

No: PAO/AN/1033/Varuna Guest House/Vol II
PAO (Ors) 39 GTC,
Varanasi Cantt – 221002
Date: 25.03.2019.

To,

Shri Umesh Kumar,
Sr A.O
(AN II Section)
O/O The Pr CDA (CC)
Lucknow – 226002.

Sub: - Proposal for Outsourcing of Sanitation & Horticulture Work at PAO (Ors) 39
GTC Varanasi.

Ref:- Main office Lucknow letter no. प्रशा/II/1023/वे.ले.का(अ.श्रे)39जीटीसी,
dated: 08.02.2019.

With reference to Main Office letter quoted above, the revised NIT for retendering As
vetted by Main Office is forwarded herewith for uploading on the website of Pr CDA (CC)
Lucknow. In this regard, it is further stated that the NIT has been sent to 10 likely bidders for
their participation as per the enclosed list.

[Encl : As Above]


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Copy To:

✓ EDP Section
Local

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For uploading on website of PAO (Ors) 39 GTC


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RFP

No:PAO/AN/1033/Varuna Guest House/Vol II
PAO (ORs) 39 GTC,
Varanasi Cantt – 221002.
Date: 25.03.2019

To,

Sub: Annual Maintenance Contract of Varuna Guest House Under PAO (ORs) 39 GTC;Varanasi Cantt.

REQUEST FOR PROPOSAL.

1. PAO (ORs) 39 GTC on behalf of PCDA Central Command Lucknow as buyer invites Bids in sealed cover for Management Services of Varuna Guest House situated at PAO(ORs) 39 GTC Varanasi. **Please super scribe the above mentioned Title, RFP number, date of opening of the Bids on the sealed cover** to avoid the Bid being declared invalid. Bids received without EMD shall be summarily rejected.

2. The sealed bids may be dropped in the Tender Box marked as **“QUOTATION FOR MANAGEMENT SERVICES OF VARUNA GUEST HOUSE SITUATED AT PAO(ORs) 39 GTC VARANASI”** kept at **Admin Section** of this office or sent by courier/registered/speed post at the address given below so as to reach by the due date and time:

3. The address and contact numbers for sending Bids or seeking clarification regarding this RFP are given below.

| | | |
|---|--------------------------------------|--|
| a | Bids/Queries addressed to | DCDA i/c PAO (ORs) 39 GTC |
| b | Postal address for sending of bids | PAO (ORs) 39 GTC; Varanasi Cantt - 221002 |
| c | Name & Designation of contact person | Shri Abhishek Singh, IDAS DCDA |
| d | Telephone No | 0542 – 2503760 |
| e | FAX No | 0542 – 2502480 |

4. This RFP is divided into five parts.
- a) Part I : Contains General Information and instructions for the bidders.
 - b) Part II : Contains essential details of the services required.
 - c) Part III : Contains standard conditions of RFP, which will form part of the contract with successful bidder.
 - d) Part IV : Contains special conditions applicable to this RFP and which will also form part of the contract with successful bidder.
 - e) Part V : Contains Evaluation Criteria and Format for Price Bids.
 - f) The RFP is being issued with no Financial Commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.
 - g) You are requested to indicate your acceptance of the above offer based on the terms and conditions as given out.
 - h) The last date of submission is 11.04.2019 at 16:00 Hrs.

5. **Eligibility**

- (a) The Firm/Company should be **registered with Registrar of firms or other competent authority.**
- (b) EMD should be furnished as specified at Para 9 of Part-I of this RFP.
- (c) Bidders shall not quote wages less than minimum wages specified at Annexure "A" to this RFP.
- (d) The firm having working experience in management of Govt./PSUs Guest Houses will be preferred subject to fulfillment of other conditions. (Copy of satisfactory service report or copy of the Supply Order to be enclosed with the bid)
- (e) Service provider Company/Firm/Agency should preferably be registered with Employee Provident Fund Organization (EPFO) and Employees State Insurance Corporation (ESIC) under the respective Acts/Laws. Bids of firms not complying with labour laws or quoting minimum wages less than as notified by Government of India Ministry of Labour & Employment letter dated: 28.09.2018 will out rightly be rejected.
 - **ESI Registration Certificate:** Attested copies of ESI Certificate should be attached if applicable.
 - **EPF Registration Certificate:** Attested copies of EPF Registration Certificate should be attached if applicable.
 - **GST:** Attested copies of GST Registration for goods & service tax should be attached. In case if the firm is exempted from GST, a letter of the firm letter head should be attached.
 - **PAN Card:** Firm should have valid PAN Card in the name of Firm or in the name of proprietor of the firm in case of proprietary firm. (Copy to be Enclosed)
 - **Registration Certificate:** Attested copies of firm registration in compliance to clause 5 (a) should be attached.

6. DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) applicants whether verbally or in documentary form by or on behalf of PCDA Central Command Lucknow, is provided to the bidder(s) on the terms and conditions set out in this Request for Proposal (RFP) document, and all other terms and conditions subject to which such information is provided.

This Request for Proposal (RFP) is neither an agreement nor an offer and is only an invitation by PAO (Ors) 39 GTC to the interested parties for submission of bids. The purpose of this Request for Proposal (RFP) is to provide the bidder(s) with information to assist the formulation of their proposals. This Request for Proposal (RFP) does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigation and analysis and should check the accuracy, reliability and completeness of the information in this Request for Proposal (RFP) and where necessary obtain independent advice. PAO (Ors) 39 GTC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulation as to the accuracy, reliability or completeness of this Request for Proposal (RFP). PAO (Ors) 39 GTC may in its absolute discretion, but without being under any obligations to do so, update, amend or supplement the information in this Request for Proposal (RFP).

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PART I - GENERAL INFORMATION

1. **Last date and time for depositing the bids: 11.04.2019, 16.00 Hrs:** The sealed bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing bids:** The bid should be sealed by the bidder in cover duly super scribed as “**Quotation for Management Services of Varuna Guest House, at PAO(ORs) 39 GTC Varanasi**”. Sealed bids should be sent by Courier/speed post/registered post at the address given above so as to reach by the due date and time. The sealed bids may be dropped in the tender box as mentioned in Para 2 at Page 1 of this letter. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of bid documents. Bids sent by FAX or e-mail will not be considered.

3. **Time and date for opening of bids: 12.04.2019, 12.00 Hrs.** (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. **Place of opening bids:**

PAO(ORs) 39 GTC Varanasi

The bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of representative of firms that have quoted for the tender.

5. **Forwarding of bids** - Bids should be forwarded by the bidders under their original memo / letter pad inter-alia furnishing details like, Bank address with EFT Account if applicable, etc. and complete postal & e-mail address of their office.

6. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid may be withdrawn in the interval between time deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

7. **Clarification regarding contents of the bids:** During evaluation and comparison of bids, the Buyer may, at its, discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

8. **Rejection of bids:** (i) Canvassing by the bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected.

(ii) **If a firm quotes Service Charges / contractors profit /administrative charges as Zero/NIL of the minimum wages, their bid will be treated as unresponsive and will not be considered for further processing. The Zero percent includes all derivatives of Zero up to 0.9999 and thereof.**

Validity of contract: The contract will remain operational for a period of 1 Year from the date of execution of the contract.

9. **Earnest Money Deposit:** - Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs.13,000.00 (RUPEES THIRTEEN THOUSAND ONLY)** along with their bids. The EMD may be forwarded in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee in favour of **'PCDA Central Command Lucknow'** payable at **Lucknow** from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty- five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender OR provide any fake/misleading information/declaration in the bids. .

PART II - ESSENTIAL DETAILS OF SERVICES REQUIRED

Introduction & Schedule of Requirements – The Guest House has been constructed at PAO(ORs) 39 GTC Varanasi to provide boarding/lodging facilities to the visiting Officers/Staff etc. The Guest House consists of one VIP room, three other rooms, one dining hall, a kitchen and a caretaker room. The Guest House is required to be maintained at all times, irrespective of its occupancy, the rooms have to be kept in livable condition at all times and cooking facilities for those staying in the Guest House are required to be maintained in the kitchen of the Guest House.

The meals and other eatables are required to be provided on no profit/ no loss basis. The food is required to be provided of an approved standard. The scope of work including terms and conditions for provision of efficient management services for guest house are given in succeeding paras.

1. **SCOPE OF SERVICES TO BE PROVIDED BY THE MANAGER/ MANAGING AGENCY**

- a. Reception and accommodation of Officers/staff and their families.

- b. Bedroom linen and bathroom towels will be changed every day, whenever the rooms are in use. All the linen items, including blanket, quilts, towels etc. should be properly marked 'VARUNA', to avoid being replaced during washing.
- c. The kitchen will always be kept spick and span clean. The utensils, crockery, cutlery, refrigerator and other kitchen equipments will be kept clean and also properly arranged at all times.
- d. The furniture, furnishings and other items in the rooms will be kept dust free. Fans, ACs, light fittings, water taps etc. will be kept clean periodically and kept in working order.
- e. Services will be done in hygienic conditions by the cook-cum-waiter.
- f. Bed tea will be served in the rooms but breakfast, lunch and dinner will be served in the dining hall during fixed hours.
- g. Laundry and mail services will be made available at actual rates to the visitors, if required by them.
- h. Bills for the stay, meals, extra services will be presented to the visitors staying in the guest house and payment received against cash receipts. Printed Cash receipt books for the purpose will be provided by PCDA(CC)/PAO(ORs) 39 GTC Varanasi. Room rents realized from the occupants based on rates prescribed by PCDA(CC), along with nominal roll of personnel concerned shall be remitted to PAO(ORs) 39 GTC Varanasi/PCDA(CC) Lucknow.
- i. Snacks/Meals and other refreshments will be provided at fixed rates as per the fixed Menu. Details are given in **Annexure I**.
- j. One daily newspaper will be provided by the Manager/Managing agency at his/its own expense to the guests.
- k. Inventory of furniture and furnishings will be kept in all rooms. Inventory of all other items, provided by PAO(ORs) 39 GTC Varanasi/ PCDA(CC) to the Manager/Managing Agency will also be maintained.
- l. Sweeping/Swabbing of all rooms, toilets, corridors etc. will be done by Contractor himself.
- m. Maintenance of plants, trees and lawn in the guest house.
- n. The guest house will be maintained and services will be rendered by presentable and well mannered persons, the minimum number of which will be two.
- o. Contractor will ensure compliance of all the statutory labour laws on the Government of India.
- p. Curtains/quilts/quilt covers etc to be cleaned periodically or as directed by PCDA(CC)/PAO(ORs)39 GTC Varansi and kept in hygienic condition.
- q. The contractor's professionals have to be in proper dress and will do the job as instructed by PAO(ORs) 39 GTC Varanasi/PCDA (CC) Lucknow, from time to time. The contractor will require providing efficient Services and maintaining the Guest House as per contractual obligation and ensure Guest House in good & working condition.
- r. The contractor shall provide sufficient quantity of cleaning material to keep toilets, rooms and other area clean and in hygienic condition.

2. OBLIGATION OF PAO(ORs) 39 GTC Varanasi:-

(i) PCDA(CC)/ PAO(ORs) 39 GTC Varanasi will provide/make arrangements for the following:

- a. Furnished rooms in the guest house.
- b. Air Conditioners, voltage stabilizers, fans, electric heat convectors, booster pumps, vacuum cleaners etc.
- c. Gas stove, empty gas cylinders, oven/cooking range gas, food warmer etc., utensils, crockery, cutlery, kitchen equipment, choppers, knives, pressure cooker, electric toasters, mixer/grinder, refrigerator, thermos flasks, buckets, stationary for visitors, etc.
- d. Telephones and extensions, wherever required.
- e. Electric tube lights, bulbs (initial supply and replacements).
- f. Payment of electric bill, water, conservancy, telephone bills, house tax, municipal tax, under own arrangement. Any bills, if received, by the Manager/Managing Agency on this account will be forwarded to the PCDA(CC) for payment.
- g. Initial provisioning and replacement of linen, crockery, cutlery, furniture, furnishing, towels, plants, paintings, vases, decoration pieces etc. whenever required.
- h. Replacement of buckets, mugs, soap dishes, ash trays, serving trays etc., whenever required.
- i. Renovations/additions to the building for efficient usage. Payment of bills for repair of ACs, electric gadgets, electric fittings, plumbing sewage works, building works.
- j. Racks, Almirahs, locking arrangements etc, if required additionally.
- k. Any other additional non-consumables stores/equipment required, for efficient running of the guest house.

(ii) **Contract Period:** The contract period shall start from date of acceptance of agreement. The contract will be **valid for one year from the date of acceptance**. The Contract may be extended on the same terms and conditions on year to year basis for upto three years i.e 2020 – 21 & 2021 – 22 at the sole discretion of the buyer. AGENCY shall not sub-contract the Contract Work in whole or part of the work to third parties for the performance of this Contract. PCDA Central Command Lucknow reserves the right to reject any/all offer(s) without assigning any reason thereof. Any enquiry after submission of the tender will not be entertained.

(iii) **Terms of Payment:** The payment will be released monthly only after satisfactory maintenance certified by user by PCDA Central Command Lucknow. Invoice in two (2) copies duly certified by end-user. Advance payment is not permissible under the contract.

(iv) **Terms & Conditions:** The tender validity period is 90 days from the date of opening of tender. The rates quoted by the bidders will remain valid for a period of 90 days or till the date of finalization of tender, whichever is later. The rates quoted by the selected firm, and approved by PCDA Central Command Lucknow shall remain valid throughout the period of

contract and requests to increase the rates for any item(s), during the currency of the contract, shall not be considered. This office, however, reserves the right to conduct performance review at anytime during the contract period and deficiencies, if any, noticed will be required to be rectified and compliance reported. If the tenderer fails to rectify the deficiencies or fails to comply with other directions/instructions of the office his contract is liable to be terminated. PCDA Central Command Lucknow further reserves the right to suo moto terminate the contract at any point of time.

PART III - STANDARD CONDITIONS OF RFP

The bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract to be concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Union of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract:** Normally the contract shall come into effect on the date of signatures of both the parties on the contract except when some other effective date is mutually agreed to and specifically indicated /provided in the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or

offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability'/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

6. **Liquidated Damages:** In the event of the Seller's failure to provide service/ maintenance submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the total value of goods/services delayed beyond the original date of delivery /completion of supplies/service as indicated in the contract/supply order.

7. **Termination of Contract:** The Buyer shall have the right to terminate this contract in part or in full in any of the following cases:

- (i) The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-
- (ii) Seller is unable to meet the requirement of user
- (iii) The Seller is declared bankrupt or becomes insolvent.
- (iv) Misbehavior with any official of this office by him or his employees.
- (v) The Buyer has noticed that the Seller has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.
- (vi) As per decision of the Arbitration Tribunal.
- (vii) Non compliance to the terms and conditions of Contract Agreement.
- (viii) When the contractor is found to have made any **false or fraudulent declaration or statement** to get the contract or he is found to be indulging in unethical or unfair trade practices. Besides termination of contract suitable action as per law will also be taken against contractor.

8. **Foreclosure:** Upon buyer's / Sellers discretion by giving 60 days notice without assigning any reason whatsoever.

9. **Notice :** Any notice required or permitted by the contract shall be written in the Hindi/English language and may be delivered personally or may be sent by FAX or

registered prepaid mail/airmail, addressed to the last known address of the party to whom it is sent.

10. **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.

11. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

12. **Statutory Guidelines:** The service provider is to ensure payment of minimum wages to the deployed personnel at the prevailing rates as fixed under Minimum wages Act, prescribed by the Government of India, Ministry of labour and Employment Chief Labour Commissioner (C) New Delhi or any other act or enactment relating thereto and rules framed there-under from time to time. The service provider shall ensure that all statutory compliances (PF, ESI, Bonus etc.) in respect of their deployed staffs are paid to the proper authority as per law for the time being in force. Any breach of such Act shall make it liable for termination of the contract and the same would be dealt accordingly. Income Tax TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.

13. **Minimum wages:-** The organization should ensure payment of minimum wages as per Minimum Wages Act, 1948 as revised from time to time to the employees deployed by him. Non-adherence to the Minimum Wages Act, 1948 will result in cancellation of the contract, forfeiting of EMD/PBG and appropriate administrative action.

14. The organization i.e firm/agency shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. PCDA Central Command Lucknow shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the contractor's employees performing duties under this contract. The manpower deployed by the contractor under this contract shall be the employee of the contractor and in no circumstance shall ever have any claim of employment with the PAO (Ors) 39 GTC Varanasi.

15. **Option Clause:** - This contract has an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. It will be entirely the discretion of the Buyer to exercise this option or not.

16. **Repeat Order Clause:** The Contract will have a Repeat Order Clause wherein the Buyer can order upto 50% of the manpower under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the buyer to place the Repeat Order or not.

PART IV - SPECIAL CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the AMC concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum **equal to 10% of the contract value within 30 days** of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of Performance Bank Guarantee (PBG) is given in Form DPM-15 (Available in Ministry of Defence website and can be provided on request).

2. **Payment Terms: No advance payment will be made.** The payment will be made by Principal Controller of Defence Accounts, Lucknow Cantt., **through electronic mode (RTGS/NEFT) on monthly basis.** Payment will be made after successful completion of service and satisfactory report furnished by the user i.e PCDA(CC) Lucknow. The bank details like account holder's name, bank name, bank account number, IFSC Code, MICR Code for e-payment must be submitted with the bill.

3. **Force Majeure clause:**

- a. Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military' operation, blockade. Acts or Actions of State Authorities or any other circumstances beyond the parties' control that have arisen after the conclusion of the present contract.
- b. In such circumstances time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- e. If the impossibility of complete or partial Performance of an obligation lasts for more than 3 (three) months, either party hereto reserves the right to terminate

the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

Extension of Management Contract: The Contract will have an extension clause, wherein the Buyer can order extension of contract upto three years **i.e 2020-21 and 2021-22** but one year at a time on the same terms and conditions. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the buyer to invoke this clause or not.

PART V - EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:
 - a. Only those bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.
 - b. The Lowest Bids will be decided upon the lowest price quoted for items listed at **ANNEXURE-‘A’**, by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
 - (i) The taxes and statutory duties levied by Central/State Governments such as GST, EPF & ESIC etc. will not be taken into account for evaluation criteria for determination of L-1. Evaluation will be done on service charges/ Contractors profit and cost of cleaning material.
 - (ii) The other local levies, i.e. octroi, entry tax etc. would be ignored.
 - (iii) The Bidders are required to spell out the rates of GST or any other Tax in unambiguous terms.
 - (iv) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - (v) The Lowest Acceptable Bids (**item wise**) will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer.
2. **Price Bid Format:** The Price Bid Format is given in **Annexure ‘A’** and Bidders are required to fill this up correctly with full details.

DCDA i/c

MENU FOR REFRESHMENT

| Menu | Quantity | Rates | Upper limit @ |
|---|-----------------|--------------|----------------------|
| Standard tea* | 150 ml | | 5/- |
| Tea with tea bag* | 150 ml | | 7/- |
| Coffee with instant coffee powder# | 150 ml | | 10/- |
| Veg cutlets-2 nos/Paneer cutlet | 100 gms. | | 15/- |
| 2 bread slices with 10gms butter chiplet of total wt. | 70gms | | 30/- |
| Tomato ketchup sachet | 15gms. | | 2/- |
| Idli -4nos. (sambhar included) | 200 gms. | | 25/- |
| Urad Vada -4nos. with chutney | 120 gms. | | 30/- |
| Sohal (Namkin) | 30gms. | | 10/- |
| Mathri/namak para | 50gms. | | 10/- |
| Samosa with chutney | 50gms. | | 5/- |
| Paneer Pakora | 50 gms. | | 30/- |
| Veg. Patties | 50 gms. | | 20/- |
| Plate of pakora (onion/patatos/cauliflower) | 150gms. | | 30/- |
| Bread Pakora | 100gms. | | 10/- |
| Fresh juice/Coke or Pepsi in can | 200 ml | | MRP |
| Gulab jamun/rasogulla | 30gms. | | 10/- |
| Besan Laddoo | 30gms | | 5/- |
| Baloo Shahi | 30gms. | | 5/- |
| Boondi Laddoo | 30 gms. | | 5/- |

Standard meals vegetarian

| | | | |
|---|--------|--|-------------|
| Rice pulao or jira rice or plain rice of fine quality | 150gms | | 60/- |
| Paratha-2nos. or chapatti-4nos.or poories-5 nos. | 100gms | | |
| Dal plain/fried or sambhar(thick consistency) | 150gms | | |
| Mixed vegetable or any seasonal vegetable | 100gms | | |
| Curd-100 gms. Or sweet | 40gms | | |
| Pickle in sachet | 15gms | | |

Note: The rate of items shall not be quoted more than MRP.

*Tea must be of good brand having national market.

#Nescafe or Bru.

@ The Upper ceiling limit of items are not negotiable.

**ANNEXURE-‘A’
FORMAT FOR QUOTING PRICE BID : VARUNA GUEST HOUSE, VARANASI**

| Sl No | Particulars | Min wages/Rate (Per day/month) (in Rs.) | No. of days/month (in a year) | Total (in Rs.) |
|-------|---|--|-------------------------------------|------------------------------------|
| 1 | *Wages for One Semi Skilled Labour (Cook) | ↑ RATE PER DAY TO BE QUOTED | 365 Days | ↑ PER YEAR RATE TO BE QUOTED |
| 2 | *Wages for One Unskilled Labour (Waiter/cleaner) | ↑ RATE PER DAY TO BE QUOTED | 365 Days | ↑ PER YEAR RATE TO BE QUOTED |
| 3 | ESI (On 1 & 2 above) | | | |
| 4 | EPF (On 1 & 2 above) | | | |
| 5 | Total | ↑ RATE PER MONTH TO BE QUOTED | 12 Months | ↑ PER YEAR RATE TO BE QUOTED |
| 6 | Cost of Cleaning/Sweeping including Material | ↑ RATE PER MONTH TO BE QUOTED | 12 Months | ↑ PER YEAR RATE TO BE QUOTED |
| 7 | Service Charges / Contractor’s Profit The rate should be quoted in absolute terms. Please do not quote in percentage | ↑ RATE PER MONTH TO BE QUOTED | 12 Months | ↑ PER YEAR RATE TO BE QUOTED |
| 8 | GST | | | |
| 9 | Any Other Tax (if applicable) | | | |
| 10 | TOTAL | | | |

* The minimum wages (Area “B”) w.e.f 01.10.2018 prescribed by Government of India, Ministry of labour & Employment, vide O/o The Chief labour Commissioner New Delhi letter No. 1/38(3)/2018-LS-II dated 28.09.2018 is as under:-

| Category | Min.Wages (in Rs.) | VDA (in Rs.) | Total (in Rs.) |
|--------------|--------------------|--------------|----------------|
| Un Skilled | 437.00 | 29.00 | 466.00 |
| Semi Skilled | 494.00 | 33.00 | 527.00 |

While quoting the rate for service charges/ contractors profit, please refer Para 8(ii) of Part – I of RFP.

I hereby agree to accept all the terms conditions mentioned in this RFP.

(Signature of Tenderer)

SEAL

Date: