



TENDER DOCUMENT FOR MANAGING KITCHEN / DINING HALL FOR TRAINING / PARTICIPANTS. (FOR TEA / BREAK FAST / LUNCH / DINNER)

1) NAME OF THE CONTRACT

To run Kitchen / Dining Hall for the Training Participants (Breakfast / Lunch / Dinner) and to cater food to the employees round-the-clock on Contract basis at GETRI (Gujarat Energy Training & Research Institute) Vadodara.

2) DURATION OF CONTRACT

- (i) The Duration of the contract shall be 1 (one) year from date of commencement of the contract.
- (ii) The Management shall be free to renew the contract on same terms and conditions afresh and may or may not renew the contract.
- (iii) In case the contractor desires to terminate the contract or intends to renew the same, he shall convey the same to the Management in writing prior to completion of the contract period / by giving one months notice.
- (iv) The Management reserves its right to terminate the contract by giving one month notice and can also extend the terms of contract for further period on the same terms and conditions for the period for which it may extend.

3) EARNEST MONEY

- (i) The earnest money Rs.30,000/- must be paid in cash or in the form of Demand Draft in favour of **Gujarat Energy Training & Research Institute**, payable at Baroda.

4) SECURITY DEPOSIT

- (i) The successful bidders shall be required to deposit 10% of contract value towards Security Deposit which shall be paid in Cash or Demand Draft of any Scheduled Bank in favour of “ Gujarat Energy Training & Research Institute ”, payable at Baroda or in the form of Bank Guarantee. This shall be refundable on completion of the contract.

- 5) TENDERS** in other than the prescribed form will not be entertained. The party which has obtained the prescribed forms will only be eligible to make use of it i.e. the tender is not transferable.

6) DATE OF RECEIPT OF TENDER

The sealed tenders super scribing there in “Tender for Catering food at GETRI” must reach through Regd. Post A.D./speed Post on or before 04.09.2009 to the Director GETRI (“Gujarat Energy & Research Training Institute”, Beside 132 KV Gotri S/S, Near Yash Complex, Gotri Road, Vadodara – 390021. Gujarat State) and shall be opened, if possible at 15.00 hours on 05.09.09 in presence of tenderers or its representative.

7) GENERAL CONDITIONS AND DOCUMENTS TO BE SUBMITTED ALONGWITH TENDER.

- (i) Contract shall be on “Leave and License basis”.
- (ii) The contractor shall prepare and serve meals, tea, break-fast etc. round the clock.
- (iii) The Bidders should possess minimum two years experience of similar nature in the institution like GETRI.
- (iv) The Bidder should have executed similar work with single order value of minimum Rs. 15, 00,000 Per Annum.

- (v) Bidder should possess valid PF Number.
- (vi) Bidder should enclose P.F. Code allotment letter along with Labor License.
- (vii) The Bidder has to submit Income Tax Permanent Account Number (PAN) of the firm. Copy of the same to be submitted.
- (viii) The Bidder has to submit service tax registration number. Copy of same should be submitted.
- (ix) Details of works or similar type and magnitude carried out by the tenderer. (Number of organization and catering provided and duration thereof) along with letters from such institutions for satisfactory services).
- (x) Earnest Money in the form of an account payee Demand Draft in favour of “ **Gujarat Energy Training & Research Institute** ”, payable at Baroda.
- (xi) The Earnest Money deposited by successful tenderer may be retained and adjusted towards the Security Deposit for fulfillment of the contract, but shall be forfeited if the tenderer fails to deposit the requisite Security Deposit or fails to start Kitchen / Dining Hall within stipulated period of 15 days or fails to execute the agreement within specified days of receipt by him of notification of acceptance of tender.
- (xii) The Earnest money deposit of unsuccessful tenderers will be returned in due course. No interest will be payable on this deposit.
- (xiii) Partnership deed with copy of the registration certificate of the firm in case the firm is owned by more than one individual.
- (xiv) Power of Attorney to the effect as to who is authorized to run the contract on behalf of the partners of the firm.

8) VALIDITY OF TENDERS

Tender submitted by the tenderers shall remain valid for acceptance for a period of three months from the due date of the tender. In case of tenderer revoking or canceling his tender or varying any terms and regard thereof without the consent of management in writing, the management shall forfeit Earnest Money paid by him along with tender.

9) GENERAL INSTRUCTIONS TO TENDERERS

- (a) Tender must be submitted along with a covering letter head of the firm. Each page of the tender shall be signed by the authorized signatory. The rates quoted in the Annexure shall be both in figures and words. Any additions or alterations made by the tenderer shall be duly initialed by the authorized signatory.
- (b) The rates so quoted shall be firm and no escalation whatsoever shall be entertained during operation of contract.
- (c) The tender should be sent by registered post A.D and should be so dispatched to receive at GETRI on or before stipulated time and date of tender. Tender received by GETRI after opening of the tender shall be rejected forth right.
- (d) The tenders in which any of the particulars and prescribed information are missing or incomplete or the prescribed conditions are not fulfilled are liable to be rejected.
- (e) **Owner not bound by personal representations:** The contractor shall not be entitled to increase in rates agreed or any other rights or claims whatsoever by reason of any representation, promise, or guarantee given or alleged to have been given to him by any person.

10) RIGHTS OF THE MANAGEMENT TO ACCEPT OR REJECT TENDER

The right to accept the tender will rest with the management. The Management, however, does not bind itself to accept the lowest tender and reserves the authority / right to reject any or all the tenders received, without assigning any reasons whatsoever. The whole contract may be split up between two or more contractors or accepted in part and not entirely if considered expedient at the sole discretion of the management.

11) DEFINITION OF TERMS

- A. The Management means “Gujarat Energy & Research Training Institute” whose, registered office located at Beside 132 KV Gotri S/S, Near Yash Complex, Gotri Road, Vadodara – 390021 (Gujarat) shall include its successor and permitted assignee.
- B. “Contractor” means the person or persons, firm or company whose tender has been accepted and contract has been awarded by the management and include the contractor’s legal heirs, his successor and permitted assignee.
- C. Authorized Officer means the person designated as such by the GETRI and shall include those who are expressly authorized by the Management to act for and on their behalf for operation of the contract.

12) MANAGEMENT’S FACILITIES

The Management will provide the following facilities:

- A. Kitchen / Dining Hall premises, including halls, Kitchen / Dining Hall, Party, Store room etc.

- B. Free supply of Water, Electricity, / Power for fans, Lights, Refrigerators, Geysers and other electrical equipments.
- C. The Contractor will have to maintain permanent records of all the articles supplied to him by the Management and shall make them available for the purpose of verification of these articles by the authorized representative of Management. All these articles will be handed over to the Management at the termination of the contract.
- D. In case of emergency first aid or such other medical facilities, as is possible, will be made available at the discretion of the Management. The charges will be recovered as per Management's rules.
- E. The Kitchen / Dining Hall is to be kept open as per the instructions issued by the Management or the authorized Officer from time to time.

13) CONTRACTOR'S RESPONSIBILITIES / SCOPE

In case of fatal / non fatal accident to the worker or person working in the Kitchen it will be sole responsibility of the contractor and the Management of GETRI will not be responsible in any case for such mishap.

14) CLEANLINESS

The contractor shall always keep the Kitchen / Stores / Dining Hall and surroundings in neat tidy conditions at his own cost. He shall also keep all furniture and other articles neat and clean to the entire satisfaction of the authorized Officer of the Management. The contractor shall have to comply with all provisions of the Factories Act in respect of Health & Hygiene and other Acts in force in this matter.

The Kitchen / Dining Hall garbage shall be collected out side the Kitchen / Dining Hall etc. at space to be notified by the Management and the garbage collected at this point shall be disposed off daily at the nominated place.

15) STAFF

- A. The contractor shall employ Kitchen / Dining Hall staff in appropriate number on his own muster roll in the required number. No person below 18 years shall be employed. He will also be required to obtain the license as per the provisions of the Contract Labor (R&A) Act, 1970. Contractor shall be solely responsible and shall fully comply with all the provision of all the Labor Laws applicable such as Factories Act, Provident Fund & Misc. Provisions Act, Payment of Wages Act, Minimum Wages Act, Payment of Bonus Act, Workmen compensation Act and Contract Labor (R&A) Act etc. and the acts passed from time to time. The Management shall not be liable to compensate or indemnify to the contractor, if any change / amendments is / are taken place, in any of the Labor Laws, which make the contractor additional liable for payments to his employees.
- B. The Management shall be at liberty not to allow entry into its premises to any of the employee of the contractor whose activities appear to be prejudicial to the safety, security or other interest Management.
- C. The Contractor shall supply 3 (three) pairs of uniforms every year of such cloths and pattern.

- D. The contractor shall make payment of wages to his employees on fixed date and within the period specified under the applicable law, in presence of the representative of the Management. He will submit a true copy of monthly salary bills to the authorized officer. He will also submit the evidence of payments under statutory provisions in force in the stages by fifteenth of subsequent month, failing which the amounts approximately equivalent to the payment will be retained by the Management from the pending bills of the Contractor till such time payments are made by the Contractor.

16) SERVICES

The particulars regarding timings for lunch, dinner, tea, snacks etc.. will be fixed by the Management. The Management may at its discretion change the timings with due notice to the Contractor.

- A. The Contractor shall not use the Kitchen / Dining Hall premises for any other activities except the purpose for which it has been provided for.
- B. The Contractor shall ensure that his employees are courteous and their behaviors and manners are good towards all employees of the Management. The Contractor shall be responsible for good discipline and behavior of his staff.
- C. Except employees of the contractor working in night shift, no other employees of the contractor will be allowed to be in the Management premises during night or use it for his residential purpose and to move about in prohibited area.

17) QUALITY OF THE MATERIALS / ITEMS

- A. Daily preparation shall be made as per the approved menu given by the Management.
- B. If there is persistent default on the part of the contractor regarding quality of preparation, the contracts shall be terminable by one month's notice by GETRI. Authorized contractor shall not give sub-contract to carry out his obligation in the Kitchen / Dining Hall.
- C. Contractor shall be solely held responsible for adulteration of food / raw materials and GETRI will take appropriate action in the matter.

18) CLEANLINESS & HYGIENIC CONDITIONS

- A. In the event of the lack of cleanliness & hygienic conditions in the Kitchen / Dining Hall a penalty of Rs.50/- (Rupees Fifty only) per day shall be imposed on the Contractor by the Management till remedial action is taken.
- B. All the existing rules and future regulations regarding hygienic health etc. issued at any stage by the Municipal / Local authorities and especially by the Chief Inspector of Factories / Foods shall be strictly adhered to by the contractor.

19) RIGHT TO ALTER TERMS & CONDITIONS OF THE AGREEMENT

The Management shall have the discretionary power to review the terms & conditions for which prior indication of Management intention shall be given to the Contractor.

20) ACTION IN CASE OF FAILURE OF THE CONTRACTOR

In the event of sudden failure, neglect, dislocation or stoppage of the running of the Kitchen / Dining Hall services by the Contractor, Management may get the work done all by itself or through some other agency and the expenses and or loss incurred thereof by the Management shall be recovered from the Contractor.

21) PAYMENT OF TAX

- 1) The Contractor shall have to pay all taxes that are applicable to him from time to time.
- 2) Income Tax shall be deducted as per Income Tax rules. Contractor shall mention the PAN No. in every Invoices.
- 3) If contract value exceeds Rs.10,00,000/- Service Tax will be liable to pay to Govt. In this case same would be reimbursed to Contractor by GETRI on submission of documentary evidence.

22) PAYMENT

- A. The payment of bill shall be made on monthly basis subject to satisfactory running of the Kitchen / Dining Hall during the previous month.
- B. Contractor shall submit the bills within 07 days upon completion of calendar month and the same shall be paid with in 07 days thereafter, after due scrutiny of the bills.

23) ARBITRATIONS / JURISDICTIONS

All disputes, differences, claims and questions, whatsoever, which may arise either during the continuance of this contract or afterwards between the Contractor and Management, touching the interpretation and / or the execution of any clause of this contract, or any other act, deed or commission / omission by any party or as to any other matter in any way relating to these clauses or right, duties, obligations or liabilities or either party under these clauses shall be referred to Arbitration Act, 1940 or any statutory modification thereto or re-enactment thereof in force from time to time. The venue of such arbitration shall be Vadodara, Gujarat State only.

UNDERTAKING

I / We have read and understood all the terms and conditions stipulated herein and they are acceptable to me / us. As a token of proof I / We have signed this tender document.

Place:

AUTHORIZED SIGNATORY

Date :

(TENDERER)

Encl: Schedule – B