

Tender for Guest House Management including House Keeping and Catering Services in Guest House, IIT Patna.

Tender No.: IITP/ADMIN/GH/2023/01/17 Date:04/01/2023

IITP/ADMIN/GH/2023/01/17 I CONTENTS OF TENDER DOCUMENT

Tender for Guest House Management including House Keeping and Catering Services at, IIT Patna

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SECTION I

(NOTICE INVITING E-TENDER)

1. Bids under two bid systems (Technical and Financial) are invited Online at CPP Portal from eligible, experienced and financially sound Companies/Firms/Agencies for Guest House Management including House Keeping and Catering Services in IIT Patna. **Manual bids will not be accepted.**

2. Tender Documents may be downloaded from Central Public Procurement Portal http://eprocure.gov.in/eprocure/app or from IIT Patna website https://www.iitp.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 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/app.The portal enrolment is free of cost.

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 mentioned websites. 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 or before the last date as mentioned in critical data sheet. Further, all communications should be addressed to Incharge, Guest House, Indian Institute of Technology Patna, Bihar - 801106.

6. The Institute shall not be responsible for any delay in submitting online Bids. The Institute reserves the right to accept or reject any bid, cancel the tender without assigning any reason thereof. No correspondence in this regard will be entertained. Suitable action will be taken, if it is found at any stage that information/particulars given by bidder are false.

7. The interested bidders can inspect the premises of Guest House between 10:00AM to 5:00PM from 13/01/2023 The cost of such visit shall be borne by the Bidder. They may contact office of the guest house during office hours on any working day for ascertaining the job requirements and any other additional information/clarification required by them.

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

9. The Financial Bids of only those bidders who qualify in the technical bid stage and in presentation stage as per this tender document will be opened after evaluation by the Committee constituted for the purpose. No bidding firm will be allowed to withdraw its bids after technical bids have been opened. If any firm intends to withdraw after opening of technical bids, suitable action will be taken against the firm.

10. 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.

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

CRITICAL DATA SHEET

Date of Issue/Publication of Tender	04/01/2023
Bid Document Download Start Date	04/01/2023 (05:00 PM)
Bid Submission Start Date	04/01/2023 (05:30 PM)
Site Visit	13/01/2023 (During Office Hours i.e. From 10:00 AM to 5:00 PM)
Last Date and Time for submitting e-	13/01/2023
mail queries regarding technical specifications and other conditions of tender document	(5:00 PM) Kindly note that all queries are to be sent on registrar@iitp.ac.in
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)	13/01/2023 (12:00 Noon)
Bid Document Download End Date	27/01/2023 (05:00 PM)
Last Date and Time for Uploading of Bids	27/01/2023 (05:00 PM)
Technical Bid Opening Date	30/01/2023 (11:00 AM)
Earnest Money Deposit	Rs 10,00,000/- (Rupees Ten Lakh Only)
Address for Communication	Registrar Indian Institute of Technology Patna, Bihta, Patna – 801106, Bihar Email: <u>regstrar@iitp.ac.in</u> Ph 06115-233-084
Contract Duration	Initially for one year, (Extendable for next two years on annual basis subject to satisfactory performance to be reviewed at the end of every year)

1. Price Bid as BoQ_XXXX.xls

2. Price Bid as BoQ_XXXX.pdf

Sd./-

Registrar Indian Institute of Technology Patna Bihta, Patna – 801106 Email: registrar@iitp.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 (<u>URL:http://eprocure.gov.in/eprocure/app</u>). 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 on the CPP Portal may be obtained at <u>http://eprocure.gov.in/eprocure/app</u>.

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 Technical Bid (proforma given in Section - IX and other documents.

ii) Scanned copy of Pan Card, GST registration

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

B) Price Bid: Fill in BOQ xls format [Upload BOQ online also in PDF format as per Bidding Document]

Price Bid in duly filled up BOQ 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 uploaded 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

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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 Tenders will be received online through portal http://eprocure.gov.in/eprocure/app, 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 <u>https://eprocure.gov.in/eprocure/app</u>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <u>https://eprocure.gov.in/eprocure/app</u> 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 summarily rejected and suitable action will be taken.

SECTION III

Instructions to Bidders

1. Scope of Work

The scope of work is provided in Section VII of this document.

2. Earnest Money Deposit (E.M.D.)

₹ 10,00,000/- (Rupees Six Lakh only). Upload scan copy of EMD, failing which the bid will be rejected. The bidder registered with National Small Industries Corporation (NSIC)/Small Scale Industries (SSI)/ Micro & Small Enterprises (MSE), for the tendered work will be exempted for submission of Tender Fee. The tenderer should upload an authenticated/notarized copy of their valid registration certificate (current) with NSIC, MSE and SSI for grant of exemption.

Link for SB i-collect: <u>https://www.onlinesbi.sbi/sbicollect/icollecthome.htm</u> State-Bihar, Type- Educational Institute, Name- Indian Institute of Technology Patna Payment Category- EMD (Stores& Purchase)

EMD of unsuccessful bidders will be returned without any interest thereon after finalization of tender.

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 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 & Bid Securing declaration form as per Annexure V are 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 and a scanned copy of completely filled BoQ to be uploaded under cover 2.

- (a) The prices quoted must be as per prescribed format as given in the Section IX.
- (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.
- (c) 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.

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- **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 suitable action against the bidder concerned.

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 criteria. If any bidder does not meet the minimum criteria as laid down in this bid document, then its bid will be summarily rejected. No documents will be accepted in support of minimum 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 will be invited for a presentation. The date and time of the presentation will be intimated through e-mail to the bidders concerned. The bidders should be prepared to visit Guest House, IIT Patna at short notice. The Institute will evaluate the Technical Bids received to short-list the firms, who ful fill the eligibility criteria, on the basis of their "Technical Bids" submitted and the presentation.

Bidders may also be called for verification of the documents uploaded on CPPP from the original documents, as per the decision of the Committee, if required.

18. Opening of Priced Bids

- **18.1** Priced Bids of only those bidders who meet the essential criteria and whose techno commercial un-priced bids have been found to be substantially responsive will be opened.
- **18.2** The priced 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.

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.

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- **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 obligation 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.
- 24. This tender is being invited in compliance of Rule 144 (xi) of GFR Rules, 2017 as

under:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. Bidder (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this order means.
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) A natural person who is a citizen of such a country; or
 - f) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
- **25.** In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or though one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation
 - a.) "Controlling ownership interest" means ownership of or entitlement to more than twenty five percent of share or capital or profits of the company;
 - b.) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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- **26.** In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- **26.** In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capitals or profits of such association or body of individuals;
- **27.** Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- **28.** In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

SECTION IV

Introduction

1. Indian Institute of Technology Patna, 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 Guest House Management including Housekeeping and Catering services for its Guest House located near Director's Residence, IIT Patna - 801106. The total build-up area is 4943 sq. metre. The building consists G+2 structure. Salient features of the building are as under:

Ground Floor consists of:

- a) 14 (Fourteen) rooms + 3 (Three) Suite
- b) Toilets: 20 (Twenty)
- c) Corridors: 4 (Four)
- d) Waiting Room, Reception, Main Entrance, Dining Hall, VIP Dining Hall, Gymnasium, Recreation Room, Conference Room one each

First Floor consists of:

- a) 27 (Twenty Seven) rooms
- b) Toilets: 30 (Thirty)
- c) Corridors: 4 (Four)
- d) Meeting Room, Dormitory Room, Multipurpose Hall and Pantry one each

Second Floor consists of:

- e) 27 (Twenty Seven) rooms
- f) Toilets: 30 (Thirty)
- g) Corridors: 4 (Four)
- h) Waiting Lounge, Dormitory Room, Conference Hall one each
- 2. The interested bidders can visit and inspect the site i.e. premises of GUEST HOUSE, IIT PATNA on 13/01/2023 between 10:00AM and 5:00PM. They may contact the Committee Chairman (Prof. Preetam Kumar), Guest House, IIT Patna 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 13/01/2023 at 12:00 Noon to appraise the bidders about the Guest House operation, expectations of the Institute and to familiarize them with the scope of work and obligations in the proposed contract. The prospective bidders expressing interest must 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. IIT Patna shall hand over civil, electrical, Mechanical, Electronics, kitchen furniture, and household items to the agency with a list of inventory for operations and its use. All the

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inventory shall have to be returned by the agency in satisfactory condition as per practice before releasing of performance security. Cleaning related maintenance of all equipment pipelines gas burner etc is in the scope of Agency. The agency should maintain the kitchen waste properly to avoid closing of pipeline

5. 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, 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 its monthly subscriptions etc. shall be borne by the Institute. All repair and maintenance charges of guest house building, fire fighting equipments other than cleaning equipments as mentioned in this tender document will be borne by the Institute.

IIT Patna will hand over to the Service provider, materials like beds, cots, chairs, tables, etc. and the Service provider has to agree to keep proper acknowledgement and 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 Patna 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 and/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 person or firm or company, including a consortium (that is an association of several persons, or firms or companies), 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. A Standard (Model) Bidding Document is the standardised template to be used for preparing Bidding Documents after making suitable changes for specific procurement;
- 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 Visitor Accommodations, 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 at GUEST HOUSE, IIT Patna:
 - (i) Entire management of Guest House including Housekeeping and Catering Service

Requirement of minimum Manpower for providing the services:

S.No	Description of Manpower	Minimum Qualification and Experience	Minimum Number Required	Category
1.	Manager (Supervisor)	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	Highly Skilled
2.	Chief Cook	Degree 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 3 years post qualification work experience in relevant field in any Industry/Reputed Hotel/Organization	One	Highly Skilled
3.	Assistant Cook	Diploma in Catering Technology with 1 year post qualification work experience in relevant field in any Industry/Reputed Hotel/Organization	Three	Skilled
4.	Front Desk Executive	Graduate degree with minimum one year hospitality experience in reputed Hotel/Organisation	Three	Skilled
5.	Cleaning Machine Operator	Intermediate with minimum one year housekeeping and cleaning machine service in any organisation	Three	Semi- Skilled
6.	Room Boy/Attendant	Intermediate with minimum one year experience of Room Making & housekeeping in any organisation	Eight	Semi- Skilled

]	IITP/ADMIN/GH/2023/01/17		Date	e:04/01/2023
7.	Service (Pantry) Boy	Intermediate with minimum one year F&B Service experience in reputed Hotel/Organisation	Four	Semi- Skilled
8.	Kitchen Helper	Minimum one year kitchen Helper Experience in reputed Hotel/Organisation	Three	Unskilled
10.	Housekeeper (Safaiwala)	Minimum one year housekeeping experience in reputed Hotel/Organisation	Six	Unskilled
11.	Dishwasher	Minimum one year housekeeping experience in reputed Hotel/Organisation	Three	Unskilled
12.	Gardener (Mali)	Minimum one year gardening experience in reputed Hotel/Organisation	Four	Unskilled

Note: Manpower may be increased/decreased as per requirement with prior approval of the Competent Authority of IIT Patna

Further, it shall be the sole responsibility of the Service Provider to ensure that employees/workmen, deployed by it, fulfil the obligations undertaken by the Service Provider under this agreement.

Quantity, Qualification and quality of manpower should be up to the satisfaction of IIT Patna and for this, a committee may be authorized by the Competent Authority to look after the same as the payment for manpower is being released by IIT Patna.

Brief Description of Required Skills for aforementioned workers:

3.1 Manager Housekeeping:

- Having great hospitality skill in providing exceptional Visitor 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

3.2 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

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- 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

3.3 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

3.4 Pantry Boy/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.
- Other skills which are required to perform the tasks of pantry
- Crockery management, glassware and table ware management
- Set up crockery for lunch, dinner etc.
- Promptly provide water on demand
- Notify material requirements to in charge
- Basic knowledge of food safety and quality standards
- Communicate effectively with Visitoras well as in charge in a polite and humble language
- Other skills which are required to perform the tasks of pantry services

3.5 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

3.6 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

3.7 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

Code of Conduct for workers:

The Service provider shall strictly observe that its personnels:

- 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 Patna
- Shall 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.
- 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 Patna
- Shall 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, Visitor rooms and other places of GUEST HOUSE 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) Hand Scrubbing Machine for Wall tiles (One Piece

SECTION VII

Scope of Work

The Company/Firm/Agency shall undertake round-the-clock management, operation, housekeeping, catering, inventory management, monitoring of maintenance, accounting etc.

A. Scope of Work for Housekeeping Services

The Company/Firm/Agency shall 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 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 GUEST HOUSE 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 GUEST HOUSE 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.
- 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 PATNA.
- 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, good quality shoe shine/polish, shoe brush and pair of disposable slippers 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 GUEST HOUSE.
- 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 GUEST HOUSE well in advance. The consumables should be of standard quality and the same may be verified by the 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:

Visitor 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 PATNA.

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 chargeable basis. Such requests will be placed, as far 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 PATNA.
- 4. The Service provider shall be responsible for making arrangement for the cutleries, crockeries and other utensils of standard quality used for preparing and serving coffee, tea, break-fast, lunch & dinner as required from time to time.

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- 5. The Service provider is permitted to utilize the kitchen and store available in GUEST HOUSE for the purpose of cooking/storing the necessary vegetables/groceries. Cooking for regular breakfast/lunch/dinner must be done in the GUEST HOUSE kitchen only. The storeroom, kitchen, and dining area must be clean and hygienic.
- 4. If required, customized lunch/dinner shall be provided by the service provider at mutually agreed rates.
- 6. The Service provider shall maintain the account of the number of breakfast/lunch/dinner provided on a per day basis as well as on monthly 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 Institute's approved rates. The service provider has to arrange himself all the requisite items for cooking including Gas connection and refilling of Gas, vegetables etc.
- 8. Dining hall/Kitchen/Cafeteria service shall be rendered in hygienic condition by trained chefs, cooks, cleaners etc., details of which may be indicated. Appropriate pest-control treatment in kitchen/store- room areas must be undertaken periodically (once a week) by the service provider.
- 9. Meals should be provided as per the menu and rates 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 and/or special occasions (viz., seminars, workshops, conferences etc.) for Lunch / Dinner for vegetarian dishes.
- 10. Kitchen items and utensils 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 equipments 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. Penalty shall also be imposed if not strictly adhered to.
- 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.

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- 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 Service provider 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 Service provider 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 GUEST HOUSE.

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.

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.

SECTION VIII

MINIMUM QUALIFICATIONS REQUIRED FOR BIDDING

The bidders having following minimum qualification are eligible for bidding:

1. The bidder must have minimum 3 (Three) years of experience in providing housekeeping services, reception and room allotment services, general maintenance services and catering services in Visitor accommodation of Public Sector Undertakings/Central/State Government Departments/Central Institutes/Central Autonomous and other institute of national importance Body for a minimum of 25 rooms capacity.

Preference will be given to bidders having ISO 9001-2015 certification.

2. The bidder must have at least 1(One) ongoing contract and 2 successful completed contracts for providing housekeeping services, reception and room allotment, general maintenance services and catering services in last 5 years in Visitor accommodation of at least 25 or more rooms capacity in Public Sector Undertakings/Central/State Government Departments/ Central Institutes/Central Autonomous Body.

3. The bidder must have at least 1 successful completed contract for providing housekeeping services, reception and room allotment, general maintenance services and catering services in last 4 years in Visitor accommodation of at least 25 or more rooms capacity in IITs/IIMs and other institute of National Importance.

4. The bidder/Company/Firm/Agency must have an average annual turnover of Rs.1 crore or more in the last three financial years (i.e. 2019-20, 2020-21 and 2021-22).

5. The bidder/ Company / Firm / Agency should be registered with the appropriate registration authority (ies) (labour commissioner etc.) of the Bihar State and Central Government, as per relevant Acts and rules. Bids of the bidder/Company/Firm/Agency non- complying labour laws, relevant Acts and rules will be out rightly rejected.

6. The bidder/Company/Firm/Agency will have to provide details of Income Tax and Service Tax return of the firm for last three financial years (2019-20, 2020-21 and 2021-22).

7. The bidder/Company/Firm/Agency has to submit Profit & Loss Account/ Income and Expenditure Account along with Balance Sheet for the preceding three financial years (2019-20, 2020-21 and 2021-22).

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

9. The bidder /Company / Firm / Agency shall submit an affidavit stating that the agency has not been blacklisted by Central Government/ State Government/ any PSU/ any Central Autonomous Body in last three financial years. Exemption to comply with any of the above criteria must be duly supported by the Government orders and/or OMs and other Government documents and copy (ies) of the same must be uploaded. Non compliance with any of the above conditions by the Service Provider will amount to non-eligibility for the services for which tender has been floated and its tender will be rejected being non responsive. Bidders must upload 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 proofs must be uploaded with the technical bid.

SECTION IX

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

(For Guest House Management including House Keeping and Catering Services in IIT Patna)

1	Nous of Tourise Commune / Firm / A commu				
1	Name of Tendering Company/ Firm/ Agency (Upload Certificate of Registration)				
2	Name of Director/Proprietor of				
2	Company/Firm/Agency				
3	Full Address of Registered Office with				
U	(i) Telephone No.				
	(ii) Fax				
	(iii) E-mail				
4	Full Address of operating/ Branch office with				
-	(i) Telephone No.				
	(ii) Fax				
	(iii) E-mail				
5	Banker of Company/ Firm/Agency with full				
•	Address (Attach certified copy of Bank				
	Statement)				
6	GST Registration Certificate (Attach self-				
	attested copy)				
7	E.P.F. Registration No. (Attach self-attested				
	copy)				
8	E.S.I. Registration No. (Attach self-attested				
	copy)				
9	Number of years of experience in providing				
	housekeeping and catering services in				
	minimum 25 rooms capacity Visitor				
	Accommodation in PSUs/Central/State				
	Government/ Central Autonomous				
	Bodies/Central Research Organisation/				
	(Upload copy of experience certificate)				
10	Details of ongoing as well as successful	S.	Details	Value	Period
	completed contracts in providing	No.	of client	of	(From
	housekeeping and catering services in		along	Contract	To)
	minimum 25 rooms capacity Visitor		with	(in Rs.)	
	Accommodation PSUs/Central/State		address,		
	Government/ Central Autonomous		telephone		
	Bodies/Central Research Organisation/		and e-		
	(Upload experience certificate)		mail Id		
11	Number of Sotiafactory Derformer				
11	Number of Satisfactory Performance Certificates				
12	Details of equipment available with the Bidder				
14	to be used for housekeeping purpose along				
	with supporting documents.				
	with supporting documents.	<u> </u>			

IITP/A	DMIN/GH/2023/01/17	Date:04/01/2023
13	Income Tax returns for financial year 2019-20, 2020-21 & 2021-22 (Upload copy of ITR)	
14	Total turnover financial year wise for preceding three years at least (As per attached proforma)	
15	Total number of employees in the Company/ Firm/ Agency	
16	Affidavit stating that the Company/Firm/Agency has not been black listed by Centre/ State Government/ PSU in last three years (upload Annexures)	
17	Declaration about fraud and corrupt practices (Upload duly signed and attested)	
18	Earnest Money Deposit (upload copy of proof)	
19	Details of Tender Processing Fees (i) UTR No. (ii) Date (iii) Amount	
20	ISO Certification 9001:2015 (Upload copy of ISO Certificate)	
21	Any other information	

IITP/ADMIN/GH/2023/01/17 Date:04/01/2023 Proforma for annual turnover duly certified by the Chartered Accountant

	Financial Year					
Description	2019-20	2019-20 2020-21 2021-22				
Annual Turnover						
Profit before Tax						
Profit after Tax						
Assets						
Liabilities						

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 along with the above application are true and authentic to the best of my knowledge and belief. I/ We, am/are aware of the fact that furnishing of any wrong/false information/ fabricated document 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 Guest House Management including House Keeping and Catering Services in Guest House, IIT Patna)

Name of the Service Provider:

PART-A (Housekeeping Services)

S. No.	Description	Total (in Rs.)
1.	Admin./Service Charges per Month	
2.	Uniform Charges for workers – 2 Set for Summer and 2 Set for Winter (per Month)	
3.	Uniform washing charges for workers as per tender document (per Month)	
4.	Cleaning Materials (per Month)	
5.	Charges per Month for maintenance of Machines required for House Keeping	
6.	Toiletries set supplied to Visitors (per set of shampoo, conditioner, body wash, body	
	lotion, toothpaste, toothbrush & comb)	
7.	Total	

Note: 1. It is to be noted that the prices must be quoted as per the above minimum quantities (wherever quantity indicated) per month but monthly billing will be only based on actual quantities used (wherever quantity indicated). No deviation shall be entertained in this regard. One Month means 30 calendar days.

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

3. Quoted rates should be sufficient to meet out all the contractual obligations efficiently including statutory deductions. If a firm quotes Nil rate (s)/ consideration (s), the bid shall be treated as unresponsive and will not be considered.

4. Current minimum rates of wages paid to the deployed workers by the Service Provider as per this tender document during the contract period for VDA for area "C" at Patna as per the order of Ministry of Labour and Employment, Govt. Of India including EPF and ESI contributions as amended from time to time shall also be reimbursed on monthly basis in addition to the above

IITP/ADMIN/GH/2023/01/17 **Proforma for Financial Bid**

Date:04/01/2023

(For Guest House Management including House Keeping and Catering Services in Guest House, IIT Patna) Name of the Service Provider:

PART-B (Catering & Laundry Services)

S.No.	Description	Qty	Rate	Total Amount
1.	Теа	1		
2.	Coffee	1		
3.	Hot Milk	1		
4.	Breakfast – Veg*	1		
5.	Breakfast – Non-veg*	1		
6.	Lunch/Dinner – Veg*	1		
7.	Lunch/Dinner – Non-Veg*	1		
8.	Special Lunch/Dinner – Veg*	1		
9.	Special Lunch/Dinner – Non-Veg*	1		
10.	Buffet Lunch/Dinner for VVIPs – Veg*	1		
11.	Buffet Lunch/Dinner for VVIPs – Non-Veg*	1		
12.	Bottled Water (1L)	1		
13.	Coffee, Tea, Sugar, Milk one sachet each	1		
14.	Juice (200ml)	1		
15.	Snack Packets – Two Snacks and Two Sweets	1		
	Total			

* Menu as per Annexure V

S.No.	Description	Qty	Rate	Total Amount
1.	Bedsheets	1		
2.	Pillow Cover	1		
3.	Bath Towel	1		
4.	Hand Towel	1		
5.	Blanket	1		
6.	Long Curtains	1		
7.	Comforter (for Suits)	1		

IITP/ADMIN/	/GH/2023/01/17	Date:04/01/2023	
		Total	

Note: 1. It is to be noted that the prices must be quoted as per the above minimum quantities (wherever quantity indicated) per month but monthly billing will be only based on actual quantities used. No deviation shall be entertained in this regard.

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

3. Quoted rates should be sufficient to meet out all the contractual obligations efficiently including statutory deductions. If a firm quotes Nil rate (s)/ consideration (s), the bid shall be treated as unresponsive and will not be considered.

SECTION X

1. Evaluation Scheme

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

S. No.	Description	Criteria for Marks	Minimum marks required for Qualifying in Technical Criteria	Maximum Marks
1.	Number of Years of experience in providing housekeeping and catering services in Guest Accommodation with minimum 25 rooms in PSUs/Central/State Government/Central Institutes/Central Autonomous Body	2 mark for 1 year of experience subject to maximum of 10 marks	6	10
3	ISO certification 9001:2015	2 mark for valid certificate	0	2
4	Number of successful completed contracts in Guest accommodation with minimum 25 rooms for providing housekeeping and catering services in last five years in PSUs/Central/State Government/Central Institutes/Central Autonomous Body	3 mark for 1 contract each subject to maximum of 9 marks	6	9
5	Number of successful completed contracts in Guest accommodation with minimum 25 rooms for providing housekeeping and catering services in last five years in IITs/IIMs and other institute of National Importance	2 marks for 1 contract each subject to maximum of 6 marks	2	6
6	Minimum turn-over of Rs.1 Cr during each of the last three financial years	1 marks for min turnover and 1 mark each for additional 1 crore subject to max of 5 marks	3	5
7	Number of ongoing Contracts in Guest accommodation with minimum 25 rooms for providing housekeeping and catering services in PSUs/Central/State Government/Central Institutes/Central Autonomous Body	1 mark for one ongoing contract and 1 mark each for additional ongoing contracts subject to maximum of 3 marks	1	3
8	Total		18	35

The technical committee will evaluate the proposals on various parameters as detailed in this document. Bidders meeting the bidder's minimum eligibility criteria and scoring a minimum of 18 marks in aggregate (out of 35) will be qualified for presentation. The evaluation of the technical committee is final and binding.

B. Presentation

All technically qualified bidders will have to present about their technical specifications, their firms' performance in the area of housekeeping services, catering services, facilities and innovative ideas in improving the services of GUEST HOUSE before the Technical Committee, IIT PATNA Patna. The presentation will be of 15 minutes. The presentation will be evaluated for maximum 35 marks and qualifying marks will be 20 marks.

S.No.	Points to be included	Maximum Marks
1.	Past Exposure with Organisation	
2.	Taking over plan and Future plan for running guest	
	house	
3.	Others (Feedback from Current and Past Organisations,	35
	Financial Viability, Presentation Skill, Demonstration,	
	Manpower Exposure, Reputation of	
	Organisation/market Value etc.)	

C. Financial Evaluation Scheme

Financial Bids of only those bidders will be opened who are declared qualified in both stages i.e. in technical evaluation (A) stage and in presentation stage (B) and who are having total of 38 marks or above out of maximum 70 marks as per marking scheme given in this tender document.

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 30. The financial bid of other bidders will be given marks as F=30xL/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= 35%
- B) Presentation Evaluation= 35%
- C) Financial Evaluation= 30%

Summation of scores part A and B of technical evaluation and score of C as per formula indicated above will decide award of contract, . In case of tie, the bidder having higher Technical + Presentation marks will be declared successful

However, the Institute reserves the right to reject any financial bid on the basis of abnormally low and/or high prices quoted in comparison to the prevailing market price (s)of any item and/or all items. If a firm quotes Nil rate (s)/ consideration (s), the bid shall be treated as unresponsive and will not be considered. The Institute's decision shall be final and binding in this regard.

The substantial responsive Bidder/Company/Firm/Service Provider will be declared finally successful for award of contract after financial evaluation based on evaluation scheme.

SECTION XI

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 service provider will provide standard quality of uniform to the person deployed at Guest House at their own cost. No recovery shall be permissible from the outsourced staff on account of providing uniform. Colour, design and quality of uniform shall be mutually decided by the first and second party.

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	doci	uments	are	available	on	IIT P	atna	website:
www.iitp.a	ac.in	and	Central	Public	Procu	rement	Portal	(CPPP)
https://epro	ocure.g	ov.in/epi	rocure/app.					

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 PATNA 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 PATNA.
- 6.3 The Service provider shall appoint fully qualified and competent workers as per the requirement and eligibility mentioned at para 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 Incharge, GUEST HOUSE. 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 GUEST HOUSE before the commencement of work:

a. List of Manpower short listed by the Service provider for deployment at GUEST HOUSE containing full details i.e. date of birth, marital status, address etc. along with copies of educational qualifications and experience certificates;

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

c. Character certificate from Group 'A' officer of the Central / State Government/CAB etc..

d. Certificate of verification of antecedents of persons by local police authority.

e. Their deployment will be only after the clearance from the security unit of IIT Patna.

f. Medical fitness certificates of the persons deployed.

- 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 the Director, IIT PATNA 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 leave availed would be subject to penalty to the service provider.

- 6.8 The allotment of rooms (accommodation), in the GUEST HOUSE will be done by the Incharge, GUEST HOUSE. 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 Accommodation/Room charges will be collected by the service provider through QR Code/ PhonePe/ GPay/UPI/POS/RTGS etc. into IIT Patna Bank Account only. Cash transactions for Accommodation/Room charges shall not be accepted. Service provider shall issue Tax Invoice /Bill of Supply (as applicable) on behalf of IIT Patna and maintain proper record of invoice issued. Servicer provider shall submit statement of invoice to F&A section of IIT Patna at the end of the month for GST compliance. Reconciliation of bill raised and amount collected should be submitted along with monthly statement to F&A section.

Catering charges shall be collected by the service provider directly in its accounts by raising proper invoice.

- 6.10 No Accommodation for workmen and Manager shall be provided by the Institute. The Service provider shall have to make his own arrangement for the lodging and boarding for their workmen if the allotted space if not sufficient to accommodate all deployed manpower.
- 6.11 The service provider or his representative will not allow any unauthorized person including company officials to stay in the GUEST HOUSE. If at any time or during surprise check it is found that any unauthorized person is staying in the GUEST HOUSE, 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 PATNA 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 rules and 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 PATNA 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 PATNA 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 GUEST HOUSE

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 PATNA shall in no way be responsible for settlement of such issue.
- 6.16 IIT PATNA 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, ad-hoc regular / confirmed employees of IIT PATNA 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 not have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in IIT PATNA. The Service provider should communicate the above to all the manpower deployed in IIT PATNA 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 PATNA.
- 6.19 In case, the service provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IIT PATNA is put to any loss / obligation, monetary or otherwise, IIT PATNA 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 Patna. 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.
- 6.22 Bill of service provider shall include payable wages and other charges.

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 PATNA for the services provided on receipt of pre-receipted 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 PATNA 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 rules and 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 PATNA 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 PATNA 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 GUEST HOUSE, IIT PATNA 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, ad-hoc regular / confirmed employees of IIT PATNA 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 PATNA. The Service provider should communicate the above to all the manpower deployed in IIT PATNA 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 GUEST HOUSE, IIT PATNA 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 PATNA 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 PATNA is put to any loss / obligation, monetary or otherwise, IIT PATNA 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 PATNA from all legal, FINANCIAL, statutory, taxation, and associated other liabilities.
- **8.8** To resolve any dispute/legal issue matter will be referred toDirector, IIT PATNA or a person nominated by him. If any dispute/legal issues are not settled through arbitration, then legal jurisdiction would be Patna 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 PATNA 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 PATNA. The Service Provider will provide Visitor 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 subject
	Reception, Lobby, Corridor etc.	to maximum of Rs. 10000
		per month
2.	Non wearing of uniform	Rs. 100=00 per day per
		person subject to maximum
		of Rs.1000 per month
3.	Supply of Food other than that decided in the	Rs.200=00 per meal
	Menu	subject to maximum of Rs.
		1000 per month
4.	Laundry Default	Rs. 100=00 per day subject
		to Rs. 5000 per moth
5.	Sub standard Catering Service	Rs.1000=00 per complaint
		subject to maximum of Rs.
		10,000 per month
6.	Habitual short Attendance	2% deduction in Admin
		Charges per month

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 PATNA will be final 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 PATNA 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 PATNA 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 PATNA 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 PATNA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, the IIT PATNA 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.

For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;"

SECTION XII

Service Level Agreement

This agreement is made at Patna on between the **Indian Institute of Technology, Patna** 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 **First Party** is on the lookout for a suitable party for providing Housekeeping and Catering services for its (GUEST HOUSE) IIT Patna.

Whereas the **Second Party** (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) has quoted for providing Housekeeping and Catering services at GUEST HOUSE, IIT Patna 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 IIT Patna may renew/extend the contract to such further period(s), as it may deem proper and in any case not exceeding 3 (three) years (one year each after evaluation by a committee constituted by the Institute for the purpose) from the date of completion of initial contract of one year, having regard to the quality and manner of the Service Provider's performance. However, it shall be with consent/written request by the Service **Provider in this regard**.

However, first party reserves its right to terminate the agreement by giving two months advance 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 tender document under this agreement 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. Tentative 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 Three
- (d) Front Desk Executive Three
- (e) Cleaning Machine Operator Three
- (f) Room Boy/Attendant Eight
- (g) Service (Pantry) Boy Four
- (h) Kitchen Helper Three
- (i) Housekeeper (Safaiwala) Six
- (j) Dishwasher Three
- (k) Gardener (Mali) Four

Manpower 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 throughout the period of contract.

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, with such equipment as may be considered necessary. Prior permission from the Competent Authority of IIT Patna is required for increase of Manpower.

- 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 PATNA. 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 legislation 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 not have 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 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" 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.

4. COMPLIANCE OF LAWS OF LAND:

- i. 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 along with the first month bill and subsequently the same will be paid on monthly basis along with 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 3% of the contract value in the form of F.D.R./Bank Guarantee in favour of "Registrar, IIT PATNA", Patna. 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 GUEST HOUSE. 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 Incharge, GUEST HOUSE 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 GUEST HOUSE before the commencement of work:

a. List of Manpower short listed by Second Party for deployment at GUEST HOUSE 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. Certificate of verification of antecedents of persons by local police authority.

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

f. Medical fitness certificates by the authorised Medical attendant (s)

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 GUEST HOUSE will be done by the Incharge, GUEST HOUSE 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 Second Party and the same will be deposited as per the procedure of First Party. Room charges including advance collected during Saturdays, Sundays and notified holidays should be deposited on next working day, failing which 24% interest will be charged on the withheld amount from Second Party.

17. 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 if the allotted space if not sufficient to accommodate all deployed manpower.

18. Second Party or his representative will not allow any unauthorized person including company officials to stay in the GUEST HOUSE of First Party. If at any time or during surprise check it is found that any unauthorized person is staying in the GUEST HOUSE, 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 whole sole 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 GUEST HOUSE 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.) 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 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 Patna. 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 Patna.

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 Patna, Bihar

Second Party

Service provider

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

First Party

1. Witness

(a) Signature	
(b) Name	••••

(c) Address

2. Witness

(a) Signature
(b) Name

(c) Address

2. Witness

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

Annexure-I

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 II

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 PATNA OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT PATNA)

To,

The Registrar, Indian Institute of Technology Patna-801106

LETTER OF GUARANTEE

WHEREAS Indian Institute of Technology Patna, (Procuring Entity) has invited tender vide Tender No...... dated...... for procurement of

•••••	•••••	• • • • • • • • • • • • • • • • • •	AND	where we said tender document requires in	lai
eligible	successful	bidder	(Service	Provider)	••••
wishing			to	supply	the
service					

in response thereto shall establish an irrevocable Performance Bank Guarantee in favour of "The Registrar, Indian Institute of Technology Patna" in the form of Bank Guarantee for Rs. Three Lakh only. The Performance Bank Guarantee shall remain valid for a period of 60 (sixty) days beyond the date of completion of allcontractual obligations of the Service Provider, including warranty obligations from the date of issue of Performance Bank Guarantee and the eligible successful bidder (the Service Provider) shall submit the same within 14 (Fourteen) days from the date of Award of Contract.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said bidder (Service Provider) fails to abide by any of the conditions referred to in tender document / Award of Contract, this Bank shall pay to Indian Institute of Technology Patna on demand and without protest or demur Rs).

This Bank further agrees that the decision of Indian Institute of Technology Patna (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 Patna (Procuring Entity). Notwithstanding anything contained herein:

1.	Our	liability	under	this	Bank	Guarantee	shall	not	exceed	Rs.
 			(Indi	an Rup	ees			only).		
2.]	This Ba	ank Guaran	tee shall	be vali	d up to		(date)	and		

Yours truly,

Signature and seal of the guarantor: Name of Bank:

Address:

Date:

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

Annexure III

Technical Compliance Statement

S.No.	Description	Yes/No
1.	3 (Three) years of experience in providing housekeeping services,	
	reception and room allotment services, general maintenance services	
	and catering services in Visitor accommodation of Public Sector	
	Undertakings/Central/State Government Departments/Central	
	Institutes/Central Autonomous Body for a minimum of 25 rooms	
	capacity.	
2.	ISO 9001-2000 certification (Desirable only)	
3.	At least 2 successful completed contracts for providing	
5.	housekeeping services, reception and room allotment, general	
	maintenance services and catering services in last 5 years in Visitor	
	accommodation of at least 25 or more rooms capacity in Public	
	Sector Undertakings/Central/State Government Departments/	
	Central Institutes/Central Autonomous Body.	
4.	At least 1 successful completed contract for providing housekeeping	
4.	services, reception and room allotment, general maintenance	
	services, reception and room anothent, general maintenance services and catering services in last 5 years in Visitor	
	accommodation of at least 25 or more rooms capacity in IITs/IIMs	
5.	and other institute of National importance.	
3.	At least 1(One) ongoing similar contract for at least 25 or more	
	rooms capacity in Public Sector Undertakings/Central/State	
	Government Departments/ Central Institutes/Central Autonomous	
(Body	
6.	Average annual turnover of Rs.1 crore or more in the last three	
7	financial years	
7.	Details of Income Tax and Service Tax return of their firm for last	
0	three financial years (2019-20 to 2021-22)	
8.	Proft & Loss Account/Income and Expenditure Account along with	
	Balance Sheet and Independent Audit report for the preceding three	
-	financial years (2019-20 to 2021-22)	
9.	Valid PAN and GST Number	
10.	ESI and EPF Registration Number	
11.	Proof of either the Registered Office or one of the Branch Offices of	
	the bidder should be located in Bihar	
12.	Affidavit stating that the agency has not been blacklisted by Central	
	Government/ State Government/ any PSU in last three years	
13.	Details of successful contracts of minimum 1 year duration in	
	providing housekeeping and catering services in last five years in	
	PSUs/Central/State Government/ Central Autonomous	
	Bodies/Central Research Organisation/ Central Institutes/Central	
	Autonomous Body.	
12.	Satisfactory Certificate from last Two Major Client	
13.	Details of equipment available with the Bidder to be used for	
	housekeeping purpose along with supporting documents	
14.	Total turnover financial year wise for preceding three years at least	
	(As per attached proforma)	
15.	Declaration about fraud and corrupt practices (Duly signed and	
	attested)	

Annexure IV

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 Patna 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 Patna 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 PATNA, Patna, and SD shall be forfeited. In addition to the above IIT PATNA, 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

Annexure V

MENU FOR BREAKFAST/LUNCH/DINNER

Breakfast Main Course (VEG) : Chola Bhatura/Paneer Paratha/Upma & Poha/Sathu Paratha/Idli Vada/Vermicelli Upma & Sooji Halwa/Aloo Paratha

Breakfast Main Course (NON-VEG) : Any dish containing 2 Eggs. **Breakfast Accompanied** -Bread , Butter, Jam, Corn flakes / Choco milk, Fruits, coffee/tea, sweet/green chatni and pickles

Regular Lunch/Dinner Main Course (VEG) : One Seasonal Dry Vegetable, One Seasonal Gravy Vegetable, One Dal (Different everyday), One Sweet (Different everyday)

Regular Lunch/Dinner Main Course (NON-VEG) : One chicken/Fish gravy dish in addition to above

Regular Lunch/Dinner Accompanied - Tawa Roti, Basmati plain rice, seasonal salad, papad, pickles, Rayta (Different Everyday)

Special Lunch/Dinner Main Course (VEG): - One Hot/Cold Beverage Two Starter Snack, One Soup, One Paneer Vegetable, One Seasonal Dry Vegetable, One Seasonal Gravy Vegetable, One Dal, One Sweet.

Special Lunch/Dinner Main Course (NON-VEG): - All of the above including one chicken/fish gravy dish

Special Lunch/Dinner Accompanied - Puri/Kachori, Basmati Pulao, seasonal salad, papad, pickles, Rayta

VIP Lunch/Dinner Buffet Main Course (VEG): - Two Hot/Cold Beverage Four Starter Snack, Two Soup, One Paneer Vegetable, One Seasonal Dry Vegetable, One Seasonal Gravy Vegetable, One Dal, Two Sweet.

VIP Lunch/Dinner Buffet Main Course (NON-VEG): - All of the above including one chicken/fish Snack and one chicken/fish gravy dish **VIP Lunch/Dinner Buffet Accompanied** - Puri/Kachori, Basmati Pulao, seasonal salad, papad, pickles, Rayta