keep the First Party indemnified from and against any claim of infection, food poisoning or illness arising from any bad, stale or defective food or materials provided as meals during the entire contract period.

22. The Second Party shall be solely responsible for the redressal of grievances of the persons employed. First Party shall in no way be responsible for settlement of such issue.

23. First Party shall not be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by Second Party in the course of their performing the functions/duties, or for payment towards any compensation.

24. The manpower deployed by Second Party for the contract job shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of First Party during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by Second Party shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in First Party. Second Party should communicate the above to all the manpower deployed in the premise of First Party by Second Party.

25. The Tax Deduction at Source (T.D.S.) from the monthly bill shall be made as per the provisions of the Tax Department, as amended from time to time and a certificate to this effect shall be provided to Second Party by First Party.

26. In case, the Service Provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof First Party is put to any loss / obligation, monetary or otherwise, First Party will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Second Party, to the extent of the loss or obligation in monetary terms.

27. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach therefore, shall be referred to a Sole Arbitrator to be appointed by the Director of First Party at the time of the dispute.

28. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitrator at the time of invocation of arbitration under the clause. It is a terms of the contract that cost of an arbitration shall be borne by the parties them self. The venue of arbitration, if any, shall be at Varanasi. Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

29. All correspondence pertaining to this contract shall be addressed to the authorized representative of the First Party.

30. All the litigations will be subject to the jurisdiction of courts at Varanasi.

31. The NIT (notice inviting tender), Bid documents (Technical and Financial), Schedule of requirement, Scope of work both for Housekeeping and Catering Services, General Conditions of Contract, approved rates and such other additional particulars, instructions, as may be found requisite to be given during execution of the service shall be deemed to be included in the expression "The Agreement". All the documents including online bid submitted during the process of tendering by the Second Party which has been duly accepted by the First Party and the Tender Document issued by the First Party for the purpose, shall be presumed to form the part of the Agreement.

M/s .....

for and on behalf Indian Institute of Technology (Banaras Hindu University) Varanasi

# Second Party Service Provider

## 1. Witness

(a)	Signature
(b)	Name
(c)	Address

# 1. Witness (a) Signature (b) Name (c) Address

**First Party** 

# 2. Witness2. Witness(a) Signature(a) Signature(b) Name(b) Name(c) Address(c) Address

# Annexure I

## List of Cleaning Agents to be used:

- 1. Dusting Cloth
- 2. Scrubbers with handle
- 3. All Purpose Cleaner
- 4. Dust pan
- 5. Window Glass Cleaner
- 6. Dust brushes
- 7. Window Applicator
- 8. SS Scorch pads/steel wool
- 9. Window Squeeze
- 10. Nylon brooms with sticks
- 11. Garbage bags large
- 12. Floor dust mops with holder
- 13. Garbage bags medium
- 14. Feather duster
- 15. Garbage bags small
- 16. Spray bottles
- 17. Air Freshener
- 18. Toilet brush
- 19. Insect Killer
- 20. Hand brush
- 21. Naphthalene Ball
- 22. Plastic buckets
- 23. Dettol
- 24. Extension pole for glass cleaning
- 25. Deodorant / fresheners
- 26. Garbage bins of different colours of 100 ltrs.
- 27. Toilet paper rolls 28. Harpic/Flush Clean
- 29. Single Disk Scrubber

# **Annexure II**

## **Items required for Bathroom Cleaning**

- 1. Liquid Soap (Dettol/Life boy/Lux)
- 2. Lizol/Domex Floor cleaner
- 3. Colin or Glass Cleaner
- 4. Duster Cloth
- 5. Soft Broom
- 6. Coconut Broom
- 7. Harpic
- 8. Mop Stick/PINZA Mop
- 9. Air Freshener/Odonil
- 10. Toilet napkins
- 11. Garbage Bag Big
- 12. Garbage Bag Small
- 13. Toilet Brush with Stand
- 14. Squeezer
- 15. Scrub Pad
- 16. Mugs
- 17. Dust Pan
- 18. Toilet Roll
- 19. Paper Napkins (Soft 2/4 ply)
- 20. Air Freshener/Spray Refill
- 21. Mosquito Spray
- 22. Detergent Cake
- 23. Detergent Powder
- 24. Baskets

# **Toiletries**

- 1. Moisturising Shampoo 20ml
- 2. Shower Gel 20 ml
- 3. Hand Wash 20ml
- 4. Ear Buds (2)
- 5. Toothpick (2)
- 6. Comb
- 7. Toothbrush

## **Annexure III**

## FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED COMMERCIAL BANKS (WHETHER SITUATED AT VARANASI OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT VARANASI) To,

The Registrar, Indian Institute of Technology (BHU), Varanasi-221005

## **LETTER OF GUARANTEE**

	WHEREAS	Indian Ir	stitute of 7	Technology (BHU),	Varanasi (Pro	ocuring Entity)	has
invited	tender vide	Tender N	lo	dated		for procuremen	t of
•••••			AND	WHEREAS the sa	id tender doct	ument requires	that
eligible	successful	l bidder	(Service	Provider)			•••••
wishing	5		to	S	upply		the
service							

This Bank further agrees that the decision of Indian Institute of Technology (BHU), Varanasi (Procuring Entity) as to whether the said bidder (Service Provider) has committed a breach of any of the conditions referred in tender document / Award of Contract shall be final and binding.

We, ...... (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the bidder (Service Provider) and/ or Indian Institute of Technology (BHU), Varanasi (Procuring Entity). **Notwithstanding anything contained herein:** 

2. This Bank Guarantee shall be valid up to .....(date) and

3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT (BHU), Varanasi serve upon us a written claim or demand on or before ......(date). This Bank further agrees that the claims if any, against this Bank

Guarantee shall be enforceable at our branch office at ..... situated at ..... (Address of local branch). Yours truly, Signature and seal of the guarantor: Name of Bank: Address: Date:

# **Annexure IV**

## **BID SUBMISSION**

## **Online Bid Submission:**

The Online bids (complete in all respect) must be uploaded online in **two** covers as explained below:

		Cover 1	
(Following documents to be provided as .pdf file)			
S.No.	Document	Content	File Types
1.		Completely filled in and duly signed	.pdf
		Technical Bid Proforma as provided in	
		Section IX of tender document,	
		Technical Compliance Sheet, Bidder	
		information form	
2.		Organization Declaration Sheet,	.pdf
		Compliance sheets for Essential	
		Criteria and Checklist given in tender	
		document	
3.	Technical Bid	Tender Acceptance	.pdf
4.		List of organizations/clients where the	.pdf
		services have been	
		provided along with their contact	
		number(s).	
5.		All other supporting documents as	.pdf
		required in Technical Bid as per	
		Section VIII & Section IX and	
		Technical Compliance Sheet given in	
		tender document	
6.		EMD and Tender fee submission proof	.pdf
7.		Other Documents, as required by	.pdf
		tender	
		Cover 2	
S.No.	Document	Content	File Types
1.	Price Bid	Duly filled and signed financial bid	.pdf
		proforma Part A as well as Part B as	
		per Section IX (Price Bid)	

# Annexure V

# **Technical Compliance Statement**

S.No.Description1.3 (Three) years of experience in providing housekeeping server reception and room allotment, general maintenance services, car services, etc. in Public Sector Undertakings/Central/State Government Departments/Central Research Organizations/Re Hotel/Reputed Private Organisation2.Details of successful completed contracts of minimum 1 year duration in providing housekeeping and catering services in la years with minimum 25 rooms in PSUs/Central/State Governme Central Autonomous Bodies/Central Research Organisation3.ISO 9001-2008 certification (Desirable only)4.At least 1(One) ongoing similar contract for at least 25 or	atering puted ear st five ment/
<ul> <li>reception and room allotment, general maintenance services, ca services, etc. in Public Sector Undertakings/Central/State Government Departments/Central Research Organizations/Re Hotel/Reputed Private Organisation</li> <li>2. Details of successful completed contracts of minimum 1 ye duration in providing housekeeping and catering services in la years with minimum 25 rooms in PSUs/Central/State Govern Central Autonomous Bodies/Central Research Organisation/R Hotel/ Reputed Private Organisation</li> <li>3. ISO 9001-2008 certification (Desirable only)</li> </ul>	atering puted ear st five ment/
services, etc. in Public Sector Undertakings/Central/State Government Departments/Central Research Organizations/Re Hotel/Reputed Private Organisation2.Details of successful completed contracts of minimum 1 ye duration in providing housekeeping and catering services in la years with minimum 25 rooms in PSUs/Central/State Governm Central Autonomous Bodies/Central Research Organisation/ R Hotel/ Reputed Private Organisation3.ISO 9001-2008 certification (Desirable only)	e puted ear st five ment/
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<ul> <li>Hotel/Reputed Private Organisation</li> <li>Details of successful completed contracts of minimum 1 yes duration in providing housekeeping and catering services in la years with minimum 25 rooms in PSUs/Central/State Governa Central Autonomous Bodies/Central Research Organisation/ R Hotel/ Reputed Private Organisation</li> <li>ISO 9001-2008 certification (Desirable only)</li> </ul>	ear st five ment/
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Hotel/ Reputed Private Organisation3.ISO 9001-2008 certification (Desirable only)	1
At least 1(One) ongoing similar contract for at least 25 or	
4. At least 1(One) ongoing similar contract for at least 25 of	r more
rooms capacity in Public Sector Undertakings/Centra	al/State
Government Departments/Central Research Organizations.	
5. Average annual turnover of Rs.1 crore or more ( preferably	
housekeeping and catering services only) in the last three fin	nancial
years	
6. Details of Income Tax and Service Tax return of their firm	for last
three financial years (2015-16 to 2017-18)	
7. Proft & Loss Account/ Income and Expenditure Account alon	
Balance Sheet and Independent Audit report for the precedin	g three
financial years (2015-16 to 2017-18)	
8. Valid PAN and GST Number	
8. ESI and EPF Registration Number	<u> </u>
10. Proof of either the Registered Office or one of the Branch Off	ices of
the bidder should be located in Uttar Pradesh	
11. Affidavit stating that the agency has not been blacklisted by (	Central
Government/ State Government/ any PSU in last three years	
12. Details of successful contracts of minimum 1 year duration	
providing housekeeping and catering services in last five yea	rs in
PSUs/Central/State Government/ Central Autonomous	. 1
Bodies/Central Research Organisation/Reputed Hotel/Repu	ted
Private Organisation           13.         Satisfactory Certificate from last Two Major Client	
13.Satisfactory Certificate from last Two Major Client14.Details of equipment available with the Bidder to be used for the state of the	for
housekeeping purpose along with supporting documents	
15. Total turnover financial year wise for preceding three years at	
(As per attached proforma)	. 10401
16. Declaration about fraud and corrupt practices (Duly signed	and
attested)	
17. Details of qualification of staff to be deployed at GTAC by	the
Company/Firm/Agency	

# Annexure VI

## FORMAT OF BANK GUARANTEE FORM

- 1. This guarantee should be furnished by a Nationalized Bank / scheduled Bank, authorized by RBI to issue a Bank Guarantee.
- 2. This bank guarantee should be furnished on stamp paper of Rs. 100/-
- **3.** The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.

-----

DATE: BANK GUARANTEE NO: Ref.: \_\_\_\_\_

To Indian Institute of Technology (Banaras Hindu University) Varanasi-221005

Dear Sirs,

In accordance with your 'Invitation to Bid" under your Tender No:

M/s:
herein after called the Contractor,
with the following Directors on their Board of Directors / partners of the firm.
1.     2.       3.     4.
Agrees for the contract:
As an irrevocable Bank Guarantee for an amount of
Rs(in words and figures) valid for
days from is required to be
Varanasi in the event of 1) the withdrawal or revision of the offer by the Bidder as a condition within the validity period. (2) non-acceptance of the Letter of Intent /Award of Contract by the bidder when issued within the validity period. (3) failure to furnish the valid contract performance guarantee by the bidder within one month from the receipt of the award of Contract and (4) on the happening of any contingencies mentioned in the bid documents such as
We, the Bank
having our Head office at (Local address)
Guarantee and undertake to pay immediately on first demand by IIT (BHU) the amount
of (in figure and words) without any reservation, protest, demur and recourse. Any such demand made by IIT (BHU) shall be conclusive and binding on the Bank irrespective of any dispute or difference. The guarantee shall be irrevocable and shall remain valid up to (This date should be 6 months after execution of the order).
If any further extension of this guarantee is required the same shall be extended to such
required period (not exceeding one year) on receiving instruction from
M/son whose behalf this
guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this \_\_\_\_\_day of\_\_\_\_\_ \_\_\_\_\_ at \_\_\_\_\_\_ witness

<u> </u>.

## WITNESS

(Signature)..... Name in (Block letters) Designation ..... (Staff Code No.) ..... (Bank's common Seal) Official address: Attorney as per power of Attorney No. Date:

# Annexure VII

## AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING FROM TAKING PART IN GOVT/PSU/CAB TENDER

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

I / We Proprietor/ Partner(s)/ Director(s) of M/S.------ hereby declare that the firm/company namely M/S.------ has not been blacklisted or debarred/ no Police Case or Vigilance enquiry pending or ever been punished by any Hon'ble Court/ no due towards income tax as on the date of the affidavit in the past by IIT(BHU), Varanasi or any other Government organization/PSU/Central Autonomous Body from taking part in Government/PSU/Central Autonomous Body tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/S. ------ hereby declare that the firm/company namely M/S.------ was blacklisted or debarred/ no Police Case or Vigilance enquiry pending or ever been punished by any Hon'ble Court/ no due towards income tax as on the date of the affidavit by IIT(BHU), Varanasi, or any other Government Department/PSU/Central Autonomous Body from taking part in Government tenders for a period of ------ years w.e.f.-----.

The period is over on------ and now the firm/company is entitled to take part in Government tenders. In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by IIT (BHU), Varanasi, and EMD/SD shall be forfeited. In addition to the above IIT (BHU), Varanasi, will not be responsible to pay the bills for any completed/ partially completed work.

Signature
Name
Capacity in which assigned:
Name & address of the firm:

Date:

Signature of Bidder with Seal