



E -TENDER NOTICE

FOR

HOSTEL MESS / CANTEEN FOR BOYS HOSTEL

CENTRAL INSTITUTE OF PLASTICS ENGINEERING AND TECHNOLOGY: CSTS
(Ministry of Chemicals & Fertilizers, Govt. of India)
Kaju Bagan, Hehal, Ranchi - 844102
Phone No.: +91-0651-2511118
Mobile No.: +91- 8103881116/ 9472859188
Email: cipetranchi@gmail.com

Last Date & Time for Closing of Tender: 07.01.2019 at 04:30 P.M

Tender Notification No : **CIPET: CSTS/RANCHI/ STUDENT CANTEEN /18-19/06**

Tender Notification Date : 21st December 2018

Nature of work : Running of Students' Mess for around 100 students

EMD Amount : Rs. 5,000/- Only (Rupee Five Thousand Only)

Period for contract : Initially for a period of 01 year that may be extended for a similar period on same terms and conditions as mentioned in the Tender Documents.

Last Date of submission of Tender : 07.01.2019, 04.30 PM

Date of Opening of Technical Bids : 08.01.2019, 11.30 AM

Date of Opening of Commercial Bids : 08.01.2019, 12:00 PM

Address for the submission : The Director & Head
CIPET, Kaju Bagan
Hehal, Ranchi - 834005

Scope of Work : The contract is essentially for providing following Mess/Canteen services to the residents of hostel. The scope of work, covered by the contract, is broadly but not extensively described as given below: a) Cooking and serving meals- Breakfast (Morning), Lunch, Evening Tea/Snacks and Dinner. b) Procurement of raw material as per specification given in Part- IV. c) Managing and control of stocks and inventories; d) Coupon sales. Residents may use these coupons to get 'extra' items not included in the basic menu of the mess; e) Cleaning of utensils, kitchen and serving items; f) Cleaning of cooking, dining and auxiliary areas which includes 2 No's of toilet and nearby area also; g) Security of the equipment, utensils and other items in the mess; h) Maintenance of the equipment in the kitchen and dining areas; i) Maintenance of books, ledgers, other records and documents related to running of the mess; j) Deployment and supervision of required manpower for the above mentioned job.

E-Tender Notice for Providing Hostel Mess Facility at CIPET, Ranchi**SPECIFIC INSTRUCTIONS TO BIDDERS FOR E-TENDER PARTICIPATION**

1. Submission of Online Bids is mandatory.
2. The CIPET: CSTS, Ranchi has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.
3. Bidders should have valid Class 3 Digital Signature Certificate. For integrity of data and its Authenticity/non a repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class- III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].
4. The prospective bidders have to register with the E-tender system of CIPET at www.tenderwizard.com/CIPET. On completion of the registration process, the bidders will be provided user ID and password. In order to submit the bids electronically bidders are required to have a valid class 3 Digital signature).
5. Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.
6. The tenderers shall submit EMD in physical form at the scheduled time and venue.
7. Tenderer may download the tender enquiry documents from the website www.tenderwizard.com/ CIPET or www.cipet.gov.in
8. The submission of tender online can only be done thru' www.tenderwizard.com/CIPET.
9. Tenderers shall ensure that their tenders complete in all respects, are submitted online through www.tenderwizard.com/CIPET No DEVIATION is acceptable.
11. It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The schedule of rate (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.
12. While uploading the documents, it should be ensured that the file name should be the name of the document itself.

IMPORTANT NOTE:-

- 1) EMD and signed tender document with addenda/corrigenda (if any) should be deposited in the Tender Box located at CIPET: CSTS, Hehal, Ranchi – 8340005 (Jharkhand) **on or before 07.01.2019, 04:30 P.M hrs (IST)**. Submission beyond stipulated date & time would result in REJECTION of BID.
- 2) Bidders may contact, after successful submission of Registration details and Vendor registration fee and Processing fee (as applicable), to Helpdesk (as given below) for any assistance required in this regard.
080-40482000
- 3) CIPET: CSTS, Ranchi reserves the right to reject any or all the bids or cancel / withdraw the Notice inviting Tender without assigning any reason.

Helpdesk of KEONICS :- 080-40482000, 09894191904, 09941947400

Contact Details :- Shri Roopnarayan @ 9835610283 / Shri Sanjeev Mahapatra :- 8249821982

Email :- twhelpdesk438@gmail.com

1. Sealed tenders are invited for running the Hostel mess/ Canteen of the CIPET, Ranchi for 01 years , in two bids: **(1) Technical/Qualification Bid** containing, the information regarding the business, turn over, experience and other details of the firm, to judge the suitability of the caterer for the CIPET, Ranchi hostel mess; **(2) Commercial Bid** containing the price of the items/full day menu etc.
2. The Technical/Qualification Bids & Commercial Bid will be opened on **08.01.2019 at 11.30 PM & 12:30 P.M** respectively in the presence of tenderers or their authorized representative(s). The authorized representatives of CIPET, Ranchi may also do a spot visit of the establishments of the caterers to assess their suitability as part of the Technical/Qualification Bid. The Commercial Bids of only those who are found suitable by the Committee appointed for the purpose will be opened on a date/time to be decided later on and communicated to such eligible bidders.
3. **The bidder should submit the Technical/Qualification Bid (page No. 5-7 of tender document) and Commercial Bid (page No. 19 of tender document) in SEPARATE sealed envelopes super scribing "Technical/Qualification Bid" and "Commercial Bid", respectively.** These two envelopes should be then put in an envelope and sealed properly and superscribed **"E- Tender Notice for Hostel Mess/Canteen for Boy Hostel at CIPET :CSTS, Ranchi. "**
4. The tenders supported by earnest money deposit of **Rs. 5000.00 (Rupees Five Thousand Only)** through a demand draft/banker's cheque valid for a period of three months shall be submitted by the Tenderer, issued by any Scheduled Bank guaranteed by RBI, drawn in favour of "CIPET, Ranchi". The tenders with earnest money shall be received by the CIPET, Ranchi, on or before **07.01.2019 at 04:30 PM.**
5. Tenders should be addressed to **The Director & Head, CIPET: CSTS, Ranchi, Kaju Bagan, Hehal, Jharkhand (844 102) and super scribed "E-Tender Notice for Running Hostel Mess/Canteen at Boys Hostel at CIPET : CSTS, Ranchi".**
6. The Director & Head, CIPET: CSTS, Ranchi, reserves the right to reject any or all the tenders or accept them in part or full without assigning any reason(s) thereof. For eligibility criteria, qualifications, price, bid evaluation criteria and other information etc., interested agency(s)/ Firms (s) may visit CIPET Website at <http://www.cipet.gov.in>.
7. **The successful tenderer who is awarded the contract shall have to make a 2% of the contract value as performance security with CIPET, Ranchi upon award of contract, in form of DD / Bank Guarantee valid upto 90 days beyond the date of all contractual obligations.**

8. The tenderer should quote the rate and amount in figures as well as in words as tendered by them for each item.
9. The tender is not transferable under any circumstances at any stage.
10. Telegraphic, conditional or incomplete tender forms/bids shall be summarily rejected. Canvassing or influence of any kind, direct or indirect, shall lead to disqualification of the tenderer.
11. Bids in any form other than the prescribed form issued by CIPET: CSTS, Ranchi, or incomplete bids will not be entertained and will be summarily rejected.
12. The tenderer who is awarded the contract shall be bound to execute and implement it from **the date of award of contract** by signing an AGREEMENT on the non-judicial stamp paper of the value of **Rs. 100/-** in the enclosed form at his own cost. On acceptance of the tender by the CIPET: CSTS, Ranchi it will constitute a binding agreement between the CIPET: CSTS, Ranchi, and the person so tendering whether such formal contract is or is not subsequently entered into within 10 days of the date of AWARD of contract. Failure to comply with the above conditions will lead to the cancellation of the contract and forfeiture of his earnest money. In the event of any tenderer backing out before the actual award or execution of agreement, the contract being awarded to him, the Director & Head, CIPET: CSTS , Ranchi will have discretion to forfeit the Earnest Money in full.
13. Bidder should sign and stamp all the pages of duly filled tender document in testimony of having read all the terms & conditions laid down in the tender document.

DIRECTOR & HEAD

Technical Qualification Bid (Page No. 3-4)**PROFILE OF THE TENDERER****PART 1**

Sl. No	Particular	
A.	Should have minimum 2 years' experience and technical expertise in undertaking similar works with minimum annual turnover of Rs. 15 lacs (for Financial Year 2016-17, 17-18) exclusively in Catering services, preferably at large institutional establishments.(Audited Financial Statement to be attached)	Informative and for Strict Compliance
B.	Should have/obtained before commencement of the work the requisite licences, approvals, certificates from all statutory authorities viz. Municipal./Income Tax/Sales Tax/GST/Commercial Tax Depts. valid for the entire duration of the above work.	Informative and for Strict Compliance
C.	The Agency shall furnish details of any legal case or any issues, if any, pending in any court of law against them or the concerned authorities, especially with regard to any violation in the statutory laws, etc. The bids of such tenderers having any pending/ongoing/contemplated issues relating to Income Tax, Sales tax, GST etc. and on concealment of any such information will be liable to be rejected straightaway without any notice.	Informative and for Strict Compliance
1.	Name of the applicant/ Firm :	
2.	Registered Office :	
3.	Year of establishment :	
4.	Type of Organization : (whether proprietorship, partnership, Private Ltd., Certified copy of a Partnership deed/ Certificate of Incorporation/ Certificate of Registration issued by the Registrar of Cooperative Societies/ as the case may be enclosed)	
5.	Name of the Proprietor, Partners/ Directors of the Firm with Address and Phone Number	
6.	Food License Number	
7.	PAN Card & TIN Number if applicable (Tax return of last Three Financial Year) [Photocopy to be attached]	
8.	GST Regn. No.: [Photocopy to be attached]	
9.	Number of persons employed: Permanent.....Temporary.....	
10.	Whether 24x7 service and support will be available	
11.	Do you have on office at Jharkhand? If so, Please provide the Address and Telephone No.	

Place/Date:

(Name, Designation and Signature with Seal of the Company)

DETAILS OF PREVIOUS CONTRACTS**PART 2**

Period of Contract		Name and Address of the Organization with reference letters	Name of the Contact person & Phone No.	Value of Contract and other Details	Remarks
From	To				

Give details of current contracts, if any, of similar services being rendered by you and which will be available for inspection by our officials:

Period of Contract		Name and Address of the Organization with reference letters	Name of the Contact person & Phone No.	Value of Contract and other Details	Remarks
From	To				

Place:

Date:

SIGNATURE OF THE TENDERER

PART 3

Undertaking

I/We hereby undertake that if any information given in the technical bid/Tender Document is found false/incorrect at any stage after opening of the tender, the bid shall be rejected and EMD/Bid Security shall be forfeited and in case of successful bidder the Performance Guarantee will be forfeited by CIPET: CSTS, Ranchi

Name & Signature of the Contractor

Or its Authorized signatory

With seal of the Agency/Company

CONDITION 2 . Award of mess/ canteen operation contract:

- i. The institute will award the Hostel mess operation contract as per the following procedures.
 - a) The bidders qualifying the Technical Evaluation Criteria (Part 1, 2 & 3) will be called for opening the price bid.
 - b) The Common price for the all the Hostel and Mess operation will be decided on the basis of quoted price of qualified bidders (**Technical Evaluation**) in their presence along with Hostel and Mess/ Tender Operation Committee.
 - c) Bidders who are not agreeing to the common price may be abstaining from the further process.
 - d) The merit list of successful bidders depending upon technical evaluation will be declared and mess will be awarded on the basis of clusters as per the merit by choice of the **first bidders** agreed on common price.
- ii. Notwithstanding the above, the institute reserves the right to accept or reject any tender and to cancel the bidding process and reject all the quotations at any time prior to the award of contract. Also, institute reserves the right to select or reject any bid without assigning any reason thereof.
- iii. The bidders whose bid is accepted will be notified for the award of the contract by the institute. The terms and conditions of the accepted offer shall be incorporated in the contract.
- iv. Bidder has to submit the proof of applying the labour license within 10 days of issue of work order form Purchase / Admin Department
- vi. Submitted tender should be valid for three months from the tender due date.
- Vii All dispute and difference of any kind whatever arising out of or in connection with the contractors carrying out of the work and whether before and after the determination. Abandonment or breach of the contract) shall be referred to arbitrator who will be decided on the mutual consent by both the parties.
- Viii. All disputes shall be subject to Ranchi Jurisdiction only.

Note: Bidder who do not comply the above points will be treated as irresponsible and no communication will be given in that regard and allotment will be offered to the next bidder in the merit list.

MENU FOR HOSTEL MESS**(a) DAILY MESS RATE: Rates Quoted**

Sl. No	Day	Breakfast	Lunch	Evening Snacks	Dinner
1.	Monday	Aloo Pratha (2 Nos) With Curd/ Chatni + Tea (150ml)	Roti(4) , Rice, Dal, One Seasonal Veg Curry, One Seasonal Dry Veg Item	Marie Gold Biscuits (4 Nos) + Tea (150ml)	Roti(4) , Rice, Dal, One Seasonal Veg Curry, One Seasonal Dry Veg Item
2.	Tuesday	Puri (6 Nos) with Seasonal Vegetable Curry + Tea (150 ml)	Roti(4) + Veg Biryani + Raita+ One Seasonal Dry Veg Item	Marie Gold Biscuits (4 Nos) + Tea(150ml)	Puri, Chola, Kheer
3.	Wednesday	Roti(4 Nos) with Seasonal Vegetable Dry + Tea(150 ml)	Roti(4) , Rice, Dal, One Seasonal Veg Curry, One Seasonal Dry	Marie Gold Biscuits (4 Nos) + Tea(150ml)	Roti , Rice, Egg Curry(2) , One Seasonal Veg Curry
4.	Thursday	Poha + Jilebee (3 Nos) + Tea (150 ml)	Roti (4) , Rice, Rajma, One Seasonal Dry Veg Item	Marie Gold Biscuits (4 Nos) + Tea(150ml)	Roti(4) , Rice, Dal, One Seasonal Veg Curry, One Seasonal Dry Veg Item + Jilebi
5.	Friday	Kachori(4 Nos) with Chokha/Chana Aloo Curry + Tea (150 ml)	Roti(4) , Rice, Dal, One Seasonal Veg Curry, One Seasonal Dry	Marie Gold Biscuits (4 Nos) + Tea(150ml)	Roti(4) , Rice, Chicken Curry(100gm) , Paneer Masala + Dal
6.	Saturday	Plain Pratha(4) with Seasonal Vegetable Dry Shabji + Tea (150 ml)	Roti(4) , Rice, Dal, One Seasonal Veg Curry, One Seasonal Dry Veg Item	Marry Gold Biscuits (4 Nos) + Tea(150ml)	Roti(4) , Rice, Dal, One Seasonal Veg Curry, One Seasonal Dry Veg Item + Kheer
7.	Sunday	Puri (6 Nos) + Seasonal Vegetable Curry +Tea (150 ml)	Roti (4) + Veg Biryani + Raita+ One Seasonal Dry Veg Item	Marie Gold Biscuits (4 Nos) + Tea (150ml)	Roti , Rice, Egg Curry(2), One Seasonal Veg Curry , Jilebi

1. Green Salad, Papad, Pickle daily with Lunch and Dinner
2. Against any Non Veg Item, Paneer/ Mushroom items preparation to make for vegetarians.
3. Menu can be changed as per mess committee meeting decisions and market situation.
4. Serving of Fruit out of banana, mango, apple, watermelon, papaya, etc –three times a week in Breakfast
/ Serving of Sweet Dish three times a week in Dinner.
5. Any additional items kept by canteen contractor. The items and rate should be consented by the canteen committee of CIPET: CSTS, Ranchi.
6. **Sweet dishes are limited to 1 piece / per student.**

CONDITION 3: General Terms and Conditions:

Mess bidder will be finalized based on his / her experience, contracts executed earlier, capacity to prepare food of all regions, managerial abilities and other relevant factors as considered appropriate by the tender committee. If required, a team of wardens may also take visits to check up the quality of food being served etc. by the bidder at the place of his/her current contract of catering / mess / canteen services. Mess Bidder (herein after referred as bidder) is required to note that health, hygienic safety and satisfaction of the hostel inmates is the prime concern of the hostel authority. On behalf of the students of Hostels, CIPET: CSTS, Ranchi hereby lays down the following terms and conditions which shall be binding to the bidder.

1. This mess contract period is for 1 year initially. If hostel inmates and hostel authority is satisfied with the performance of the bidder, the contract period may be extended without inviting the tender.
2. The CIPET: CSTS, Ranchi will provide necessary facilities such as, electricity, furniture. These facilities will be in the charge of the Bidder and he / she will be responsible for any **loss/damage** other than usual wear and tear. In case of any loss or damage, the bidder will has to replace the lost items / carry out necessary repair, subjected to approval and instructions of the Wardens.
3. The maintaining safety, health and hygienic conditions in and around the mess will be the responsibility of the bidder. Warden's suggestions / actions regarding cleanliness have to be followed and the expenditure towards this is to be borne by the bidder.
4. The bidder is required to keep minimum one mess manager, one cook and a helper for effective functioning and management of the mess. The age of every mess worker must be between 18 to 50 years.
5. The bidder and mess workers have to behave politely with hostel inmates.
6. Smoking and intoxication (**drug, alcohol, Gutkha, Tambaku, etc.**) is strictly prohibited in the Institute premises.
7. One month notice is required on either side for the termination of the contract service if such a condition arises during the contract period.
8. The bidder must put complain register at the entrance of the mess which will be checked by mess committee/ hostel secretary/ Warden/ Chief Warden on regular basis.
9. If the mess management of the bidder is not up to the mark or, the quality of the food is found below standard or unhealthy or unhygienic, then **DIRECTOR & HEAD, CIPET :CSTS , Ranchi is fully empowered to terminate the contract with a short notice of one week.** The Hostel Wardens & Canteen Committee's opinion is final so far as the food quality / mess management is concerned.

- 10.** The food, raw materials, ingredients etc. are to be of good quality, clean, fresh, nutritious, hygienic and edible. Any type of **cooked food shall not be stored / preserved after meals**, not following warden's suggestions / instruction in such matters shall be considered as violation of terms and conditions of contract and shall invite penalty for the same.
- 11.** Mess workers and cook should be healthy and medically fit. They are required to have a regular Medical check up with the Institute Medical Officer/ any other doctor suggested by Warden. These expenses have to be borne by mess bidder themselves. If any mess worker is found medically unfit, he / she may not be given permission to continue his / her duties and mess bidder has to replace him / her immediately without fail.
- 12.** Bidders are required to give company uniform to the mess worker and mess supervisor / mess manager. It is to be ensured that whenever the mess workers are on duty they should be in uniform. The uniform should be cleaned / washed at least thrice in a week.
- 14.** Sample daily menu to be followed by the bidder is attached with this document. Any further change in Mess Menu will be prepared in consultation with dietician along with canteen committee. Menu can be changed, to suit the availability of seasonal vegetables and their market supply.
- 15.** The meals should be served at following timings:

Breakfast	--	07:30 a.m. to 09:00 a.m.
Lunch	--	12:15 p.m. to 01:45 p.m.
Evening Snacks	--	04.30 p.m to 06.00 p.m
Dinner	--	07:30 p.m. to 09:30 p.m.

The timings may be changed as and when such circumstances arise.
- 16.** Bidder shall provide light food to the sick student/s during his/their sickness period and no extra charge will be paid for the same.
- 17.** The payment of the bidder will in one / two instalments of the actual mess bill within 15 days after depositing the bill.
- 18.** The payment / calculation of mess bill would be on actual days of operation of the mess. Service charge will not be paid when mess is not operated due to official breaks/ vacations during the academic year.
- 20.** Bidder shall collect the guest charges directly from the students / guests who are not registered for Meals.
- 21.** Subletting of contract is strictly not allowed which can lead to termination of the contract.

22. The mess utensils to be provided by Mess/ Canteen contractor & it should be cleaned with hot water using detergent powder/soap after every meal.
23. The type of mess (Vegetarian / Non-Vegetarian) will be decided at the time of awarding the mess contract. However; non-vegetarian item can be prepared in vegetarian mess with the consent of hostel inmates and with prior permission of **Hostel Warden/Canteen Committee**.
24. All the items to be served in the mess including curd shall be prepared preferably in the mess.
25. The bidder is required to maintain the details / records of all his employees / mess workers. This information along with their photographs shall be submitted to the Hostel Warden in the prescribed format.
26. Tea / coffee / milk shall be served in evening / at night as per requirement with permission of Warden at the approved rate.
27. Liability / responsibility in case of any accident causing injury/ death to mess worker/s or any of his staff shall be of the bidder. The Hostel Section / Institute authority shall not be responsible by any means in such cases.
28. Bidder shall be solely responsible in case of incidence(s) of food poisoning 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 bidder as decided by the Hostel Wardens / Canteen Committee for such incidence/s.
29. The bidder shall not employ any mess worker whose track record is not good. He / She should not have involved in any **crime / offence / police case**.
30. Quality control will be done by Canteen committee members, and that charges will be paid by hostel sections. Monitoring of quality of food, hygiene, cleanliness, etc. in the mess operation area will be carried out on weekly basis and final score will be derived by taking average of weekly Quality Score (QS). The following scale will be adopted for monitoring of quality.

Quality	Very Poor	Poor	Good	Very Good	Excellent
Rating	1	2	3	4	5

Penalty will be imposed, if QS for the month will be less than 3.5 or below. The penalty amount will be decided by the Council of Wardens.

31. Storage / consumption of any alcoholic drink / liquor are strictly prohibited. The bidder shall not serve any of such substance / drink in mess / hostel. Smoking, consuming gutkha, tobacco, paan, etc. is also prohibited in hostel premises.
32. The bidder has to follow all labour laws / government laws in regard of employing the mess workers. The bidder shall be solely responsible for any dispute / violation of labour laws / government laws.

- 33.** The bidder shall be completely responsible for appropriate behaviour of the mess workers. If it is found that any worker has misbehaved with any of the hostel inmates / hostel staff, he has to take action as suggested by the Hostel Warden under intimation to the **Director & Head, CIPET :CSTS, Ranchi.**
- 34.** Wage to the mess workers will be disbursed by the mess bidder compulsory in the presence of hostel warden. If bidder will not give wage to the mess workers as per the Govt. labour laws, his contract may be terminated with a short notice of one week. The decision of a canteen committee / Hostel warden will be final in this matter. Bidder shall submit certificate of payment of salaries to all the mess workers in every month of mess operation.
- 35.** The bidder shall provide other prepared food items like biscuits, wafers, namkins and flavoured milk etc. in consultation with the Hostel Warden whenever such need arises on as per actual cost.
- 36.** Following deductions will be made from the bidder's mess bill:
- (a)** Gas to be arranged by bidder.
- (b)** Income Tax / GST Tax any other tax at the rate as applicable from time to time.
- 37. The following brands of grocery items are permissible to be used.**
- Atta:** Shaktibhog/Ashirwad/Golden Khazana
- Cotton seed oil/ Sunflower/ Mustard Oil :** Tirupati / Fortune/sunflower/ Kachi Ghani/Dhara
- All type of Masala:** Badshah/Everest/Ramdev/MDH/Kitchen King
- Bread:** Modern/Rakesh/Sudha/ Morris
- Ghee/butter:** Amul /Sudha/Medha/ Mother Dairy/ Patanjali
- Tea:** Tata Tea/Taj Mahal/ Brook Bond
- Salt:** Tata/Annapurna/ Aashirwad
- Besan:** Ramdev/ Rakesh / Jalan
- Noodles:** Maggie/Top Roman / Knorr
- Rice:** Good quality /any other equivalent to this / as approved by hostel warden/ canteen committee.
- Milk / Curd:** Amul /Sudha / Medha
- 38.** Mess will be closed as per the prior instructions of Hostel Warden during vacation under Intimation to competent authority.
- 39.** Bidder shall enter into an agreement for execution of this contract as per prevalent rules and regulations of Government of India and shall bear full cost for the same.
- 40.** Drainage line to be maintained/ repaired in case of blockage due to wastage of food material by the bidder at his/her own expenses.
- 41.** Responsibility of providing Medically-Fit Mess Staff - The contractor shall ensure that all employees engaged by him are free from communicable/ infectious disease and are also medically fit to work at mess. Medical officers specified by the Mess Committee/ Chief Warden /Warden shall conduct medical examination on every 2 (two) months or as decided by the Institute. The cost of the medical examination will be borne by the contractor. If in the opinion of the institute any of the

contractor's employee(s) is found to be suffering from any such disease/condition or if any employee(s) of the contractor is found to have committed misconduct or misbehaviour, the Mess Committee/Chief Warden/ Warden shall have the right to ask the contractor to remove such employee(s) without questioning the decision of the institute. The Institute shall be entitled to restrain such employee (s) from entering into the mess premise. Thereafter, the contractor shall have to provide a substitute(s) within a reasonable time.

- 42.** The contractor shall not appoint any sub- contractor for the work assigned to him without the written permission of the Mess Committee/Warden. Also, no part of the contract, nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or whosoever.
- 43. FESTIVE SPECIAL MEALS:** As directed by Hostel Warden/ Canteen committee for special menu with rate specified for such occasion based on holiday calendar of the Institute.
- 44.** Arbitration - Except as otherwise provided elsewhere in the contract, if any dispute, difference, question of disagreement or matter whatsoever, shall, before/ 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 thereof, shall be referred to a sole arbitrator to be appointed by the Director of the Institute at the time of the dispute. The award given by the arbitrator so appointed shall be binding on both parties. It will not be open to the parties to challenge the jurisdiction of the arbitrator after the award has been made.
- 45.** The caterer will be fined in case of violation of the following rules:
- i. Unavailability of complaint register on the counter/discouraging the complaint would lead to a fine of Rs. 500/- on the caterer.
 - ii. 3 or more complaints of insects found in any meal would invite a fine of Rs. 2000/- on the caterer.
 - iii. 10 or more complaints of unclean utensils in a day would lead to a fine of Rs. 1500/- on the caterer.
 - iv. If mess committee agrees that certain meal was not cooked properly then a fine of Rs. 1000/- would be imposed on the caterer.
 - v. If food for any meal over within timings of mess and waiting time is more than 20 minutes, then a fine of Rs. 1000/- would be imposed on the caterer.
 - vi. Changes in menu without permission of mess committee would result in a fine of Rs. 2000/- on the caterer.
 - vii. Fine on any discrepancy (personal hygiene of workers, Kitchen area, dining area etc) will lead to fine of Rs. 2000/- on caterer.
 - viii. For any rules stated in the agreement - First violation of the rule implies fine as per the rule. - Second violation of the same rule in the same calendar month will attract triple the initial amount of fine for the caterer. - All subsequent violations of the same rule would invite five times the initial amount of fine.

- ix. Absence of proprietor from mess council meeting (which will be held once every month) will attract a fine of Rs. 10,000/- on caterer.
- x. As and when mess council proposes a fine it will inform the representative of the caterer or mess manager and fine will be imposed with consent of the warden.
- 46.** Safety Regulations - In respect of all labour, employed directly or indirectly by contractor to perform the assigned job as part of the agreement, the contractor shall make necessary arrangements for the safety and security of workmen at his own cost as per safety codes of the CPWD, Indian Standards Institution, the Electricity Act, various safety regulations, rules and orders made there under and such other acts as applicable.
- 47.** Fulfilment of Statutory Provisions - The contractor shall be responsible for fulfilling the requirement for all statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Contract labour (Regulations and Abolition) Act and all other labour and industrial enactment at his own risk and cost in respect of all staff employed by him. The Institute shall be indemnified for any action brought against it for any violation/non-compliance of any of the provisions of any of the acts, etc. Hence, non compliance or violation of any of these provisions of any of the Acts would lead to the immediate termination of the contract. The contractor shall maintain all records required to be maintained under statutory enactments and the Chief Warden/ Warden and his authorized representatives shall be entitled to inspect all such records at any time. No worker below the age of 18 (eighteen) years shall be employed for the mess work. The Contractor has to pay the salary to workmen in presence of Chief Warden/ Warden and/or his authorized representatives as per payment of wages act every month for immediate previous months work without waiting for clearance of his pending bills. Failing which a penalty equivalent to 5% of monthly bill value shall be imposed on contractor.
- 48.** Accident or Injury to Workmen- The Institute shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor through claim from insurance company. The contractor shall indemnify and keep the Institute indemnified against all such damage and compensation whatsoever in respect or in relation thereto.
- 49.** For sick students, the contractor shall arrange to serve "sick diet" at their rooms. The sick diet shall be defined and provided by mess committee to the contractor.
- 50. At any circumstances the staff/employee of bidder/contractor shall not have any claim what so ever for any type of employment with CIPET: CSTS, Ranchi.**

FORM- I

TENDER/CONDITIONS ACCEPTANCE LETTER

(To be given on Company Letter Head) Date: -----

To

The Director & Head
CIPET: CSTS, Kaju Bagan
Hehal
Ranchi – 844 102

Subject: Acceptance of Terms & Conditions of Tender.

Tender Reference No :

Tender Name:

Dear Sir,

1. I/ We have purchased/downloaded the tender document(s) for the above mentioned 'Tender/Work' from the CIPET website- www.cipet.gov.in as per your advertisement, given in the above mentioned website.

2. I / We hereby certify that I / we have read entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.

5. In case any provisions of this tender are found violated, your organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against organization in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

FORM- II

CERTIFICATE OF ETHICAL PRACTICES

(This document shall be duly signed by the tenderer and to be attached with Technical Bid)

1. I/We assure the CIPET:CSTS, Ranchi that neither I/We nor any of my /our workers will do any act/s, which are improper / illegal during the execution of the contract awarded to us.

Neither 2. Neither I/We nor anybody on my /our behalf will indulge in any corrupt activities /practices in my/our dealing with the organization/institution.

3. I/We will have no conflict of interest in any of our work/contract at the institution.

4. We will keep the messes and its surroundings hygienic, neat & clean. It is our responsibility.

Place: -----

Date: -----

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

FORM- III

Commercial Bid**A. DAILY MESS RATE: Rates Quoted****PART 1**

Sl. No.	Description	Rate in Figure	Rate in Words
1.	Rate per day-per student for breakfast *		
2.	Rate per day-per student for Lunch *		
3.	Rate per day-per student for Evening Snacks + Tea *		
4.	Rate per day-per student for Dinner *		
5.	Total cost (Per day per student) *		

* These prices include all kind of material cost and profit margin of contractor. Applicable Tax (GST) Extra.

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