



संघ लोक सेवा आयोग
UNION PUBLIC SERVICE COMMISSION
धौलपुर हाऊस, शाहजहान रोड,
DHOLPUR HOUSE, SHAHJAHAN ROAD,
नई दिल्ली, 110 069
New Delhi-110 069

F.No.1.5 (3)/2017-G.II

NOTICE INVITING TENDERS
(e-Tendering mode only)

Subject: Notice Inviting Tenders for hiring Hospitality related services in UPSC

Online bids are invited for entering into contract for 01 (one) year for providing Hospitality related services (i.e. providing services which includes preparation & serving of food and beverages, dish/kitchen cleaning services, room up-keeping etc.) in Union Public Service Commission (UPSC). UPSC premises has 2 (two) Guest House/Adviser's Suites with 40 (forty) Rooms including 4 (four) VIP rooms and 1(one) VVIP room for the stay of the Commission's guests. About 2100 Guests visit and stay at UPSC in various spells throughout the year. In addition to the guest house the hospitality services are to be extended to in other official buildings i.e Main Building, Annexe Building, Examination Hall, Ayog Sachivalaya Building and 2 (two) Departmental Canteen in UPSC Premises.

2. Tender documents may be downloaded from UPSC web site www.upsc.gov.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule given in CRITICAL DATE SHEET below:

CRITICAL DATESHEET

Published Date	24-11-2017
Bid Document Download / Sale Start Date	24-11-2017
Clarification Start Date	24-11-2017
Clarification End Date	01-12-2017 1500Hrs
Bid Submission Start Date	24-11-2017
Bid Submission End Date	18-12-2017 1500Hrs
Bid Opening Date	19-12-2017 1500Hrs

GENERAL TERMS AND CONDITIONS OF THE TENDER

3. Bids shall be submitted online only at Central Public Procurement Portal for e-Procurement website: <https://eprocure.gov.in/eprocure/app>. Manual Bids shall not be accepted.

4. Tenderers/Firms are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderers/Firms for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>. **The Tenderers/Firms are advised not to wait till the last moment/date for submission of their bid, so as to avoid any unforeseen event or unforeseen problem with website due to which bidder is not able to submit the bid. No representation of bidders or offline bids in this regard will be entertained.**

5.1 Bid documents to be scanned and submitted by the Tenderer/Contractors/Firms on <https://eprocure.gov.in/eprocure/app> must be clearly readable.

5.2 The Bidders are advised to go through all the terms & conditions and clauses of tender carefully and thoroughly before submission of the bid.

6. ELIGIBILITY CRITERIA:

6.1 The Firm must have prior experience of providing Hospitality related services (similar to that asked in tender) to Government Departments or Educational Institutions or Public Sector Undertakings (PSU) or Autonomous Bodies or Private Sector Firms or Hotels (3 Stars or above). The bidder shall attach the copy of relevant documents.

6.2 The Average Annual Financial Turnover of the Firm during the last three consecutive financial years- i.e. from 2014-15 to 2016-17 should be at least Rs. 20,00,000/- (Rupees Twenty Lakhs only).

6.3 The bidding firm must be registered with Registrar of Companies (R.O.C) or Registrar of Firm or under Shops & Establishment Act/Rules and must be in existence for at least 5 years on the end date of bid submission. A copy of registration certificate should be submitted.

6.4 Experience of having successfully completed similar scope of work i.e. hospitality related services which includes preparation & serving of food and beverages, dish/kitchen cleaning services, room up-keeping, bell boy services etc. as indicated in this NIT during last 5 years ending last day of month previous to the one in which application are invited should be either of the following:

a) Three similar completed works each costing not less than the amount equal to Rs. 15,00,000/-. In support of this, copies of Three (3) Purchase Orders (POs)/Work Order during any of the 5 years clearly establishing each having value of at least 15 Lakhs has to be submitted.

or

b) Two similar completed works each costing not less than the amount equal to Rs. 20,00,000/-. In support of this, copies of two (2) Purchase Orders (POs)/Work Order during any of the 5 years clearly establishing each having value of at least 20 Lakhs has to be submitted.

or

- c) One similar completed work costing not less than the amount equal to Rs. 30,00,000/-. In support of this, copy of One (1) Purchase Order (POs)/Work Order during any of the 5 years clearly establishing having value of at least 30 Lakhs has to be submitted.

The details should be given in the following format and it should be submitted on Letter Head of Bidding Firm:

S.No	Year	Name of the client where the Experience in providing Hospitality Services is claimed (One year or more)	Brief nature of work in Purchase order	Period of contract	Value of Contract	Whether copy enclosed (Yes/No)	Page No. in the Bid Document
A	B	C	D	E	F		
1.	2016-17						
2.	2015-16						
3.	2014-15						
4.	2013-14						
5.	2012-13						

PLEASE NOTE: The bidder should make a note that the value/combined values of Purchase Orders (POs) / Work Order must qualify at least one of the conditions of clause 6.4.

7. PROCEDURE FOR SUBMISSION OF BIDS

- 7.1** Two bid system of Tender Enquiry shall be followed. The tender shall be submitted online in two parts/covers/folders i.e. one containing Technical Bid and another containing Financial Bids. Bids uploaded in single part or folder on the website will be summarily rejected.
- 7.2** All the pages of bid documents being uploaded/ submitted must be sequentially numbered and duly signed and stamped by authorised signatory of the firm.
- 7.3** The offers submitted by Telegram/Fax/email or any other mode shall not be considered. No correspondence will be entertained in this matter.

7.4 Clarification of Bid Documents:

- 7.4.1** A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser. The purchaser shall respond in writing to any request for the clarification of Bid Documents, which it receives within 7 days of Bid Document sale start date. The query (without identifying the sources) and clarification by the Purchaser shall be posted online for the information of all the prospective bidders.
- 7.4.2** Any clarification issued by UPSC in response to query raised by prospective bidder shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of bid document.
- 7.4.3** The bidder are required to keep a watch on the CPPP website w.r.t. to any amendment to the tender document or to clarification to the queries raised by the bidders till a day prior to the opening of the tender. UPSC reserves the right for rejection of bids if the bids are submitted without taking into account these amendments/clarifications. Further, bidder will be fully responsible for downloading of the tender document and amendments for their completeness.

7.5 TECHNICAL BID MUST CONTAIN THE FOLLOWING DOCUMENTS:

- a) Scanned copy of Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One lakh only) in the form of Account Payee Demand Draft/Fixed Deposit Receipt/Pay order/Banker's Cheque from any of the commercial bank in an acceptable form, payable to the Secretary, U.P.S.C, New Delhi-110069.
- b) Scanned copy of Goods and Services Taxpayer Identification Number (GSTIN) registration certificate.
- c) Scanned copy of PAN card of the Firm.
- d) Scanned copy of filled Technical Bid duly signed and stamped. Kindly refer to Annexure B.
- e) Scanned copy of latest Income Tax Return of the Firm for the last three financial years i.e. ITR for 2016-17, 2015-16 and 2014-15.
- f) Scanned copies of audited balance sheet and profit and loss statement of the firm for three consecutive years – 2016-17, 2015-16 and 2014-15.
- g) Scanned copy of certificate from Chartered Accountant clearly indicating the annual turnover of the firm for last three consecutive financial years 2016-17, 2015-16 and 2014-15.
- h) Scanned copies of documentary proofs that the bidding firm has minimum five years experience (including the financial year 2016-2017) in providing Hospitality services in Government Departments or Educational Institutions or Public Sector Undertakings (PSU) or Private Sector Firms or Hotels (3 Stars or above). This should be given on the letter head of the bidding firm in the prescribed format given at clause 6.4 of this NIT.

- i) Scanned copy of details of the firm (Annexure C) on the letter head of the firm.
- j) If the bidding firm is exempted from submission of EMD, scanned copy of documentary evidence in this regard is required to be submitted.
- k) Scanned copy of registration certificate with Registrar of Companies (R.O.C) or Registrar of Firm or registration under Shops & Establishment Act/Rules.

7.6 FINANCIAL BID MUST CONTAIN THE FOLLOWING:

Financial and Technical Bids must be submitted in separate folder/Cover on CPPP website. Bids uploaded in single part or folder on the website will be summarily rejected.

7.7 EVALUATION OF BIDS:

- 7.7.1 Technical bids will be evaluated by a Bids Evaluation Committee (BEC) or authority authorized by the Competent Authority of this Office. Technical Bids will be evaluated on the basis of EMD and documents furnished in the Technical bid (Refer clause 7.5 of this NIT). Decision of the Competent Authority with regard to acceptability of the Technical bid shall be binding on all the bidders and cannot be challenged. No correspondence in this regard will be entertained.
- 7.7.2 UPSC at its discretion may depute a Committee to visit either or both the office and any of the site(s) where the bidder is currently engaged/was engaged in providing Hospitality related work to see the performance of the firm and to assess the capability/suitability of the firm for award of the contract in this office. The bidder shall facilitate the committee of UPSC during their visit. In case of delay and non cooperation by the bidder their bid shall be liable to be rejected. However, the site of only those bidders shall be inspected whose bids will be found valid as per terms and conditions of the tender. Bids of those firms whose performance is found unsatisfactory by the Committee shall be rejected. The decision of committee shall be final and binding.
- 7.7.3 Financial bids of only those bidders will be evaluated on a later date whose Technical bids are approved by the Competent Authority. The date and time of opening of financial bids will be intimated via CPPP website.
- 7.7.4 The rate of Goods and Services Taxes levies if any must be quoted separately in the price schedule. Otherwise, the bid of the firm will be summarily rejected.
- 7.7.5 Financial evaluation of bids will be done on the basis of total rate inclusive of all taxes and statutory obligations quoted in the price schedule for providing Hospitality related services in UPSC. Kindly refer to Financial Bid Form given at Annexure D. In case of more than one L-I Bidders, the bidder having higher Average Annual Financial Turnover during the last three consecutive financial years i.e. 2014-15 to 2016-17 will be considered as L-I bid.
- 7.7.6 Bid submitted by Firm must remain valid for acceptance for a period of 06 (six) months from the Bid Submission End Date.
- 7.7.7 Incomplete or Hypothetical bids are liable to be rejected.

7.7.8 Clarification of bids: To assist in the examination, evaluation and comparison of bids, the purchaser, at its discretion may ask the bidder for the clarification of its bid. However, no post bid clarification at the initiative of the bidder shall be entertained.

8. AWARD OF CONTRACT:

8.1. Contract for providing Hospitality related services in UPSC will be awarded to bidder who has quoted the lowest total cost inclusive of all taxes in the price schedule for providing Hospitality related services in UPSC. Kindly refer to Financial Bid Form given at Annexure D.

8.2. Duration of contract: The contract shall remain valid initially for maximum One (01) year subject to satisfactory performance of the firm and thereafter as per following:

- a) Initially for a period of Six (6) month at the discretion of the Commission on same terms and conditions.
- b) For subsequent Six (6) months with the consent of both the parties on same terms and conditions.

8.3. Delivery Schedule: The successful bidder shall be responsible for providing the Hospitality related services within 15 days from the date of issue of Purchase Order/Work Order.

9. EARNEST MONEY DEPOSIT

9.1 Earnest Money Deposit of Rs. 1,00,000/- (Rupees One lakh only) should be furnished in the form of Account Payee Demand Draft/ Pay Order/ Banker's Cheque/ Fixed Deposit Receipt in favor of Secretary, Union Public Service Commission payable at Delhi/ New Delhi. It must be delivered to UPSC on or before Bid Submission End time and date. Tenders without EMD or EMD submitted in any other form or EMD received after the Bid Submission End time and date will NOT be considered and will be summarily rejected except for those Firms/bidders which are Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with Central Purchase Organization or any other concerned Ministry or Department. Such firms/bidders are required to enclose documentary evidence for claiming exemption otherwise no exemption will be granted and bid will be summarily rejected.

9.2 EMD shall remain valid for period of 45 days beyond the validity of the bid i.e. 225 days beyond bid submission end date. EMD with lesser validity period will not be accepted and such bids will be summarily rejected.

9.3 EMD of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its bid. In case the successful bidder fails to furnish the required performance security within the specified period, its EMD will be forfeited.

- 9.4 EMD furnished by all unsuccessful bidders will be returned to them without any interest whatsoever. EMD of the successful bidder will be returned after receipt of the Performance Security.

10 PERFORMANCE SECURITY

- 10.1 The successful bidder, irrespective of its registration status etc., will have to furnish Performance Security at 5% of the contract value in the form of Account payee Demand Draft/Pay Order/Fixed Deposit Receipt from a Commercial Bank in an acceptable form in favor of Secretary, UPSC. The successful firm shall be required to submit the Performance Security within the time limit stipulated by the Commission at the time of award of contract.
- 10.2 Performance Security should remain valid for a period of **Sixty Days** beyond the date of completion of all contractual obligations of the supplier.
- 10.3 Performance Security will be refunded to the supplier without any interest, whatsoever, after it duly performs and completes all its contractual obligations satisfactorily.
- 10.4 Performance Security will be forfeited if the firm fails to perform in accordance to the terms and conditions mentioned in this Notice Inviting Tenders.

11. SCOPE OF WORK

- 11.1 The prospective bidders are advised to visit this Office and contact Section Officer, General-II Section from 27.11.2017 to 15.12.2017 between 1000 Hrs to 1600 Hrs to understand the scope of work to be executed as per this NIT before participating in the Tender. The rate/amount per month for the work must be quoted only after fully understanding the scope of work as no subsequent request of the bidder for additional payment/claim on any account will be entertained by the office under any circumstances.
- 11.2 The premises of UPSC have 6 main units i.e Main Building, Annexe Building, Examination Hall, Ayog Sachivalaya Building, Departmental Canteen and Adviser's Suite. There are two Adviser's Suites (Guest House) for stay of Advisers/ Experts invited by the Commission. The Rooms/Lounges of these two Guest Houses require special hospitality services and should be maintained professionally very neat and clean.

Details of Departmental Canteen and Adviser's Suite:

UNITS		No. of Floors	Total Number of Rooms (No. of Beds)
Adviser's Suite	Old Adviser's Suite	2	15 (15x2=30)
	New Adviser's Suite	5	25*(25x2=50)
Departmental Canteen	Canteen 'A' & 'B'	1+1	N.A

*Including 1 VVIP and 4 VIP rooms

The different services under the scope of work that are to be performed are as under:

I. In Adviser's Suite:

- i. Proper upkeep of rooms, reception, lounges or any other assigned areas and rooms.
- ii. Bed making, dusting shelves, furniture and other fixtures including electrical/electronic appliances in rooms.
- iii. Changing of bed sheets/covers, towels, bed cover etc. every day and also as and when required.
- iv. Placing of tea bags, sugar, milk, soap etc. in Adviser's Suites.
- v. Provide room service, if any, needed in rooms as per requirement.
- vi. Shall be responsible for keeping the room ready for occupation of guests i.e. on checkout of guest, the service provider shall immediately do all the necessary activities such as changing of linen & towel, refurnishing of toiletries/ tea and rearranging the appliances and getting the room & toilet cleaned from Housekeeping staff and any other things required for the occupation of next guest.
- vii. In the cooking services, the cook should be capable of making different types of cuisines & snacks such as North Indian, South Indian, Continental, Chinese etc. and also the popular beverages such as tea, coffee, soups etc.
- viii. Washing of dishes, Crockery, Utensils etc.
- ix. Upkeep of kitchen area, maintaining proper cleanliness and hygiene.
- x. A Bellman/Bellboy should always be present at 24x7 in 2 shifts of 12 hours each to carry the luggage of the guest in New Adviser's Suite and from New Adviser's Suite to Old Adviser's Suite and *vice versa*.
- xi. In addition to the works stated above all other works as per requirement and as assigned by the officer(s) concerned.

II. In Departmental Canteens:

- i. Making arrangements of high tea, breakfast, lunch & dinner in the meetings/conferences/ workshops organized in UPSC.
- ii. Providing following services to Senior officers (Additional Secretary and above), PT Board/Committees, Advisers/Experts etc. in respective rooms:
 - a) Tea & snacks at 10:30AM
 - b) Soups/Drinks/Beverages at 12:00PM
 - c) Tea & snacks at 03:00AM
 - d) Soups/Drinks/Beverages at 4:30PM
 - e) The above is not exhaustive but indicative list/timings & prospective bidders have to provide services as per requirement of the Commission.
- iii. Upkeep & maintenance of crockery. .
- iv. Washing of dishes, Crockery, Utensils etc.
- v. Upkeep of kitchen area, maintaining proper cleanliness and hygiene.
- vi. In addition to the works stated above all other works as per requirement and as assigned by the officer(s) concerned.

11.3 Details of qualification required and Uniform for the workers for Hospitality services:

11.3.1. As a part of Hospitality services cooking, serving, washing, room keeping, luggage/furniture handling etc. will have to be provided. Therefore, the bidder should ensure that the person deployed for these tasks should have requisite educational

qualifications & professional skills. It may be noted that the services where there is an interaction with Guests such as Room Service, bearer services and bell boy services the deployed service provider should have a good communication skill.

11.3.2. The Hospitality staff should invariably wear White Shirt, Black pant, White Canvas shoes, Apron, cap & gloves and Navy Blue pull-over/over-coat as per the season and as per the instructions of the designated officers. The uniform should be neat & clean and well ironed. It shall be responsibility of bidder to provide sufficient pair of uniforms to the personnel deployed.

11.4 Every Hospitality staff engaged by the Firm shall wear the uniform meant for them according to season (i.e summer uniform in summer and winter uniform in winter season) and an identity card bearing his/her name and designation while on duty. The said uniform and ID cards (containing his Name and Company's Name) shall be provided and maintained by the Firm at its own cost.

11.5 The bidder shall ensure that the requisite minimum number of manpower for Hospitality services notified in this tender enquiry/NIT in accordance with Schedule of Requirement (SoR) as mentioned in ANNEXURE-A are met and further the bidder shall maintain the register for monitoring the punctuality of his manpower. The availability of services/requisite manpower will be monitored by the concerned officer i.e. Housekeeper/In-charge Adviser's Suite and General Manger/In-charge canteen. **For this purpose, the bidder will provide details of one suitable authorized officer (Customer Relation Manager) based in Delhi NCR for dealing with matters pertaining to this contract.**

11.6 The Firm shall not employ any person who is below eighteen years of age.

12. PAYMENT TERMS:

12.1 Payments will be made on monthly basis. Bills shall be submitted at the end of each month (in triplicate) after completion of work for one month.

12.2 The payment will be made on the basis of rate including all taxes/Govt. levies quoted by the successful firm (lowest bidder). The firm shall be required to produce relevant Govt. orders in order to claim revision in rate of taxes quoted in the tender enquiry/NIT.

12.3 No advance payment will be made. Payment of monthly bills shall be made on post service basis.

12.4 Bills shall be considered for payment on the basis of satisfactory performance certificates/reports of designated officer(s) who will supervise the work of the firm on behalf of the office of UPSC.

12.5 Payment of the bills after deduction of penalty, if any, will be made within 45 days from the date of submission of the bills by the Contractor.

12.6 Bills which are complete in all respect shall be considered for payment only after submission of a Certificate that all the statutory rules and regulations have been complied with in the month for which bill have been presented for payments.

13. INDEMNITY: The contractor shall indemnify and keep indemnified the Commission against all losses and claims for injuries and or damages to any person or property. The contractor shall abide by and observe all statutory laws and regulations in matters of applicable Labour Laws such as, Factory Act, Explosive Act, Workmen compensation Act, Works contract, Minimum Wages Act etc. and shall keep the Commission indemnified against all penalties and liabilities of any kind of breach of any such statute ordinance or law / regulations or Bylaws.

14. PENALTY CLAUSE

It should be clearly understood that in the event of delay in service i.e. personnel not being supplied as per the time scheduled laid down by the UPSC, the performance security is liable to be forfeited. **The damages/penalties for absence and unavailability will be as detailed below, if any which** may be imposed during execution of contract.

1. Without Uniform/ Dirty Uniform/No ID card- Rs 100/- per man-shift.
2. Late reporting
 - Up to 60 min - Rs 100/-
 - Up to 2 Hrs - Rs 200/-
 - More than 2 Hrs.- as per the table given below

Sr. No.	Services	Penalty (Per shift)
1.	Cook	Deducted amount shall be equal to rate quoted for per man shift in Financial Bid
2.	Room Service Boy	
3.	Bearer	
4.	Wash boy	
5.	Bell boy	

- a) In case the services are found deficient on any one particular day in a month, a penalty of 0.25% of the monthly contract amount for unsatisfactory service will be levied.
- b) In case Services are found deficient for 2 to 4 days in a month, a penalty of 0.50% of the monthly contract amount will be levied for each deficient day. If deficiency found is for more than 4 day and up to 7 days a penalty of 1% of the monthly contract amount will be levied for each deficient day. If deficiency found is for more than 7 day and up to 10 days, a penalty of 2% of the monthly contract amount will be levied for each deficient day
- c) If unsatisfactory performance continues for more than a period of 10 days, the UPSC reserves the right to terminate the contract without any further notice. In such event the Security Deposit of the Contractor shall also be liable to be forfeited. Further, UPSC may debar the firm from doing business with this office in future or for specific period & also circulate the same to the other Government Ministries/Department/Bodies or GeM (Government e-Marketplace)

15. DAMAGE CLAUSE

15.1. The Firm shall be held fully responsible for any damage caused to the property of the UPSC during Hospitality related work and this Office will deduct suitable amount from the bills payable to the firm. Such amount may also be recovered from the Performance security submitted by the firm.

15.2 Liquidity Damage: Bidder has to execute the work strictly as per scope of work in accordance with the terms and conditions of the tender failing which UPSC without prejudice to any other right or remedy available may recover any such amount suffered as loss from the vendor as ascertained/assessed by this office as liquidated damages and not by way of penalty to be imposed separately at the rate of 1% per day of delay in supply subject to a maximum of 10% of the total contract value. If any loss or delay has been caused due to any reasons beyond the control of any of the parties (Force Majeure), the Secretary, UPSC shall have the sole discretion to waive off such loss or penalty as he deems fit. The Vendor shall explain in writing the reasons, which caused such delay or loss within 10 days from the date of delay or incurrence of such loss. For any delay beyond ten days, the UPSC shall be at liberty to get the work done from any other Agency and also forfeit the Performance Security of the vendor and take other actions as deemed fit by the Secretary, UPSC.

16. FORCE MAJEURE

The firm shall not be responsible for any failure to perform due to causes beyond its reasonable control including, but not limited to acts of God, war, riots, embargoes, strikes, lockouts, act of any Government authority, delay in obtaining licenses or rejection of applications, accidents and disruption of operation arising from causes not attributable to any mollified acts of firm, fire or flood.

17. RISK PURCHASE CLAUSE:

If the firm after submission of bid and due acceptance of the same i.e. after issuing of Contract Award Letter/Work Order fails to abide by the terms and conditions of the bid document/NIT, or fails to execute the work as per prescribed schedule given or at any time repudiates the contract then the UPSC will have the right to forfeit the EMD, forfeit the performance security deposited by the firm and get the work done from other firm at the risk and consequence of the firm. The cost difference between the alternative arrangement and firms' bid value will be recovered from the firm along with other incidental charges. In case the cost of obtaining the materials/services through alternative arrangement is lower, no benefit on this account would be passed on to the defaulting firm.

18. DISPUTE RESOLUTION

Any dispute, difference, controversy or claim arising between the Parties out of or in relation to or in connection with Work Order/Contract/NIT, or the breach, termination, effect, validity, interpretation or application of Work Order/Contract/NIT or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties. If, for any reason, such Dispute

cannot be resolved amicably by the Parties, the same shall be referred to the sole arbitration of the Secretary of the Union Public Service Commission or any other person appointed by him as Sole Arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The decision of the Arbitrator shall be final and binding on both the parties. The venue of Arbitration shall be in Delhi and language of arbitration shall be English or Hindi.

19. JURISDICTION

Subject to the arbitration herein provided, any suit or proceedings to enforce the right of either of the parties hereto the contract shall be instituted in and tried only by the courts in Delhi and by no other court and both the parties hereto hereby expressly agree to submit to the jurisdiction of such court.

20. TERMINATION OF CONTRACT

UPSC without prejudice to any other remedy, reserves the right to terminate the contract by giving notice in writing in case Firm fails to discharge its obligation as per terms and conditions of this NIT without sufficient grounds or is found guilty of negligence, carelessness or found guilty of inefficiency, fraud, mischief and misappropriation or any other type of misconduct by firm or by its staff or agent. In such scenario, UPSC reserves the right to forfeit EMD, Performance Security and payments due to the Firm.

21. OTHER CONDITIONS OF CONTRACT

- 21.1** The successful bidding firm shall not transfer the work/contract to any other person or firm in any manner. The firm shall not be permitted to sub-contract the work to any other person/firm/agency.
- 21.2** The services may be required round the clock in the Adviser's Suites and in shift duties of day and night depending on the actual requirements from time to time. The staff should be present throughout the working hours i.e. before breakfast timings till completion of dinner for whole week at Adviser's Suite and for Departmental Canteens to attend the immediate need on day to day basis as per requirement for hospitality services. On Sunday/Holiday, as per requirements services should also be provided by Firm/supplier on day of UPSC Exam or for some other official activity/function/workshop in the Commission.
- 21.3** During the contract period hospitality service may be increased/ decreased up to 25% of the contract value and the basic cost for providing the hospitality services including materials as quoted in Financial Bid for the hospitality services shall remain the same.
- 21.4** Any person deployed by the bidder to provide services shall invariably report daily to the concerned Officer i.e Housekeeper in case of Advisers Suite and General Manager in case of Canteen to take directions for providing services as per

requirement. The workers of the bidder should comply with the directions of the designated officers. However, there shall be no master and servant relationship between the man power deployed by the bidder and UPSC. It shall be the bidder's responsibility to deal with them and settle their wages, salaries, other benefits etc. In no circumstances any manpower deployed by the bidder will be deemed as an employee of UPSC.

- 21.5** On certain occasions, the actual requirement of the Commission for number of man-shift may vary. As and when any extra work is to be carried out, the Contractor shall plan to increase the number of workers without claiming any extra payments from this office.
- 21.6** The Firm shall be required to remove any person deployed by it in UPSC, who in the opinion of this office misconducts himself or is incompetent or negligent in the proper performance of his/her duties or infirm and invalid or indulge in unlawful activities or any other such activities. Such person shall not be deployed again in UPSC without taking necessary permission of this Office.
- 21.7** The office of UPSC shall not be responsible financially or otherwise for any injury to the personnel deployed by the firm in the course of performing the Hospitality related services in UPSC.
- 21.8** During the term of the Contract and thereafter, any disclosure party's Confidential Information received by the receiving party, under and by virtue of the Contract, shall be maintained in the strictest confidence and trust. Confidential information shall not be disclosed to a third party without the prior written consent of the disclosing party, unless such information is required to be disclosed in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction, in which case the party required to make the disclosure shall promptly notify the other Party in writing of such disclosure.
- 21.9** Provided that upon the expiration, cancellation, or termination of Work Order/Contract, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.
- 21.10** Canvassing in connection with the tender is strictly prohibited which may disqualify the bid. Bid must be unconditional.
- 21.11** Any person who is in Government Service or an employee of the department should not be made a partner to the tender by the bidder directly or indirectly in a manner whatsoever.
- 22.** No bid shall be allowed to be withdrawn between the timeline for submission of bids and the expiration of the period of the bid validity prescribed in this NIT (**six months** from the bid submission end date). Withdrawal of bid during this period may result in the forfeiture of EMD of such bidder and the concerned firm may also be debarred from participating in tenders of UPSC for future or for a specified period as decided by Competent Authority. UPSC may also initiate action to blacklist the firm.

23. The bidder has to submit the undertaking that “They have not quoted lower rate than UPSC in any other Ministries/Govt. Organizations.” The Undertaking should be submitted in the Performa attached as Annexure-E.
24. UPSC reserves the right to accept or reject any or all bids without assigning any reason thereof and do not bind itself to accept the lowest bid or any specific tender. The decision of the UPSC in this regard would be final and binding.
25. The Firm may enclose scanned copy of Bank details (Mandate form) along with the bid for bill payments, release of EMD and or release of performance security. The copy of bank details to be uploaded must be duly signed and stamped by authorized signatory.
26. The UPSC may by notice in writing debar the firm from doing business with this office for certain period in case Firm fails to discharge its obligation under Contract without sufficient grounds or found guilty of breach of terms and condition(s) of the Work Order/Contract Award Letter/NIT, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by the firm or by its staff or agent.
27. Any bid received after the specified bid submission end time and date shall not be considered and will be summarily rejected. Bids received in language other than Hindi or English will be summarily rejected.
28. Conditional or Hypothetical bids are liable to be rejected.
29. The bidder shall obtain necessary license, permit, consent, sanction, etc., as may be required or called for from / by local or any other authority for providing the services. The bidder shall comply at its own cost with all applicable laws, rules and regulations in force from time to time whether of Central or State or local Govt. as applicable to him or to this contract without any liability and responsibility to UPSC, whatsoever it may be.
30. The basic prices quoted shall remain firm during the contract period.
31. The successful bidding firm shall be required to provide functional mobile numbers and official telephone numbers of the firm or its personnel for urgent communication.
32. For any further information Section Officer, General-II Section, UPSC may be contacted on any working day between 1000 hrs to 1700 hrs at Tel. No. 011-23381141.

Sd/-
(C.M Kaith)
Under Secretary (General)
Union Public Service Commission
(Ph. 011-23388418)

Schedule of Requirement

Tentative requirement of Man-shifts in Adviser's Suites and Departmental Canteens:

Table I: In Adviser's Suite:

Sr. No.	Services	Man-Shift-I (6AM-3PM)	Man-Shift-II (3PM - 12 AM Midnight)
1.	Cook	0	1
2.	Room Service Boy	2	1
3.	Wash boy	1	1
4.	Bell boy	1	1
	Total	4	4

Table II: In Departmental Canteen:

Sr. No.	Services	Man-Shift (9AM- 6PM)
1.	Cook	1
2.	Bearer	9
3.	Wash boy	1
	Total	11

Important Note:

- a) One (1) **Man-shift** is defined as one personnel deployed for 9 Hrs including the break of half an hour.
- b) The detailed scope of work for the services asked in Sr. No. 1- Sr. No. 4 of Table-I and Sr. No.1- Sr. No.3 of Table-II above are mentioned in clause 11.2 (I) and 11.2 (II) respectively.
- c) The above requirement is tentative for the purpose of quoting price and evaluating of the tender. The actual order will be placed as per actual requirement at the time of award of the contract.

**SUBJECT: NOTICE INVITING TENDERS FOR PROVIDING FOR HOSPITALITY
RELATED SERVICES IN UPSC**

TECHNICAL BID FORM

Dated: _____

Ref: Kindly refer to your Notice Inviting Tenders (NIT) bearing **F.No.1.5(3)/2017-G.II**

We, the undersigned have examined the above mentioned NIT and have understood the requirement of your office. We hereby submit all the documents as per terms and conditions of the aforesaid NIT and now offer to provide services in accordance to your demand/order and in conformity with the specifications, terms and conditions mentioned in NIT.

2. We have submitted EMD (Earnest Money Deposit) as per terms and conditions of aforesaid NIT.

3. If our bid is accepted, we undertake to provide services in accordance with aforesaid NIT (**F.No.1.5(3)/2017-G.II**). We further confirm that, if our bid is accepted, we shall provide a performance security of required amount in an acceptable form as per terms and conditions of the NIT.

4. We agree to keep our bid valid for acceptance for a period of Six months from the bid submission end date. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

5. We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred NIT.

6. We accept all terms and conditions of the aforesaid Tender Enquiry/NIT.

7. It is certified that our firm is not blacklisted by any Government establishment/Agency and no criminal case is registered/pending against the firm or its owner/partners anywhere in India.

8. We certify that the rate quoted by us for providing Hospitality related services to UPSC does not exceed the prevailing rates quoted by us in Government Departments or Reputed Educational Institutions or Public Sector Undertakings (PSU) or Reputed Private Sector Firms or Hotels (3 Stars or above).

9. It is certified that we have not concealed any income/wealth whatsoever and we shall be solely held responsible if found guilty of tax evasion at any point of time.

10. It is certified that none of our relative is working in the Union Public Service Commission.

.....
(Signature)

.....
(Name and designation)
Duly authorized to sign tender for and behalf of

.....
(Official Seal of the firm)

Note: a) Official seal of the firm and signature of authorized signatory is to be appended on each page of the Technical Bid.

b) Overwriting, if any, should be countersigned by the authorized signatory.

**SUBJECT: NOTICE INVITING TENDERS FOR PROVIDING FOR HOSPITALITY
RELATED SERVICES IN UPSC**

FORM FOR FURNISHING FIRM'S DETAILS
(TO BE FURNISHED WITH TECHNICAL BID PREFERABLY ON LETTER HEAD OF FIRM)

1. Name of the bidding firm : _____
(in block letters) _____
2. Registration No. of Firm : _____
3. Year of establishment of Firm: _____
3. Address of the Registered : _____
Office of the firm _____

4. Name and Designation of the : _____
Authorized Signatory _____
5. Telephone Numbers : Office _____
Residential _____
Mobile _____
6. PAN No. : _____
7. GSTIN No. : _____

.....
(Signature)

.....
(Name and designation)
Duly authorized to sign tender for and behalf of

.....
(Official Seal of the firm)

ANNEXURE-D

**SUBJECT: NOTICE INVITING TENDERS FOR PROVIDING HOSPITALITY
RELATED SERVICES IN UPSC**

FINANCIAL BID FORM

Dated: _____

Ref: Kindly refer to your Notice Inviting Tenders (NIT) bearing **F.No.1.5(3)/2017-G.II**

Sr. No.	Basic cost for providing Hospitality services including materials as per scope of the tender and Schedule of Requirement Prices of various services	Total Amount per day (D)	Total Amount per year [Y=D x Man-shift x 365] (Man-shift as per Schedule of Requirement)
1.	Cooking per man-shift	D1	Y1= D1 X 2 X 365
2.	Room Service Boy per man-shift	D2	Y2= D2 X 3 X 365
3.	Bearer per man-shift	D3	Y3= D3 X 9 X 365
4.	Wash boy per man-shift	D4	Y4= D4 X 3 X 365
5.	Bell boy per man-shift	D5	Y5= D5 X 2 X 365
6.	Total Price {exclusive of applicable taxes}		
7 (a)	Rate of applicable taxes in percentage on Sr. No. 6		
7 (b)	Amount of applicable taxes in Rupees on Sr. No. 6		
Total amount for Hospitality Services (Grand Total of Sr.No.6 and Sr. No. 7(b)) (in Rupees)			

.....
(Signature)

.....
(Name and designation)

Duly authorized to sign tender for and behalf of

.....
(Official Seal of the firm)

- Note:**
- a) **Official seal of the firm and signature of authorized signatory is to be appended on each page of the Technical Bid.**
 - b) **Overwriting, if any, should be countersigned by the authorized signatory.**

ANNEXURE-E

(To be furnished in second sealed cover as financial bid)

To,

(C.M. Kaith)
Under Secretary (General)
Union Public Service Commission
Shahjahan Road, Dholpur House
New Delhi-110069

Subject: Annual contract for hospitality related services for Departmental Canteen & Adviser's Suites and other services in UPSC.

UNDERTAKING

We, _____

_____ (name & address of the firm) in response of above said NIT
certify as under :

1. The rates quoted for the items/unit is not exceeding the rate quoted by us for any other Ministry/Govt. Organization for similar services.
2. That I/We have not been penalized or convicted for concealment of income/wealth during the immediate preceding three years.
3. That we fully understand the scope of work specified in the NIT and our bid strictly in accordance with the scope of work.
4. That the firm is neither blacklisted by any Government Department nor in any criminal case registered/ pending against the firm or its owner/partners anywhere in India.

Signature with date & firm seal

Name & Designation

Duly authorized to sign tender for on behalf of

CHECK LIST

Name & address of firm _____

Telephone/ Mob. Nos. _____

Name of the authorized Signatory _____

Sl. No.	Particulars of check list	Tick appropriately	Page No.
1.	Whether EMD Enclosed	Yes/No	
2.	Copy of Average Annual turnover of the firm indicating inter-alia their net profit/loss during the last three financial year's i.e. from 2014-15 to 2016-17 duly certified by their Chartered Accountant	Yes/No	
3.	Registration Certificate (under Registrar of Companies (R.O.C) or Registrar of Firm or Shops & Establishment Act/Rules)	Yes/No	
4.	Copy of GSTIN Registration Certificate of the firm attached	Yes/No	
5.	Copy of PAN No. attached	Yes/No	
6.	Copy of Income Tax Return for the last three years enclosed.	Yes/No	
7.	Documents regarding experience of providing similar services in Government Ministries /Departments / hotel- 3 Stars and above/ hospitals/PSU/Sate guest houses. The bidder shall submit the relevant proof along the bid.	Yes/No	
8.	Whether details as sought in table of Clause 6.4 have been submitted on the letter head.	Yes/No	
9.	Annexure A to F duly signed & sealed	Yes	

(Authorized Signatory)
Name & Address of firm/bidder
With rubber seal

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Bidder can also get help at +91-7878007972 & +91-7878007973.