



## **TERMS & CONDITIONS OF THE CONTRACT**

### **1. SCOPE OF WORK :**

1. Hostel to accommodate 35 No. of Girl students
2. To Provide Safety & Security and Proper Housekeeping at Hostel premises and at rooms.
3. Providing Food services to the accommodated students

### **2. JOB SPECIFICATIONS:**

1. Hostel shall be well furnished with cot/other alternative and maintain proper hygienic atmosphere in every time.
2. Security Services at Hostel at all times.
3. Housekeeping services at Hotel.
4. Qualitative food shall be provided in appropriate quantities in timely manner

### **3. TERMS AND CONDITIONS: (GENERAL)**

1. The tenderer shall furnish all the documents through E-Tender only.
2. Submission of Tender:  
The tender should be submitted under **“Two BID System” in E-Tender portal.**
3. Quoted price should be inclusive of all taxes and duties.
4. The offer should be valid for a period of 01 year from the date of issue of contract
5. The Contract could be extended further, on mutual consent of either party for such further period which CIPET deems fit.
6. CIPET: CSTS Vijayawada reserves the right to reject any or all the tenders, wholly or partly without assigning any reason thereof. In all matters pertaining to this tender, the decision of the Director & Head CIPET: CSTS Vijayawada shall be final and binding.
7. Request for any further extension of the above deadline shall not be entertained. Delayed and/or incomplete tenders shall not be considered.
8. **EMD** : Declaration is to be submitted as per Annexure - II
9. The below are the bank details of CIPET: CSTS Vijayawada for NEFT/RTGS towards application/EMD:

Name of the Account : CIPET VTC VIJAYAWADA  
Bank Name : SBI  
Account No : 34977031901  
IFSC Code : SBIN0005947  
Address : SBI SME BRANCH, NEAR SAI HOTEL CENTRE,  
AUTONAGAR, VIJAYAWADA, ANDHRA PRADESH

10. **Performance Security** : contractor has to deposit a Security Deposit of Rs. 25,000/- (Rupees Twenty Five Thousand rupees only) by drawing a demand draft from the Nationalized Bank in favour of the **CIPET VTC Vijayawada, payable at Vijayawada/NEFT/RTGS** within 30 days of the issue of order or the same shall be adjusted in the running RA bills of the contractor @ 10% of the Security deposit per month up to accumulation of mentioned security deposit.

The Performance Security will be refunded after completion of the contract period.

11. The Contractor shall be solely responsible for any failure to fulfill the statutory obligations and shall indemnify the Institute against all such liabilities, which are likely to arise out of the agency's failure to fulfill such statutory obligations. Where counter terms and conditions have been offered by the Contractor, the same shall not be accepted by the Institute, unless a specific written acceptance thereof is obtained.
12. If the Contractor fails to carry out the Jobs as per the terms and conditions agreed upon, he is liable for forfeiture of Security Deposit in additions to penalty.
13. The workers are not employees of the Institute and shall not have any claim whatsoever on the Institute and shall not act detrimental to the interest of the Institute.
14. All statutory liability/obligation/deduction should be fulfilled by the contractor as per the existing law of land.
15. It is the liability of the contractor to deal with accidents if any occurring to their workmen during the course of operation. CIPET will have no responsibility and no compensation will be paid.
16. Alcoholic consumption, smoking etc. during duty hours and/or while on duty is strictly prohibited inside the hostel. In case of misbehavior by any employee of contractor with trainees/staff of CIPET is found, they should be replaced soon.
17. The Institute reserves the right to terminate the contract on one month notice, if the performance is not satisfactory. The Contractor can also terminate the contract by giving two months notice and clearing all the dues to the Institute, if he is not willing to continue the contract. In case of unwilling of the contractor to continue the services, the Security deposit shall be forfeited.
18. Sub-letting/Sub contracting the work is not permissible under any circumstances.
19. Successful Contractor shall execute an agreement on Rs.100/- stamp paper and the cost shall be borne by the Contractor.
20. The Tender should be complete in all respects.
21. Contractor should provided drinking water, service water 24 hours in the hostel and all other amenities along with in-time supply of food to the students.
22. Breakfast, Lunch and Dinner need to be served as per the basic menu agreed upon with the Hostel Management Committee.
23. Tentative Mess Timings (which may alter basing on the requirement)
  - i. **Break Fast** : 08:30 AM – 09:30 AM
  - ii. **Lunch** : 12:30 PM – 01:30 PM
  - iii. **Dinner** : 08:00 PM – 09:00 PM
24. Dispute: In case of any dispute between the Warden and the Service Provider, the matter will be referred to CIPET Management Committee to be approved by the Head of the Institute and the decision of the Committee will be binding on the contractor.
25. Statutory Requirement/obligation: All statutory rules, like Minimum Wages (EPF) Act, ESI Act etc., as applicable for engagement of labours on daily wage are to be followed strictly by contractor as per Government norms.

26. In case of failure to comply with the above statutory Rules, Acts, the authorities shall have the right to impose the penalty or cancel the contract.
27. The contractor shall not assign, sublet or part with the possession of the premises and properties of the Institute therein or any part thereof under any circumstances.
28. The contractor shall not appoint any sub-contractor to carry out any obligation under this Contract.
29. Hygiene, overall cleanliness of surrounding, hall, kitchen and the food, raw materials, ingredients etc. are to be of good quality. Clean, fresh, nutritious, hygienic and edible food has to be served. Any type of COOKED FOOD shall not be stored / preserved / re-served after meals.
30. Not following warden's suggestions / instructions in above matters shall be considered as violation of terms and conditions of contract and shall invite penalty for the same (maximum up to 10% of monthly bill as decided by CIPET Management/Canteen committee).
31. The mess utensils are to be cleaned with hot water using detergent powder/soap after every meal and the contractor shall take sole responsibility of providing and maintaining the required utensils.
32. Contractor shall be solely responsible in case of incidence/s of food poisoning etc. 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 contractor as decided by CIPET Management Committee.
33. The Contractor shall use **only branded raw materials and best quality** for preparing the food. A quality control Team will check all materials brought to the mess as well as cooking practices. In the event of the quality of the food served being poor or not adhering to contractual conditions, the Hostel management will be free to impose monetary fine as deemed fit on the contractor. Such fines imposed will be adjusted against the payments due to the contractor. The Institute shall pay only the approved daily rate per student for the entire contract period for one year.
34. The contractor has to maintain register in following format on regular basis to assess the feedback of students.

Date	Break Fast with particulars	Lunch with particulars	Dinner with particulars	Remarks of Mess Supervisor/Contractor	Feedback of Students	Signature of Hostel Warden/Committee member

35. Contractor has to provide food to the guests as per the rates mutually agreed by CIPET & Agency as and when required.
36. The contractor and his workers must behave politely with hostel inmates. The contractor and his team, under any circumstances should not involve in arguments with the boarders of the mess. In case of such situations/ under emergency, the Contractor should intimate immediately to the concerned Warden.
37. Mess workers and cooks should be healthy and medically fit. They are required to have a regular check up with the Institute Medical Officer. If any mess worker is found medically unfit, he may not be given permission to continue his duties and mess contractor has to replace him immediately without fail.

38. Contractor shall depute persons to act as supervisors to check the overall maintenance of the premises and proper uses of the materials.
- a) Mess Contractor or his representative manager is required to remain present in the mess when the food is served in the mess.
  - b) Smoking / drinking liquor etc. is strictly prohibited in the Institute premises.
  - c) Storage / consumption of any alcoholic drink / liquor are strictly prohibited. The contractor shall not serve any of such substance / drink in mess / hostel. Smoking, consuming gutkha, tobacco etc. is also prohibited in mess premises.
  - d) Employment of child labour (as per norms) is totally prohibited. It is the responsibility of the Contractor to comply with all formalities of labour office including obtaining necessary labour license.
  - e) All expenses related to the functioning of the employees engaged by the Contractor shall be in the scope of the Contractor.
  - f) Contractor shall provide light food to the sick student/s during his/their sickness period and no extra charge will be paid for the same.
39. The Director & Head reserves the right to reject any/all the tender without assigning any reason therefore.
40. Hostel Management Committee will monitor and evaluate the performance of the contractor. Grading of the contractor is done by the students based on quality, quantity, hygiene etc. Continuous bad performance will result in termination of contract. Non compliance with the menu and serving of unhygienic food will result in instant monetary fine.
41. Contractor must make his own arrangements for housekeeping of the dining area in case of food provided to the students at the Institute premises.
42. For girls' hostel, contractor should provide preferably the lady workers.

#### **TERMS & CONDITIONS AS A PART OF AGREEMENT:**

1. **Disputes:** All disputes that may arise shall be referred to the Director & Head , CIPET:CSTS Vijayawada, whose decision shall be final.
2. **The duration of the Contract:** The duration of this contract is for a period of 01 year from the date of issue of work order, which may be extended further, on mutual consent and subject to satisfactory performance of the contract.
3. **Payment Terms:** The payment will be made monthly on submission of bill. The bill should be submitted of succeeding month and payment will be made within 10 working days by cheque from the date of receipt of bill. Rent amount of the students shall be paid as per the head count during the month, if the student stay period in the hostel is less than 15 days then the rent amount shall be paid on pro - rata basis. If the student stay period in the hostel is more than 15 days rent amount shall be paid in full or as decided by the Competent Authority of the centre basing on the Financial bid quote pertaining to rent component. If the student absent for more than 02 days, then, food bill shall be calculated on pro-rata basis w.r.t the attendance of the students pertaining to the billing month. The decision of paying

rent to the party at times of students not staying in hostel due to external factors/ if the minimum occupancy of the hostel is not fulfilled, the decision of the competent authority of the center will be final.

4. **Indemnity:** The Institute shall be indemnified for all losses due to commissions and omissions of any person deployed by the contractor. There shall not be any loss or damage caused to the Institute on account of any negligence, carelessness, acts of omissions/commissions of contractors, his employees or staff and the same shall be made good by the contractor. It shall be made very clear that the employees/staff engaged by the contractor shall not be treated or considered as employees of the CIPET under any circumstances. The contractor shall defend, indemnify and hold the Institute harmless from any liability or damage, law suits, penalties imposed by any State or Central Government Department or statutory body or by a third party for reasons of violation of any of their statutory provisions or requirements. The Institute shall not be liable for any damage or compensation payable to any workmen or to any person as a consequence of his work and the Institute shall be completely indemnified accordingly.
5. If the contractor fails to carry out the entrusted Job Contract Services and related miscellaneous works within the stipulated time and as per the Scope of work and Job Specification. CIPET reserves the right to impose Penalty as specified in the Penalty Clause and has the right of get the work done through someone else.
6. The security deposit furnished by the contractor will not carry any interest and will be refunded within 03 months from the end of contract:
  - a) On completion of Job Contract Service entrusted to the contractor satisfactorily. If the work is not satisfactory he/she is liable for that and the Security Deposit amount will be forfeited.
  - b) The Security Deposit made by the Contractor to be released only after producing the proof of successful compliance of the work and proof of releasing all statutory payment etc.
7. The contractor shall provide the required number of efficient and reliable workers, in the respective categories for all shifts on all the days of week.
8. The contractor shall be responsible for the discipline of his workers.
9. Bidder should sign and stamp all the pages of duly filled tender document before submission of the same
10. The Institute call for special services beyond normal working hours on special occasions, without any additional payments.

11. The Contractor shall comply with all the requirements under labour and other relevant laws and maintain the required documents. Any violation or non-compliance shall be viewed very seriously resulting in penal action as well as termination of the contract depending on the seriousness of the violation.
12. The rate quoted by the Contractor shall include all the component of taxes / levy as applicable to service contract, if any.
13. Eligibility: Eligible service provider will be selected on the basis of lowest rate quoted in the tender. In case both the party has quoted same rates or tie position, in that case management (CIPET AUTHORITY) should take decision for finalization of the tender on the basis of financial credential.
14. On all matters pertaining to this Work order, the decision of the director & Head of the Institute CIPET: CSTS Vijayawada shall be final and binding.

**OTHER CONDITIONS:**

1. All records shall be maintained by the Contractor as a part of record of day-to-day work done, they shall be daily authenticated by the Hostel Warden designated for the work. They shall become the basic documents for preparation of bills on monthly basis

**PENALTY CLAUSE:**

1. Work not done satisfactorily would be recorded and rejected for payment. Reasons for rejection would also be recorded.
2. Penalty shall be up to Rs.1000.00 per day, per fault/unsatisfactory work related to maintenance of Hostels like poor housekeeping/non-availability of security and Supply of food like occurrence of insects/stones/pebbles/such material.

**Declaration**

I, ..... (Name of the person) have clearly understood all the terms & conditions mentioned in the Annexure – III and hereby accepting the same and giving my acceptance.

Place & Date\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

Agency Seal (in case of agency)/Signature

## **Annexure - II**

### **Format of bid security declaration from bidders in lieu of EMD**

I/                      We,                      the                      authorized                      signatory                      of  
M/s..... Participating in  
the subject tender No..... for the item/Job of  
.....do hereby declare:

- (I) That I/We have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
- (II) (ii) That in the event we withdraw/modify our during the period of validity or I/we fail to execute formal contract agreement within the given timeline or I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions/Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding/ award of all future contract(s) of Central Institute of Petrochemicals Engineering & Technology (CIPET) for a period of one year from the date of committing such breach.

**Signature and Seal of Authorized Signatory of Bidder**

**Name of Authorized Signatory.....**

**Company Name.....**

**Date :**