

TENDER NO: CIPET: CSTS/HJP/ STUDENT MESS /23-24/02 dated 01.12.2023

CIPET :CSTS HAJIPUR



**“GEM - TENDER DOCUMENT” FOR
STUDENT MESS AT CIPET:CSTS,
HAJIPUR**

CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING AND
TECHNOLOGY: CENTER FOR SKILLING & TECHNICAL SUPPORT
(CIPET:CSTS)

(Ministry of Chemicals & Fertilizers, Govt. of India)
EPIP Complex, Industrial Area Hajipur- 844102
(Bihar), (Vaishali)

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TENDER NO: CIPET: CSTS/HJP/ STUDENT MESS/23-24/02 dated 01.12.2023

Last Date & Time for Closing of Tender: 14/12/2023 at 4:00 P.M

PRICE OF THE TENDER DOCUMENT Rs. 590/- inclusive Tax (NON-REFUNDABLE)

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1. IMPORTANT INFORMATION

Sl. No	Description	Details
1.	Purchaser	CIPET:CSTS, Hajipur
2.	Tender No	GEM - Tender No: CIPET: CSTS/HJP/ STUDENT MESS /23-24/02 dated 01.12.2023
3.	Online Tender submission of bid	On GEM Portal only.
4.	Online Tender information available at	GeM Portal & www.cipet.gov.in
5.	Service to be offered	Contract Services for Student Mess
6.	Estimated cost of tender	Rs.30,000,00 /- (The figure may change depending upon the number of students)
7.	Date of GEM-Tender Publication	01.12.2023
8.	Date and Time of Issue or download Tender	As per GEM
9.	Last date & time for sale of Tender document	As per GEM
10.	Last date & time for submission of duly filled Tender document	As per GEM
11.	Date & Time of Opening of Technical Bids	As per GEM
12.	Date & Time of Opening of Financial Bids	Intimation will be given to the Technically qualified bidders only.
13.	Venue for Opening of Technical & Financial Bids	CIPET:CSTS, Hajipur EPIP Complex. Industrial Area Hajipur, Dist - Vaishali , (Bihar) Pin Code :- 844102
14.	Tender Fee	As per GEM
15.	EMD	Rs. 50,000.00 (Rupees Fifty Thousand only)
16.	Performance Security Deposit	Rs. 1,000,00.00 (Rupees One Lakh only)

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2. NOTICE FOR INVITING GEM-TENDER

CIPET :CSTS, Hajipur invites online GEM tender in two bid system (Technical Bid and Financial Bid) “Contract for Hostel Mess Services at CIPET:CSTS, Hajipur”. The tender forms can be obtained from Administration Department from 10:00 AM to 5:00 PM on all working days w . e . f **01.12.2023**. The tender Documents duly completed in all respects have to be submitted online on GEM portal along with all necessary documents. Last date of submission of duly filled in Tender document will be as per GEM.

Director & Head, CIPET - Hajipur reserves rights to accept or reject any/all tenders without assigning any reasons.

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CIPET

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3. ABOUT THE INSTITUTE

OVERVIEW

Central Institute of Petrochemicals Engineering & Technology (CIPET) (formerly known as Central Institute of Plastics Engineering & Technology (CIPET)) was established in 1968 by Government of India with the assistance of United Nations Development Programme (UNDP) at Chennai. The main objective of setting up of this specialized institute was to develop manpower in different disciplines of Plastics Engineering & Technology as no similar institute was in existence in the country. International Labour Organization (ILO) served as the executing agency. During the initial project period between 1968 and 1973, the institute achieved the targets envisaged and was rated as one of the most successful UNDP projects implemented worldwide. Today CIPET is a premier Academic institution for higher & technical education under the Ministry of Chemicals & Fertilizers, Govt. of India fully devoted in all the domains of plastics viz:- Design, CAD/CAM/CAE, Tooling & Mould Manufacturing, Production Engineering, Testing and Quality Assurance. CIPET operates from various locations spread across the country to cater the needs of the Polymer and allied industries.

A PREMIER GOVT. OF INDIA INSTITUTE FOR HIGHER & TECHNICAL EDUCATION AND RESEARCH IN THE FIELD OF POLYMER SCIENCE & TECHNOLOGY

Post-independence, it became a matter of concern that Plastic Engineering & Technology was a growing science and yet there was not enough human resource to meet the demand. Imperative need was felt to establish CIPET -- the unique institute of its kind in the country and even today the institute holds a premier position. The primary objective of CIPET has been contributing towards the growth of the plastics industry through a combined program of education and research. The Institute has evolved through the years, creating closer ties with industries with the intent to create innovative plastic based solutions which are resource efficient and marketable. This has led to an exponential growth with activities and programs focusing on:

Skill Training

Technology

Support Academics

Research

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4. SCOPE OF WORK FOR MESS CONTRACTOR

CIPET – CSTS Hajipur campus comprises of CAD/CAM, Tool Room, Processing, Testing departments, an Administrative Block, 02 Boys Hostel, 01 Girls Hostel and approx minimum 50 – maximum 150 students. In addition, the institute conducts various residential Long Term Courses (LTC) & Short Term Courses (STC). The Canteen also serves tea/coffee/cold drinks, snacks, high tea, breakfast, lunch, dinner etc. **The payment for all the students will be made as per attendance of the students.**

The Student's Mess is managed by a Student Mess committee. For the smooth functioning of both the units, the institute wishes to outsource the mess catering facility for Student's Mess and Canteen.

Particulars	Student Mess
Location	02 No's Boys Hostel and 01 Girls Hostel
Items to be provided	Breakfast, Lunch, Evening Snacks & Dinner
Payment	CIPET:CSTS, Hajipur
Payment Type	Monthly

The prime requirement of cleanliness, safety, health and hygienic conditions will be maintained in and around the mess/kitchen and it will be the responsibility of the contractor for 03 locations (02 Boys Hostel & 01 Girls Hostel - Kitchen & Dining area). **The mess contractor will have to serve food as per requirement of student at 03 locations to the students in CIPET:CSTS, Hajipur premises.**

Committee/Warden's suggestions / instructions regarding cleanliness have to be followed and the expenditure towards this is to be borne by the contractor. The successful contractor has to maintain the premises including kitchen and surrounding areas of the student mess in hygienic condition.

5. ELIGIBILITY CONDITIONS

BASIC ELIGIBILITY

- (a) The applicant should be in catering business (excluding beverage and snacks services) for a minimum period of 03 years as on **01.12.2023**.
- (b) Experience of having successfully run the catering services during the last three years ending **01.12.2023** as per following:
- ❖ 3 similar completed work orders each having not less than Rs. 15 lakhs Per Annum.

CONTRACTOR SHOULD MEET ANY ONE OF THE ABOVE CRITERIA FOR ELIGIBILITY PURPOSE.

***Similar nature of work means the running of the student mess in institutions/ autonomous organizations/MNC/State & Central Government Colleges and offices.**

(c) Financial Turn-Over (Gross)

The bidder's average annual financial turnover (gross) in catering services during the last three financial years, i.e., 2020-21, 2021-22 and 2022-23 duly certified by Chartered Accountant should not be less than **5 Lakhs per year**.

(d) Performance Security Deposit / EMD Deposit

1. The Successful bidder has to submit Security Deposit of Rs.1,00,000.00 (One Lakh only) on award of contract. The same shall be returned interest free on completion of the contract.
2. The EMD Deposit will be Rs. 50,000.00 (Fifty Thousand Only)
3. The EMD and Performance Deposit are to be submitted in favour of "CIPET Hajipur. The Bank detail is as follows :-

1. **Bank Name** :- State Bank Of India
2. **Branch** :- Hajipur
3. **Account Number** :-11041919945
4. **IFSC Code** :-SBIN0000088

The scan copy of Tender Fee and EMD is to be uploaded in Technical Bid.

(e) Performance Certification

The bidders' performance, as per format at Annexure-II for each work completed in the last three years and in hand should be certified by a responsible person from the concerned organization on their letter head with sign and stamp.

(f) Other Terms & Conditions

- The Tenderer should be registered with the Competent Authority and should have valid **Food License**. The tenderer shall have well established **office at Hajipur / Patna/ Muzaffarpur city**. **ONLY THOSE FIRMS WILL BE CONSIDERED WHO ARE HAVING ESTABLISHED OFFICE IN THE LOCATION SINCE LAST 01 YEAR. ADDRESS PROOF SHOULD BE ISSUED BY GOVERNMENT OF BIHAR.**
 - The Tenderer should not have been **blacklisted** by any Govt. Deptt./Semi- Govt./Deptt. or any other organization and submit the undertaking for the same on letter head.
 - The Tenderer should be registered with the Competent Authority and should have PAN number, GST and the employees should be registered with PF & ESI department.
 - Certificate of registration, MOU in case of partnership firm, article of association etc. shall be attached.
 - Tender is liable to be rejected without EMD declaration.
 - In case any person sign the tender/agreement on behalf of a limited company or firm, letter of authority/resolution passed by the company /firm empowering him/her to sign the documents on behalf of company or firm shall be enclosed in the tender document.
- (g) Tenders received of incomplete nature or without proper documents, including demand draft, will be rejected.

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Technical Bid

Sl. No	Particular	
1.	Name of the applicant/ Firm :	
2.	Registered Office :	
3.	Year of establishment :	
4.	Type of Organization : (whether proprietorship, partnership, Private Ltd., Certified copy of a Partnership deed/ Certificate of Incorporation/ Certificate of Registration issued by the Registrar of Cooperative Societies/ as the case may be enclosed)	
5.	Name of the Proprietor, Partners/ Directors of the Firm with Address and Phone Number	
6.	Food License Number	
7.	PAN Card [Photocopy to be attached]	
8.	GST Regn. No.: [Photocopy to be attached]	
9.	Tender Fee Details	
10.	EMD Deposit Details	
9.	Number of persons employed: Permanent.....Temporary.....	
10.	Whether 24x7 service and support will be available	
11.	Do you have on office at Hajipur/ Patna/ Muzaffarpur? If so, Please provide the Address and Telephone No.	

Place/Date:

(Name, Designation and Signature with Seal of the Company)

6. GUIDELINES FOR PARTICIPATION

THE BIDS ARE TO BE SUBMITTED IN TWO PARTS

- ❖ Technical & Financial Bid, should be submitted through online GEM mode along with all necessary documents for “STUDENT MESS at CIPET:CSTS, Hajipur”.
- ❖ Financial Bid should be submitted online on GEM portal only.
- ❖ Tenders received after due date & time will not be accepted.

7. OPENING OF TECHNICAL BIDS

- ❖ The Technical Bids will be opened as per GEM portal in Admin Block at CIPET:CSTS, Hajipur in the presence of bidders who wish to be present, either in person or through their authorized representatives (duly supported with authorization letter).
- ❖ The Financial Bids will be opened of the technically qualified bidders only. The decision of the Institute in this regard will be final and no requests etc. will be entertained from the bidders. The intimation will be given to technically qualified bidders only for opening of financial bids.

8. PERIOD OF CONTRACT

- ❖ The contract for_Mess Services shall remain valid initially for a period of One year. However, in order to evaluate the performance and services of the Contractor, the contract will be engaged on trial period of 03 months. The contract for the remaining 09 months will be confirmed only if the services and quality of items served by the contractor are found satisfactory during the trial period.
- ❖ The one-year contract period is subject to renewal by the Institute on satisfactory performance and as per tender terms and conditions. This contract period will be valid for a maximum period of 03 years only renewable on yearly basis.

9. PREDEFINED PRICE

Pre-defined maximum price of the menu defined in tender documents is as follows.

1. Per day per student :- Rs. 75.00/-
2. Per student/per month :- Rs. 2250/- per Month.
3. If the student absents on particular days in a month the individual need to pay the Maintenance cost of the mess. i.e Rs. 15/- per day proportionally from his monthly mess fee. (i.e Rs. 2250/-)

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9. FORFEIT OF EMD

1. (EMD) of the successful bidder shall be liable to be forfeited, if the contractor does not fulfill any of the following conditions:
 - ❖ An agreement is not signed in the prescribed form within 30 days of the receipt of the Letter of Award of the Contract.
 - ❖ The Contractor does not commence Mess services as per the Letter of Intent (LOI).
2. If the successful bidder withdraws or alters the terms of the tender, in such case, the EMD shall be forfeited or any appropriate action may be taken by the Institute.

10. LICENSE FEE ELECTRICITY AND WATER CHARGES

- ❖ **The Contractor will be required to pay Lump sum License fee of Rs. 7500.00 P.M for space of the mess, electricity & water charges which will be debited form the monthly bill of the mess contractor.**

11. STATUTORY OBLIGATIONS OF THE CONTRACTOR

- ❖ The Contractor shall be responsible for engaging adequate number of trained manpower required for providing proper canteen services at CIPET: CSTS, Hajipur campus. The deployed manpower within the **age group of 20-40 years**. The employees should be comprehensively insured for accidents and injuries at his own cost.
- ❖ The employees of the Contractor should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases.
- ❖ The Contractor will, prior to the commencement of the operation of contract, will make available to CIPET the particulars of all the employees who will be deployed at the Institute's premises for running the hostel mess and canteen. Such particulars, inter alia, should include age/date of birth, permanent address, police verification report and profile of the health status of the employees.
- ❖ The Contractor shall be responsible for statutory obligations and its compliances.
- ❖ The Contractor shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any illegal activity.
- ❖ Employment of child labour is strictly prohibited under the law. Therefore, the Contractor will not employ any child.
- ❖ In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the Institute by any individual, agency or government authority due to acts of the Contractor, the Contractor shall be liable to make good/compensate such claims or damages to the Institute. As a result of the acts of the Contractor, if the Institute is required to

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pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the Institute or the Institute reserves the right to recover such amount from the Contractor while settling his/her bills or from the amount of Security Deposit of the Contractor lying with the Institute.

- ❖ The Contractor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surroundings, etc.
- ❖ The Contractor shall at all times keep indemnified the principal employer, namely, Central Institute of Petrochemicals Engineering and Technology, Head of the Institute and its officers and designated concerned staff for and against all third party claims whatsoever (including property loss and damage, personal accident, injury or death of any person) and/or the contractor at his/her own cost take initiative at all times, maintain all liabilities under Workman's Compensation Act / Fatal Accident Act, Personal Injuries, Employees State Insurance Act, PF Act, etc. in force from time to time.
- ❖ The canteen staff shall be issued Identity Cards bearing photographs. The contractor shall provide 02 sets of Uniforms and 01 pair of shoes to his employees and shall ensure that they wear them at all times and maintain them properly. Moreover, they shall not participate in any strike or protest in any form.
- ❖ The Contractor shall be personally responsible for conduct and behavior of his staff and any loss or damage to Institute's moveable or immovable property due to the conduct of the Contractor's staff shall be made good by the contractor. If it is found that the conduct or efficiency of any person employed by the Contractor is unsatisfactory, the Contractor shall have to remove the concerned person and engage a new person within 48 hours of intimation by CIPET:CSTS, Hajipur authority. The decision of the Institute's designated officer in this regard shall be final and binding on the Contractor.
- ❖ The Contractor shall not appoint any sub-contractor to carry out his obligations under the contract.
- ❖ The Contractor shall keep the Hostel kitchen, Dining hall and Canteen and its surrounding areas clean and up to date and maintain sanitation every day after the services are over. The cleaning includes cleaning of kitchen, canteen hall, floor, counter, benches, tables, chairs, etc. CIPET:CSTS, Hajipur management will have 24-hour access to inspect the canteen premises at any time for ensuring the cleanliness and hygienic conditions of the canteen's kitchen and dining hall premises.
- ❖ The Institute reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold in the Hostel/canteen. Any deficiencies pointed out by such officers/officials during their visits shall be properly attended by the Contractor.
- ❖ The Contractor shall get the prices of all items approved by the Institute which are to be supplied in the Students' Mess and no changes, what- so-ever shall be made without prior written approval of the Institute.

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12. OTHER OBLIGATIONS OF THE CONTRACTOR

- ❖ The Contractor will use only branded raw materials for preparation of items. The permissible brands of various items are given in Annexure-III.
- ❖ The Institute will provide to the Contractor space for storing raw material, for cooking, sitting and serving space, etc. The Institute shall also provide tables and chairs in the serving area. Apart from the above, the bidder has to make his own arrangement like utensils, kitchen equipment's and others.
- ❖ Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, and equipment's provided by the Institute is damaged. Any damages done to the same or any other property will have to be repaired/replaced by the Contractor, failing which the same will be got repaired by CIPET:CSTS, Hajipur at the contractor's risk and cost. In this regard, the decision of the designated officer of CIPET:CSTS, Hajipur shall be final and binding on the Contractor.
- ❖ All work shall be carried out with due regard to the convenience of CIPET:CSTS Hajipur. The orders of the concerned authority shall be followed by the contractor.
- ❖ The Contractor will deploy adequate manpower for work during late hours and on Saturdays/Sundays, including other holidays, according to the requirement of CIPET : CSTS Hajipur.
- ❖ The Contractor should be in a position to cater to the tastes of the North Indian dishes
- ❖ The Contractor will have to supply breakfast/lunch/Evening Snacks/dinner (all days in a week) in the hostel premises as per requirement.
- ❖ The Contractor shall install electronic fly – kill / insect repellent equipment, emergency lighting /gas and fuel supply at his own cost.
- ❖ Storing/supply/sale and consumption of drugs, alcoholic drinks, Pan-masala, Guthka, cigarettes or any other items of intoxication are strictly prohibited in the Institute's campus, including Hostel.

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- ❖ The Contractor is advised to supply the highest quality of food at the minimum possible prices so as to attract the maximum number of students/hostellers to avail canteen/mess services.
- ❖ The workers employed by the Contractor shall be directly under the supervision, control and employment of the Contractor and they shall have no connection what-so-ever with Central Institute of Petrochemicals Engineering and Technology (CIPET). CIPET shall have no obligation to control or supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against CIPET for employment or regularization of their services by virtue of being employed by the Canteen Contractor.
- ❖ The Contractor shall ensure that either he/she himself/herself or his/her representative is available for proper administration and supervision at the works to the entire satisfaction of the Institute.
- ❖ The Contractor will bring his own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs etc., in sufficient quantity as required in the canteen. The contractor will serve food in 03 Hostels (02 No's Boys Hostel & 01 No Girls Hostel).
- ❖ The Contractor shall not use the canteen premises for any other activity except for the purpose for which it has been engaged for.
- ❖ The Hostel mess menu is as follows.

MENU FOR HOSTEL MESS

(a) DAILY MESS RATE: Rates Quoted

Sl. No	Day	Breakfast	Lunch	Evening Snacks	Dinner
1.	Monday	Aloo Pratha (2 Nos) With Curd/ Chatni + Tea	Roti, Rice, Dal, One Seasonal Veg Curry, One Seasonal Dry Veg Item	Marie Gold Biscuits (4 Nos) + Tea	Roti , Rice, Dal, One Seasonal Veg Curry, One Seasonal Dry Veg Item + Banana
2.	Tuesday	Puri (6 Nos) with Seasonal Vegetable Curry + Tea	Roti + Veg Biryani + Raita+ One Seasonal Dry Veg Item	Marie Gold Biscuits (4 Nos) + Tea	Puri, Chola, Kheer
3.	Wednesday	Roti with Seasonal Vegetable Dry + Tea	Roti, Rice, Dal, One Seasonal Veg Curry, One Seasonal Dry Veg Item	Marie Gold Biscuits (4 Nos) + Tea	Roti , Rice, Egg Curry(2), One Seasonal Veg Curry
4.	Thursday	Poha + Jilebee (3 Nos) + Tea	Roti , Rice, Rajma, One Seasonal Dry Veg Item	Marie Gold Biscuits (4 Nos) + Tea	Roti , Rice, Dal, One Seasonal Veg Curry, One Seasonal Dry Veg Item + Banana
5.	Friday	Kachori(4 Nos) with Chokha/Chana Aloo Curry + Tea	Roti, Rice, Dal, One Seasonal Veg Curry, One Seasonal Dry Veg Item	Marie Gold Biscuits (4 Nos) + Tea	Roti , Rice, Chicken Curry(100gm), Paneer Masala + Dal
	Saturday	Plain Pratha(4) with Seasonal Vegetable Dry Shabji + Tea	Roti(4) , Rice, Dal, One Seasonal Veg Curry, One Seasonal Dry Veg Item	Marry Gold Biscuits (4 Nos) + Tea	Roti , Rice, Dal, One Seasonal Veg Curry, One Seasonal Dry Veg Item
7.	Sunday	Puri (6 Nos) + Seasonal Vegetable Curry +Tea	Roti (4) + Veg Biryani + Raita+ One Seasonal Dry Veg Item	Marie Gold Biscuits (4 Nos) + Tea	Roti , Rice, Egg Curry(2), One Seasonal Veg Curry,

1. Green Salad, Papad, Pickle daily with Lunch and Dinner.
2. Roti, Rice and Dal are as per requirement of students.
3. Against any Non Veg Item, Paneer/ Mushroom items preparation to make for vegetarians.
4. Menu can be changed as per mess committee meeting decisions and market situation.

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10. PAYMENT

- ❖ to the nearest higher rupee and paisa less than 50 shall be ignored.

11. TERMINATION OF THE CONTRACT

- ❖ The Contract can be terminated by CIPET: CSTS Hajipur with a short notice i.e. 15 days and contractor should give minimum period of 01 months' notice.
- ❖ However, CIPET reserves the right to terminate the contract without giving any notice in case the Contractor commits breach of any of the terms of the contract. CIPET's decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.
- ❖ On termination of the contract, the Contractor will hand over all the equipment/furniture/articles etc., supplied by CIPET:CSTS, Hajipur, in good working condition, back to CIPET. Failing which, the entire cost of the same will be recovered from Security Deposit.
- ❖ If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory (say in a month or so) during the trial period of three months from the date of taking over charge of the canteen services, CIPET :CSTS Hajipur reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.

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12. PENALTY

- ❖ Failure to supply food in terms of quality, quantity and as per the menu will attract penalty. For not adhering to contractual conditions, Staff Canteen Co-ordinator / Warden with the consultation of CIPET - Hajipur's management shall be free to impose monetary fine as deemed fit on the contractor. Fines imposed shall be adjusted against payment due to the contractor.
- ❖ Vegetables used should be fresh and of good quality. If vegetables kept for use is found to be rotten or of poor quality, then a fine of Rs. 1,000/- for each occasion will be imposed.
- ❖ Items like Aji-no-moto, Baking soda, coloring items etc are banned and they should not be used. If they are found in the kitchen premises penalty of Rs. 1,000/- for each occasion will be imposed.
- ❖ Kitchen should be kept clean. If it is not kept clean, a fine of Rs. 1,000/- for each occasion will be imposed.
- ❖ For damages caused by the contractor to the items supplied by the CIPET Hajipur, the cost of the equipment will be recovered or same equipment to be provided by the contractor.
- ❖ Any complaint of insects cooked along with food found in any food item would invite a fine of Rs. 1,000/- on the contractor.
- ❖ Any complaint of soft objects like rope, soft plastic, cloth etc in food will attract a fine of Rs. 1,000/- per complaint.
- ❖ Any complaint of stones / pebbles will attract a penalty on the contractor which can range between Rs.1,000/- to Rs.2,500/- depending on the size of the stone/ pebble per complaint.
- ❖ Five or more complaints of unclean utensils in a day would lead to a fine of Rs. 1,000/- on the contractor.
- ❖ If staff canteen/mess committee agrees that certain item of a meal was not cooked properly then a fine of Rs. 1,000/- would be imposed on the contractor.
- ❖ Fine on any discrepancy (personal hygiene of workers, misbehavior by workers etc.) will lead to fine of Rs. 1,000/- on contractor for every instance.
- ❖ Using of brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the mess committee with consent of the wardens.
- ❖ Severity of hygiene failure shall be assessed and decided by the mess committee and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine or termination of the Contract.
- ❖ Management Committee will impose any of the penalties. The decision of the CIPET – Hajipur Management shall be final in all matters.

13. JURISDICTION

- ❖ Dispute, if any, arising out of the Contract, shall be settled by mutual discussion, alternatively by arbitration system. Thereafter only, legal course under jurisdiction of Hajipur/ Patna courts only will be used as medium to settle the dispute. The language of communication will be English only.

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14. CHECK LIST OF DOCUMENTS TO BE ATTACHED WITH TECHNICAL BID

1. Security Deposit Declaration should be submitted by the bidders as per format enclosed in Bid document.
2. Chartered Accountant Turnover certificate for the last three years.
3. PF, ESIC, Labour License, PAN & GST and Food Licence copies.
4. Address proof of having established office in above mentioned city for the last 01 year. Address proof to be issued by Government of Bihar.
5. Performance certificates of last 03 financial years.
6. Signature of the bidder or his/her authorized signatory on each page of the Tender Document as acceptance of the terms and conditions contained in the Tender document.
7. Documentary evidence in support of the following:
 - ❖ Number of years of experience in running canteens in educational institute/offices/organizations/hospitals/places of public utility/institutions along with number of persons availing the services offered by the contractor.
 - ❖ List of institutions/organizations (with complete postal addresses) served in the past and list of institutions/organizations where presently providing canteen services. Names, designations and telephone numbers of concerned officers in the respective organizations/institutions may also be indicated.

15. TERMS AND CONDITIONS

- ❖ Please read the Terms & Conditions carefully before filling up the document. Incomplete Tender documents will be rejected.
- ❖ Before submitting the online GEM tender, details of documents to be submitted may be verified from the check list given.
- ❖ The bidder must write his name & complete postal address with telephone number of the bidding firm in the tender documents.
- ❖ All pages of the Tender Document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the Terms and Conditions of this Tender.
- ❖ CIPET: CSTS, Hajipur reserves the right to obtain feedback from the previous/present clients of the Tenderer and also depute its team(s) to inspect the site(s) at present contract(s) for on- the-spot firsthand information regarding the quality and quantity of food and services provided by the Tenderer. Decision of CIPET - Hajipur with regard to award of the contract will depend upon the feedback received by it from the previous/present clients and also from its team(s) deputed for the purpose. The decision of the Institute in this regard will be final and binding on all bidders. The contractor has to compulsorily provide hot and fresh food to students.
- ❖ The name and address of the bidder shall be clearly written in the space provided for the purpose and no over-writing, correction & insertion shall be permitted in any part of the tender unless duly countersigned by the bidder. The tender should be filled in and submitted strictly in accordance with the instructions contained herein; otherwise the Tender is liable to be rejected.

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- ❖ The Financial bids submitted by all bidders should be valid for at least for a minimum period of six months from the date of opening of Technical Bids.
- ❖ Person signing the bid or other documents connected with tender must clearly write his/her name and also specify the capacity in which signing.
- ❖ The Institute reserves the right to reject any or all the tenders without assigning any reason.
- ❖ The Institute reserves the right to change any condition of the tender before opening of the Technical Bids. The same shall be intimated to the bidders. The decision regarding the quality of food will be decided by the students only and accordingly penalty will be imposed for non-compliances.
- ❖ The successful bidder will have to enter into an agreement with the Institute (as per draft agreement given in Annexure-I before taking charge of the Hostel Mess and before the commencement of the Hostel work.
- ❖ Canvassing in any form will make the tender liable for rejection.

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ANNEXURE-I

**DRAFT OF THE AGREEMENT
TO BE JOINTLY SIGNED BY CIPET :CSTS, HAJIPUR AND THE
CONTRACTOR FOR RUNNING MESS/CANTEEN AT CIPET:CSTS, HAJIPUR PREMISES**

(To be signed on a Stamp Paper of Rs. 500/- to be purchased by the Contractor)

AGREEMENT

This Agreement made this day _____ between the Central Institute of Petrochemicals Engineering and Technology, Hajipur, EPIP Complex, Industrial Area, Hajipur, Bihar – 844102 (hereinafter called the Institute) of one part and Shri/Mrs./Ms_ of _____ M/s.

_____ of the other part (hereinafter called the caterer) and whereas the Institute needs a caterer to run Mess/Canteen for supply of Tea, Coffee, Cold drinks, Juice, Biscuits, Snacks, High-Tea, Break-Fast, Lunch and Dinner, etc. on all days mentioned in the Tender Document invited by the Institute for the Students of the Institute. The Contract (not being a lease) is awarded to the caterer to prepare and serve the aforesaid items to the Institute's Students in the Canteen and in the hostels. The terms and conditions mentioned hereinafter, it is hereby confirmed as having been agreed to between the respective parties as under:

1. That the Caterer has been granted the contract to run Canteen in the premises of the Central Institute of Petrochemicals Engineering and Technology, Hajipur, initially for a period of One year and maximum for a period of 03 years subject to satisfactory services on the terms & conditions contained in the Tender document, Institute's Letter of Award of the Contract and this agreement read together. If during this period, the performance is found satisfactory, the contract may be renewed for further specified period on the existing or mutually agreed to terms & conditions.
2. That the items served by the Caterer shall be wholesome and hygienically prepared in the clean atmosphere. The authorized nominees of CIPET:CSTS, Hajipur may at any time enter the kitchen area allotted to the caterer for the purpose of this contract and take away samples of raw material, semi-prepared or fully prepared eatable items free of cost for the purpose of inspection, trial or analysis, and the decision of the authorities of the Institute with regard to the desirability or quality of the food articles offered for consumption shall be final. If any item of the menu/provision of food is found defective or not fit for use/consumption, the Institute's authorities may - (i) issue warning; and / or (ii) get the said raw material/items destroyed and ask the Caterer to purchase fresh stocks, without any payment of compensation to the Contractor for the discarded material/items. If, however, this problem recurs in spite of warning having been issued, the Institute reserves the right to impose financial penalty as decided by the Institute's authorities or the contract will be terminated without giving any notice.

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3. The Institute may, if considered necessary, revise the rates only after one year of the contract in regard to the items of food/eatables and drinks. Till such time that the revised rates become operative, the caterer shall charge the existing rates.
4. The caterer shall use either Sudha Milk Scheme or other branded milk. In case, he is unable to maintain supplies of Sudha Milk Scheme or other Dairy for any reasons, he should arrange to procure from other sources supplying good quality milk.
5. The caterer shall not make any additions or alterations in the premises allotted to him for providing canteen services.
6. The caterer has agreed to keep the premises and its surrounding area neat, clean and tidy at all times and according to the Health/Hygienic conditions bye-laws of the Municipal Corporation of Hajipur or any other government/statutory body. In the event of violation of any of the aforesaid bye-laws in and around the Canteen Kitchen/cooking area or dining hall, the caterer shall be responsible for any penalty/fine imposed by the concerned authorities.
7. In the event of JMC, Health Department or any other government/statutory body authorities taking samples of raw material used by the caterer and those samples are not found fit/up to the mark for human consumption, the caterer shall be fully responsible for any fine/penalty imposed or legal recourse taken by such authorities.
8. The caterer has agreed to provide sufficient number of cooks, waiters and other support staff in the kitchen and dining hall and shall take all reasonable precautions to ensure that these workers attire themselves properly while on duty and are civil, polite, sober and honest in their dealings with the Institute's Staff, Students, Visitors and Guests. He shall also employ only those workers whose antecedents have been verified by the police and are medically fit in all respects.
9. Any employee deployed by the Caterer in the premises becomes liable for suspension or dismissal by the Institute due to his actions, disobedience or misconduct, the caterer shall accept the decision of the Institute as final and abide by such decision. In such an event, the Institute shall not in any way be liable for any claim made by the concerned employee of the caterer for wages or damages and the caterer shall keep the Institute's authorities indemnified.
10. The Institute will have the right to review the working of this contract from time to time and if at any time it is found that the caterer does not fulfill any of the conditions of this contract or that his working is unsatisfactory, the Institute may terminate the contract after giving the caterer 15 days' notice, but no such notice will be necessary if the contract is terminated on the ground of service of any undesirable commodity.

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11. The caterer will not transfer or assign any part of his interest under this contract and that this contract shall also be liable to be terminated on the death or insolvency of the caterer before the expiry of the period of this contract.
12. The Institute shall provide to the caterer tables with inbuilt sitting. He shall be responsible for their maintenance.
13. The caterer will provide all equipment's and kitchen items for smooth running of the Student's Mess and Canteen like crockery, cutlery, table linen, livery and these shall be of good quality and standard.
14. The caterer shall be required to procure gas refills in sufficient quantity for cooking purposes at his cost. All operational expenses will be borne by the caterer himself. The caterer shall be responsible for any loss/theft of the gas cylinders and other equipment's.
15. The caterer shall also be responsible for the upkeep of equipment's provided by the Institute. In case of any damage to the furniture and equipment's by any person, he will immediately inform in writing the concerned authorities of the Institute for recovery of such losses/damages from the defaulters, failing which the caterer shall himself be liable to pay the cost as decided by the Institute.
16. All the furniture/fixtures, including electrical installation of the Canteen kitchen/dining hall shall be given to Contractor in good working condition. These will be used carefully & cautiously by his employees. The repairs cost of the items done by CIPET: CSTS, Hajipur will have to be borne by the Contractor.
17. The Caterer shall maintain a Suggestion Book for recording suggestions for improvement of Canteen Services. Such suggestions, as approved by the Institute's authorities, shall be forthwith acted upon. The suggestion book shall be kept open for inspection by the Institute's designated authorities.

In witness whereof the parties have put their hands to this agreement on _____

Signed and delivered by: Countersigned:

Contractor's Signature

**Director & Head with Seal
CIPET: CSTS, Hajipur**

Witness:

1. Signature:
Name & Address:

2. Signature:
Name & Address:

PERFORMANCE CERTIFICATE

(Furnish this information from the employer for whom the work was executed)

1. Name of the contract and location:
2. Agreement No:
 - a. Scope of Contract:
 - b. Contract Cost:
 - c. Date of start:
 - d. Period:
 - e. Amount of compensation levied, if any:
 - f. Performance Report
 - Quality of Food - Excellent/Very Good/Good/Fair:
 - Resourcefulness - Excellent/Very Good/Good/Fair:
 - g. Compliance of all statutory requirements- Yes / No:

(Signature of the Authority with Name)

(Seal of the Organization)

Date:

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ANNEXURE - III

PERMISSIBLE BRANDS OF CONSUMABLES ITEMS	BRAND
Salt	Iodized salt such as Tata, Annapurna, Nature Fresh
Spices	MDH, MTR, RAKESH or equivalent quality brands
Ketchup	Maggi, Kissan, Heinz
Oil	Refined oil such as Sundrop, Nature Fresh, Fortune
Pickle	Mother's or Nilon's or Tops
Atta	Aashirvad, Pillsbury, Nature Fresh
Butter	Amul, Britannia, Mother Dairy, sudha
Bread	Britannia/Harvest/Saras
Jam	Kissan, Tops.
Milk	Toned milk of Mother Dairy, Sudha/ Amul Milk equivalent quality brands
Paneer	Amul/Mother Dairy equivalent quality brands
Tea	Brook Bond, Lipton, Tata, Taj Mahal
Coffee	Nescafe/Bru
Biscuits	Britannia, Parle, Good Day
Ice Cream, Lassi, Curd	Mother Dairy, Amul, Cream Bell – all varieties
Mixtures/Chips	Haldiram/Bikaner
Mineral Water	ISI marked Kinley/Bisleri/Aquafina
Besan, Dal	Rajdhani/Standard brand
Rice	India Gate, Daawat & Others
Cold Drinks	Pepsi, Coke etc.
Juices	Real, Tropicana
Sweet	Bikaner, Haldiram

- Equivalent quality brands may be used.

Signature of Contractor with Seal

CIPET :CSTS HAJIPUR**ANNEXURE IV****FINANCIAL BIDS****FINANCIAL BIDS HAVE TO BE SUBMITTED ONLINE ON GEM PORTAL ONLY**

The payment for Long Term Course (LTC) students will be made on monthly basis & short term Course (STC) students will be paid as per Biometric Attendance on per day rate basis. The number of students will vary and the payment will be made as per the actual number of students. If any LTC student goes on leave with prior intimation i.e. 02 days in advance, at least for 05 days. The bills of the respective student will be paid on proportionate basis of the monthly billing amount + GST. During the Mess Off, the bills for the students will be paid on proportionate basis.

The bidder has to quote on GEM portal only as per the following

Sl. No.	Description	Rate in Figure	Rate in Words
1.	Rate per day-per student for breakfast *		
2.	Rate per day-per student for Lunch *		
3.	Rate per day-per student for Evening Snacks + Tea *		
4.	Rate per day-per student for Dinner *		
5.	Total cost (Per day per student) *		

“Per Student Per Day Rate Inclusive of GST (In Rs.)”

The Monthly rate will be calculated as per – Per student Per Day Rate inclusive of GST x 30 days =

The bidder quoting financial bids in any other form/value will be rejected without any reasons.

The institute reserves the right of not awarding the contract to firms who have already served as mess contractor with our institute and whose service and quality of food was not acceptable to the students.

Signature of the Tenderer with Seal & Signature

CIPET :CSTS HAJIPUR

BID SECURING DECLARATION FORM

To,

The
Director
CIPET-
Hajipur
Industrial Area
Hajipur
Vaishali
Bihar - 844102

I/We, The undersigned, declare that:

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/We are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required or (ii) fail or refuse to furnish the Performance Security, in accordance with the instruction to Bidders.

Date:

Seal & Sign. of bidder

Place: