



# NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA – 769 008, ODISHA

Tender Notice No.: NITR/PW/GH/2019/147

Dated: 24/09/2019

**Tender for guest house (South block and North block) of NIT management, maintenance, House-keeping and in house catering service [in short Guest House management] at National Institute of Technology, Rourkela.**

National Institute of Technology, Rourkela is a premier technical Institute with under-graduate, post-graduate and research programs in many branches of Science and Engineering. With many topographical features, imaginatively laid out with picturesque landscape, numerous buildings of various nature and stature, with clean and wide roads, the campus presents a spectacle of harmony in architecture and natural beauty. The campus has a guest house with two blocks, i.e., North Block and South Block. The Guest House has a homely atmosphere and appreciated for traditionally prepared delicious food for the guest. The guest house provides hospitality to the guests and delegates, officials and visitors who visit the campus and avail lodging and boarding services. North Block of guest house has 20 rooms and South Block has 30 rooms with modern amenities such as central air conditioning, TV, Internet facility etc. in each room.

Sealed Tenders are invited through "e-Procurement" module of CPP Portal (<https://eprocure.gov.in/eprocure/app>) from interested and eligible firms / companies / proprietors / individuals / contractor / society to manage the guest house (South and North Block) (**Annexure-I**) on the following terms and conditions.

## 1.

- |    |   |               |
|----|---|---------------|
| a. | List of Guest House with No. of Rooms                     | Annexure-I    |
| b. | Check list for preparation of Bid / Tender                | Annexure-II   |
| c. | Instruction to tenderer and tender Processing formality   | Annexure-III  |
| d. | Letter of undertaking and format of particulars of tender | Annexure-IV   |
| e. | Financial Capacity  | Annexure-V    |
| f. | Price bid / quoted price format / Price schedule          | Annexure-VI   |
| g. | General Condition of contract                             | Annexure-VII  |
| h. | Special Condition of contract                             | Annexure-VIII |

## 2.1 Important Dates

- A Pre-bid conference will be held in the **Board Room, NIT, Rourkela** on **01/10/2019** at **03:30 PM** as per Schedule given above for clarifying issues and clearing doubts, if any, about the specification & other allied technical details. The prospective bidders may attend the pre-bid conference at the appointed date, time and place.
- Last date of submission of bid **21/10/2019 by 11:00 AM** through e-Procurement Process.
- Opening date of techno-commercial bid of the tender **22/10/2019 at 11:00 AM**

- d. EMD and Tender cost should reach to **Registrar, NIT, Rourkela – 769 008** through Speed Post / Registered Post / Courier on or before date and time of opening the techno-commercial bid (i.e. **22/10/2019 at 11:00 AM**).
- 2.2 Tender document is available in e-Procurement module available in CPP portal (<https://eprocure.gov.in/eprocure/app>) or may be downloaded from the website of National Institute of Technology, Rourkela, i.e., [https://nitrkl.ac.in/OldWebsite/Jobs\\_Tenders/8Maintenance/Default.aspx](https://nitrkl.ac.in/OldWebsite/Jobs_Tenders/8Maintenance/Default.aspx).

### 3. Scope of Work

The contract involves

- 3.1 Sweeping and mopping floors of Guest House including rooms, kitchen, common area, utility area, passages, balconies twice a day as per timings specified by NITR.
- 3.2 Cleaning of all toilet two times a day (mugs, wash basin, bucket etc.) using requisite cleaning agents as per timings specified by NITR.
- 3.3 Dusting of furniture and fixture, fans, window panes, grills, etc. vacuum cleaning wherever required.
- 3.4 Deposit of garbage on daily basis on the specified place.
- 3.5 Ensuring continuous water (Cold / Hot) supply in bathroom / toilets.
- 3.6 House-keeping, in house catering, gardening and maintenance (minor).
- 3.7 Changing of used bed linen, pillow covers, blankets, towels, sofa covers, etc. ensuring timely laundry / washing service of the same.
- 3.8 Removal of cobweb son walls, etc.
- 3.9 Watering and maintenance of indoor plants and outdoor garden.
- 3.10 Cooking and serving hot food, snacks to the Guests in Guest House (both).
- 3.11 Keeping the entire premises of the guest house neat and clean and in good hygienic condition.

### 4. Eligibility

- 4.1 **Status:** Status of the Bidder shall be of sole proprietorship or partnership or a Limited Company registered under the Companies Act 2013 JV or consortium. Relevant documents be furnished.
- 4.2 **Financial Capacity:** The bidders should have the **minimum turnover of Rs.30.00 Lakhs** during the **financial year (2017-18)**. Proof of financial status like the audited balance sheet and P&L account of last three financial years with positive net worth in each year duly certified by CA along with 3 (three) years IT Return shall be submitted failing which tender shall be treated as invalid. The firms must be willing and / or capable to sustain itself financially till bills are processed and payment released.

#### 4.3 **Experience:**

- 4.3.1 The bidder shall have minimum 03 (three) years of experience in managing / housekeeping and Guest House management of 50 (fifty) Room Guest House in any educational institutions such as NITs, IIMs, IITs, IISERs, Universities, other reputed Institutions or **managing a 50 Room Hotel**.
- 4.3.2 The bidder / company / firm / contractor should have either the Registered Office / Branch Office in Odisha and a local office at Rourkela.
- 4.3.3 The bidder / company / firm / contractor should have its own Bank Account.
5. **Contract Price:** The contract price is inclusive of all taxes and duties excluding GST. Steward is to bear all incidental cost / tax connected to the execution of the contract.
6. The tender may be cancelled without assigning any reason thereof and EMD shall be returned within one month of cancellation of the Tender.
7. Revocation / withdrawal from tender at any stage before or after opening of price bid shall entail forfeiture of EMD.
8. Bringing in outside influence or entering in to unsolicited correspondence / communication will entail rejection of tender and a proceeding for blacklisting.
9. **Registration:** The Steward should possess statutory registration documents such as Labour License, EPF, ESI, GSTIN, PAN Card, Shops and establishment and any other statutory document necessary to execute a contract of this nature. The firms should have valid license issued by Food Safety and Standards Authority of India (FSSAI) for their existing business. Relevant proof to be submitted.
10. The tenders submitted in digital mode through the e-Procurement portal shall be subject to Information and Technology Act.

**Sd/-  
REGISTRAR**

**LIST OF GUEST HOUSES AT NIT, ROURKELA FOR HOUSEKEEPING AND MAINTENANCE SERVICES**

<b>Sl. No.</b>	<b>Name of the Guest House</b>	<b>No. of Rooms</b>
01.	South Block	30 (including 6 Nos. of suites)
02.	North Block	20
TOTAL		50

The Guest Rooms are well furnished and equipped with the following amenities and not limited to:

- Telephone
- LED television with Cable connection
- 24 hours hot and cold water
- Electric tea/coffee maker
- Wardrobe
- Study Table
- Luggage Rack
- Wi Fi Internet
- Good quality bed and bath linen
- Manual door locks with keys
- Centrally air conditioned rooms
- Emergency power back up and supply
- Bathroom fittings
- Mirror & wash basin

**CHECKLIST FOR TENDERER**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Yes / No</b>	<b>Page No.</b>
01	Have you filled in and signed the details and enclosed relevant documents?		
02	Have you read and understood various conditions of the tender and willing to abide by them?		
03	Have you submitted the DD for <b>EMD of Rs.1,00,000/-</b> and Tender Cost of Rs.1,000/- (in the form of DD) drawn on NIT, Rourkela through Post / Courier?		
04	Have you taken prints of all the sections of the Tender in the prescribed paper size and signed on all pages of the Tender document and submitted in the e-Procurement module of CPP portal?		
05	Have you attached proof of having met the eligibility criteria?		
06	Have you attached self-attested copy of the documents to show the financial status of tenderer?		
07	Registration with Government bodies like GST, ESIC, EPF, Labour License and Food License – Have you attached a copy of each of the certificate?		
08	Have you attached the self-attested experience certificate issued by the organization / Government Departments, if any?		
09	Have you attached the proof of authorization to sign on behalf of the Tenderer?		
10	Has your Techno-commercial Bid been submitted as per the requirements of the Tender?		
11	Is your BOQ / financial Bid submitted as per the prescribed MS Excel Format in the e-Procurement module of CPP portal?		
12	Have you submitted the tender documents in two parts within the respective cover in the e-Procurement site of CPP portal?		

**Signature of Tenderer**  
(With full name & seal)

## NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA

**INSTRUCTIONS TO BIDDERS****TENDER NOTICE NO.: NITR/PW/GH/2019/147****DATED: 24/09/2019**

1. The tenderer shall submit the tender in **two parts** in the e-Procurement site (<https://eprocure.gov.in/eprocure/app>) of CPP portal consisting of Part-I (techno-commercial) and Part-II – Financial Bid (i.e. BOQ) each in separate cover. No other mode of submission of tender is acceptable.

**Tender Cost (non-refundable)** in shape of DD (Demand Draft) of **Rs.1,000/-** (Rupees One thousand only) in favour of **"Director NIT, Rourkela"** payable at Rourkela and **Earnest Money Deposit (EMD)** in the form of DD (Demand Draft) for **Rs.1,00,000/-** (Rupees One Lakh only) in favour of **"Director NIT, Rourkela"**, payable at Rourkela from any Scheduled Commercial Bank except Cooperative and Gramin Bank. Demand Draft for the EMD should remain valid for a period of **45 days** beyond the bid validity period from the date of opening of bids. EMD of unsuccessful bidders shall be returned within **30<sup>th</sup> days** after the award of the contract. **EMD and Tender Cost** should reach physically through Speed Post / Registered Post / Courier, in an envelope and superscripted with subject, tender reference number addressing to **Registrar, NIT, Rourkela – 769 008, Odisha.**

Tender shall be treated as invalid and rejected if EMD and Tender Cost not received on or before date of opening of techno-commercial bid.

2. Duly filled in tenders are to be submitted electronically in the e-Procurement module of CPP portal within the date and time mentioned in the Notice Inviting Tender. No tender is acceptable through any other mode.
3. The cover containing the DD for both EMD, Tender Cost shall be opened first at the time of opening of techno-commercial bid. The Part-I offer of the those Tenderers, whose EMD and Tender Cost are found in order and submitted as prescribed, will be opened immediately thereafter. Otherwise the offer will be considered as invalid and other parts will not be opened.
4. The tender shall remain valid for **90 days** for acceptance from the date of opening of the price bid and withdrawal in between shall entail the forfeiture of Earnest Money deposit.
5. Tenders not received in the prescribed format will be liable for rejection.
6. The Tenderer(s) shall duly fill in all particulars in the format as at **Annexure–IV & IVA** and it shall form part of tender document under Techno-Commercial bid. Non-submission of duly filled in and signed form of tender shall render the tender invalid.
7. The invitation of Tender, Instructions of Bidders, Special Conditions (SCC) of Contract and General Conditions of Contract (GCC), form of tender, price bid with the letter of acceptance and Work Order for awarding of the work and Steward's Letter of acknowledgement shall form the contract. In case of any conflict between the terms mentioned in General Conditions of Contracts and Special Conditions of Contract, The latter shall prevail.
8. The Tenderers shall furnish the following documents as part of **Techno-commercial Bid**.
  - 8.1 Category of Tenderer, (whether Proprietary Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Cooperative / Society etc.) along with following documents:
    - (i) In case of Proprietary Firm, attested copy of affidavit of Sole Proprietor.

- (ii) In case of Partnership Firm, attested copy of Partnership deed along with amendments if any and proof of registration if any.
- (iii) In case of Limited Companies, Memorandum and Articles of Association, Certificate incorporation, name of directors.
- (iv) In case of Cooperative / Society, attested copy of the valid certificate of registration.

If required the original documents will have to be produced for verification.

8.2 Tender by a partnership firm shall be signed in the firm's name by one of the partners duly authorized by other partners. Tender by Company shall be signed in the name of the company, by a person duly authorized on its behalf. A power of attorney or other satisfactory proof showing that the person signing the tender document on behalf of the company is duly authorized to do so, shall accompany the tender. Tender submitted without furnishing the full particulars or tender documents without adhering to the stipulation contained herein shall be rejected.

8.3 Information about officer of the Firm / Company being an employee, past or present or relationship of any employee of NIT, Rourkela with Proprietor, Partner – Director of the firm is to be furnished.

8.4 Whether the tenderer or any of the Proprietor, Partner, Director, Shareholders or their spouse has been:

- 8.4.1 Black listed or banned for business dealing.
- 8.4.2 Removed from the approved list of contractor.
- 8.4.3 Banned / under the process of banning by Government / PSU, NIT / IIT / University.
- 8.4.4 Convicted in a competent Court of Law.

#### 8.5 **Banning of Business Dealings:**

8.5.1 If it is found during processing of the Tender or execution of contract that the Tenderer or his representative has resorted to corrupt, fraudulent practices including misrepresentation of facts and / or fraud / forging / tampering of documents, the bid submitted by the Tenderer shall be disqualified and a ban for any further business dealings shall be imposed for a specified period.

8.5.2 If it is found during the validity of the Contract that the Steward or his agent / representative or any other person claiming interest under him, indulges in any malpractice / activity prejudicial to the interest of the NIT or detrimental to the NIT Rourkela, the said Contract may be terminated at once and a ban on any further business dealings shall be imposed for a specified period.

#### 8.6 **Steward's Background:**

Persons convicted for any criminal offence involving moral turpitude / economic offences would not be eligible for execution of Contract and if such person procures any Contract by suppression of information, it will be cancelled.

8.7 Documents to be submitted:

- a) Food License issued by FSSAI.
- b) EPF Registration Number.
- c) ESIC Registration Number.
- d) Copy of Balance Sheet, Profit & Loss Account duly certified by a CA and Income Tax Return (i.e. for preceding three years 2015-16, 2016-17, 2017-18).
- e) Details of the bank account indicating the name of bank, branch and account number to which payment is to be made in the **Mandate Form**.

- f) Copies of Permanent Account Numbers (PAN Card).
- g) GST Registration documents.
- h) Copies of Labour License particulars under Contract Labour (Regulations and Abolition) Act, 1970 held under Previous Contract, if any.
- i) Registration under shops and Establishment Act / Companies Act / Registrar of Firms, as the case may be.

## 9. Bid Opening Procedures

- 9.1 The Techno-commercial Bids may be opened at NIT Rourkela, on the specified date and time by the Committee authorized by the competent authority of NIT Rourkela whose EMD and tender cost are received. The decision of evaluation committee will be final.
- 9.2 The price bids of those bidders whose Techno-commercial Bids are accepted shall be opened by the Committee on the specified date and time.

## 10. Clarification and Techno-commercial Bid Evaluation

- 10.1 The techno-commercial bids shall be evaluated based on the available documents submitted by the bidder in the e-Procurement module of CPP portal. To assist in the examination, evaluation, and comparison of the bids and qualification of the bidders, the Tender Committee may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Committee shall not be considered. The Committee's request for clarification and the response shall be in writing through e-Procurement site.
- 10.2 If a bidder does not provide clarifications as asked for by the date and time set, the bid may be rejected.
- 10.3 Committee may seek confirmation / clarification from the issuer agency, on the supporting documents submitted by the bidder.

## 11. Techno-commercial Bid Evaluation

The bidders who qualify in the technical evaluation may be intimated through the e-Procurement site. The following points will be considered by technical bid evaluation committee.

- (a) Financial and technical credential of the firm.
- (b) Past performance of the firm in similar business.
- (c) Manager Experience / Profile.
- (d) Verification of Statutory Certificates / Documents as furnishing by the Tenderer.

## 12. Financial Bid Evaluation / Opening Procedure

The Financial Bid (BOQ) or price bid shall be in MS-Excel sheet form. The Financial Bids (BOQ) of all technically qualified Bidders may be opened on the scheduled date and time.

- (a) Technically qualified bidders who have submitted price bid in the prescribed format (**Annexure–VI**) will only be considered.
- (b) The recommendation of the Tender Committee will be put up to the Director, NIT Rourkela for his consideration. Decision of the Director will be final and binding and can't be questioned by any bidder.
- (c) The lowest price quoted by a party shall be treated as successful tenderer.



13. Tenders containing over writing or erasing, without authentication and without full signature in the page(s) of documents and amount / quantity not shown in figures and words will be liable for rejection.
14. The rates quoted in the tenderer shall be in figure as well as in words. In case of discrepancy in the rate(s) amount between figure and words, the value written in words shall be taken as finally quoted rate(s) / amount.
15. The rate quoted in the tender shall include all statutory duties / taxes / levies, as on date of tender, except GST.
16. Any request from the tenderer in respect of additions, alterations, modifications, corrections etc. of either terms and conditions or rates of his tenders after opening of the tenders, shall not be entertained under any circumstances.
17. By submitting a tender, the tenderer will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete such work according to the terms and conditions mentioned and he has taken into account all conditions and difficulties that may be encountered during its progress / execution. Any complaint in this regard after submission of offer shall not be entertained.
18. Canvassing in any form is strictly prohibited and tender submitted by the tenderer who resort to canvassing, will be liable for rejection.
19. Authority of NITR reserves the right to accept / reject any or all tenders without assigning any reason.
20. Tender documents are not transferable.
21. NIT is at liberty to divide the work amongst the bidders, who matches the lowest price, if required.
22. It shall be the responsibility of the persons / firms submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the NITR website as well as CPP Portal and no change is made therein. In the event of any doubt regarding the terms and conditions / formats, the person concerned may seek clarifications from the authorized officer of NITR. In case any tampering / unauthorized alteration is noticed in the tender, the said tender shall be summarily rejected.
23. **For any clarification, please contact –**  
**Prof. Subhankar Paul, PADA (GH)**  
**Ph. No- 0661-246-2284/4040**  
**Email Id: - [spaul@nitrkl.ac.in](mailto:spaul@nitrkl.ac.in)**
24. The EMD deposited by the Tenderer which do not qualify shall be refunded without any interest. The EMD submitted by the successful bidder shall be converted into **Security Deposit**. In addition to the EMD amount, the successful bidder has to deposit further Rs. 2,00,000/- (Rupees Two lakh) in the form of Demand Draft/Banker's cheque towards security deposit. The Security deposit will be released after expiry of one month of completion of the contract period subject to adjustment / deductions of NITR dues if any, to that extent.
25. Before submitting the tender, the tenderer should ensure that the details / documents are submitted as per the check list.

**Sd/-**  
**REGISTRAR**

**(Letter head of Tenderer)**

**Ref No.:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**LETTER OF UNDERTAKING AND DECLARATION**

**To**

**The Registrar**

National Institute of Technology

Rourkela – 769 008

**Ref:** Invitation for Tender No. \_\_\_\_\_ dated \_\_\_\_\_

We, the undersigned, declare that:

1. We have examined the tender document and its terms and conditions and we have understood the details.
2. We are ready to execute the work in conformity with the tender document / contract in case we are found successful as a tenderer.
3. Our bid shall be valid for a period of 90 days from the date of opening of price bid and we shall not revoke the same.
4. If our bid is accepted, we undertake to comply all other formalities as per tender document and work order.
5. We also declare that neither our firm / company / proprietorship / me concerned were black listed in past nor any of our office bearer was convicted in any court of law.
6. We accept all the terms and conditions of this Tender document and undertake to abide by them including the condition that you are not bound to accept highest bid / lowest bid or any other bid you may receive.
7. The detailed particulars of the tenderer is mentioned and attached separately as at **Annexure–IVA.**
8. We understand that NIT, Rourkela may award the work to the successful bidders.

Yours sincerely,

**Authorized Signatory of the Tenderer**

**(Authorized person shall attach a copy of the authorization for signing on behalf of the Bidding Company)**

**Full Name and Designation**

(Letter head of Tenderer)

**TENDER FOR "GUEST HOUSE FACILITY MANAGEMENT SERVICE  
(SOUTH OR / AND NORTH BLOCK)" at  
NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA**

**Detailed Particulars of the Tenderer**

Sl. No.	Particulars	
01	Name of Agency / Firm / Proprietor	
02	Full Postal Address	
03	Email ID	
04	Mobile No.	
05	Other Business of the Firm	
06	Office / Residence Phone No.	
07	Office / Work Email ID	
08	Name(s) of Proprietor / Partner / Director	
09	Food License issued by FSSAI	
10	PAN No.	
11	EPF Registration No.	
12	GST Registration No.	
13	Labour License No.	
14	ESIC Registration No.	
15	Trade License No.	
16	Volume of Business in the FY	2015-16
		2016-17
		2017-18
17	Volume of Business in previous financial years with NIT, Rourkela (if any)	2015-16
		2016-17
		2017-18
18	Past experience in similar business (enclose relevant documents / order copies of other organizations)	
19	Income Tax clearance certificate	
20	Materials, machinery and methods proposed for executing the work	

**Signature of Tenderer**  
(With full name & seal)

**STATEMENT ON FINANCIAL CAPACITY****DESCRIPTION**

<b>Description</b>	<b>Financial Years</b>		
	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
Annual Turnover			
Net Worth			
Current Asset			
Current Liabilities			
Total Revenue			
Profit before Tax			
Profit after Tax			

**Signature of Tenderer**  
(With full name & seal)

**NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA**  
**TENDER FOR "GUEST HOUSE FACILITY MANAGEMENT SERVICE**  
**(SOUTH AND NORTH BLOCK)" at**  
**NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA**  
**BOQ (Bill of Quantity) / PRICE BID / QUOTED PRICE FORMAT**

[Should only be uploaded in the Price Bid Cover. Not to be enclosed with the Techno-commercial bid]

Validate		Print		Help		<b>Item Wise BoQ</b>	
<b>Tender Inviting Authority:</b> REGISTRAR NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA- 769008							
<b>Name of Work:</b> Tender for guest house (South block and North block) of NIT management, maintenance, House-keeping and in house catering service [in short Guest House management]							
<b>Tender Notice No:</b> NITR/PW/GH/2019/147 Dated: 24/09/2019							
<b>Note:-</b> Preference will be given to parties quoting for both the Guest House(50 Rooms)							
<b>Name of the Bidder/ Bidding Firm / Company :</b>							
<b>PRICE SCHEDULE</b> (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )							
NUMBER ❸		TEXT ❸				NUMBER ❸	
Sl. No.	Item Description					Total amount in Figures To be entered by the Bidder in Rs. P	
1	2					3	
1	Consolidated price / cost per month for providing house-keeping, catering management and maintenance (including gardeners) service to <b>50 rooms</b> of both guest house which also includes all taxes and duties (excluding GST), wages for the worker, with ESI and PF dues, cost of washing, cost of minor repair and maintenance. Supply of all consumables, other incidental expenditure, cost of uniform and other benefits given to workers engaged by Contractor.						
2	Consolidated price / cost per month for providing house-keeping, catering management and maintenance (including gardeners) service to 50 rooms of both guest house which also includes all taxes and duties (excluding GST), wages for the worker, with ESI and PF dues, cost of washing, cost of minor repair and maintenance. Supply of all consumables, other incidental expenditure, cost of uniform and other benefits given to workers engaged by Contractor for South Block Guest House ( <b>30 Rooms</b> ).						
3	Consolidated price / cost per month for providing house-keeping, catering management and maintenance (including gardeners) service to 50 rooms of both guest house which also includes all taxes and duties (excluding GST), wages for the worker, with ESI and PF dues, cost of washing, cost of minor repair and maintenance. Supply of all consumables, other incidental expenditure, cost of uniform and other benefits given to workers engaged by Contractor for North Block Guest House ( <b>20 Rooms</b> ).						

**GENERAL CONDITIONS OF CONTRACT****A. Definitions**

1. **Approved** means approved in writing, including subsequent written confirmation of previous verbal approval.
2. **Company** means National Institute of Technology, Rourkela (in short – NITR)
3. **Competent Authority** means Head of the Department and Officer authorized in this regard.
4. **Contract** means the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Scope of Work, tender submitted by the tenderer including his price offer, Performance Guarantee Bond and other bonds, Letter of Acceptance, Work Order and any communication having the effect of amendment of the contract, and the contract agreement, unless otherwise specified.
5. **Contract Rate / Price** means the sum named in the tender that has been accepted subject to such additions thereto or deductions there from as may be made in course of the tender evaluation.
6. **Steward** means “the Tenderer” or successful bidder / contractor, whose tender has been accepted and includes it’s authorized representative, successors, permitted assignees, legal heirs.
7. **Site** means the guest house, adjoining garden and pricent thereof.
8. **Director** means and includes Director of NIT, Rourkela or his authorized representative.
9. **Duration of Contract** means the period stipulated in the contract or work order and includes any extended period thereof, if any made through by a written communication.
10. **Institute** means National Institute of Technology, Rourkela.
11. **Authorized Officer / Representative** means and includes Assistant Registrar, Deputy Registrar, Registrar, Dean, PADA, Guest House, Manager, Guest House or any other officer authorized or designated for this contract.
12. **Equipment** means all tools, instruments, appliances or things of whatsoever nature required in course of the execution of the contract.
13. **Notice in writing** or written notice including notice in digital mode means a notice in written, typed or printed characters sent or emailed (unless delivered personally or otherwise proved to have been received) by Registered Post / Courier (with POD) to the addressee, or the Steward’s site office and shall be deemed to be sufficient service if so sent or left at that address.
14. **Terms and Conditions** means the special condition of the contract (SCC) and the General Conditions of the Contract (GCC) here in mentioned and other stipulations incorporated in any part of the tender document and / or agreement.

15. **Tender** means offer against enquiry / advertisement / Notice Inviting Tender submitted by tenderer in single part or in multiple part like Techno-commercial part, price bid part etc. with documents.
16. **Tenderer** means and includes the person or firm or company who have submitted valid tender and also includes its authorized representatives, heirs, executors, administrators, successors and assignees as approved by the employer.
17. **Work** means all work given in the Scope of Work in the tender documents and includes any associated work required for fulfillment of the Scope of Work and as set forth and required by the specifications and also such additional instructions issued from time to time during the progress of the work.
18. **Words** importing the singular only shall include the plural and vice versa. Where the context requires words importing person shall include firms and companies and vice versa.
19. **Cartel:** A group of Tenderer in connivance and with common motive in order to influence the Tendering process quote unrealistic price to rig the tender.

#### **B. Assignment and Sub-contracting**

20. The contractor shall not assign the contract, or any part thereof, or any benefit or interest therein without prior written consent of Director, NIT Rourkela or Officer authorized in this regard.
21. The Steward shall not sub-contract the works without written consent of NITR and such consent if given shall not absolve the Steward from responsibility, liability or obligation under the contract and he shall be responsible for the acts defaults or neglects of any sub-contractor, his agents, servants, or workman as fully as if they were the acts defaults, neglects of the Steward, his agent, servants or workman.

#### **C. Contract Documents**

22. **Documents mutually explanatory:** The several documents forming the contract are to be taken as mutually obligatory of one another, and interpreted harmoniously, and in case of ambiguities or discrepancies, the same shall be clarified by NITR.
23. **Further Instructions:** The representative of NITR shall have full power and authority coordinate with Steward, from time to time during the execution of the contract.

#### **D. General Obligations of the Steward**

- (a) **Bankruptcy and Breach:** If the Steward shall become bankrupt or have an order for appointment of any receiver made against him or shall present any petition for bankruptcy or shall make an arrangement with / or assignment in favour of his creditors or shall agree to carry out the contract under a committee of inspection of his creditors or shall go into liquidation (for the purpose of amalgamation, absorption or reconstruction) or if it is found that –
  - (I) has abandoned the contract or
  - (II) without reasonable excuse has failed to commence the work or has suspended the progress of the works for 7 days after receiving written notice to execute or
  - (III) is not executing the works in accordance with the contract or is persistently or flagrantly neglecting failing to carry out his obligations under the contract, in such case this contract may be **terminated**.
  - (iv) By giving 15 days notice to the contractor.

- (b) **Illegal gratification, breach of contract:** The contract may also be terminated and the Steward shall be liable to pay damages, if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the Steward or any of his servants or agents to any person employed by NITR directly or indirectly interested in the contract.
- (c) **Cartel:** If it is found that the tender price is rigged by cartel formation, the tender process / tender of the cartel group shall be cancelled.
- (d) **Final Certificate:** The contract shall not be considered as completed until a Final Certificate has been signed and issued to the Steward stating that the works have been completed in accordance with the terms of the contract and Steward has submitted a no dues certificate evidencing closure of contract.
- (e) **Notice:**
- (i) **Service of notice on Steward:** Any notice given to the Steward under the terms of the contract shall be served to the Manager or his representative by Registered Post / Courier to or by hand or delivered at its registered office or at the Steward's site office.
- (ii) **Service of notice on NITR:** Any Notice to be given to NITR under the terms of contract shall be served by sending the same by Registered Post / Courier at the office of the Registrar, NIT Rourkela – 769 008.
- (f) **Policing of the Work:** Should the general conduct of the works including the Premises of NITR under occupation of the Steward lead to violation of any of the provisions of the Indian Penal Code either in consequence of riotous or illegal proceedings of the Steward's labour or supervising staff or others to such an extent as to necessitate the deployment of Special Police or Magistrate the cost of such extra forces is to be defrayed by the Steward and not by the NIT Rourkela.
- (g) **i. Law in Force in Relation to Contract:** The contract or amendments thereof entered into between the NIT Rourkela and the Steward shall be governed and regulated by the relevant laws for the time being in force in the territory of India.
- ii. Legal Compliance:** The Steward shall comply with all statutes, rules, regulations, by law, orders of statutory authority including but not limited to compliance of:
- a. Payment of Wages Act
  - b. Minimum Wages Act
  - c. Maternity Benefit Act
  - d. EPF Act
  - e. ESI Act
  - f. Food License, Trade License
  - g. Contract Labour (R&A) Act and such other laws, if applicable to execution of the contract in question.
- (h) **Arbitration:**
- i) **Reference of Disputes to Conciliation / Arbitration:** All disputes or differences arising out of the contract shall be settled by Conciliation or Arbitration in accordance with the Arbitration and Conciliation Act, 1996. Such dispute shall first be referred to Conciliation by a Conciliator selected mutually by the parties, who shall also decide the fees / remuneration and the rules of procedure.



- ii) **Appointment of Arbitrator:** In the event of failure of conciliation, dispute will be referred to an arbitral tribunal comprising a sole arbitrator to be appointed on mutual consent of both parties.

Upon receipt of notice for arbitration, Director, NITR shall suggest three names to the Steward to agree on one of them to act as sole Arbitrator.

In the event the party fails to intimate within fifteen days from the date of intimation of the three names then Director, NITR will be at liberty to appoint any one out of the said three persons as the sole arbitrator.

The Arbitrator(s) shall decide the dispute independently and impartially. The Arbitrator shall, from the time of his appointment and throughout the arbitral proceedings and without delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartially.

- iii) The arbitral tribunal shall be free to determine its own procedure, which it shall state at the beginning of the arbitral proceedings, and shall follow such procedure thereafter.

Arbitrator may, in consultation with the parties, also determine the manner of taking evidence and all such matters for the expeditious disposal of the arbitration proceedings. The arbitrator shall be entitled to fees and also the expenses. The seat of the tribunal shall be at Rourkela, but if necessary, the tribunal can hold the proceedings at other places, for convenience of the parties.

- iv) **Work to continue during Conciliation / Arbitration:** Work under the contract shall continue during the arbitration proceedings and recourse to arbitration shall not be a bar for continuance of the contract.

- (i) **Amendment:** No change or modification, whatsoever, shall be valid or enforceable unless it is in writing and with consent of the contractor.

- (j) **Jurisdiction:** The competent court at Rourkela shall have the exclusive jurisdiction upon any matter arising out of this contract.

**SPECIAL CONDITIONS OF CONTRACT****A. Scope of Work:**

1. The Steward should ensure the following for effective execution of house-keeping, management and maintenance of Guest House (South or North Block) at the contract price. No escalation is admissible.
  - (a) Room service, manning of counters, cleaning, assistance in the kitchen etc. have to be adequately provided. Depending on the skills of the persons employed, the jobs may be shared amongst them.
  - (b) Presence of at least one of the staff member around reception area of the guest house, all the time is mandatory.
  - (c) Experienced workers must be deployed in adequate numbers to maintain a clean, hygienic and lively area in and around the guest house at all times.
  - (d) Adequate number of cook(s) and support / assisting staff must be deployed in the kitchen and dining area. Since the institute provides the infrastructure and equipment in the Kitchen area, the rates of food items should be less than that of prevailing market rate which will be approved by the Institute on mutual discussion with the Steward. But meal service should always be available, irrespective of the number of guests present.
2. The Steward shall be responsible for maintaining all the rooms of guest house in tip top condition at all times and shall ensure the working of the equipment and accessories attached to each room and the Guest House as a whole. In case of any malfunctioning, the same shall be reported to the Manager of Guest House, NIT Rourkela.
3. Supply of mops, air freshener, detergent, bath soaps and toilet tissues in each room and cleaning and maintenance of floor vertical surfaces, toilets and bath rooms shall be done by the Steward everyday / at the check in of new guest as applicable. The quoted price shall be inclusive of all such expenses.
4. The Steward shall take care of minor repair and maintenance including replacement of minor electrical bulbs and switches, water and sanitary fittings, carpentry and minor civil repair work up to Rs.1,000/- per month. However major civil and electrical maintenance work shall be done by the Institute.
5. Bed sheet, pillow cover, curtain and linens shall be provided by the Institute for use in the guest rooms. The Steward shall maintain the stock of all such items in a Register which shall be available for inspection by Manager, Guest House or authorized official. The Steward shall bear the cost of washing of linen, curtain, bed sheet, pillow covers and towels etc. Bed sheet, pillow covers and towels must be washed after two days of use by a single user and curtains and mosquito nets should be washed once a month.
6. The Steward shall ensure the safety of the guest house, as well as the belongings of the guests and visitors.
7. Registers in the prescribed format shall be maintained by the Steward for recording day to day check-in and checking out of guests.

8. The Guest feedback forms supplied by the Institute must be kept in all guest rooms. The Steward shall keep record of all filled up forms and shall submit them to the Manager, Guest House. Any default / loss of feedback forms shall lead to levy of financial penalty as decided by institute authority.
9. The Steward shall collect the room tariff charges from guest and deposit in the institute account on time.
10. Manage the Reception counter by experienced person who will attend the guest with decent and hospitable manner.
11. The contractor to:
  - (a) Maintain arrival and departure list of guest one day in advance in triplicate and certified by the Manager, NITR Guest House.
  - (b) Maintain the check-in and check-out register and in e-system for proper record.
  - (c) Allot the rooms in the Guest House as per the directive received from respective Guest House office.
  - (d) Maintain receipt book for cash received hand over to Manager, Guest House on very next day.
  - (e) Prepare credit bills of departmental / project guest and send to the concerned department for settlement.
  - (f) Manage cash, Credit Card entries, and credit register and acknowledged by the Manager, NIT Guest House on weekly basis.
  - (g) Submit category wise occupancy report and meal records on monthly basis to Manager, Guest House.
  - (h) Arrange safe handling of baggage of the guest.
  - (i) Attend the telephones, and maintain call traffic registers and responds accordingly.
  - (j) Maintain the Complaint / Suggestion Register (standard format) which should be available on demand by guest.
  - (k) Arrange emergency transport as and when required by a guest.
  - (l) Provide information with regard to rail / air timings and information related to campus to the guests on request.
  - (m) Ensure overall cleanliness in the surrounding areas of the Reception Counter, lobby, porch area.
  - (n) Report **Room-wise Occupancy Status** every morning to the Manager, NIT Guest House.
  - (o) Report major and attend minor non-functional electrical gadgets (Geyser, Fan, Lights, AC etc.) and other maintenance issues of the rooms as well as common areas to the Manager, NIT Guest House through their Operation Manager. A register to be maintained for this purpose, room-wise and the same to be brought to the notice of the Manager, NIT Guest House daily through Operation Manager.
  - (p) At the time of check-out, ensure that all the items provided in the room (linen, remote etc.) are available in case of any missing items report Manager, NIT Guest House for further action.
  - (q) Engage good, experienced and cultured person to promote hospitality.
  - (r) The personnels engaged by the Steward are to be treated employees of the contractor. The Steward shall have Supervisor and control over those workers.

## 12. House Keeping and Maintaining Hyzone

The contractor to –

- (a) Ensure that all the rooms, fixture and fittings attached to the rooms are kept well cleaned, regularly as specified in the cleaning service (Record to be maintained for verification).
- (b) Ensure that room linen are replaced / changed after the departure of a guest and for occupied room on every third day if the stay is of more than 3 days.
- (c) Ensure that following items are available at any point of time in each room. These items will be provided by NIT Rourkela without charge / cost.
  - a. Bed Sheet
  - b. Bed Cover
  - c. Pillow Covers
  - d. Duvet
  - e. Duvet Cover
  - f. Bath Towel
  - g. Hand Towel
  - h. Tumblers (Glass)
  - i. Coasters
  - j. Hangers
  - k. Bucket
  - l. Foot Mat
  - m. Mug
  - n. Dustbin (Room)
  - o. Bath Mat
  - p. Dustbin (Washroom)
  - q. Electrical Kettle (in Suite)
  - r. TV with Remote
  - s. DTH with Remote
  - t. Telephone

13. The Steward shall supply the following toiletries and consumable for each room at his cost.

### Regular Guest

- a. Glycerin Bath Soap
- b. Shampoo
- c. Oil Sachet

### VVIP Guest

- a. Glycerin Bath Soap
- b. Shampoo

- c. Oil Sachet
  - d. Comb
  - e. Shaving Kit
  - f. Dental Kit
  - g. A pair of disposable Slipper
14. The Steward shall supply the following consumables to each room every day.
- a. Coffee, Tea, Milk and Sugar Sachets
  - b. Two bottles of 500 ml mineral water (Bailey/Kinley/ Aquafina/Bisleri)
15. The Contractor shall ensure the following items are replenished in each room.
- a. Goodnight / All-out mosquito repellent with refills
  - b. Toilet Tissues Rolls (2 Nos.)
  - c. Room fresheners
  - d. Naphthalene balls
  - e. Battery Cells (in working condition) for TV, Wall Clock and AC remotes, DTH remotes.
  - f. Newspaper in lobby

All items mentioned above should be of superior / branded quality.

16. **Cleaning Services**

(i) It is necessary to maintain the environment of the NITR Guest House in a healthy and hygienic condition round the clock. All living areas are to be kept clean and tidy and effective waste collection and disposal arrangements shall be made. The following works constitute cleaning service.

(ii) Daily Cleaning

1. Sweeping of the entire premises;
2. Damp moping of tiles, vitrified floors, stair cases, side walls, corridors, passages;
3. Dusting of desk, table, chair and furniture located in the rooms occupied;
4. Special attention will be paid to the cleaning of wash basins;
5. Thorough cleaning and sanitization of all the toilets, wash basins, mirrors, dustbins and WC facilities using suitable non-abrasive cleaners and disinfectants;
6. All the wash basins, toilets pan should be kept stain free using harpic / sanifresh etc.;
7. All surfaces shall be free of germs, soap and mud at the wash rooms;
8. Replacement of bathing towels / hand towels on a daily basis in all the wash-up areas;
9. Replacement of multifold soft hand tissue paper on a daily basis in all the wash-up area;
10. Cleaning of Door mats; aluminum doors, aluminum Fish plates etc.
11. Odonils, Naphthalene balls, urinal cubes, should be supplied sufficiently in the toilets;
12. Emptying all waste paper baskets from all rooms and washing or wiping them clean with damp cloth, replacing plastic waste paper basket linings and returning of items where they were located.

17. **Contract Validity**

The contract shall be initially for a period of one year from the date of award subject to continuous satisfactory performance. However, this will be reviewed at the end of each year based on the performance and if found satisfactory it may be extended another term. Price escalation may be considered for the extended term depending upon market condition and price index.

18. The Steward shall prepare bills separately for boarding and lodging of individual guest staying in the Guest House and take the following actions:
- (a) Bills in respect of the Institute important guests for both boarding and lodging are to be directly submitted to the concerned office for processing. The amount towards boarding charges as per fixed menu and rate shall be reimbursed to the Steward by the Institute.
  - (b) Boarding charges in respect of all other guests (i.e. other than (a) above shall be directly collected by the Steward from the concerned guests or their local hosts and the Institute shall not be responsible for any default thereof.
  - (c) The amount so collected shall have to be deposited either at the Finance and Accounts office of the Institute or in the SBI, NIT Campus Branch, Rourkela, Guest House account within 3 working days of collection. The Steward shall maintain a ledger book and submit a statement of receipts to the Registrar every month through Manger, NIT Guest House.
  - (d) The Steward must ensure that the room rent collected for a particular month should match with the Booking register. In case of any mismatch the same should be reported with reason along with monthly bill failing which the monthly bill shall not be processed.
  - (e) The ledger book and all the counterfoils of the official receipts shall be produced before the competent authority of the institute for the purpose of auditing and verification and when required and asked by the authority.
  - (f) The Steward shall accept guests only with prior approval of the Institute. He may, however accept guests provisionally after filling up an appropriate requisition form and entering the information on a register if rooms are available with the permission of NIT Authority. The forms and the register are to be submitted to the designated Officer of the Institute on the next working day.
19. The Steward shall ensure effective execution of the above mentioned responsibilities faithfully, diligently with utmost honesty and sincerity.
20. The Steward shall submit the name and address of employees engaged under this contract within 15 days commencement of the contract.
21. The Steward shall provide two sets of liveries each year according to the specification of the authority, to all his employees engaged in the Guest House and enforce proper use of the same during duty hours. Steward shall also provide a badge with the inscription. NIT Guest House (South / North Block) and name of the employee and Steward's name.
22. The Steward shall maintain all registers such as Muster Roll, Wages Register, Attendance Register etc. to record the attendance, wages paid and other details of his personnel. The register should be made available to the Institute authorities and government authorities for verification as and when desired.
23. The Institute shall provide linen, mosquito nets and curtains of the guest room(s) but the requisition for replacement of worn out linen and curtains is to be made by the Steward to the Institute Authority beforehand. The Steward shall store the linens and curtains in proper manner and shall maintain a Stock Ledger Book for the purpose duly endorsed by the Institute's authorized representative.

24. The Institute will provide modern kitchen utensils, equipment which to the Steward only as a custodian of the same. This is to be returned back to the institute on termination of the contract without any damage. For shortage or damage book value of the equipment / utensil shall be recovered from the bills of the contractor.
25. The Institute shall place under the care of the Steward well-furnished guest rooms with attached bathrooms or separate bathrooms along with all sanitary, electrical fittings and air conditioner and DG Set installation (South Block only) which are the exclusive properties of the institute and Steward shall maintain an inventory list and supervise whether those are in working condition or not and report to the Institute authority regularly.

The following newspaper should be provided to the guest house by the Steward.

South Block

- (a) Indian Express (E)
- (b) Times of India (E)
- (c) The Samaj (O)
- (d) Dainik Jagaran
- (e) India Today (E)

North Block

- (a) Times of India (E)
  - (b) Telegraph (E)
  - (c) Dharitri (O)
  - (d) Hindustan (H)
  - (e) India Today Magazine
26. The Institute shall take the responsibility for any major maintenance work connected with the building, water supply, electric supply, sanitary and sewerage system which will be carried out through Estate Maintenance as the case may be.
  27. The Institute will bear the cost of electricity (except that consumed in the guest house kitchen, dining hall which has to be borne by the Steward) and water charges. A separate meter shall be fixed to measure the consumption in kitchen and dining area. The Steward shall pay electricity charge for the units consumed.
  28. In consideration of the aforesaid services so to be rendered, the Institute shall pay to the Steward a consolidated amount per month as per the quoted price / agreed upon which shall include (a) wages to the workmen, (b) cost of washing of linen and curtains, (c) cost of minor repair and maintenance, (d) supply of all consumables such as mops, air freshener, detergent, bath soap and toilet tissue etc. and maintaining the guest house complex in top conditions at all times.
  29. Further the Steward shall be responsible for strict compliance to the following points for providing catering services inside the guest house premises.
    - (a) The Steward shall provide catering service to guests as per the menu and price decided. The Steward shall not serve any alcoholic drink or tobacco products in the premises of the Institute Guest House.
    - (b) All guests staying in the guest house must be served food on the dining table in the dining area. Only in case of parties and functions guest may line up in the pantry counter. The Steward must deploy adequate number of support staff to provide good service to the guests and avoid long waiting time.

- (c) The Steward is not allowed to provide catering service to persons other than those staying in the Guest House or participants of Continuing Education Programmes / Conferences. (He may however, provide catering service to employees of Institute from the facilities just like any other Caterer with prior permission of the competent authority for certain social functions).
  - (d) The Steward will provide all consumables in the kitchen like raw materials, cooking gas cylinders. The Steward shall have to pay for the repair and maintenance of the equipment, kitchen and dining hall for the damage caused due to rough / negligent use.
  - (e) The institute shall provide all crockery items to be used inside the kitchen and dining area of the guest house at the beginning of the contract. The Steward shall maintain them in good condition at all times and replace all broken / misplaced items with equal quality of the product throughout the contract period. Any damage due to breakage / rough / negligent use shall be borne by the Steward at his own cost and all materials to be handed over as per list available in Guest House stock register to the PADA (Guest House) at termination of the contract. The alternative brand must be certified by the institute before replacement.
  - (f) Normally other caterers will not be permitted to serve food in Guest House dining hall or in the premises of the guest house. In case, if other caterers are permitted by the institute authorities to serve food in Guest House (either South Block or North Block) the Steward shall cooperate with outside caters to ensure proper treatment of guests.
30. The Steward's employees should be free from any contagious disease or sickness that is considered unacceptable for handling food. In such case the Steward should arrange treatment or provide substitute and should make alternative arrangement at his cost.
  31. The Steward shall be solely responsible to provide safe and hygienic food to the guests at all times. Only authorized brands of products as approved by the institute can be used to ensure quality. A committee appointed by the Institute will monitor the same including quality / brand of input materials and hygiene. Persons authorized by the Institute must have full access to all facilities and documents. Any preparation not found to be wholesome or hygienic is liable to be destroyed without any compensation. Further punitive action, as deemed fit shall be taken against the Steward.
  32. Only purified water (purified by Aquaguard / RO purifiers of reputed brands or other purifier of similar standard) has to be served in the guest house. The institute has installed water purification machines inside the guest house. However the Steward shall maintain them at his own cost by his own technical person. The Steward must ensure to serve clean drinking water to all guests at all times and any default shall lead to penalty as deemed fit.
  33. The premises of the guest house shall not be used for any other purpose.
  34. No trash is to be thrown inside or outside the Guest House premises except in properly covered bins supplied by the Steward, at his cost.
  35. Use of any other fuel except cooking gas is forbidden. Use of electricity for cooking is discouraged except in emergency, with due approval of the institute authority.
  36. The assets and articles provided by the institute shall be property of the institute and the Steward shall be merely the custodian of such assets and articles. On termination of the Steward, all such property shall be handed over to the Institute in good condition.
  37. Contractor shall maintain the building space and rooms in good condition. All floors and rooms are to be scrubbed regularly with non-corrosive detergent or soap, and all vertical surfaces are to be dusted regularly. The period of cleaning should be such that there is no visible dirt or marks at any time. In case of deficiency the Institute administration shall levy fine or terminate the contract with immediate effect.



38. Food cost and chart will be same for both the guest houses and the same would be approved by the Institute. The Institute shall not entertain any claim towards food or food preparation related expenses incurred by the Steward.
39. The Steward and his employees shall always be treated as "LICENCEE" and Institute as "LICENSOR". As such, the Steward and / or his employees shall be bound to vacate the premises or shall be treated as unauthorized occupant on the termination of the agreement. They are liable for eviction if not vacated voluntarily.
40. Deficiency in Service: The institute authorities shall inspect the facility from time to time to assess the performance of the Steward. If any deficiency in service is observed, the contract is liable for termination.
41. The Steward shall not perform any act that would violate the statutory obligations laid down by the competent authorities. Further he is advised to act in a disciplined way and should avoid any mishap or misconduct that would pose negative impact on the fame and reputation of NIT Rourkela.
42. **Obligation**
- (a) Any mid-year increase in expenditure because of enhancement of minimum wage of the central government cost of goods and services in the market or other tax rates / statutory levies (except service tax) will be absorbed by the contractor.
- (b) The institute shall have no responsibility towards payment of wages, social security, medical care, safety or any benefit to the personnel engaged by the caterer. Any unpleasant incident occurring during the contract period is the sole responsibility of the caterer. The institute shall in no way be liable for any such incident.
- (c) The firm / Steward shall abide by all statutory rules and regulation as applicable to his establishment.
- (d) The Steward shall maintain proper record of his personnel (including EPF and ESI numbers and details) and proper accounts of all his financial transactions, and the records will be made available to Institute authorities on request.
43. **Risk and Cost**
- (a) Neglect or failure on the part of the Steward to execute the work will be carried out by alternate source at the risk and cost of the Steward and to the extent of alternate execution, the contract will be deemed to be terminated either in part or full.
44. **Payment Terms**
- (i) Subject to any deduction that may have to be made in accordance with the terms and conditions of this contract or law, the Steward shall be paid against bill on monthly basis for the work done during the previous month.
- (ii) For the purpose of such monthly payments, invoices preferably in their printed forms along with the documentary proof for having deposited the workers contribution towards EPF, ESI and Pension with his jurisdictional RPF Commissioner and also proof of payment of wages to his workmen and bank receipt towards payment of wages for the previous month shall be prepared and submitted by the Steward for the work done during the month within seven days after completion of the month.
- (iii) Payment shall be regulated as per terms of contract.
- (iv) Deduction of applicable taxes will be made including TDS and Certificate will be issued by Finance and Accounts Office or such deductions.
- (v) For electricity charges, the firm will give an initial deposit of **Rs.10,000/-** which is refundable at the end of the contract period on vacating the premises. Electricity bill should be cleared within one week of receiving the bill. If the monthly bill exceeds **Rs.4,000/-**, the deposit amount will be revised upwards.

- (vi) The firm shall pay all taxes (GST as applicable), fees, license charges, deposit dues or other charges, payments to concerned beneficiaries / authorities. In case of any default the institute shall have the right to recover the same from the bill or payment claimed from the institute and pay to the concerned beneficiaries.

**45. Termination**

Neglect or failure to execute the contract as per its term and condition or violation of any of the condition mentioned herein, shall entail termination of this contract with remedial action as provided here under.

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