

**GUEST HOUSE MANAGEMENT INCLUDING SECURITY & HOUSEKEEPING  
SERVICES AND PROVIDING CATERING SERVICES FOR THE  
CONFERENCES/EVENTS AND THE GUEST HOUSE**

**TERMS AND CONDITIONS**

**Introduction.**

Institute for Defence Studies and Analyses (IDSA) is a premier strategic and security studies think-tank in India. IDSA is situated at No.1 Development Enclave Rao Tula Ram Marg Delhi Cantt., New Delhi -110010 and 1 Km far from RR Hospital, New Delhi. IDSA has decided to entrust the work of Guest House Management Including Security & Housekeeping Services and Providing Catering Services for the Conferences/Events and the Guest House to reputed and well experienced agencies on contract basis. The agencies that fulfill the requirements as specified in the terms & conditions of this document shall be eligible to apply.

The agency's representative(s) may visit the office of the Estate Manager for inspection of site and appraisal of work involved, between 1000 H to 1600 H on any working day after publication.

The nature, scope, terms and conditions of work are given in the tender document. You are required to submit your bid in the given format and upload on or before 14 Mar 2019, 1500 hrs on e-procurement Portal at - <https://www.tcil-india-electronicstender.com>.

1. The rates quoted should include the cost of material, manpower, garbage disposal, catering charges and statutory components including Bonus as per bonus Act, excluding GST, The rates quoted for the work will be firm for the period of one year also consider **any increase in minimum wages during the period shall be kept in mind while bidding. Further Minimum wages for second & third year will be increase as per latest wages as notified by Govt. of NCT Delhi.** IDSA will not be responsible for any changes of rules, octroi, increase in cost of material, during the period of One year.
2. The 02-Housekeepers will be considered under unskilled and 03- guards in semi-skilled category and 01-Operation manager (Minimum Graduation level).
3. Quoting less with respect to violation of Minimum wages Act, Contract Labour Act, Govt. of NCT Delhi, Ministry of labour and Employment order and other statutory provisions shall be liable for disqualification. No communication will be entertained in this regard. The EPF, ESIC & Bonus, etc. Minimum wages are mandatory and should be as per the latest notification of Govt. of NCT Delhi.
  - (i) The contractor should ensure payment of existing minimum wages as per Minimum wages Act. 1948 as revised from time to time to the staff deployed by him. Non-adhering to the said Act will result in cancellation of contract, forfeiture of Performance Bank Guarantee (PBG) and appropriate administrative action.





- (ii) The amount of EPF, ESI, and Bonus shall be quoted strictly as per prescribed government rates. However, payment for this statutory obligation shall be made with monthly bills on production of documentary evidence to the effect that the same has been deposited by the contractor in the concerned account of the individual deployed by him. The contractor shall also abide by the provisions of Child Labour (Prohibition and Regulation) Act, 1986.
- (iii) The contractor shall arrange for such facilities as provided for in the Contract Labour Act for the welfare and health of the staff members employed for the work.
- (iv) **Responsibility for payment of wages** – The contractor shall ensure payment of wages to its workers through cheque/ECS and also to upload this information on his website and in case the contractor does not have his own website in that case the requisite information be uploaded on the website of the principal Employer i.e IDSA by submitting details on monthly basis as per payment terms.

4. **Register and records to be maintained.** Register of Wages cum Muster Roll of persons employed. The details in register will be signed /authenticated by a representative of IDSA.

5. **Details of Guest House.** The Institute has one guest house namely Scholar's Transit Accommodation (STA), which is located inside the IDSA campus and consists of 14 apartments (8 single bed Room, 4 two bed room and 2 three bed room apartments). All the apartments are air conditioned and all the rooms are completely furnished by IDSA with beds, study table, LCD, sofa with cushions, dining table, chairs etc with attached toilet/bathroom. In addition, it has a Cafeteria, reception desk cum office area. The area of apartments & surroundings is as follows:-

- (i) Single bed Room Apartment -50 Sq Mtr-8 Nos
- (ii) Two Bed Room Apartment -100 Sq Mtr-4 Nos
- (iii) Three bed Room Apartment-138 Sq Mtr -2 Nos.
- (iv) Cafeteria, office cum Reception desk Area & surroundings – Approx 400 Sqm

6. **Mode of Operation.**

a) **Guest House Management**

- i) The accommodation shall always be allotted by IDSA and all revenues generated by way of licence fee would be deposited with IDSA, if any, collected by the service provider.
- ii) The accommodation shall be allotted to guests by IDSA Administration during various conferences/events.
- iii) There is a reception cum office area and a cafeteria at the ground floor of STA. All furnishings, furniture and fittings in said facilities have been provided by the Institute excluding for cafeteria. Furniture for the cafeteria shall be provided by the service provider.



iv) The licence fee for hiring of apartments shall be fixed by the Institute from time to time.

b) **Catering Services**

i) The Contractor will provide catering services for conferences & seminars as and when organized by the Institute and run a restaurant in the Institutional building. The Contractor shall also provide catering for scholar's cafeteria in the institutional building on daily basis and cafeteria at the guest house as and when required vide financial bid at **Annexure IX**.

ii) The Contractor shall completely furnish and equip the kitchen & dining areas including Scholar's Cafeteria / restaurant / Banquet Hall / cafeteria at guest house.

iii) The Contractor shall also keep arrangement for cocktail dinner parties including counter, cutlery, etc.

iv) The Contractor shall pay for electricity charges (metered) incurred in the catering area at Institutional building.

v) Revenue generated by providing the catering services shall accrue solely to the Contractor as per the approved rates.

vi) The Contractor shall deploy sufficient manpower such as Manager (F&B), cooks, stewards, housekeepers, etc for providing catering services at the cafeterias', restaurant and banquet hall / dining areas.

vii) **The Contractor shall be responsible for cleaning / sanitation** in the catering area including kitchen, banquet hall, Chanakya I & II, ladies / Gents toilet, service lift, lobby, staff canteen etc. The Catering area should be hygienic, neat & clean at all times.

viii) The contractor shall arrange disposal of collected garbage as generated from catering area on daily basis. The vehicle for disposal to the nearest scheduled site, as specified by the municipal corporation / MES, will be arranged by the contractor at his own cost. **IDSA holds no responsibility in this regard.**

ix) The contractor is required to deploy sufficient persons for serving the food and for cleaning (removing the plates, used tumblers, cleaning the tables, used Crockery etc.) at all timings when the food is served. The basic cleaning should be taken care by the contractor only.





(x) The contractor shall provide the sanitation items like soap / hand wash liquids for washing the hands & tissue papers where the food is served. Replenishing of the items is the responsibility of the Caterer only.

(xi) The contractor shall provide proper and required number of **Cutlery/Crockery** items like Glasses, serving bowls, plates etc. of excellent quality, for serving the food. Replenishing of the items due to breakage/damage is the responsibility of the contractor only.

(xii) The contractor should ensure that the team follows the uniform with shoe polished, wear the head caps and hand gloves. The male should present themselves with neatly shaved face.

(xiii) **Storage of food items:** Items like Jam, Pickles, Butter, Salt, and Sugar should be kept /stored properly in a neat and clean place near dining areas to avoid insects/mosquitoes. The items should be checked at regular intervals and should be replenished based on the requirement. The contractor shall provide a **deep freezer** in the kitchen.

(xiv) Persons who prepare / serve food should maintain high degree of cleanliness and personal hygiene. They should be medically fit and suitable to cook and serve.

(xv) **Kitchen:** The contractor shall, not use institute canteen for making outside order.

(xvi) **Pest Control:** The contractor shall ensure pest control and must be carried out on monthly basis or as and when required.

(xvii) The contractor should be required to adjust/change the given timings of meals as when required depending upon the progress of the programme(s).

(xviii) The contractor should inspect the quality of food items and services before the programme(s).

(xix) All vegetables, fruit etc. used should be freshly procured and shall be subject to inspection by IDSA, representative. Any item not found up to the mark would be changed at the vendor's cost.

(xx) The pieces of Non –vegetarian items (Meals/Snacks) should be evenly cut and should of right size.

(xxi) The contractor shall be placed fly catcher inside the kitchen, dining area and staff should maintained it properly on daily basis.





(xxii) Smoking, eating or chewing of tobacco/zarda/gutka etc. spitting by the contractor's staff is strictly prohibited in canteen and the IDSA premises.

(xxiii) The contractor shall maintain a complaint register, placed at the cash counter during office hours and bring to the competent authority to check & inspect on weekly basis.

(xxiv) The contractor shall submit all the food bills to the concerned authority within seven days of the event/conference.

## 7. **Scope of Work.**

The scope of work includes housekeeping, security & reception / front office desk round the clock on rotational basis at the guesthouse and any other related work as assigned from time to time. The scope of work is described in details in the following subsections.

### 7.1 **Cleaning of rooms:**

- a. Sweeping of floors with broom followed by wet mopping or by the use of scrubber with hygienic chemical.
- b. Cleaning of toilets followed by wiping with a dry duster.
- c. Dusting of furniture and furnishings.
- d. Changing bed sheets, bedspread, pillow covers, bath towel and hand towel on daily basis or on the change of occupancy, as directed.
- e. Making up the rooms before the arrival of new guest, spraying fragrance to impart freshness, placing deodorant cans and bathing soap in toilet, providing fresh drinking water.

7.2 Cleaning of all corridors and staircases including sweeping with broom followed by wet mopping/scrubbing.

7.3 Sweeping of building apron, internal roads and walkways etc.

7.4 Collection of garbage/wastes from rooms & its premises and their disposal.

7.5 Clearance of wild growth in open area is to be carried out by spade/sword regularly to make the surrounding area of the building clean and pleasant.

7.6 The staff members deputed in the guest house shall be polite with pleasing manners, co-operative, disciplined and shall not smoke or be drunk while on duty.

7.7 Provide room services to the guests & their needs in terms of tea/coffee/milk, snacks and breakfast/lunch/dinner as ordered.

7.8 Arrange vehicles when requested by guests, newspaper on reception, business centre services like photocopying etc. and make arrangement for doctor in case of emergency.



## 8. Facilities to be Made Available.

The Institute shall supply following facilities / articles for the use in the guest house apartments :-

### 8.1 Part of the establishment:

- 8.1.1 Lifts
- 8.1.2 Ceiling fans
- 8.1.3 Geysers, tube lights, etc.
- 8.1.4 All the furniture & linen thereof etc.

The Maintenance of above equipments will be borne by the Institute on intimation by the service provider.

8.2 The contractor shall supply the undermentioned consumables on monthly basis for usage at guest house area. The contractor has to show the material to the designated representative of IDSA in the first week of every month. Any lapse in the items will invite penalty or deduction of amount as per market rate. These consumables will be part of contract and no separate payment will be made for following items :-

### Consumables materials:-

8.2.1 Toilet Roll	:	50 Nos
8.2.2 Tissue Box	:	25 Nos
8.2.3 Godrej Aer Pocket	:	20 Pcs
8.2.4 Naphthalene balls	:	01 Kg
8.2.5 Cleaning Powder (Vim)	:	02 Kg
8.2.6 Acid	:	05 Ltrs
8.2.7 Table & floor duster (2'x2')	:	24 Each
8.2.8 Phenyl (Pure)	:	10 Ltrs
8.2.9 Paper napkins	:	20 Packets
8.2.10 Soft & hard Brooms, wiper	:	05 Each
8.2.11 Insecticides / HIT	:	01 Ltr
8.2.12 Room Freshner (Ambipure/Airwick)	:	05
8.2.13 Odonil	:	25
8.2.14 Toilet cleaner, harpic	:	10 Ltrs
8.2.15 Toilet brush	:	05
8.2.16 Glass cleaner, Colin	:	03 Ltrs
8.2.17 Dust control Mop 4'-5'	:	02
8.2.18 Batteries for wall clock	:	25
8.2.19 Dust Pane / Jala Brush	:	02 Each
8.2.20 Garbage Bag (Small)	:	05 Pkts
8.2.21 Other Cleaning material, as required.	:	

Note: The quantity of consumables above is indicative. However, the quotation shall cater for any increase in quantity of consumables.





8.3 **Drycleaning / washing**. All the washing/ drycleaning of linen such as bedsheets, bed covers, bath towels, hand towels, table covers & quilt/blanket etc. has to be borne by the service provider.

8.4 The Contractor will provide one powerful dry and wet vacuum cleaning machine to be used regularly for the up keep and maintenance of carpeted areas. The machine will remain at STA.

9. **Responsibility of Contractor.**

9.1 The contractor has to provide all the material as detailed above for the routine maintenance. The material should be branded and of good quality.

9.2 The contractor has to provide following manpower per day under the respective categories given below as defined in the latest Minimum wages Act for the guest house :-

<b>SI</b>	<b>Manpower</b>	<b>No of personnel</b>	<b>Category</b>
a)	Operations Manager	01	Graduate
b)	Security Guards	03	Semi-Skilled
c)	Housekeepers	02	Unskilled

9.3 The Contractor has to depute the above man power on daily basis including Saturday/Sundays and Holidays or as required by IDSA. However, one day off in rotation will be given to each worker. In case of absenteeism, payment will be deducted from contractor's bill as per the minimum wages enforced and suitable penalty will be imposed. The manpower **at SI 9.2** above shall not be used by the Contractor anywhere else other than the Guest house area.

9.4 The general working hours of manpower at **SI 9.2 (a & c)** above will be of 8 Hrs (0800 Hrs to 1700 Hrs including one hour for lunch). However, IDSA reserves the right to change the timings as per requirement.

10. The eight hours shift of Security Guards generally will be from 0600 hrs to 1400 hrs, 1400 hrs to 2200 hrs and 2200 hrs to 0600 hrs. But the timings of the shift are changeable and shall be fixed by IDSA from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs at a stretch) shall not be allowed. **No payment shall be made by IDSA for double duties exceeding 10 % of the total duties, per month.**

11. The contractor should employ specified manpower to ensure due performance of the contract to the satisfaction of the Estate Manager and quality of work or material, as specified in the contract and should always be ready for inspection. The contractor has to furnish a weekly report and progress report to the office of Estate Manager and also take advice for progress of work on daily basis.

12. Water Supply: IDSA shall maintain Water supply, pipe and fittings.





13. The Contractor has to bear the following and these expenses will be considered as a part of contract:-

- 13.1 Staff and Workers Salary including security
- 13.2 House Keeping services at banquet areas
- 13.3 Front Office (STA) handling cost
- 13.4 Cafeteria cleaning
- 13.5 Maintenance of flower pots in guest house area.

14. Any loss / damage to property of guest house by workers of contractor, the penalty for the above damage / loss will be charged to the contractor as decided by the Director General, IDSA, who is competent authority of the IDSA.

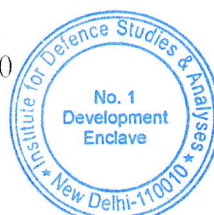
15. Loss of movable items at Guest house handed over to the workers of Contractor will also be his responsibility. The utensils / crockery or any other item placed in the apartment / guest house area provided by IDSA will not be taken out from the apartment for usage at any other place by the employees of Contractor.

16. No accommodation for the workmen / supervisors shall be provided by IDSA. The contractor shall have to make his own arrangement for the lodging and boarding of his workmen outside the Institute's premises.

17. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) along with their bids. While submitting the bid, the vendor shall deposit Earnest Money of **Rs. 75,000/-** by demand draft / PO favoring "**IDSA**" payable at **New Delhi**. No other mode of remittance shall be accepted. EMD is to remain valid for a period of 90 days beyond the final bid is accepted. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered MSME, etc. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. The bidders found without EMD are liable for outright rejection.

18. **Performance Bank Guarantee (PBG)** . The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank for a sum equal to 10% of contract value. Performance Bank Guarantee shall be valid up to 60 days beyond the satisfactory expiry of contract. Since the nature of job to be carried out does not entail warranty, the PBG shall be returned immediately on completion of its validity period.

19. The tenderer should give details of their business soundness and provide list of customers of previous experience of similar type of work provided to Universities, Institutes or Government Departments/Undertakings/public/ private sectors with contact





details. The details of the agency/profile should be furnished along with the copy each of all related documents.

20. The agencies should submit their rates as per the format of price bids enclosed. Rates should be quoted in Indian Rupee. The rate should be quoted both in words and figures. All the pages of the bid should be signed affixing the seal. All corrections and overwriting should be initialed.

21. The Institute reserves the right to reduce / increase the number of personnel at any time after acceptance of the award with a notice in advance.

22. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, IDSA may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained. Clarification regarding tender document & work may be sought before submitting the quotations. No letters will be entertained after opening the bids / last date of submission of tender. Firms who communicate after opening of the bids, their bids will be rejected.

23. Amendment in tender document. At any time prior to the last date of receipt of bids, IDSA may for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the Tender document by an amendment and inform the same as per NIT.

24. The Institute may at its own discretion extend the last date for the receipt of bids.

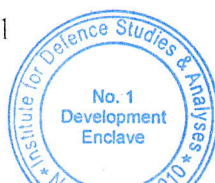
25. The bids shall be written in English language and any information printed in other language shall be accompanied by an English translation, in any case for the purpose of interpretation of the bid, the English translation shall govern.

26. IDSA reserves the right of accepting any bid other than the lowest or even rejecting all the bids without assigning any reasons. The decision of IDSA will be final in all the matters of tender.

27. Work Experience. The Firm / Agency should have been registered as a Proprietary Firm / Partnership Firm / Pvt Ltd company and should have experience of at least ten years in guest house management & catering services. Proof of experience, current running contracts and performance certificates are must.

28. Prior to commencement of the Contract, IDSA officials may inspect the office of the tenderer. During the period of the Contract, there shall be periodical inspection of guest house.

29. Maintenance of Records. The Successful tenderer shall have to maintain the Guest House Occupancy Register as communicated by the Institute through emails or otherwise. The Stationary to maintain all records will be borne by the service provider.





30. **Engagement of Workmen.** The workmen engaged by the contractor shall have minimum experience of one year and IDSA will have no liability whatsoever towards them. All the workmen should have good behavior and courteous relationship with guests / occupants and IDSA officials. The contractor shall be responsible for compliance of all relevant Labor Enactments like minimum wages, ESI, EPF, bonus, etc.

31. Contractor is required to make timely payment (before 7<sup>th</sup> day of every month) to his staff including various statutory authorities without linking it with the payment from the Institute. IDSA reserves the right to check the same.

32. **Uniform.** The conservancy staff and Security personnel deployed by the contractor shall be in distinct/neat uniform consisting of shirt/trouser/shoes with logo of firm embossed. In order to maintain neat and clean uniforms at all times, at two sets of uniforms are to be issued to each employee per annum.

33. The contractor shall be held responsible for proper conduct, behaviour and safety of workmen engaged by him. The workmen so engaged by him, shall be under his employment and disciplinary jurisdiction. However, they shall be subject to the overall discipline of IDSA.

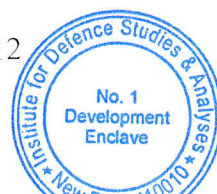
34. The workmen engaged by the contractor should be polite with pleasing manners, co-operative, disciplined and should not smoke or be drunk while on duty and inside the campus premises of IDSA. The Contractor will be held responsible for the same, and under no circumstances IDSA will be responsible for any obligations / liabilities.

35. IDSA reserve the right to reject the deployment of any person(s) by the contractor and contractor shall cease to deploy any such person/persons forthwith, upon receipt of instructions in writing from the Institute. No claim shall be entertained on account of any such rejection.

36. **Supervision of day-to-day activities:** The contractor shall supervise effectively the operations of guesthouse & catering services and follow the instructions / requirements given by the IDSA officials.

37. **Police Verification.** Contractor will be responsible to ensure that the staff employed by him are security cleared by Police Station of the worker's residential area. Police verification is to be submitted for all employees at least 10 days prior to commencement of work or before any person is replaced. The Contractor will also ensure that no person employed by him had been/ is involved in anti-state activities.

38. **Accidents.** In case of any accident or mischief, the Operations Manager engaged by the contractor should immediately inform directly or over telephone about the incident to IDSA Authorities. IDSA should not be made to bear any expenses in this regard. Deduction of Taxes. All statutory deductions such as TDS, WCT, etc. wherever





applicable, but not limited to this list indicated, shall be deducted from the bills payable to the successful tenderer at the applicable rates from time to time.

39. **Payment of all statutory taxes.** The contractor shall be responsible for payment of statutory taxes, as decided by the appropriate authority, from time to time and submit the proof thereof to IDSA.

40. **Payment terms:** The selected vendor shall submit the bills alongwith the required certificates of statutory components, **on monthly basis**. The bills, if found in order in all respects, will be processed for release of payment within 30 days after receiving the bills. Bills should consist of following documentary evidence for processing:-

- (i) Complete attendance details with muster rolls as per Labour Act.
- (ii) Proof of payment of wages for the previous month as per the Minimum wages notified.
- (iii) ESIC, EPF and bonus etc. payment copy of the previous month.
- (iv) GST payment copy of the previous month.
- (v) All payment will be made subject to Tax Deduction at source.
- (vi) Payment details of employee alongwith bank transfer or cheque payment detail. IDSA reserves the right to deduct amount form the bill towards compensation for unsatisfactory service as provided under the contract.
- (v) Uploading details of workmen employed, wage being paid and other statutory records maintained by employer on his website or IDSA's website by submitting details on monthly basis as per payment terms.

41. **Duration Of contract:** The contract shall be initially valid for **three year from the date of signing of contract** which will be subject to further extension of another one year at the discretion of the competent authority before expiry of the contract as mutually agreed terms and conditions maximum up to four years, subject to satisfactory performance, wages as per latest minimum wages of Govt. of NCT Delhi notification for the that period or as may be agreed to. **The contract can be cancelled unilaterally by the Institute in case service is not rendered satisfactorily.**

41.1 **Termination of Contract:** The agreement / work order can be terminated by either party after giving Three month clear notice in writing, failing which the security deposit shall stand forfeited. During the period of such notice, the performance of work shall not hamper and both parties continue to abide by their respective obligations. On termination of the contract for any reason whatsoever, the selected vendor will remove their men and material immediately from the premises of IDSA.

41.2 Notwithstanding the provisions of Clause-41.1, the work order shall be liable to be terminated forthwith by the Institute at its sole discretion in the event of contravention of terms and conditions as stipulated above. The terms "CONTRAVENTION" shall include acts of commission as well as omissions.



42. Under no conditions the Contractor for his staff shall claim the benefits under IDSA Rules, Wages & Allowances, facilities etc.

43. The Tender as furnished shall remain open and valid for a period of three months.

44. IDSA shall not be responsible for delay or non-receipt of tender documents during transit by Post.

45. IDSA reserves the right to reject any or all Tenders without assigning any reason thereof at any stage of the process.

46. **Lien:**

46.1 If, at any time should there be an evidence of any lien or claim for which the institute has become liable and which is chargeable to the contractor, the institute shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the institute against such lien or claim and if such lien or claim be valid, the institute may pay and discharge the same and deduct the amount so paid from any money which may be or may become due to be paid to the contractor. If any lien or claim remain unsettled after all payments are made, the contractor shall refund or pay to the institute all moneys that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. The institute reserves the right to do the same.

46.2 The final payment shall not become due until the contractor delivers to the Registrar a complete release or waiver of all liens arising or which may arise out of this agreement.

46.3 Drycleaning / washing. All the washing/ drycleaning of linen such as bedsheets, bed covers, bath towels, hand towels, table covers & quilt/blanket etc. has to be borne by the service provider

47. **Release of Information:** The contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the work under this contract.

48. **Payment of Contractor's Final Bill.** The payment to the contractor shall be made by IDSA after statutory deductions of the State and Central Government. Payments of final bill and security deposit shall be released only if it is accompanied by the proof of following;





- a) Having paid due wages to all his workmen engaged on the job for the whole period of contract
- b) Having deposited the contributions of EPF,ESIC and bonus with the concerned authorities for the whole period of contract.
- c) Having handed over the complete establishment including all materials and equipments of the Guest Houses to the Estate Manager, in good condition and the payments made thereof for the missing items. Cost of loss/theft of items will also be deducted from the final payment / security deposit.
- d) Having vacated the premises of the Guest Houses or any other premises that may have been allotted to him for discharge of the contractual obligation.

49. **Accident or Injury/death to Workmen:** The Institute shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury/death to any workman or other person in the employment of the contractor or any sub-contractor. The contractor shall indemnify and keep indemnified the Institute against all such damage and compensation whatsoever in relation thereto.

50. **Liability to Damage:** The contractor at his own cost shall rectify all the damages, losses, thefts, burn outs, mishandling of equipments etc which may be attributable to its fault / negligence in operations. The decision of Director General, IDSA in this regard shall be final and binding.

51. **Submission of Application for Contract:**

- i. If a proprietary firm makes the application, it shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- ii. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full typewritten names and current address or alternatively by a partner holding power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all the partners of the firm shall also accompany the application.
- iii. Overwriting should be avoided. Neatly crossing out and initiated with date and rewriting shall make correction, if any. All pages of the document shall be numbered and submitted as a package.
- iv. The applicant is advised to attach any additional information, which he thinks is necessary to establish that the applicant is capable in all respects to successfully complete the envisaged work. He is however, advised not to attach



superfluous information. No further information will be entertained after the tender document is submitted, unless the Institute calls for it.

v. The tender document in prescribed form duly completed and signed shall be uploaded/ submitted on **e portal as mentioned in NIT (Technical Bids)** . Only the sealed cover super scribed "**EMD , PASSPHRASE & Annexure I to VII** for Guest House Management Including Security & Housekeeping Services and Providing Catering Services for the Conferences/Events and the Guest House shall be received on or before **1500 hrs on 14 March 2019**.

vi. The tender document shall be uploaded on E-portal (**<https://www.tcil-india-electronictender.com>** ). "**Technical Bid for Guest House Management Including Security & Housekeeping Services and Providing Catering Services for the Conferences/Events and the Guest House**) all documents before uploading must be signed and stamped. Details are as under:-

- i. Technical Bid (Annexure I)
- ii. Undertaking of Non Blacklisting (Annexure II)
- iii. Check List of Technical Evaluation (Annexure III)
- iv. Financial information of the organization (Annexure IV)
- v. Details of all contract completed during the last three years (Annexure V)
- vi. Contracts under execution or awarded (Annexure VI)
- vii. Performance Certificate of Contract (Annexure VII)

Only for those qualified technically **shall be invited for financial bid opening and** shall contain following:-

- i. Financial Bid (Guest House Management) (Annexure VIII)
- ii. Financial Bid (Catering Service) shall be negotiated with lowest bidder (Annexure IX)

52. **Eligibility Criteria:**

- i. The firm should be registered under the labour Act prior to the tender submission date.
- ii. The average turn over for the last three financial years should not be less than Rupees 75 lakhs.
- iii. The firm should be registered with GST, Labour Laws, EPF, ESIC,bonus departments prior to submission of tender.





- iv. The firm should have at least 20 professionally trained permanent staff on its rolls.
- v. The firm should not be blacklisted / debarred from any organization and should have a clean track record. IDSA reserve the right to check the credentials of the firm at its own and decision of Estate Manager in this regard will be final & binding.
- vi. The firm should have at **least Six years'** experience in Guest house management & catering services.

53. **Penalty:** For convenience various penalties enforceable on breach of contract terms & conditions are summarized as under:-

(i) Not wearing of approved uniform by the personnel deployed while on duty Rs. 150/-per person/incident. The penalty amounts shall double at the end of every three such defaults.

(ii) Found chit-chatting, mobile chatting, smoking, chewing pan, unwarranted loitering in corridors etc. Rs. 100/-per person/incident. The penalty amounts shall double at the end of every three such defaults.

(iii) The contractor shall comply with all the terms and conditions and ensure supply of the prescribed quantity and quality of food items during the service timings and in the event of any failure or breach of any of the conditions by the Service Provider and in case of deterioration in the quality of the food items or reduction in the quantity thereof, IDSA shall be at liberty to levy penalty of 5% of the total billed amount for that particular instance (Tea/Meals total amount) should be levied on the recommendation/approval of the head of the Institution.

(iv) If the contractor fails to deliver or any of the ordered item from menu is reject, then the particular item bill will not be considered and suitable penalty of 5% on total ordered amount should be imposed on the contractor.

54. **Force Majeure.** Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within (01 day) of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this Work order.

55. **Dispute Resolution.**



(a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Principal Secretary / Secretary (of the Administrative Department), Government of NCT of Delhi.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

56. **Jurisdiction of Court.** The courts at Delhi / New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

