# सिपेट: सेन्टर फॉर स्किलिंग एण्ड टेक्निकल सपोर्ट (सी एस टी एस) CIPET: CENTRE FOR SKILLING AND TECHNICAL SUPPORT (CSTS)

(रसायन एवं पेट्रोरसायन विभाग, रसायन एवं उर्वरक मंत्रालय, भारत सरकार)

Department of Chemicals & Petrochemicals (Ministry of Chemicals & Fertilizers, Govt. of India) प्लॉट न जे 3/2, एम आय डी सी औद्योगिक क्षेत्र, चिकलथाना औरंगाब्राद्म 431 006 Plot No J-3/2, MIDC Industrial Area, Chikalthana, Aurangabad - 431 006 दूरभाष : 0240- 2478304/305, फ़ैक्स: 0240- **2478333** ई-मेल <u>aurangabad@cipet.gov.in</u>



# **E-Tender (online) Document for HOSTEL MESS & CANTEEN**

E-Tender (online) Doc. No: CIPET: CSTS/AWB/HOSTEL MESS&CANTEEN/18-19/18 Dated 8<sup>th</sup> March, 2019

Last Date of Submission 22<sup>nd</sup> March, 2019 up to 14.00 hrs.



CIPET: CSTS/AWB/HOSTEL MESS&CANTEEN/18-19/18 दिनाक : 08, मार्च 2019 ई-निविदा सूचना

सिपेट संस्थान Hostel Mess and Canteen के लिए दो बोली प्रणाली (Two Bid Systems) मे online निविदा आमंत्रित करता है। इच्छुक फर्म निविदा दस्तावेज जानकारी हमारी वेबसाइट www.tenderwizard.com/CIPET, www.cipet.gov.in and www.eprocurement.gov.in/cppp से डाउनलोड कर सकते है।

Tender No Date	Name of work	EMD (in Rs.)	1983	Last Date & Time of Tender submission		
	a Ganleen al GIFET.	Rs. 2.00 Lakh	Rs. 2590/-	22.03.2019 Up to 14.00 hrs		
सिपेट किसी भी या सभी बोलियों को अस्वीकार करने का अधिकार सुरक्षित रखता है या बिना किसी कारण बताए आमंत्रित निविदा नोटिस को रद्द कर सकता है। निदेशक एवं प्रमुख						

## Notice Inviting Tender

CIPET:CSTS, Aurangabad invites online Tenders (Two did system) from registered and authorized Hostel Mess & Canteen contractors in two Bid Systems (Part 1 Technical and Part 2 Financial) for Hostel Mess & Canteen at following places:

- 1. Staff Canteen at Plot No J-3/2, MIDC Industrial Area, Chikalthana, Aurangabad
- 2. Hostel at Plot No. 1-B/1, Meltron Building, MIDC Industrial Area, Chikalthana, Aurangabad.
- 3. Hostel at Plot No. P-81, (Boys and Girls) MIDC Industrial Area, Chikalthana, Aurangabad.
- 4. Hostel at Plot No. J-3/2, MIDC Industrial Area, Chikalthana, Aurangabad.

### **Important Information and Dates**

SI. No	Description	Details
1	Purchaser	CIPET: CSTS, Aurangabad
2	Tender No	Tender Doc. No: CIPET:STS/AWB/HOSTEL MESS & CANTEEN/18-19/18 Dated: 8 <sup>th</sup> March 2019
3	Online Tender submission of bid	www.tenderwizard.com/CIPET
4	Online Tender information available at	www.cipet.gov.in / www.eprocurement.gov.in/cppp
5	E-Tender Fees (including GST)	Rs. 2,950/- (Two thousand nine hundred fifty only)
6	Earnest Money Deposit EMD (in Rs.)	Rs. 2,00,000/- (Two Lakhs only)
7	Security Deposit (in Rs.)	Rs. 5,00,000/- (Five Lakhs only)
8	Date of E-Tender Publication	8 <sup>th</sup> March 2019
9	Date of Time of Issue or download Tender	8 <sup>th</sup> March 2019 10.00 Hrs on wards
	Last Date and Time for sale of Tender	22 <sup>nd</sup> March 2019 up to 11.30Hrs
10	Last Date and Time for Submission of Tender	22 <sup>nd</sup> March 2019 up to 14.00Hrs
11	Date, Time and place of opening of Technical bid	22 <sup>nd</sup> March 2019 15.00Hrs CIPET: CSTS, Aurangabad Plot No J 3/2, Chikalthan, Industrial area, Aurangabad 431 006
12	Date and Time of opening of Financial bid	Opening of financial bid date, time, and venue will be conveyed to the technically qualified tenderers by post/telephonically.
14	CIPET: CSTS, Aurangabad online Bank Details	State Bank of India Branch: Industrial Area Branch Branch Code: 03449 IFSC Code: SBIN003449 MICR: 431002006

The prescribed Tender Form containing the details may be obtained from website <u>www.tenderwizard</u>.com/CIPET, www.cipet.gov.in and www.eprocurement.gov.in/cppp up to 22.03.2019 up to 11.30 Hrs. The Tender Fee and EMD will be accepted in Online Transfer RTGS/NEFT State Bank of India "CIPET AURANGABAD Current A/c No- 11162576624 IFSC: SBIN0003449

The online bidding documents (Technical bid, EMD and Financial bid) duly filled in as per the instructions of the etender document submission on line latest by 14.00hrs on 22.03.2019 and <u>offline tender document shall not</u> <u>accepted it may be treated as rejected.</u>

The Tender-bidders have to quote only online bid (Part 1 Technical and Part 2 Financial) for Hostel Mess and Canteen Technical Bid shall be opened on 22.03.2019 at 15:00hrs in the presence of Tender Committee Members & Tender-bidders in Conference Hall. The Institute reserves right to reject any or all the tenders without assigning any reasons, thereof.

The tender documents giving full details terms and conditions can be downloaded from Web Site <u>www.tenderwizard</u>.com/CIPET, www.cipet.gov.in and www.eprocurement.gov.in/cppp. The offers will be submitted in online which will contain three envelopes as follows:

Content of Bidding Documents

Envelope 1 List of Documents to be uploaded online

- 01. Upload Paid E.M.D. & Tender fess scan copy (Directly Online Transfer on CIPET A/c No- 11162576624 IFSC SBIN0003449)
- 02. Profile of the Mess Contractor on letter head.
- 03. Name of the owners/partners/director of the firm/company /corporation and their addresses.
- 04. Valid license copy of registration of the firm /company.
- 05. Valid copy Food License.
- 06. Valid copy GST, PAN, PF and ESIC registration.
- 07. Work order copy of similar work in last 3 years as copy.
- 08. Name and addresses of bankers with whom the account is maintained.
- 09. Last three years balance sheet with Income Tax Returns (2015-16, 2016-17, and 2017-18).
- 10. Last three years Average Annual Turnover of Rs. 75 Lakhs (2015-16, 2016-17, and 2017-18).
- 11. Number of disputes arises with clients, reasons of disputes and present position of disputes of detail. (on company letter head)

**Envelope 3**: Financial Bid Details -As per online Schedule

Price bid of the tenderers whose Tender cost, EMD and Technical bid found in order, shall be opened. Director& Head, CIPET:CSTS, Aurangabad reserves all right regarding enhance or reduce the work and to cancel all the tender or any tender without assigning any reason thereof. Conditional Tender will not be accepted.

Note: The Tenderers are requested to go through the instructions carefully and complete all formalities as required and submit along with bid.

Director& Head CIPET: CSTS, Aurangabad

### ELIGIBILITY AND SELECTION CRITERIA

- 1. A registered company, firm or agency having:
- a. Experience of at least Three Years in providing the Canteen/Mess Services where regular daily catering services are being rendered in any Govt./Semi-Govt./Central Autonomous bodies/any other organization.
- b. The prospective bidder should have successfully carried out hostel mess and canteen services to Students/staff Hostel/company Mess and canteen for not less than 300 persons/users on a normal working day in a single unit for a continuous period of one year during the last Three years. The time period of Three years shall be reckoned as on 31.12.2018. <u>The bidders having experience only in the Cafeteria (snacks & beverage services) will not be considered</u>.
- c. Minimum Average Annual Turnover of Rupees 75 Lakhs and more only for Running Mess and Canteen during the last three financial years (2015-16, 2016-17, 2017-18) and carried out at least one Canteen/Mess contract of 300 or more student/staff in each contract.
- d. The Tenderer should be registered with the Competent Authority and should have valid **Food License**
- 2. The Tenderer should have PAN. GST, PF & ESIC registration.
- 3. The Tenderer shall have well established office in Aurangabad since last 3 years and having client in Aurangabad (Enclosed the list).
- 4. The Tenderer should not have been blacklisted by any Govt./Semi-Govt./Central Autonomous bodies/any other organization.
- 5. The Tenderer must submit/upload online document as per mention in Technical Bid of this Tender document.
- 7. Certificate of registration, MOU in case of partnership firm, article of association etc shall be attached.
- 8. The Tenderer submit Work Done Certificate on letter head of client for last 3 Year Turnover and carried out 300 or more Student/staff in each contract.
- 9. The Tenderer without the qualifications as mentioned at Sl. No.1 to 8 above and Tender without all the required documents shall be rejected. Tenders incomplete in any form are liable to be rejected out rightly.
- 10. Canvassing in any form is prohibited and the tenders submitted by the contractor who resort to canvassing are liable for rejection.
- 11. In case any person sign the tender/agreement on behalf of a limited company or firm, letter of authority/resolution passed by the company /firm empowering him/her to sign the documents on behalf of company or firm shall be enclosed in the tender document.
- 12. CIPET:CSTS, Aurangabad does not bind himself to accept the lowest tender and reserves the right to accept or reject, in part or full, any or all the tenders received without assigning any reasons.

### (Submitted on letter agency head)

### SCOPE OF WORK FOR CANTEEN CONTRACTOR

CIPET: CSTS, Aurangabad campus comprises of Administrative and Account, CAD/CAM, Tool Room, Processing, Testing departments, four hostels and with 100 No's Staff and approx 300 students. In addition, the institute conducts Long Term Courses (LTC) & various residential Short Term Courses (STC). The Canteen also serves tea/coffee/cold drinks, snacks, high tea, lunch/dinner etc. during official meetings, Programme, seminars and functions organized by the Institute from time to time. In addition, people visiting CIPET: CSTS, Aurangabad campus in connection with various academic activities of the Institute will also avail these services.

The Staff Canteen & mess of hostel is managed by a Canteen / student's committee called Staff Canteen/Mess Management Committee of CIPET/Hostel under the overall control of respective Committee/Warden of the hostel. For the smooth functioning of the staff canteen/hostels, the institute wishes to outsource the staff/mess catering facility for office/hostels by providing canteen infrastructure facilities like table and chairs, etc.

The prime requirement of safety, health and hygienic conditions will be maintained in and around the mess/kitchen and it will be

the responsibility of the contractor.

Committee/Warden's suggestions / instructions regarding cleanliness have to be followed and the expenditure towards this is to be borne by the contractor. The successful contractor has to maintain the premises including kitchen and surrounding areas of the hostel mess in hygienic condition

### Note: Terms and Conditions (Annexure-1) and Special Terms and Conditions (Annexure-2) in Tender Documents is the part of scope of Work

	Permissible Brands Of Consumables Item
MESS ITEM	BRAND/MANUFACTURER LIKE
Oil (Sunflower)	Sundrop/ Samrat/Kirti Gold/ Gemini or Equivalent use of Hydrogenated (vanaspati)/ Palmolive oil is strictly prohibited
Salt	Iodized salt Tata/Annapurna equivalent approved make
Ketchup	Maggi/Kissan/Heinz equivalent approved make
Pickle	Mother/ Nilon/Tops equivalent approved make
Tea	Red label/Brook Bond/ Lipton/ Tata/Taj Mahal equivalent approved make
Biscuits	Britannia/Parle/Good Day equivalent approved make
Papad	Haldiram/Lijjat/Ravi equivalent approved make
Ice Cream	Mother Dairy/Amul/Cream Bell equivalent approved make
Atta	Shaktibhog/ Sliver Gold Coin/Mahesh Gold equivalent approved make
Rice	Mother choice/Dawat/HMT equivalent approved make
Dal	equivalent approved make
Paneer	Amul/Vikas/Mahananda equivalent approved make
Bread	Modern/ Morris/ Nasta/ Harvest equivalent approved make
Milk	Amul/Vikas/Mahananda equivalent approved make
Spices (Masala)	MDH/ Everest/ Goldee/ Ravi/Suhana equivalent approved make
Besan	Samrat/Hira Gold or equivalent approved make

The Contractor shall use the items of above brands only or other brands after obtaining prior written approval from the canteen committee/Hostel warden of the institute.

Signature of Contractor with Seal

### TERMS AND CONDITIONS

- 1. The Mess Contractor and Mess Staff shall be experience and properly trained in Mess work and in the age group as per Labour Law and should be able to communicate in Marathi & Hindi.
- 2. The Mess Contractor cooks food at particular place of Hostel/Institute Canteen. Transportation of Food from one canteen to other place not permissible.
- 3. As per requirement CIPET may allot hostel mess & canteen work more than one contractor to those who have qualified for financial bid on the basis of L-1 Rate of financial bid.
- 4. All Mess personnel shall behave politely with the students/visitors/ customers and office staff.
- 5. The normal duty hour as per decided our Mess Committee and It shall be follow regularly. No Mess Staff shall leave mess unless and until next reliever arrives at Mess/Hostel.
- 6. Agency/Contractor is responsible to provide trained Mess staff to take care of CIPET'S properties and premises to the best of their capacity.
- 7. The number of Mess staff as per CIPET instruction to be engaged on duty by Catering agency for work at the aforesaid premises of CIPET's. If the number is less due to illness, leave, transfer or any other reason whatsoever, Catering agency shall be bound to provide mess staff to take duties of absent men so as to make up number of mess staff that have to be on duty at a particular time and labour law to be followed
- 8. The contract period will be initially for a period of Eleven months extendable on satisfactory performance and mutual consent of either parties on same terms and conditions to twice each time for Eleven months
- 9. Breakfast, Lunch, Evening Snacks and Dinner need to be served as per the basic menu agreed upon with the Hostel Management Committee.
- 10. Catering agency shall be at liberty to transfer any person engaged by Catering agency to work at the premises of CIPET for reasons as Catering agency feels fit and the mess staff provided by Catering agency at CIPET premises shall for all purpose be deemed to be employees of Catering agency only under its exclusive control and supervision and shall be dealt with accordingly, subject to the following condition:
- a. For proper reason CIPET may request Catering agency to remove any particular person or persons of Catering agency's staff from the premises of CIPET and it shall be complied with forthwith.
- b. The staff of Catering agency shall comply with reasonable directions and instructions which are given by CIPET to Catering agency from time to time.
- 11. The contract can be terminated by one month notice period by either party. However in the event of non-compliance or breach of any terms of the contract or unsatisfactory services. CIPET has all the right to terminate the contract by a week's notice in writing at its own discretion without assigning any reason in such cases.
- 12. Contractor shall deposit the amount of Rs. 5,00,000/- (Rupees Five Lakh Only) against security deposit by way of demand draft in favour of CIPET: CSTS, Aurangabad
- 13. The qualified & successful bidder has to enter into an agreement with CIPET on Rs. 100/- stamp paper. The cost of stamp paper shall be borne by the Catering agency.
- 14. CIPET shall pay to Catering Agency/ Contractor an amount as per the rate quoted in Tender for MESS CATERING SERVICES TO HOSTELS OF CIPET AURANGABAD and the said contract amount shall be paid on or before 15th of every subsequent month. The rates payable shall be as per the rates mentioned above and no extra amount shall be payable under any other name.
- 15. The rates quoted in the financial bid and agreed upon shall not be revised for any reason whatsoever and shall remain fixed throughout the duration of the agreement.
- 16. In case, any theft or pilferage is detected and the same is due to negligence/carelessness or connivance of mess personnel of Catering agency then the cost of loss thereby will be fully made good by Catering agency to CIPET.
- 17. Since Catering agency will be responsible for providing security and protection of mess premises and properties of CIPET Mess, Catering agency will be responsible for loss or damage caused to the properties and premises of CIPET Mess as a result will be compensate value of the loss or damage to CIPET.

#### SPECIAL TERMS AND CONDITIONS

Approximately 300 Students/Staff Which may increased/decreased in future

- 1. Breakfast, Lunch, Evening Snacks and Dinner need to be served as per the basic menu agreed upon with the Hostel Management Committee.
- 2. TENTATIVE MESS TIMINGS

Breakfast	:	07.45 am - 08.45 am
Lunch	:	12.00 pm – 02.00 pm
Evening Snacks	:	04.00 pm - 04.30 pm
Dinner	:	08.00 pm - 09.00 pm

- 3. Dispute: In case of any dispute between the Warden and the Service Provider, the matter will be referred to CIPET Management Committee to be approved by the Director & Head and the decision of the Committee will be binding on the contractor.
- 4. Statutory Requirement/obligation: All statutory rules, like Minimum Wages (EPF) Act, ESI Act + EPF Act, etc., as applicable for engagement of labours on daily wage are to be followed strictly as per Government norms.
- 5. In case of failure to comply with the above statutory Rules, Acts, the authorities shall have the right to impose the penalty or cancel the contract.
- 6. The contractor shall not assign, sublet or part with the possession of the premises and properties of the Institute therein or any part thereof under any circumstances.
- 7. The contractor shall not appoint any sub-contractor to carry out any obligation under this Contract.
- 8. The contractor shall vacate the premises with the all features, furniture etc., which are institute properties in good and tenable conditions at the termination of the contract.
- 9. The contractor shall not make or permit any construction or structural alteration of additional fitting inside the premises of the work place without prior written approval of the authorities.
- 10. The security deposit will be returned within three months time from the end of the contract period without interest if there are no pending issues against the contractor.
- 11. If the contractor and/or his team and also functioning of the mess is not up to the mark or, the quality of the food is below standard or unhealthy or unhygienic, then Institute is empowered to terminate the contract with a short notice of one week. The Hostel Wardens Committee's opinion is final so far as the food quality / mess management is concerned.
- 12. In case of unsatisfactory performance / any dispute whatsoever / labour dispute emergency condition or any other reason as deemed fit by the Hall Management Committee, the contract can be cancelled at the sole discretion of the Director & Head.
- 13. Hygiene, overall cleanliness of surrounding, hall, kitchen and the food, raw materials, ingredients etc. are to be of good quality. Clean, fresh, nutritious, hygienic and edible food has to be served. Any type of COOKED FOOD shall not be stored / preserved / re-served after meals.

Not following warden's suggestions / instructions in above matters shall be considered as violation of terms and conditions of contract and shall invite penalty for the same (maximum up to 10% of monthly bill as decided by CIPET Management).

- 14. The mess utensils are to be cleaned with hot water using detergent powder/soap after every meal.
- 15. Contractor shall be solely responsible in case of incidence/s of food poisoning etc. and shall bear the complete expenditure arising out of this for medical treatment of the hostel inmates. In addition, penalty may be imposed on the contractor as decided by CIPET Management Committee.
- 16. The Contractor shall use only branded raw materials and best quality for preparing the food. Brands of certain mess items are given. A quality control Team will check all materials brought to the mess as well as cooking practices. In the event of the quality of the food served being poor or not adhering to contractual conditions, the Hostel management will be free to impose monetary fine as deemed fit on the contractor. Such fines imposed will be adjusted against the payments due to the contractor. The Institute shall pay only the approved daily rate per student for the entire contract period for one year.
- 17. The contractor may use any other approved brands only if permitted by the Mess Committee, in writing. In such case the contractor will submit two or three reputed brands for each grocery item and the warden and mess committee will select the brands for cooking.
- 17. The materials brought inside CIPET Campus for cooking purpose shall be entered in the Good Inward Register kept at security gate. Without proper permission no material will be sent out from CIPET Campus.

18. The contractor has to maintain register in following format on regular basis to assess the feedback of students.

Date	Tea &	Lunch with	Dinner with	Remarks of Mess	Feedback	Signature of
	Breakfast with Particulars	Particulars	Particulars	Supervisor/ Contractor	of Students	Hostel Warden

- 19. All inclusive daily rate (inclusive of fuel cost, cost of procurement of rice, wheat and all other provisions, vegetables, fruits, unloading and loading, transportation, storage, labour, all statutory taxes including service tax, duties and levies etc and fluctuations in the rates of the commodities) per student should be quoted in the tender. The Hostel Management Committee will not pay any other charges for the catering services provided. 19 Kg capacity Gas cylinders for Commercial use will be managed by the institute through IOC. It is the sole responsibility of the contractor to get the refills from the gas company to run the mess on his own cost. Any fluctuations in the Gas price must be absorbed by the Contractor only.
- 20. When circumstances warrant, contractor should cater for large number of students/staff members at very short notice. Similarly, fluctuations in strength during vacation periods of leave more than 5 days (with prior intimation) shall have to be accommodated and payment will be deducted as per actual absent of students.
- 21. Monthly payment to the contractor will be totally based on students' attendance only.
- 22. Monthly bill payment to the contractor will be made by CIPET duly certified by warden concerned in one instalment after the submission of actual mess bill including copies of all statements and monthly attendance, taxes paid for the period.
- 23. Contractor has to provide food to the guests as per the rates mutually agreed by CIPET & Agency as a when required.
- 24. The contractor and his workers must behave politely with hostel inmates. The contractor and his team, under any circumstances should not involve in arguments with the boarders of the mess. In case of such situations/ under emergency, the Contractor should intimate immediately to the concerned Warden.
- 25. Mess workers and cooks should be healthy and medically fit. They are required to have a regular check up with the Institute Medical Officer. If any mess worker is found medically unfit, he may not be given permission to continue his duties and mess contractor has to replace him immediately without fail.
- 26. Contractor shall depute persons to act as supervisors to check the overall maintenance of the premises and proper uses of the materials.
- i. Mess Contractor or his representative manager is required to remain present in the mess when the food is served in the mess.
- ii. Smoking / drinking liquor etc. is strictly prohibited in the Institute premises.
- iii. Storage / consumption of any alcoholic drink / liquor are strictly prohibited. The contractor shall not serve any of such substance / drink in mess / hostel. Smoking, consuming gutkha, tobacco etc. is also prohibited in mess premises.
- iv. Employment of child labour (as per norms) is totally prohibited. It is the responsibility of the Contractor to comply with all formalities of labour office including obtaining necessary labour license.
- v. The employees of the contractor should wear uniform along with a name tag.
- vi. All expenses related to the functioning of the employees engaged by the Contractor shall be in the scope of the Contractor.
- vii. The Contractor is solely responsible for the payment of minimum wages for their employees as per of the Government norms and deductions towards E.P.F. and E.S.I. The record of duty hours and pay structure should be maintained as per rules for inspection by authorized government personnel and CIPET and for meeting other statutory and non-statutory benefits/obligations. A copy of the all statutory levies paid by the contractor should be submitted to the Warden.
- viii. The contractor should submit the proof of payment of statutory/non-statutory benefits such as ESI/EPF etc. to the persons employed by him every month along with mess bill claims; otherwise bills will not be paid.
- 27. Contractor shall provide light food to the sick student/s during his/their sickness period and no extra charge will be paid for the same.
- 28. Hostel Management Committee will monitor and evaluate the performance of the contractor. Grading of the contractor is done by the students based on quality, quantity, hygiene etc. Continuous bad performance will result in termination of contract. Non compliance with the menu and serving of unhygienic food will result in instant monetary fine.
- 29. The AMC charges for the electric gadgets and gas at the mess have to borne by the contractor at the rates fixed by the company approved by the Hostel Management Committee.
- 30. Contractor must make his own arrangements for housekeeping of the dining and kitchen area allotted and disposal of the kitchen and dining waste material. House-keeping of common areas shared by the contractor must be done by the contractor itself.
- 31. For girl's hostel, contractor shall provide only the lady workers.

### EARNEST MONEY DEPOSIT AND SECURITY DEPOSIT

- 01 The earnest money deposited by the tenderer will be forfeited if
- a. After opening the tender, the tenderer revokes his tender within the validity period or increases / alters his earlier quoted rates.
- b. The tenderer does not commence the work within the period as provided in the letter of intent / contract.
- 02 The EMD will be refunded to the unsuccessful tenderers after award of work to the successful tenderer. EMD will not carry any interest.
- 03 EMD of the successful tenderer shall be returned after the deposit of Security deposit.
- 04 The tenderer whose tenders have been selected have to deposit the Security deposit of Rs. 5, 00,000/- (Rs. Five lakhs only) Earnest Money Deposit amount of Rs. 2, 00,000/- shall be forfeited if in case of refusal of deposit the security deposit immediately or fails to implement the requirements of the tenders.
- 05 The EMD of unsuccessful tenderers shall be returned within 7 days. The DD/Banker's Cheque shall be drawn in favour of CIPET payable at Aurangabad only.
- 06 Security Deposit will be taken from the successful tenderer before the commencement of work.
- 07 Security Deposit will not carry any interest.
- 08 Security Deposit will not be refunded to the contractor except in accordance with the terms of contract.
- 09 The Director & Head, CIPET, Aurangabad reserves the right to accept or reject any or all tenders without assigning any reasons what's over and in such case no tenderer shall have any claim arising out of the action by the CIPET.

# PENALTY

Failure to supply food in terms of quality, quantity and as per the menu indicated in will attract penalty. For not adhering to contractual conditions, the Warden with the consultation of CIPET Management shall be free to impose monetary fine as deemed fit on the contractor. Fines imposed shall be adjusted against payment due to the contractor.

- a) Vegetables used should be fresh and of good quality. If vegetables kept for use is found to be rotten or of poor quality, then a fine of Rs. 1,000/- for each occasion will be imposed.
- b) Items like Aji-no-moto, Baking soda, colouring items etc are banned and they should not be used. If they are found in the kitchen premises penalty of Rs. 1,000/- for each occasion will be imposed.
- c) Kitchen should be kept clean. If it is not kept clean, a fine of Rs. 1000/- for each occasion will be imposed.
- d) For damages caused by the contractor to the kitchen equipments, vessels and other items supplied by the licenser, twice the cost of the equipment will be recovered or same equipment to be provided.
- e) Any complaint of insects cooked along with food found in any food item would invite a fine of Rs. 1,000/- on the contractor.
- f) Any complaint of soft objects like rope, soft plastic, cloth etc in food will attract a fine of Rs 1,000/- per complaint.
- g) Any complaint of stones / pebbles will attract a penalty on the contractor which can range between Rs 1000/- to Rs 2, 100/- depending on the size of the stone/ pebble per complaint.
- h) Five or more complaints of unclean utensils in a day would lead to a fine of Rs. 1,000/-on the contractor.
- i) If mess committee agrees that certain item of a meal was not cooked properly then a fine of Rs. 1,000/- would be imposed on the contractor.
- j) Changes in approved menu of any meal without permission of warden/mess committee would result in a fine of Rs. 1,000/on the contractor.
- k) Fine on any discrepancy (personal hygiene of workers, misbehaviour by workers etc.) will lead to fine of Rs. 1,000/- on contractor for every instance.
- Using of brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the mess committee with consent with the wardens.
  In addition to the above, in case of not maintaining the desired food quality / quantity or menu will attract monetary penalty and the mess charges for all students of the particular diet (breakfast / lunch/ dinner) shall be deducted from the bill.

Severity of hygiene failure shall be assessed and decided by the mess committee and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or summary termination of the Contract.

Management Committee will impose any of the penalties. The contractor may appeal to the CIPET Management for reduction/waiver of penalty. The decision of the CIPET Management shall be final.

Annexure 1

### CIPET: CENTRE FOR SKILLING AND TECHNICAL SUPPORT Aurangabad

TENDER APPLICATION FORM FOR HOSTEL MESS & CANTEEN To be submitted in Envelope -1 (Technical-Bid)

### TO BE FILLED BY THE CONTRACTOR

Technical Bid should indicate following information along with the self-attested photocopies of supporting documents:

S. No.	Details of Information /Data	Details
1	Name of the Firm	
2	Address of the Firm with Pin code.	
3	Name of Contact Person(s)	
4	Contact Details: a. Landline Phone No.	
	a. Mobile No.	
	b. E-mail ID.	
6	Registration for FOOD License to Act as Pvt. Catering Agency	
7	GST Regn. No. & Date	
8	PAN Details	
9	EPF Registration no. & Date	
10	ESI Registration no. & Date	
11	Tender Fees Rs. 2950/- Details	
12	EMD Details Rs. 2, 00,000/-	
14	Average Annual Turnover of Rs. 1 Cr.	
	(2015-16, 2016-17 and 2017-18)	
15	Income Tax Details of Last three Financial years	
	(Please enclose copy of audited Balance Sheet and Profit &	
	Loss Account of last three years)	
16	(2015-16, 2016-17 and 2017-18)	
10	Experience of similar services offered by your firm for not less than 300 students/persons.	
	(Enclosed Certificate) List of Existing Clients (Please use	
	Separate Sheet if required)	
17	Whether the firm has any legal suit/criminal cases pending	
	against it. If yes, please furnish details.	
19	Whether Quality Certification obtained for any of the Dining	
	facilities/Catering services provided, If Yes, list to be enclosed.	
20	Litigations, if any, connected with Catering Work Yes/No (if	
	yes, details to be furnished)	
21	Any other information, bidder wishes to provide in support of	
	their credentials, details, if any, to be furnished.	

Authorized Signatory of the Bidders with Seal

DECLARATION BY THE CONTRACTOR

I/We have carefully read the terms and conditions of contract as contained in Tender and agree to abide by these terms. If, I/We fail to fulfil any of the terms and conditions of the contract, then CIPET: CSTS, Aurangabad has the right to cancel the contract without any further correspondence and no financial liability.

I/We promise to pay the compensation or fine in case of such default.

Place: \_ Date: (Signature of Bidder) Name & Designation Seal of the firm

							Annexure 2
	Work done	e in last 3 year	rs (all details	should be sup	ported by the	e documents)	
			(Use separate s	sheet, if required	)		
Name of organisation	Nature of Work	Work Order No. And Date	Value of Work done	Number of student/staff	Period (Duration)	Date of Completion	Annexure Page No
Authorized Sigr	ature Page				(Perso	on of Agency)	
							Annexure 3
CIPET Aurang Shri	ed to attend the	bid opening on		at		en signature is gi	ven below is
-	en Signature			-	e of Bidder		
of the p	berson authorize	ed to attend the b		Name: Name of Firm:			
			1				
2. Name.			г	Date:			
2. Name.			L	Jate			

### **GENERAL TERMS AND CONDITIONS**

- 1. Period of Contract: The contract period will be initially for a period of Eleven months extendable on satisfactory performance and mutual consent on same terms and conditions to twice each time for Eleven months and/or it can be terminated by the Director & Head by giving one month notice to the agency.
- 2. Tenders received without prescribed Tender fee & Earnest Money Deposit (EMD) shall not be considered.
- 3. Bidder register under Micro & Small enterprise (MSEs) as defined in MSE procurement policy issued by department of MSME or register with central purchase organisation will also submit bid but they shall deposit the tender fee, & EMD for initial process. NSIC Certificate will not be considered for relaxation of EMD & Tender fees.
- 4. Tenders must have its own local Office in "Aurangabad" & in this office there must be minimum 2-3 staff who can handle the problem related to Canteen/Mess.
- 5. The Mess Staff personnel so deployed should not be changed frequently without the consent of CIPET Management.
- 6. The tenderee shall ensure that the personnel deployed are disciplined and do not participate in the activity prejudicial to the interest of the Institute/Govt.
- 7. The tenderer whose tenders have been selected have to deposit the Security deposit of Rs. 5, 00,000/- (Rs. Five lakh only) in the next working day after the acceptance of the tender. Earnest Money Deposit amount of Rs. 2, 00,000/- (Rs. Two lakh Fifty thousand only) shall be forfeited if in case of refusal of deposit the security deposit immediately or fails to implement the requirements of the tenders. The EMD of unsuccessful tenderers shall be returned.
- 8. The received bids will be evaluated by the Committee of CIPET on the basis of requisite documents. There after a team of CIPET will visit the site for physical inspection of the site and if found suitable and meeting the requirements of CIPET as indicated in these terms & conditions the price bid will be open for technically qualified bidder.
- 9. CIPET: CSTS, Aurangabad reserves all rights to accept or reject in part or full any or all the offers without assigning any and/or to withdraw/relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage
- 10. The bill shall be submitted by the contractor in duly supported by proof of attendance; Payment will be made against monthly bills supported by requisite documents.
- 11. The rates quoted by the bidder shall be fixed for the whole duration of the Canteen/Mess contract and shall not be subject to adjustment on any account.
- 12. The tenderer shall have to execute an agreement with CIPET: CSTS, Aurangabad on a Non Judicial stamp paper of Rs. 100/- after issue of work order.
- 13. The contractor should abide by rules laid down by any statutory authority relevant to the deployment of Canteen/mess staff.
- 14. The successful tenderer/ contractor shall not engage any sub-agency or transfer the contract to any other person/firm/agency in any manner. The agency shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
- 15. The payment for the Canteen/Mess rendered would be paid within 10 days from the date of receipt of invoice.
- 16. The contractor should get it registered the canteen/mess staff in the EPFO and CIPET will randomly check through the portal about the credit of the employers P.F. in the accounts of Manpower Personnel.
- 17. Any misconduct/misbehaviour/indiscipline of canteen/mess staff team will not be tolerated and such persons will have to be replaced immediately and for such act the contractor is sole responsible to resolve the issue, if any. CIPET Management reserves the right to take all appropriate actions under such circumstances.
- 18. CIPET: CSTS, Aurangabad is not responsible for any disability or casualty incurred by the workers doing the work for the contractor. It is the responsibility of the contractor to comply with the statutory requirements of safety and compensation.
- 19. The canteen/mess staff provided for the job shall have adequate insurance coverage during the period of the contract work by the contractor.
- 20. Tax as applicable shall be deducted from the monthly bill of the Contractor.
- 21. The contractor selected should follow the instructions given by the management of CIPET from time to time and in case of violation of the instructions, the agreement can be cancelled without any reference or notice.

- 22. In case of any theft, pilferage or any other loss caused to the Equipments provided by the Institute during the period of contract is in operation, the contractor shall make good the loss to the institute and apart from that, the CIPET will be free to impose penalty/compensation to be paid for deliration, negligence, disobedience and violation act. CIPET shall have the right to deduct appropriate amount from the contract bill to make good such loss besides imposition of penalty. In such cases, the decision of the competent authority of CIPET will be final and binding on the agency.
- 23. In case of non-compliance with the contract, the CIPET reserve its right to :
  - a. Cancel/revoke the order; and
  - b. Impose penalty up to 5% of the total value of the contract.
- 24. During the period of operation of the contract, CIPET will have full authority to recover the losses incurred by the institute due to the negligence of the canteen/mess by the contractor. The decision of the Director & Head with respect to calculate the losses will be final and binding.
- 25. The offer will be accepted subject to verification of documents and satisfactory quality of canteen/mess services provided by the agency to the other clients. In case any document submitted by the agency is found false, the offer shall be rejected without assigning any reasons.
- 26. Each page of the Tender documents is required to be signed by the tenderer. The Tender documents must be filled in English and all the entries must be hand written in ink. If any of the documents are missing or unsigned, the tender may be considered as invalid.

### 27. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

Only those bid which qualified for the Technical part will be considered for examination in the financial part.

After opening of successfully qualified in the technical bid inspection team of CIPET: CSTS, Aurangabad verify the sites/Office of the tenders.

The evaluation and comparison of responsive bids shall be on the rate for the services offered. If there is a tie, the bid scrutiny committee decides the awarding the contract depending their service in earlier organization. The decision of Director & Head shall be final in this regard.

### 28. CONVASSING AND OTHER OUTSIDE INFFUENCE

- a. No bidder shall bring outside influence to the contracting authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- b. Any effort by a bidder to modify his bid or influence the contracting authority in its bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.
- c. If there is any dispute with any of the earlier contracts CIPET will not be responsible and will be free to take any decision for the entering / entered contract will regard to this dispute.

### 29. SUMMARY REJECTION OF BIDS

- a. Any bid, received late without conclusive proof that it was submitted/upload on or before the specified closing time.
- b. Any conditional bid.
- c. Any bid in which rates have not been quoted in accordance with specified formats / details as specified in tender document.
- d. Any bid received not signed by duly authorized signatory at all appropriate places.
- 30. All legal matter will be under Aurangabad Judiciary only.

I/we hereby agree to the above terms and conditions.

Signature of the Contractor With date and seal

Annexure 6

### ONLINE FINANCIAL BID Separate sheet fill in Financial Bid (Page No-1)

(Shall be submitted by the bidder on official letter head) Please fill rates in appropriate columns in Indian Rupees)

## Per day Charges

			(Rate i	n Rs.)
S. No.		Items	Student	Staff
1	Breakfast with Tea (80ml)			
	2 Bread Pakoda with Sauce	2 Kachori with sauce		
	3 Idali with sambhar	2 Alu wada with sauce		
	2 Alu Paratha with sauce	2 Medu Wada with sambhar		
	2 Samosa with Sauce	Poha (100gm)		
	Upma (100gm)	Sabudana Khichadi (100gm)		
	Misal with 2 Pav	3 Puri with Bhagi		
	(any on item daily)			
2	Unlimited Lunch:	_		
	One Vegetable	Chapati/Paratha/ Puri		
	Dal/Kadhi	Salad & Pickle limited		
	Rice/Khichadi			
3	Unlimited Dinner:			
	One Vegetable	Chapati/Paratha/ Puri		
	Dal/Kadhi	Salad & Pickle limited		
	Rice/Khichadi			
4	Tea (80ml) & Biscuit/Haldiram/Snack	ks (MRP-Rs.5)		
*Contrac	ctor has to provide: Special Lunch o	r dinner (Every week):	•	•
Paneer N	/lasala/Baby Corn Palak etc.			
Dal Fry				
Pulao/ Ve	eg Biryani			
Paratha/	-			
Sweet/Ice	e cream/Kheer and Salad limited			

Important Notes:

- Rates quoted should be inclusive of all taxes / levis (GST tax and any other statutory Central/State Govt. taxes) and should be valid for eleven months from the date of the agreement.
- Rate quoted by the bidder must be inclusive of all charges.
- Financial bid should be kept in separate sealed cover.
- In case of Tie, decision of CIPET Management Committee will be final and will be binding on bidder.

### DECLARATION

- We hereby accept to cater to any minor modifications in the menu as requested by the students and approved by the Hostel Management committee after discussion during the period of the contract, without any additional cost.
- We hereby agree to abide by the decision of the Hostel CIPET management and terms and conditions mentioned in the schedules.
- We have enclosed the duly signed copy of all the schedules as per requirement.
- We hereby certify that the above rates are inclusive of service tax and any other statutory Central/State Govt. taxes and fluctuations in all items.
- I have carefully read and understood the Tender document and ready to abide the terms & conditions of the tender.