

COLLECTORATE NALANDA

DISTRICT NAZARAT SECTION

NALANDA

TENDER FOR MANAGEMENT OF CIRCUIT HOUSE, BIHARSHARIF AND RAJGIR (OLD/NEW), NALANDA, BIHAR.

Letter No.- 345/Naz., Dated- 08-07-2014

TENDER NOTICE

Sealed Tenders in the prescribed forms for providing services at Circuit House, Rajgir and Biharsharif Circuit House, Nalanda, Bihar are hereby invited by District Magistrate and Collector, Nalanda from the reputed organization having minimum experience of five years, in Management of VIP Guest House of Union Govt./State Govt./Public Sector Undertaking of Union of State Govt.

Tender Document will be issued on the production of Experience Certificate.

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| Tender Notice No. | |
| Name of Work | MANAGEMENT OF DISTRICT GUEST HOUSE/CIRCUIT HOUSE, RAJGIR (OLD/NEW) 19 Rooms and Biharsharif Circuit House (OLD/NEW) 15 Rooms. |
| Tender is available & sealed tenders deposited at | DISTRICT NAZARAT SECTION O/o District Magistrate and Collector, Nalanda, Bihar sharif, Bihar. |
| Cost of Tender | Rs. 1000/- (One Thousand only) in the form of cash or pay order Demand Draft of a scheduled bank in favour of District Magistrate, Nalanda. |
| Earnest Money Deposit | Rs. 50,000/- (Fifty Thousand only) in form of pay order/Demand Draft of a scheduled bank in favour of District Magistrate, Nalanda. |
| Sale of the Tender | 21.07.2014 |
| Last Date & Time of Submission of tender | 11.08.2014 (Up to 01.00 P.M.) |
| Opening of tender (Technical Bid) | 11.08.2014 (Up to 03.00 P.M.) |
| Validity of the Tender | 120 days from opening of the Tender. |

1. Right to give preference or accept or reject any or all the offers without assigning any reason whatsoever is reserved by the District Magistrate, Nalanda.
2. Tender Document is not transferable.
3. Tender document is also available at www.nalanda.bih.nic.in. But firm will deposit the non refundable money one thousand cash/draft at District Nazarat Section, Nalanda Collectorate, Biharsharif.
4. Offers Received without EMD as prescribed shall be treated as invalid and rejected.
5. Conditional offers shall be liable for rejection, so also offers which do not fulfill the requirement of tender document are also liable for rejection.

**District Magistrate,
Nalanda.**

COLLECTORATE NALANDA

TENDER DOCUMENT FOR MANAGEMENT CONTRACT OF CIRCUIT HOUSE, RAJGIR & BIHARSHARIF

Tender Notice No. :-

Tender Copy No. :-

Issued to

M/s

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DISTRICT NAZARAT SECTION

O/o District Magistrate and Collector, Nalanda
Biharsharif, Nalanda
Nalanda.

1. Details of Guest House

The Circuit House at Rajgir and Biharsharif of Nalanda district is a prestigious Guest House Situated at Rajgir and Biharsharif, Nalanda. Bihar's Honorable Ministers, MP'S, MLA'S, Foreign Delegates and VVIP'S, Govt. Officials are regular visitors to the Guest House. High Level Meetings, Seminars, Functions and lunch and dinner parties are regular activities of the Guest House. The Guest House at Rajgir comprises of one double storey building and One Single Story building having 19 rooms, three lounge, one conference room, two dining room, two Kitchen and two store in total. The guest house at Biharsharif comprises of Two double Story Building having 15 rooms two lounge, one conference room, two dining room, two Kitchen and two store in total.

2. Scope of work :

The scope of work includes housekeeping and catering services of the guesthouses, maintenance of lawn and any other related work as assigned from time to time. The scope of work is described in details in the following subsections.

2.1 Cleaning of rooms :

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

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

2.3 Sweeping of building apron, internal roads and walkways, lawn etc.

2.4 Collection of garbage/wastes from rooms, building premises, kitchen and their disposal to a designated yard.

2.5 Cleaning of kitchen, dining hall, attached toilets, etc. at least twice a day. Cleaning includes sweeping of floors with broom followed by wet mopping/ scrubbing, dusting of furniture, wall tiles, doors and windows etc.

2.6 The lawn should be cleaned daily by removal of dried leaves, wastes etc and grass should be cut regularly to restrict the extra growth of grass.

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

2.8 Catering Services : All the occupants of the guesthouses are very special for the district administration. Hence, they have to be served delicious, neat and healthy food very time on the payment basis according to the sample menu (ANNEXURE I) the current cost is indicated. You are requested to quote your rates for a similar menu.

2.8.1 The staff members deputed in the guest house should be in uniform and behave politely and honestly.

2.8.2 Maintenance & upkeep of kitchen and dining hall before and after each meal. Dusting and cleaning of dining tables and chairs frequently.

2.8.3 Provide services to guests needs in terms of tea/coffee/milk, snacks and breakfast/lunch/dinner as ordered.

2. Facilities made available from the District Nazarat :

The District Nazarat shall supply following articles for the use in the guesthouses

3.1 Part of the establishment :

- 3.1.1 Complete furniture, furnishings, air-conditioner, electrical gadgets and window curtains.
- 3.1.2 Bucket, mug, jug, flask, hangers, dustbin, crockery for all the rooms.
- 3.1.3. Complete furniture for the guesthouse office use.
- 3.1.4. Complete furniture, furnishings, electrical gadgets, cooking appliances, utensils, crockery for kitchen and dining.

3.2 Consumables :

The contractor shall procure and supply following consumables based on the requirement (number of guests stayed per month i.e. from 1st day to last day of every month). The list of consumables is listed from sub section 3.2.1 to 3.2.32. The consumables should be branded and of good quality.

- 3.2.1. Room Spray/Air freshener
- 3.2.2. Guest Stationary Folder
- 3.2.3. Guest Envelope
- 3.2.4. Guest Letter Pad
- 3.2.5. Guest Message Slip
- 3.2.6. Guest Where about sleep
- 3.2.7. Odonil
- 3.2.8. Liquid Soap
- 3.2.9. Guest Soap
- 3.2.10. Hair Oil
- 3.2.11. Comb
- 3.2.12. Paper Napkin
- 3.2.13. First-Aid kit
- 3.2.14. Tooth Brush Kit
- 3.2.15. Candle
- 3.2.16. Mosquito Repellent
- 3.2.17. Garbage Bag
- 3.2.18. Glass Wrappers
- 3.2.19. Glass Cover
- 3.2.20. Glass Coaster
- 3.2.21. Bath robe
- 3.2.22. Toilet robe
- 3.2.23. Toilet Roll
- 3.2.24. Shower Cap
- 3.2.25. Talcum Powder
- 3.2.26. News Paper (English/Hindi) or as required by the Guest
- 3.2.27. Shoe shine strip
- 3.2.28. Bathroom slipper
- 3.2.29. Laundry Bag
- 3.2.30. Cloth Hangers
- 3.2.31. Coat Hanger
- 3.2.32. Replacement of Bulbs/Tubes/CFL.

4. Responsibility of contractors :

- 4.1 The contractor has to provide all the material and manpower needed for the routine maintenance from time to time with their own cost. The material should be branded and good quality.
- 4.2 The contractor has to furnish a weekly report and progress report to the office of Nazarat Deputy Collector, Nalanda and also take advice for progress of work.
- 4.3 The contractor has to maintain their daily worker attendance and work report, which is to be counter-signed by concerned official of the Guest House.
- 4.4 Maintenance : All electrical appliance, gadgets, fittings & fixtures shall be maintained by the Nazarat and the **electricity bill shall be paid by the Nazarat**. However no cooking on electrical stoves shall be permitted.
- 4.5 Water Supply: The Guest House shall maintain water supply and pipe-fitting.
- 4.6 Any loss/damage of property of guest houses by workers of contractor, the penalty for the above damage/loss will be charged to the contractor as decided by the Nazarat Deputy Collector, who is competent authority of the Guest House.

Other terms and conditions :

1. EMD by Demand Draft drawn on any scheduled bank in favour of "District Magistrate, Nalanda payable at Biharsharif should be submitted. EMD shall bear no interest. Any bid not accompanying with EMD is liable to be treated as non-responsive and rejected. The successful tenderer shall remit a security deposit @5 % on the contract value per annum and the EMD already remitted by the successful tenderer will be adjusted against the security deposit. The security deposit will be refunded without any interest at the time of termination of the contract. EMD of unsuccessful tenderers shall be returned.
2. The tenderer should give details of their business soundness and provide list of customers of previous supply of similar items to Government Departments/Undertakings/Public/Private sectors with contact details. The details of the agency/profile should be furnished along with the copy of all related documents.
3. The agencies should submit their as per the format given in section I of the Notice Inviting Tender in this cover. Rate should be quoted in Indian Rupee. The rate should be quoted both in words and figures. All the pages of the bid should be signed affixing the seal. All corrections and overwriting should be initialed.
4. The District Magistrate, Nalanda reserves the right to cancel or reduce the quantity at any time after acceptance of the tender with a notice. The Contractor/Supplier shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work/supply in full but he did not derive in consequence of the foreclosure of the whole or part of the works.

5. Clarification of Tender Document: A prospective bidder requiring any clarification of the Tender Document may communicate to the contact person given in this notice inviting tender.
6. Amendment of Tender Document: At any time prior to the last date of receipt of bids, guest house may for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the Tender Document by an amendment.
7. The Nazarat may at its own discretion extend the last date for the receipt of bids.
8. The bids shall be written in English language and any information printed in other language shall be accompanied by an English translation, in any case for the purpose of interpretation of the bid, the English translation shall govern.
9. The District Magistrate reserves the right of accepting any bid other than the lowest or even rejection all the bids without assigning any reasons therefore. The decision of District Magistrate is final in all the matters of tender and purchase.
10. The bidder should give a declaration regarding following issues while submitting the Tender.
Work Experience: The Firm/Agency should have been registered as a Proprietary Firm/ Partnership Firm/Registered Company and should have experience of five years in providing housekeeping and catering services. Proof of experience and performance certificate is must.
11. Prior to commencement of the Contract, District Administration officials shall inspect office of the Tenderer. Also, during the period of the Contract, there shall be periodical inspection of guesthouses/documents.
12. Solvency Certificate: - The Tenderer should furnish the Banker's solvency certificate amounting Rs. 5 Lakhs from any Nationalized/Scheduled Bank certifying the financial soundness of the Tenderer. If the Solvency Certificate is not attached along with the tender, the tender shall be rejected.
13. Maintenance Of Records:- The successful Tenderer shall have to maintain the Guest House Occupancy Register.
14. Engagement of Workmen:- The workmen engaged by the successful Tenderer shall have minimum experience of three years, and Guest House will have no liability whatsoever towards them. All the workers should have good behavior and courteous relationship with occupants and District Administration officials during the duty hours. Successful Tenderer shall be responsible for compliance of all relevant Labor Enactments.
15. The successful Tenderer shall issue uniform with shoes and socks to all the workmen engaged by him.

16. The Successful Tenderer shall be held responsible for proper conduct, behavior and safety of workers engaged by him. The Workmen so engaged by the contractor shall be under the employment and disciplinary jurisdiction. However they shall be subject the overall discipline of District Guest House.
17. The Workmen engaged by the Successful Tenderer should be polite with pleasing manners, co-operative, disciplined and should not smoke or be drunk while on duty and inside the campus premises of District Guest House. The contractor will be held responsible for the same, and under no circumstances, District Administration will be responsible for any obligations/liabilities.
18. Supervision of day-to-day activities: The successful tenderer shall supervise effectively the operation of guesthouse and follow all the instructions and requirements given by the Nazarat Deputy Collector.
19. Compliance of Statutory Requirements:- The successful tenderer shall ensure that the statutory requirements as per the Enactments are complied for his staff during the tenure of the contract. He shall ensure compliance of all the provisions of various Labor Enactments viz. The minimum wages Act 1948, The payment of wages Act 1936, The Workmen's Compensation Act 1923, The Employees provident Fund & Miscellaneous Act 1952, and any other Labor Enactments as may be applicable from time to time.
20. Industrial Dispute: The staff engaged by the successful tenderer shall no claim whatsoever on District Administration and shall not raise any industrial dispute either directly or indirectly with or against District Administration in respect of their service conditions as long as they are engaged at Guest House premises for execution of the contract.
21. Verification of Character & Antecedents:- The successful tenderer shall submit an affidavit for verification of the workmen employed by him at the time of commencement of the contract along with list of workmen with their designation.
22. Accidents:- In case of any accident or mischief, the guesthouse in-charge engaged by the contractor should immediately inform directly or over telephone about the incident to Guest House Authorities. District Administration should not be made to bear any expenses in this regard.
23. Deduction of Taxes:- The income tax as per rules shall be deducted from the bill. All statutory deduction such as TDS etc. Wherever applicable, but not limited to this list indicated, shall be deducted from the bills payable to the successful tenderer at the applicable rates from time to time.
24. Payment of all statutory tax:- The successful tenderer shall be responsible for payment of statutory tax, as decided by the Appropriate Authority from time to time and submit the proof thereof to Nazarat Deputy Collector, Patna.
25. Mode of Payment :- The Successful Tenderer shall raise the bills in triplicate, once in a month and submit the same by 05th of every month to the office of District Magistrate, Nalanda (Nazarat Section) along with latest copies of occupancy Register duly certified and signed and signed by the guests. The payment will be made by Nazarat sections once in a month. Income Tax and other statutory taxes/levies will be deducted as per the Rules.

26. Period of contract: The contract shall be valid initially for a period of one year i.e. from the date of contract and extendable by another year based on the performance. District Magistrate reserves the right to terminate the contract awarded at any time during the currency of the contract without assigning any reasons by giving one month's notice in advance in writing. The successful Tenderer shall be required to give three month's advance notice in writing for termination of the contract, failing, which the security deposit shall stand forfeited.
27. Under no conditions, the staff of the contractor or the contractor for his staff shall claim the benefits of government rules, wages & allowances, facilities etc. against District Nazarat.
28. Under no condition, staff or contractor would be deemed to be employee of Nazarat.
29. The Tender as furnished shall remain open and valid for a period of three months from the date of opening.
30. District Magistrate reserves the right to reject any or all tenders without assigning any reason thereof at any stage of the process.
31. Power of Entry: If the contractor shall not commence any work in the manner described in the contract document or if at any time in the opinion of the officer in-charge guest houses,
 - (a) Fails to carry out the works in the conformity with the contract documents, or
 - (b) Fails to carry out the works in accordance with the contract schedule, or
 - (c) Substantially suspends the work without authority from the officer in-charge Guest Houses, or
 - (d) Fails to carry out and execute the works to the satisfaction of the officer in-charge Guest House, or
 - (e) Fails to supply sufficient/suitable materials or things, or
 - (f) Commits or suffers, or permits any other breach of kind or observes or persists in any of the above mentioned breaches of the contract, after notice in writing to the contractor by the officer in-charge Guest Houses requiring such breach to be remedied, or
 - (g) If the contractor abandons the works

then in any such case, the District Administration shall have the power to take possession of the guest House and the materials and stock thereon and to rescind the contract and to carry on with the works by his agents, sub-contractors, workmen and the supervisors as the guest house in its absolute discretion may think proper to employ without making payment to the contractor for the said materials other than such as may be certified in writing by the officer in-charge Guest Houses to be reasonable. Any deficiency shall forthwith be made good and provide to the Guest House by the contractor and the officer in-charge, guest house shall have power to sell. In such manner and for price as it may think fit all materials pertaining to the contractor and to recover the said deficiency out of the proceeds of the sale.

32. Liens:
- 32.1. If, at any time should there be an evidence of any lien or claim for which the office has become liable and which is chargeable to the contractor, the Nazarat Section shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the office against such lien or claim and if such lien or claim be valid, the office may pay and discharge the same and deduct the amount so paid from any money which may be or may become due to be paid the contractor. If any lien or claim remain unsettled after all payments are made, the contractor shall refund or pay to the office all moneys that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. The District Magistrate reserves the right to do the same.
- 32.2. The final payment shall not become due until the contractor delivers to the Register a complete release or waiver of all liens arising or which may arise out of this agreement.
33. Force Majeure:
- 33.1. In the event of either party being rendered unable by force Majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean acts of God, water, revolt, riot, fire, flood and act and regulations of the Government of India or any of its authorized agencies.
- 33.2. Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing with 7 (seven) days of the alleged beginning and ending thereof giving full particulars and satisfactory proof.
- 33.3. Time for performance or relative obligation suspended by the force Majeure shall be extended by the period for which cause lasts or condoned by the Nazarat without any penalty.
- 33.4. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Nazarat Section shall have the option of cancelling the contract in whole or part thereof at its own discretion. Any situation of force majeure shall not be payable by the Nazarat Section under any circumstances. For the period of force majeure, no amount shall be payable to the contractor.
34. Release of Information: The contractor shall not communicate or use in advertising, publicity, sales release or in any other medium, photographs or other reproduction of the work under this contract.
35. Completion Of Contract: Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the duration of contract. Fresh agreement shall have to be drawn if both parties to the contract agree to extend the period of contract beyond one year by mutual consent.
36. Schedule Of Rates and Payments: The price to be paid by the Nazarat to the contractor for whole of the work to be done and the performance of all the obligations undertaken by the contract as per the items of the contract shall be ascertained by the application of the respective price schedule and payment shall be made accordingly to the work actually executed and approved by officer in-charge or Guest House.

37. Price Schedule: The prices/rates quotes by the contractor shall remain firm till the issue of final certificates and shall not be subjected to any escalation. The price schedules shall be deemed to include and cover all costs, expenses and liabilities or every description and all risks of every kind to be taken in executing the work. The contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required, though the contract may not fully and precisely furnish them. The opinion of the officer-in-charge guest houses as to the items of work, which are necessary and reasonable for completion of work shall be final and binding on the contractor although the same may not be shown on or described specifically in contract documents. Generality of this present provision shall not be deemed to be cut down or be limited in any way because in certain cases it may not be expressly stated that he contractor shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may stated or not stated that the same are included in and covered by the price schedules.
38. Price Schedules to cover taxes and duties: The contract price shall be inclusive or all levies, taxes, transportation charges, stamp duties etc. from and of central or state Government of Local Bodies whatsoever. Contractor shall also obtain and pay for all clearances, permits, or other privileges necessary to complete his obligations as per contract.
39. Price Schedule cannot be altered: For work under unit rate basis, no alteration shall be allowed in the schedule or rates, reasons of works or any part of them being modifies altered, extended, diminished or omitted. The price schedules are fully inclusive rates which have been offered by the contractor and agreed to by the District Magistrate and cannot be altered.
40. Running Account Payment to be regarded as Advances: All running accounts payments shall be regarded as payments by way of advances against the final payment only and not as payments for work actually done and completed, and shall not be considered as an admission of the due performance of the contract, or any thereof, in this present, or of the accruing of affect in any way the powers of the Nazarat officer under these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise or in any other way adjustments of the accounts or otherwise in any other way vary or affect the contract. The final bill shall be submitted by the contract within 1 (one) month from the date of expiry of the contract period. Otherwise, a certificate from the Guest House in-charge as to the amount payable for the work shall be final and binding on all parities.
41. Payment of Contractor's Bill:
 - 41.1. Payment due to the contractor shall be made by the Nazarat Section by crossed account payee Cheque to be dispatched to the notified office of the contractor or be handed over to the authorized representative of the contractor. In no case shall the Nazarat Section be responsible if the cheque misplaced or misappropriated by unauthorized person/persons. In all cases the contractor shall present his bill pre-receipted on proper revenue stamp.
 - 41.2. In general, payment of final bill shall be made to the contractor within 30 (thirty) days of the submission of bill after completion of all the obligations under the contract.

- 41.3. Receipts for payment: Receipt for payment made on account of work when executed by a firm must be signed by a person holding due power of attorney. In this respect on behalf of the contractor, except when the contractors are described in their tenders as a limited company in which case the receipts must be signed in the name of the company by one of its Principal Officers or by some other person having authority to give effectual receipts for the company.
- 41.4. Payment of final bill and security deposit shall be released only if it is accompanied by no dues certificate and the proof of following;
- A) Having paid due wages to all his workmen engaged on the job for the whole period of contract.
 - B) Having deposited the contributions of PF and ESI with the concerned authorities for the whole period of contract.
 - C) Having handed over the complete establishment including all materials and equipments of the Guest Houses to the Officer-in-charge or his authorized representative, in good condition.
 - D) Having vacated the premises of the Guest House or any other premises that may have been allotted to him for discharge of the contractual obligation.
- 41.5. The payment to the contractor shall be made by the District Nazarat after statutory deduction of the State and Central Government taxes and other payables.
42. Insurance: Contractor shall at his own expense carry and maintain insurance with companies to the satisfaction of the Nazarat Section as follows:
- 42.1. Employees State Insurance Act: The contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employees State Insurance Act, and the contractor further agrees to defend, indemnify the Nazarat Section from any liability or penalty which may be imposed by the Central, State or Local Authority by the reason of any violation by contractor or sub contractor(s) of the Employee's state Insurance Act, and also from all claims, suits or proceedings that may be brought against the Nazarat Section arising under, growing out or by reasons of the work provided for by the contractor whether brought by employees of the contractor, by third parties or by Central or State Government authority.
- 42.2. Any other Insurance required by law: Contractor shall also carry and maintain all other Insurance which he may be required under any law or regulation from time to time.
- 42.3. Accident or Injury/death to workmen: The district Administration shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury/death to any workmen or other person in the employment of the contractor or any sub-contractor. The contractor shall

indemnify and keep indemnified the Nazarat Section against all such damage and compensation whatsoever in relation thereto.

- 42.4. Damage to property: Contractor shall be responsible for making good to the satisfaction of the Officer-in-Charge Guest Houses for any loss or any damage to all structure and properties within the Guest Houses premises. If such loss or damage is due to fault and/or the negligence or willful acts or omission of the contractor, his employee agents, representatives or sub-contractors, he shall make good the loss as assessed by the Guest House In-charge.
43. Labor Laws:
- 43.1. No labour below the age of 18 (eighteen) years shall be employed at the work.
 - 43.2. The contractor shall not pay less wages than what is provided under the law to be paid to laborers engaged by him on the work.
 - 43.3. The contractor shall at his own expense comply with all labour laws and keep the Nazarat Section indemnified in respect thereof.
 - 43.4. The contractor shall pay equal wages for men and women in accordance with applicable labour laws.
 - 43.5. The contractor shall be registered with Regional Labor commissioner and obtain license as per Contract Labour (R&A) Act 1976 within three months of signing the contract.
 - 43.6. The contractor shall employ labour in sufficient numbers either directly or through sub-contractors to ensure due performance of the contract to the satisfaction of the Guest House in-charge and of quality specified in the contract.
 - 43.7. The contractor shall be solely responsible as regards salary/wages and service conditions and terms extended by the contractor to these workmen and shall in this connection maintain requisite records and comply with all laws/enactment. Rules and regulations and orders applicable to the contractor's employees/workmen in general and in particular laws/enactment, rules and regulation and orders dealing with employment of contract labour, payment of compensation, contribution under ESI 1948 EPF & PF Act 1952, payment of minimum wages, Fire and safety, Regulations relating to employment of female work force, security arrangements and such other rules and regulations as may be applicable at present or made applicable hereafter.
44. Safety regulations : In respect of all labour, directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall at his own expense arrange for all the safety provisions as per safety codes as applicable.

45. Arbitration:

- 45.1 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between the parties, as to 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 District Magistrate, Nalanda at the time of the dispute, and the arbitrator so appointed would be deemed to have consent of the contractor.
- 45.2 If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/withdraws for any reason from the position of arbitration, it shall be lawful for the District Magistrate, Nalanda to appoint another to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor. If both the parties consent to this effect failing which the arbitrator shall be entitled to proceed denovo.
- 45.3 It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.
- 45.4 It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.
- 45.5 Subject as aforesaid the provisions of the Arbitration and conciliation Act 1996 and any statutory modifications or re-enactment or rules made thereof under and for the time being in force shall apply to the arbitration proceedings under this clause.

46. Jurisdictions:

The contract shall be governed by and constructed according the laws in force in India. The contractor shall hereby submit to the jurisdiction of the courts situated at Nalanda to hear and decide such actions and proceedings arising out of the contract.

47. Employees Provident Fund

The contractor shall be liable for the payment of Employee provident Fund on contributory basis under PF Act as per prevailing rates or as per rates, if revised during the period of contract.

48. Discipline :

- I. Smoking and drinking within the entire area of the Guest House campus shall be prohibited. Violators of this rule shall be discharged immediately.
- II. Uniform. All the Workers engaged for the job and while on duty shall be wearing clean uniform as approved by the Nazarath Section along with name tab/identity Card.
- iii. No slackness of indifferent attitude while on duty shall be acceptable, especially while dealing with the guests.
- iv. No tips in any form shall be accepted/entertained.

49. Termination:

- i. District Magistrate shall at any time be entitled to determine and terminate the contract for any reason including unsatisfactory performance or violation of the terms & conditions of the contract whatsoever. A notice in writing from the Nazarat Section shall be issued giving 30 (thirty) days time for such termination and vacation of the premises, without assigning any reasons thereof.
- ii. If all or part of the contract is terminated in accordance with the provisions contained. However, the termination of the contract shall not relieve the contractor of any of his obligations imposed by the contract with respect the work performed by them prior to such termination.

50. Submission of Application for Contract:

- i. If an individual makes the application, it shall be signed by the proprietor above his full typewritten name and current address and contact number.
- ii. If a proprietor firm makes the application, it shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address and contact number.
- iii. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full typewritten names and current address or alternatively by a partner holding power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all the partners of the firm shall also accompany the application.
- iv. If a limited company or a corporation makes the application, a duly authorized person holding power of attorney for signing the application shall sign it. In such a case certified copy of the power of attorney shall accompany the applications. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the tender application is filed.
- v. The format for letter of transmittal is at Annexure II. All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns. If any particular question/information are not applicable in the case of the applicant, it should be stated as "not applicable". However, the applicants are cautioned that not giving complete information called for in the application forms or deliberately suppressing the information may result in the applicant being summarily disqualified.
- vi. Applications made by FAX and those received late will not be entertained. The application should be typewritten and signed on each page of the application.
- vii. Overwriting should be avoided. Neatly crossing out, initiating, dating and rewriting shall make correction, if any, all pages of the document shall be numbered and submitted as a package with signed letter of transmittal.
- viii. A senior officer of the client should sign references, information and certificates from the respective clients certifying suitability, know-know and capability of the applicant.

- ix. The applicant is advised to attach any additional information, which he thinks is necessary to establish that the applicant is capable in all respects to successfully complete the envisaged work. He is however, advised not to attach superfluous information. No further information will be entertained after the tender document is submitted, unless the Nazarat Section calls for it.
- x. The tender document in prescribed form duly completed and signed shall be submitted in a sealed cover with two cover system (Technical Bid & Financial Bid). The sealed cover super scribed "Tender documents for housekeeping and catering Services for the District Guest House, Rajgir/Biharsharif" Shall be received in the office of District Magistrate, Nalanda (Nazarat Section) up to 15.00 hrs on Documents submitted in connection with this tender will be treated as confidential and will not be returned.
- xi. Prospective applications may seek clarification regarding the scope of work and/or the requirement for bidding, in writing, within a reasonable time. Any clarification given by the Nazarat Section will be forwarded to all those who have obtained the tender document. No request for clarification will be considered after receiving the tenders.
- xii. The Downloading the documents from website shall include, along with other documents, a demand draft of Rs. 1000/-(Rupees One Thousand only), non-refundable, towards cost of application.
- xiii. The application shall be forwarded in two separate envelopes put inside a single bigger envelope (super scribed **Tender No. " -----/Guest House/Item no.4" contains 2 envelopes**) as under;
- Envelope 1** (super scribed as "**Technical Bid for Guest House**") shall contain the following.
- i. Letter of transmittal (Annexure II).
 - ii. Financial information of the organization (Annexure III).
 - iii. Details of all contract completed during the last three years (Annexure IV).
 - iv. contracts under execution or award (Annexure V)
 - v. Performance Report of Contract (Annexure VI)
 - vi. In case the application has been downloaded from the website, then the application fee of Rs. 520/-non-refundable in the form of Demand Draft drawn in favour of "The District Magistrate, Nalanda".
 - vii. EMD by Demand Draft drawn on any scheduled bank in favour of "District Magistrate, Nalanda" payable at Biharsharif.

Envelope 2 (Super scribed as "Financial Bid for Circuit House") shall contain the price schedule along with all the details in Sections I, II, III, IV, V and therein.

53.

Campus Visit:

The applicant is advised to visit and examine the campus and its surroundings and obtains for himself on his own responsibility, all information that may be necessary for preparing the tender documents. The cost of visiting the site shall be at applicant's own expense. List of areas given as Appendix- I.

54. Selection Process:

- i. Decision Making Authority: The employer reserves the right to accept or reject any application and to annual the process and reject all applications at any time, without thereby incurring any liability to the affected applicants or specifying the grounds for the Employer's action.
- ii. Initial criteria for Eligibility: The applicant must have at least 2 (Two) running housekeeping/catering contracts with an annual total value not less than Rs. 40. (Forty) Lakhs each. Copies of work order or certificate of monthly billing from the client must be enclosed as documentary evidence.
- iii. The applicant should have appropriate registration under statutory acts or can also be a reputed Government Institute in the field of catering technology for which applicability of clause 54 (ii) above could be considered for exemption.
- iv. The applicant should have Labour Laws, EPF, ESI, and Sales/Service Tax Registrations.
- v. The applicant should submit up-to-date income Tax Certificate.
- vi. The applicant should have at least 35 permanent staff on its rolls.
- vii. The applicant should have on its rolls professionally trained personnel.

ANNEXURE I

Sample Menu

| Days | Breakfast | Lunch | Dinner |
|-----------|-----------|-------|--------|
| Monday | | | |
| Tuesday | | | |
| Wednesday | | | |
| Thursday | | | |
| Friday | | | |
| Saturday | | | |
| Sunday | | | |

ANNEXURE II
LETTER OF TRANSMITTAL

From

(Full Address of the applicant)

To,

The District Magistrate, Nalanda
(Nazarath Section)
Collectorate, Nalanda.

Sub.:- Submission of Tender application for providing contractual hospitality services at circuit house, Rajgir/Biharsharif, Nalanda District.

Sir,

Having examined the details given in invitation for Tender published in the news papers/Nalanda District Website, we hereby submit the application with complete details.

1. We certify that all statements made and information supplied in the enclosed forms are correct.
2. We have furnished all information and details necessary and have no further pertinent information to supply.
3. we submit the requisite solvency certificate and authorize the Nazarath Deputy Collector, Nalanda to approach the Bank issuing the solvency certificate to confirm the correctness thereof. We also authorize the Nazarat Deputy Collector, Nalanda to approach individuals, employers, firms and corporations to verify our competence and general reputation.
4. We submit the following certificates in support of our suitability, know-how & capability for having successfully completed the following contracts:

| Sl. No. | Name of Contracts | Certificate From |
|---------|-------------------|------------------|
| | | |

N0. of Enclosures :

Date of Submission:

Signature of the applicant(s)

ANNEXURE III

FINANCIAL INFORMATION OF THE ORGANIZATION

- I. Financial Analysis-Details to be furnished duly supported by figures in Balance Sheet/Profit and Loss Account for the last 3 (three) years and certified by a Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

| Sl.no. | Details | Financial years | | |
|--------|---|-----------------|---------|---------|
| | | 2010-11 | 2011-12 | 2012-13 |
| 1 | Gross annual turnover in house keeping/catering services | | | |
| 2 | Profit/loss | | | |
| 3 | Financial position A)cash B)current assets c)Current liabilities | | | |

- II. Up-to-date Income Tax clearance certificate.
III. Certificate of financial soundness from Bankers of Applicant.
IV. Financial arrangements for carrying out the proposed works.
Note: Attach additional sheets, if necessary.

(Signature of the Applicant)

Seal of organization.

ANNEXURE V

CONTRACTS UNDER EXECUTION OR AWARDED

| SL. NO. | Name of Contract & Location | Name of Client | Annual Cost of Contract | Date of Commencement as per contract | Period of contract | Name Address & Telephone No. of officer to whom reference may be made | Remark |
|---------|-----------------------------|----------------|-------------------------|--------------------------------------|--------------------|---|--------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |
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(Signature of the Applicant)

Seal of organization.

ANNEXURE VI
PERFORMANCE REPORT OF CONTRACT

(Furnish this information for each individual contract in the following format from the employer for whom the contract was executed- minimum 2 to be submitted)

1. Name of contract & Location :
2. Agreement No. :
3. Annual Value of Contract :
4. Date of Start :
5. Date of Completion :
6. Performance Report :
 - I) Quality of service : Excellent/Very Good/Good/Fair
 - II) Resourcefulness : Excellent/Very Good/Good/Fair
7. Any penalty imposed for bad performance :
8. Any litigation pending :

(Signature)
Senior Level Officer of the Client With
Complete Contact Details

Date:

(Seal of the Organization)

Section: I
PRICE DETAILS

(To be used by the bidders for the submission of bid)

1. Name of Work : Maintenance of Guest Houses
2. Specifications confirming with item 2 :
3. Cost of manpower per month :
(Includes the salaries and allowances of all the workmen Engaged by the contractor) A detailed account worksheet Shall be submitted with the tender as per enclosed format In section III.
4. Cost for food as mentioned in ANNEXURE-I and as per Enclosed format in Section- IV. :
5. Cost towards consumables as per enclosed format in Section V. :
6. Administrative cost per month, if any :
7. Taxes and other charges per month, if any :
(Provide complete details)
8. Total fixed cost per month (3+6+7 etc.) :
9. Other relevant information :
10. Name and address of the firm for placing the work order :
11. Signature of the bidder :
12. Name and designation :
13. Business address (email, mobile etc.) :

Place :

Date:

Seal of the bidder firm

Section II : Contract Form
(To be provided by the bidder in the business letter head)

(Name of the Supplier's Firm) hereby abide to provide the Housekeeping and catering Services with specifications confirming with item 2 of tender document without any defects and deviations if the work order is awarded.

Service will be rendered to the satisfaction of Circuit House, Rajgir during this period.

Signature Of the Bidder :

Name of Designation :

Business Address :

.....

.....

Place :

Date :

Seal of the Bidder's Firm

SECTION III

Cost Work Sheet for Manpower Requirement Per Month

| Sl. No. | Designation | No. of staff members* | Details of minimum experience, educational qualification, etc. | Cost/person/month | Cost per category |
|------------|----------------------|-----------------------|--|-------------------|-------------------|
| 1 | Cook | | | | |
| 2 | Kitchen Helpers | | | | |
| 3 | Housekeeping helpers | | | | |
| 4 | Sweepers | | | | |
| 5 | Supervisors | | | | |
| 6 | Manager | | | | |
| 7 | Any other | | | | |
| Total Cost | | | | | |

***Minimum 20 employees to be deployed**

Signature of the Bidder :

Name and Designation :

Business Address :

.....

.....

Place:

Date:

Seal of the Bidder's Firm

SECTION IV
Cost work sheet for food

| Sl. No. | Description of items | Period | Rates (Rs.) |
|---------|----------------------|--|-------------|
| 1 | Breakfast | One week starting from Monday to Sunday as mentioned in ANNEXURE-I | |
| 2 | Lunch | | |
| 3 | Dinner | | |
| 4 | Tea/coffee | | |
| 5 | Milk | | |
| 6 | Light snacks | | |

Signature of the Bidder :

Name and Designation :

Business Address :

.....

.....

Place:

Date:

Seal of the Bidder's Firm

SECTION V

Cost work sheet for consumables

Consumables requirement and cost worktable per guest per day

| Sl. No. | Designation | Nos./Quantity Required | Cost |
|-------------------|---|-------------------------------|-------------|
| 1 | Small size bathing soap to provide in the rooms | | |
| 2 | Toilet paper | | |
| 3 | Candle with match box | | |
| 4 | Naphthalene balls | | |
| 5 | Detergent & acid cloth duster | | |
| 6 | Mosquito mats | | |
| 7 | Phenyl | | |
| 8 | Paper napkins | | |
| 9 | Brooms | | |
| 10 | Cloth mop | | |
| 11 | Insecticides | | |
| 12 | Deodorant | | |
| | Any other item | | |
| Total Cost | | | |

Signature of the Bidder :

Name and Designation :

Business Address :

.....

.....

Place:

Date:

Seal of the Bidder's Firm