

# TENDER DOCUMENT "FOR RUNNING HOSTEL MESS" At

## CIPET:PPEC,Paradeep

**On yearly Contract basis** 

## TENDER NO. CIPET: PPEC/MESS/2021-22/01

### LAST DATE FOR SUBMISSION OF BID: 04.06.2021

CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY (Ministry of Chemicals & Fertilizer, Govt. of India)

CIPET: PPEC, Paradeep Plastic Park, Siju, Jhimani,Paradeep-754141, Jagatsinghpur, Odisha Tel:06722-296032 e-mail :ppeccipetparadeep@gmail.com Web: cipet.gov.in

Page **1** of **17** 

#### CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY (Ministry of Chemicals & Fertilizer, Govt. of India) CIPET: PPEC, Paradeep Plastic Park, Siju, Jhimani,Paradeep-754141, Jagatsinghpur, Odisha Tel:06722-296032 Web: cipet.gov.in, e-mail :ppeccipetparadeep@gmail.com

#### TENDER NOTICE

CIPET:CSTS Bhubaneswar invites bids through Tender UNDER SINGLE STAGE TWO BIDS SYSTEM IN TENDER PORTAL (www.cipet.gov.in) from reputed Caterer having valid food licence, PAN, IT Return & GST Registration Certificate & Food Licence for "Running Hostel Mess" at CIPET:PPEC, Paradeep Plastic Park, Siju, Jhimani, Paradeep, Jagatsinghpur-754141. Bid offers should be of two parts viz., Technical Bid & Commercial Bid.

Sl.	Description	EMD in `	Tender Fees in `	
No		(Refundable)	(Non-refundable)	
01.	Running Hostel Mess at CIPET:PPEC Paradeep	30,000.00	Rs.590 (500 plus18% GST)	

Note: MSME registered bidders EMD is exempted as per GOI rules.

Please visit our website for downloading our bid documents, technical details and other terms & conditions.

Interested and eligible bidders may view and download detailed tender documents from www.cipet.gov.in. Bidders are requested to submit hard copy of the Technical Bid duly sealed and signed to CIPET: PPEC, Paradeep Plastic Park, Siju, Jhimani, Paradeep, and Jagatsinghpur-754141.

The last date for submission of the bid is as mentioned below:

Last date for issue of tender documents	: 03.06.2021 Time 17:00 Hrs
Last date of submission of Tender	: 04.06.2021 Time 17:00 Hrs
Date of Opening of Tender	
07.06.2021 Time 11.00 Hrs	

The amounts towards Tender fee and EMD should be submitted separately in the form of Demand Draft drawn on any Indian nationalized bank in favour of "CIPET PPEC, Bhubaneswar payable at Bhubaneswar and shall be submitted at CIPET:PPEC, Paradeep Plastic Park, Siju, Jhimani, Paradeep, Jagatsinghpur-754141 as specified on or before 04.06.2021 up to 17.00 Hrs. in separate sealed cover failing which bids will be summarily rejected. The undersigned reserves the right to accept/reject any or all Tenders without assigning any reason thereof. No claims whatsoever shall be entertained for the loss/damage suffered by the parties/bidders on account of such rejection.

#### In-charge CIPET: PPEC, Paradeep

Page 2 of 17

:

Scope of Work

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

Note: 1. Bidders are requested to regularly check our website for updates with regard to this tender. No further paper ad shall be published for any change/ addenda/ corrigenda/etc.

:

#### Tender Notice for Providing STC Hostel Mess Facility at CIPET:PPEC,Paradeep

- 1. Sealed tenders are invited for running the Hostel mess of the CIPET: PPEC, Paradeep for 01 year, in two bids: **(1) Technical/Qualification Bid** containing, the information regarding the business, turn over, experience and other details of the firm, to judge the suitability of the caterer for the CIPET: PPEC, Paradeep hostel mess; **(2) Commercial Bid** containing the price of the items/full day menu etc.
- 2. The Technical/Qualification Bids will be opened on 07.06.2021 at 11.00 AM in the presence of tenderers or their authorized representative(s). The authorized representatives of CIPET:PPEC, Paradeep may also do a spot visit of the establishments of the caterers to assess their suitability as part of the Technical/Qualification Bid. The Commercial Bids of only those who are found suitable by the Committee appointed for the purpose will be opened on a date/time to be decided later on and communicated to such eligible bidders.
- The bidder should submit the Technical/Qualification Bid and Commercial Bid Should be ofline Mode, Technical sealed envelopes super scribing "Technical/Qualification Bid". These envelope should be sealed properly and super scribed "Tender for CIPET:PPEC, Paradeep STC Hostel Mess".
- 4. The tenders supported by earnest money of **Rs. 30,000.00 ( Rupees Thirty Thousand Only)** through a demand draft/banker's cheque valid for a period of three months shall be submitted by the Tenderer, issued by any Scheduled Bank guaranteed by RBI, drawn in favour of "CIPET:PPEC, Bhubaneswar". The tenders with earnest money will be received by the CIPET:PPEC,Paradeep, on or before 04.06.2021 **at 5.00 PM**.

- 5. Tenders should be addressed to the In-charge, CIPET:PPEC, Paradeep Plastic Park, Siju, Jhimani, Paradeep, Jagatsinghpur-754141, Odisha and super scribed "Tender for CIPET:PPEC, Paradeep Hostel Mess".
- 6. The In-charge, CIPET:PPEC, Paradeep, reserves the right to reject any or all the tenders or accept them in part or full without assigning any reason(s) thereof. For eligibility criteria, qualifications, price, bid evaluation criteria and other information etc., interested agency(s)/ Firms (s) may visit CIPET Website at <a href="http://www.cipet.gov.in">http://www.cipet.gov.in</a>.
- 7. The successful tenderer who is awarded the contract shall have to make a Performance Security of Rs.50,000.00 (Rupees Fifty Thousand Only) with CIPET:PPEC, Bhubaneswar upon award of contract, valid upto 90 days beyond the date of all contractual obligations.
- 8. The tenderer should quote the rate and amount in figures as well as in words as tendered by them for each item.
- 9. The tender is not transferable under any circumstances at any stage.
- 10. Telegraphic, conditional or incomplete tender forms/bids shall be summarily rejected. Canvassing or influence of any kind, direct or indirect, shall lead to disqualification of the tenderer.
- 11. Bids in any form other than the prescribed form issued by CIPET: PPEC, Paradeep, or incomplete bids will not be entertained and will be summarily rejected.
- 12. The tenderer who is awarded the contract shall be bound to execute and implement it from **the date of award of contract** by signing an AGREEMENT on the non-judicial stamp paper of the value of **Rs. 100/-** in the enclosed form at his own cost. On acceptance of the tender by the CIPET:PPEC, Paradeep, it will constitute a binding agreement between the CIPET:PPEC, Paradeep, and the person so tendering whether such formal contract is or is not subsequently entered into within 10 days of the date of AWARD of contract. Failure to comply with the above conditions will lead to the cancellation of the contract and forfeiture of his earnest money. In the event of any tenderer backing out before the actual award or execution of agreement, the contract being awarded to him, the In-charge will have discretion to forfeit the Earnest Money in full.
- 13. Bidder should sign and stamp all the pages of duly filled tender document in testimony of having read all the terms & conditions laid down in the tender document.

In-charge CIPET: PPEC, Paradeep

#### <u>Technical /Qualification Bid (Page No. 3-4)</u> PROFILE OF THE TENDERER

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

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

#### **DETAILS OF PREVIOUS CONTRACTS**

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

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

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

Place:

Date:

SIGNATURE OF THE TENDERER

Page 6 of 17

#### PART 3

#### Undertaking

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

Name & Signature of the Contractor Or is Authorized signatory with seal of the Agency/Company

#### **CONDITION 2** . Award of mess operation contract:

i. The institute will award the Mess and Hostel operation contact as per the following procedures.

a) The bidders qualifying the Technical Evaluation Criteria (Part 1, 2 & 3) will be called for opening the price bid.

b) The Common price for the all the Hostel and Mess operation will be decided on the basis of quoted price of qualified bidders (**Technical Evaluation**) in their presence along with Hostel and Mess/ Tender Operation Committee.

c) Bidders who are not agreeing to the common price may be abstaining from the further process.

d) The merit list of successful bidders depending upon technical evaluation will be declared and mess will be awarded on the basis of clusters as per the merit by choice of the **first bidders** agreed on common price.

- ii. Notwithstanding the above, the institute reserves the right to accept or reject any tender and to cancel the bidding process and reject all the quotations at any time prior to the award of contract. Also, institute reserves the right to select or reject any bid without assigning any reason thereof.
- iii. The bidders whose bid is accepted will be notified for the award of the contract by the institute. The terms and conditions of the accepted offer shall be incorporated in the contract.
- iv. If bidder have no Labour license then the Bidder have to submit the proof of applying the labour license within 10 days of issue of work order form hostel section.
- v. Hostel operation contract will be allotted on the basis of the allotted mess to operating agency.
- vi. Submitted tender should be valid for three months from the tender due date.
- vii. All disputes shall be subject to Jagatsinghpur Jurisdiction only. Note: Bidder who do not comply the above points will be treated as irresponsive and no communication will be given in that regard and allotment will be offered to the next bidder in the merit list

#### **MENU FOR HOSTEL MESS**

Day	Morning Tea	Breakfast	Lunch	Snacks	Dinner
Monday	Tea & Biscuit	Upama, Samber, Mutter Curry, Banana Milk (for Veg)	Rice, Dal, Mix Veg, Paneer Curry, Papad, Pickles	Tea, Aluchop	Rice, Roti, Dalma, Chips, Sweets, Banana
Tuesday	Tea & Biscuit	Idly, Samber, Chutney, Boiled Egg, Banana Milk (for Veg)	Rice, Chips, Chicken Curry / Paneer Curry (for Veg), Papad, Pickles	Tea, Samosa	Rice, Roti, Dalma, Chips, Kheer, Banana
Wednesday	Tea & Biscuit	Bada, Mutter Curry, Banana, Milk	Rice, Dal, Fish Curry / Soyabean Curry (for Veg), Salad, Chips, Pickles	Tea, Pakoda	Rice, Roti, Dalma, Bhaji, Sweets, Banana
Thursday	Tea & Biscuit	Puri, Aloo Curry, Boiled Egg, Banana, Milk (for Veg)	Rice, Dal, Fish Curry / Mushroom Curry (for Veg), Papad, Chips, Pickles	Tea, Bada	Rice, Roti, Dal, Kabuli Chana Curry, Sweets, Banana
Friday	Tea & Biscuit	Idly, Samber, Chutney, Boiled Egg, Banana Milk (for Veg)	Rice, Dal, Fish Curry / Mix Veg Curry (for Veg), Salad, Chips, Pickles	Tea, Bread Chop	Rice, Roti, Dal, Mix Veg Curry, Sweets, Banana
Saturday	Tea & Biscuit	Upama, Samber, Mutter Curry, Banana Milk (for Veg)	Rice, Dal, Egg Curry / Pottal Curry (for Veg), Bhaji, Papad, Pickles	Tea, Aluchop	Rice, Roti, Soyabean Curry, Sweets, Banana
Sunday	Tea & Biscuit	Paratha, Aloo Dum, Banana, Pickles	Rice, Dal, Mutton Curry / Paneer Curry (for Veg), Bhaji, Papad, Pickles	Tea, Samosa	Rice, Roti, Dal, Kabuli Chana Curry, Kheer, Banana

\* Papad, Pickle daily with Lunch.

\*\* Menu can be changed as per mess committee meeting decisions and market situation.

#### **CONDITION 3: General Terms and Conditions:**

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

**1.** This mess contract period is for 01 year initially. If hostel inmates and hostel authority is satisfied with the performance of the bidder, the contract period may be extended without inviting the tender with the same terms & conditions.

- 2. The hostel office will provide necessary facilities such as, electricity, furniture. These facilities will be in the charge of the Bidder and he / she will be responsible for any loss/damage other than usual wear and tear. In case of any loss or damage, the bidder will has to replace the lost items / carry out necessary repair, subjected to approval and instructions of the Wardens.
- **3.** The maintaining safety, health and hygienic conditions in and around the mess will be the responsibility of the bidder. Warden's suggestions / actions regarding cleanliness have to be followed and the expenditure towards this is to be borne by the bidder.
- **4.** The bidder is required to keep one mess manager, one cook and a helper for effective functioning and management of the mess. The age of every mess worker must be between 18 to 55 years.
- **5.** The bidder and mess workers have to behave politely with hostel inmates.
- 6. Smoking and intoxication (drug, alcohol, Gutkha, Tambaku, etc.) is strictly prohibited.
- 7. During the contract period if any administrative clauses found from the bidder side CIPET:PPEC, Paradeep have the right to termination of the contract service immediately. But in case of the Bidder wants to be withdraw the contract in the same period he will give a minimum of 1 month notice to CIPET:PPEC, Paradeep.
- **8.** The bidder must put complain register at the entrance of the mess which will be checked by mess committee / Warden on regular basis.
- 9. If the mess management of the bidder is not up to the mark or, the quality of the food is found below standard or unhealthy or unhygienic, then In-charge, CIPET:PPEC, Paradeep is fully empowered to terminate the contract immediately. The Hostel Wardens Committee's opinion is final so far as the food quality / mess management is concerned.
- 10. The food, raw materials, ingredients etc. are to be of good quality, clean, fresh, nutritious, hygienic and edible. Any type of cooked food shall not be stored / preserved after meals, not following warden's suggestions / instruction in such matters shall be considered as violation of terms and conditions of contract and shall invite penalty for the same.
- **11.** Mess workers and cook should be healthy and medically fit. They are required to have a regular Medical check-up. These expenses have to be borne by mess bidder themselves. If any mess worker is found medically unfit, he / she may not be given permission to continue his / her duties and mess bidder has to replace him / her immediately without fail.
- **12.** Bidders are required to give company uniform to the mess supervisor / mess manager. It is to be ensured that whenever the mess workers are on duty they should be in proper uniform. The uniform should be cleaned / washed at least thrice in a week.

- **14.** Sample daily menu to be followed by the bidder is attached with this document. Mess Menu will be prepared as per the sponsoring agencies approved menu. Menu can be changed, to suit the availability of seasonal vegetables and their market supply.
- **15.** The meals should be served at following timings:

Tea & Biscuits	 06:00 a.m. to 07:00 a.m.
Breakfast	 08:00 a.m. to 09:00 a.m.
Lunch	 12:30 p.m. to 02:00 p.m.
Snacks	 04:30 p.m. to 05:30 p.m.
Dinner	 07:30 p.m. to 09:30 p.m.

The timings may be changed as and when such circumstances arise.

16. Mess cut will be given to students as per following condition:-

a) Students will submit the mess cut application before they leave the hostel.

b) Mess cut will be given to the students for the whole duration if duration exceeds 2 days.

c) Bidder will be given service charge as per approved rate for the whole duration.

d) Mess cut amount will be deducted from bidder's final bill of the respective month and it will be disbursed to the eligible students through the hostel section.

e) Mess cut will be given to the students in ground of medical reason after necessary approval from hostel warden.

- **17.** Bidder shall provide light food to the sick student/s during his/their sickness period and no extra charge will be paid for the same.
- **18.** The payment of the bidder will in one instalments of the actual mess bill within 15 days after depositing the bill.
- **19.** The payment / calculation of mess bill would be on actual days of operation of the mess. Service charge will not be paid when mess is not operated due to official breaks/ vacations during the academic year.
- **20.** Bidder shall collect the guest charges directly from the students / guests who are not registered for Meals.
- **21.** Subletting of contract is strictly not allowed which can lead to termination of the contract.
- **22.** At present this mess contract is for a period of one year. If hostel inmates and hostel authority is satisfied with the performance of the bidder, the contract period may be extended without inviting the tender with the same terms & conditions.
- **23.** The mess utensils are to be cleaned with hot water using detergent powder/soap after every meal.

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

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

- **32.** Storage / consumption of any alcoholic drink / liquor are strictly prohibited. The bidder shall not serve any of such substance / drink in mess / hostel. Smoking, consuming gutkha, tobacco, paan, etc. is also prohibited in hostel premises.
- **33.** The bidder shall be completely responsible for appropriate behaviour of the mess workers. If it is found that any worker has misbehaved with any of the hostel inmates / hostel staff, he has to take action as suggested by the under intimation to the In-charge, **CIPET: PPEC, Paradeep**.
- **34.** Wage to the mess workers will be disbursed by the mess bidder as per the Govt. labour laws.
- **35.** The bidder shall provide other prepared food items like biscuits, namkins and flavored milk etc. in consultation with the warden whenever such need arises.
- **36.** Following deductions will be made from the bidder's mess bill:
  - (a) Gas to be arranged by bidder.
  - (b) Income Tax / GST / Service Tax any other tax at the rate as applicable from time to time.
  - (c) Mess cut (if any)

# 37. The following brands of grocery items are permissible to be used. Atta: Shaktibhog/Ashirwad/Shreem Chaki Fresh Cotton seed oil/ Sunflower: Nature Fresh/ Fortune/Supetlite/sunflower All type of Masala: Badshah/Everest/Ramdev/Swadist/Ruchi/MDH Bread: Swadist/Spencers Ghee/butter: Amul /Britania/ OMFED Tea: Tata Tea/Taj Mahal/ Brook Bond Salt:Tata/Annpurna Besan: Ramdev/Gai Chaap/ Tata/ Swad Paneer: Amul/OMFED/Others Rice: Good quality /any other equivalent to this / as approved by hostel warden. Milk / Curd: Amul /OMFED/Others

- **38.** Mess will be closed as per the prior instructions of Warden during vacation.
- **39.** Bidder shall enter into an agreement for execution of this contract as per prevalent rules and regulations of Government of India and shall bear full cost for the same.
- **40.** Drainage line to be maintained/ repaired in case of blockage due to wastage of food material by the bidder at his/her own expenses.
- **41.** Responsibility of providing Medically-Fit Mess Staff The contractor shall ensure that all employees engaged by him are free from communicable/ infectious disease and are also medically fit to work at mess. If in the opinion of the institute any of the contractor's employee(s) is found to be suffering from any such disease/condition or if any employee(s) of the contractor is found to have committed misconduct or misbehaviour, the Mess Committee/ Warden shall have the right to ask the contractor to remove such employee(s) without questioning the decision of the institute. The Institute shall be entitled to restrain such employee (s) from entering into the mess premise. Thereafter, the contractor shall have to provide a substitute(s) within a reasonable time.
- **42.** The contractor shall not appoint any sub- contractor for the work assigned to him without the written permission of the Mess Committee/Warden. Also, no part of the contract, nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or whosoever.
- **43.** FESTIVE SPECIAL MEALS: As directed by Hostel Warden for special menu for such occasion based on holiday calendar of the Institute.
- **44.** Arbitration Except as otherwise provided elsewhere in the contract, if any dispute, difference, question of disagreement or matter whatsoever, shall, before/ after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning,

operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a sole arbitrator to be appointed by the Principal Director & Head of the Institute at the time of the dispute. The award given by the arbitrator so appointed shall be binding on both parties. It will not be open to the parties to challenge the jurisdiction of the arbitrator after the award has been made.

- **45.** The caterer will be fined in case of violation of the following rules:
  - i. Unavailability of complaint register on the counter/discouraging the complaint would lead to a fine of Rs. 1000/- on the caterer.
  - ii. 3 or more complaints of insects found in any meal would invite a fine of Rs. 1000/- on the caterer.
  - iii. 10 or more complaints of unclean utensils in a day would lead to a fine of Rs. 1000/- on the caterer.
  - If mess committee agrees that certain meal was not cooked properly then a fine of Rs.
     1000/- would be imposed on the caterer.
  - v. If food for any meal over within timings of mess and waiting time is more than 60 minutes, then a fine of Rs. 1000/- would be imposed on the caterer.
  - vi. Fine on any discrepancy (personal hygiene of workers, Kitchen area, dining area etc) will lead to fine of Rs. 1000/- on caterer.
- **46.** Safety Regulations In respect of all labour, employed directly or indirectly by contractor to perform the assigned job as part of the agreement, the contractor shall make necessary arrangements for the safety and security of workmen at his own cost as per safety codes of the CPWD, Indian Standards Institution, the Electricity Act, various safety regulations, rules and orders made there under and such other acts as applicable.
- 47. Fulfilment of Statutory Provisions The contractor shall be responsible for fulfilling the requirement for all statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Contract labour (Regulations and Abolition) Act and all other labour and industrial enactment at his own risk and cost in respect of all staff employed by him. The Institute shall be indemnified for any action brought against it for any violation/non-compliance of any of the provisions of any of the acts, etc. Hence, non-compliance or violation of any of these provisions of any of the Acts would lead to the immediate termination of the contract. The contractor shall maintain all records required to be maintained under statutory enactments and the Warden and his authorized representatives shall be entitled to inspect all such records at any time. No worker below the age of 18 (eighteen) years shall be employed for the mess work. The Contractor has to pay the salary to workmen in presence of Warden and/or his authorized representatives as per payment of wages act every month for immediate previous months work without waiting for clearance of his pending bills. Failing which a penalty equivalent to 5% of monthly bill value shall be imposed on contractor.

- **48.** Accident or Injury to Workmen- the Institute shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor through claim from insurance company. The contractor shall indemnify and keep the Institute indemnified against all such damage and compensation whatsoever in respect or in relation thereto.
- **49.** For sick students, the contractor shall arrange to serve "sick diet" at their rooms. The sick diet shall be defined and provided by mess committee to the contractor.

# 50. At any circumstances the staff/employee of bidder/contractor shall not have any claim what so ever for any type of employment with CIPET:PPEC, Paradeep.

#### FORM- I

#### **TENDER/CONDITIONS ACCEPTANCE LETTER**

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

То

The In-charge CIPET:PPEC, Paradeep, Paradeep Plastic Park Siju, Jhimani, Paradeep Jagatsinghpur-754141 Odisha

Subject: Acceptance of Terms & Conditions of Tender. Tender Reference No : ..... Tender Name: ....

Dear Sir,

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

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

#### FORM- II

#### **CERTIFICATE OF ETHICAL PRACTICES**

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

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

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

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

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

Place :-----Date :-----

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

#### FORM- III

#### **Commercial Bid**

## A. DAILY MESS RATE: Rates Quoted PART 1

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

\* These prices include all kind of material cost and profit margin of contractor.
\* Capacity 150 & above students & Staffs.

(Signature of the Bidder, with Official Seal)