

**Notice Inviting Tender
Running of Students' Mess for approx 120+ students and Office
Canteen**

Tender Notification No	:	CIPET/HJP/LTC-MESS/2019-20/01
Tender Notification Date	:	04.07.2019
Nature of work different	:	Running of Students' Mess for around 120 students in CIPET LTC Hostels (Boys & Girls).
EMD Amount	:	50,000.00 (Rupees Fifty Thousand Only)
Period for contract	:	Initially for a period of 1 year.
Date of Pre-Bid Conference	:	12.07.2019
Last Date of submission of Tender	:	26.07.2019 at 02:00 Pm
Date of Opening of Technical Bids	:	26.07.2019 at 02.30 PM in the Conference Hall of CIPET Hajipur
Date of Opening of Commercial Bids	:	To be announced later
Address for the submission	:	The Director & Head CIPET:CSTS HAJIPUR Industrial Area Hajipur –844 101

Tender Document Fee Rs.1050/- This
tender document contains 23 pages

PART- II
Definition of Terms Definition of terms:

In this Contract (as hereinafter defined) the following words and expressions shall have meanings hereby assigned to them, except where the context requires otherwise:

1. The "Bid/Tender" shall mean the proposal/offer along with supporting documents, submitted by the Bidder for the consideration of institute.
2. The "Bid/Tender Document" shall mean the documents issued by the Institute to prospective Bidders, containing various terms and conditions, Scope of Work, any requirements, etc., or generally laid out in various sections spelling out the basis, procedure, modes, methods and formats for the Bidders to prepare their Bids for the submission. The Bid document shall include the invitation to the Bid, instructions, proposal forms and all addendum/corrigenda/amendment issued by the Institute.
3. The "Contract" shall mean the agreement between the Institute and the contractor, duly signed by the parties to the Agreement, through their authorized representatives, for the execution of the work included in the Bid document, Letter of Acceptance of the Bid, agreed variation to the Bid document if any, the Schedule of Rates and other relevant documents submitted by the contractor and as accepted by the Institute.
4. The "Contractor" shall mean person or persons, the firm or company whose Bid has been accepted by the Institute and includes the Contractor's legal representatives, his successors and permitted assignees.
5. The "Hostel" shall mean the Residence area of students and the "Chief Warden" shall mean the persons nominated by the Institute from time to time and shall include those who are expressly authorized by him/her to act on his/her behalf, for operation of this contract and supervision of work. The Chief Warden / Warden or such representative shall have power to impose appropriate penalty in case there are violations of the provisions of the contract.
6. The "Institute" shall mean CIPET:CSTS HAJIPUR, Industrial Area, Hajipur – 844 101 and shall include its authorized representatives, successors and assignees.
7. The "Letter of Empanelment" shall mean an official intimation from the Institute to empanelled agencies.
8. The "Mess Committee" shall mean a committee of elected residence and hostel administration, formally constituted by the Principal/ Director and approved by the Institute, which will be authorized to regulate the activities related to the mess of Hostel on a day to day basis.
9. The "Work" shall mean and include all works to be executed, all items and things to be provided/ done and services and activities to be performed by the contractor in accordance with the contract.

PART III

The contract is essentially for providing following messing services to the residents of CIPET: CSTS-HAJIPUR hostel. The scope of work, covered by the contract, is broadly but not extensively described as given below:

- (a) Cooking and serving meals- Breakfast (Morning), Lunch, Snacks and Dinner.
- (b) Procurement of raw material as per specification given in Clause- 19 of Part- IV.
- (c) Managing and control of stocks and inventories;
- (d) Coupon sales. Residents May use these coupons to get 'extra' items not included in the basic menu of the mess;
- (e) Cleaning of utensils, kitchen and serving items;
- (f) Cleaning of cooking, dining and auxiliary areas which includes 2 No's of toilet also;
- (g) Security of the equipment, utensils and other items in the mess;
- (h) Maintenance of the equipment in the kitchen and dining areas;
- (i) Maintenance of books, ledgers, other records and documents related to running of the mess;
- (j) Deployment and supervision of required manpower for the above mentioned job.

2. Contract shall be initially for a period of 1 year that May be extended for a similar or lesser period on same terms and conditions as mentioned in the Tender Documents.

3. The contract is in respect of providing 3 (three) meals per day, that is, breakfast, lunch and dinner, besides evening tea with Snacks. Each meal will be served over a period of 1 or 1 ½ hours.

Timing of Mess

Breakfast: 07.45 am to 8.45 am

Lunch : 12:30 pm to 1.30 pm

Snacks : 4.30 pm to 5:00 pm

Dinner : 08.00 pm to 9:30 pm

Chief Warden/ Mess Committee reserves right to extend or reduce the period of mess operation. In such cases, contractor shall be paid only on actual per plate consumption basis. The mess committee also reserves right to decide the timings for breakfast and each meal on different days. The mess committee May revise the timings over the year as per academic and other activities. The mess committee will inform the contractor about the changes in the timings well in advance.

4. Sample Mess Menu - The mess committee shall provide basic menu, which shall continue for a minimum period of one month, once agreed upon mutually between Mess Committee and the Contractor. The mess committee reserves the right to change the menu time to time. Any change in the menu shall be communicated in writing, adequately in advance, to the contractor. The Basic Meal Plan in accordance with the norms contained in Annexure-II shall be executed.

5. In addition to above, the contractor shall be required to provide extra messing facilities against additional payment basis to the residents of hostel in respect of items not covered under the Basic Meal Plan. However, the mess committee May in its own discretion, discontinue the evening tea and snacks. Under such circumstances, the contractor shall be required to proportionately enrich the dinner/ lunch/ breakfast, as decided by the mess committee. Menu once decided shall continue for a minimum period of one month.

6. List of Residents - The list of residents, who will compulsorily join the mess, shall be provided by the Chief Warden/Mess Committee from time to time. The number of residents may vary depending upon academic sessions and vacations.

7. The Mess premises comprising, cooking and dining facilities, furniture, food/raw material containers, appliances, utensils, electricity and water shall be provided by the Institute free of cost. However, cleaning /washing materials/tools and manpower to properly maintain this infrastructure shall be arranged by the contractor at his own cost.

8.

9. The contractor should hire/ enter into agreement with Pest-Control Agency to keep the mess area infection/mosquito/rat free and cost incurred on it shall be borne by contractor.

10. Maintenance of Inventory - The inventory of articles shall be handed over to the contractor in good and working condition at the commencement of the contract. The contractor shall be the custodian of this Institute's properties and mess inventory during the period of contract and shall make good any loss to the inventory by way of misuse, breakage, theft, etc., at his own cost.

11. Refund of Security Deposit - Similarly the inventory in good condition shall be handed over by the contractor to the mess committee on the expiry of the contract period. The security deposit shall be refunded only after a "No Dues Certificate" granted by the Mess Committee.

12. The requirement of utensils, furniture and appliances shall be provided by hostel administration. However, the serviceability and repairing of the utensils, furniture and appliances shall be done and ensured by the contractor at his own cost.

13. Use of Electricity - The contractor shall not be allowed to use electricity as a cooking fuel. However, he shall be permitted to use toasters, refrigerators, water coolers, mixer/ grinder, oven and other equipments for cutting/grilling vegetables, etc. Any other electrical cooking appliance may also be used by the contractor after obtaining prior permission of the Chief Warden/Warden in writing.

14. Storage of Food - The food shall be cooked, stored and served under hygienic conditions. The contractor shall ensure that only freshly cooked food is served, and that stale food is not recycled. Stale food shall be removed from the mess premises as soon as possible. Unrefrigerated cooked food, not consumed within 6 (six) hours in summer and 10 (ten) hours in winter, shall be deemed to be stale and unfit for consumption.

15. The food shall be neither too spicy nor too oily. Food should be wholesome and shall cater to the taste of the residents.

16. The oil that remains from deep frying at the end of the day shall have to be destroyed and shall not be allowed to be recycled for the purpose of cooking again.

17. The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard. The utensils shall have to be maintained sparkling clean at all time.

18. The contractor shall pay special attention to maintain the mess in a neat and tidy condition at all times. For this purpose, the mess shall be cleaned thoroughly after each meal. For this contractor has to arrange cleaner at his own cost who shall be available through out the mess timings.

19. Removal of Waste Materials from the Mess Area - The waste material and unused/leftover food from mess will be removed from mess premises every day. The contractor will ensure that all the waste material and unused/leftover food should be disposed off to the nearest Dustbin placed by the College. The contractor will also ensure that stray cattle, such as pigs, dogs, cows, etc., do not consume any food within the mess premises.

20. Quality of Food - The contractor shall procure only good quality fresh vegetables from the market. He shall not be allowed to store the vegetables for more than 1 (one) day in summer and 3 (three) days in winter at a stretch. However, the contractor shall ensure that a sufficient stock of other raw materials are stocked in the store for consumption for a minimum period of 15 (fifteen) days. The mess committee shall have the right to check the quality of food articles and vegetables from time to time.

21. Operational Period of Mess - The mess will normally be operational for at least 9 to 10 months in a year. No payment shall be made to contractor when mess is closed. The mess may be closed during the vacations at the discretion of Institute. The actual dates of these vacations are decided well in advance and are readily available in the institute academic calendar. The decision of the institute regarding the running of mess during the vacation shall be final and binding on the contractor. During the academic session the mess will not be allowed to be closed on any day, including Sundays and other holidays, for any reasons whatsoever.

22.Period of mess operation: Last week of July to 1st week of December and : Last week of December to 1st week of June . There is also a provision of a weeklong recess during academic session and that will be intimated by Chief Warden/ Warden/ Mess Committee to contractor in advance.

23.CIPET: CSTS-HAJIPUR celebrates a “Hostel Day” once every year. The contractor shall make special arrangements to organize a dinner for the residents and the visitors as per the direction of the Mess Committee. The rate for this dinner shall be decided in consultation with the Mess Committee. However, the mess committee reserves right to appoint another vendor of their choice for hosting the dinner on the Hostel Day, without assigning any reason thereof. In such an event, the contractor will not be paid the cost of the dinner for the Hall Day.

24.The contractor shall ensure that only hot food is served to the students. Preferably in Ben merry Complaints, if any, in this regard shall be dealt with severely.

PART- IV
Description of the Hostel

1. The residence area of students situated inside the Institute with an exclusive and fully secured premise of its own. The hostel is fully accessible by transport. The Hostel comprises rooms for residents with a separately located dining facility.
2. The hostel houses mostly Undergraduates, Postgraduates and research scholars who generally stay on the premises and avail dining facilities throughout the academic year.
3. Scholars employed in Institute projects are also allowed to stay in the hostel premises in addition to registered students.
4. Generally the strength of the residents remains around 120+ students during the academic year; however, during the vacations, the strength of the students may reduce substantially.
5. Day-Boarders, who do not stay in the hostel, are not allowed to avail the dining facilities in Mess.
6. The Hostel is provided with a self contained mess, comprising kitchen and dining facility to prepare and serve meals to the residents and other authorized persons daily apart from the evening tea and snacks. The mess is well equipped with furniture, cooking facilities, utensils, appliances and equipments; etc.
7. The Hostel is under the administration of a Chief Warden or such representative who exercises overall control on all activities related to the hostel including dining services.

PART- VI
Catering Contract Terms and Conditions along with responsibilities of caterer

The Mess facility at CIPET: CSTS-HAJIPUR LTC Hostel on the campus consists of a kitchen and dining hall in each hostel. The important terms and Conditions are listed below for the convenience of

contractor:

1. Period of Contract: Initially for a period of 1 year that may be extended for a similar or lesser period on same terms and conditions as mentioned in the Tender Documents. 1. Evaluation of Performance - After three months of operation, the caterer will be evaluated on the basis of the guidelines and rules detailed in this document and in the leave and license agreement to be drawn. If the caterer fails to meet the expectation and promises made, then the leave and license agreement can be cancelled at that time.
2. Signature and seal of the bidder required on all the pages which has to be submitted along with Technical Bid and Financial Bid.
3. Performance Security - Within 7 days of execution of the mess contract, the caterer will be required to execute the performance security deposit, equivalent to 10% of contract value in the form of a Fixed Deposit Receipt (FDR)/ Bank Guarantee issued on the name of ' Director & Head, CIPET Hajipur. The Fixed Deposit Receipt (FDR) should be from a scheduled nationalized bank, and will be held against any defaulting in performance and violation of terms and conditions. This FDR shall be effective for entire contract period.
4. Contractor must submit all necessary statutory documents, as Stated in Clause.
5. The successful mess contractor should have registered himself with the Regional Labour Commissioner, Central as a contractor under the Contract Labour Regulation Act and should have obtained a Labour License and should complete all required formalities, if applicable.
6. The following rules should be followed:
 - a) The caterer should adhere to the provisions of the Provident Fund Act, ESI Act, The Central Minimum Wages Act and other such acts which are applicable.

- b) The caterer should ensure that the payment is made to the labourers as per Central Minimum wages act to the satisfaction of the licensee.
- c) The Caterer shall not employ child labour and upon violation legal action would be taken.
- d) Engagement of required staff, providing uniforms, Caps, sweaters, hand gloves etc. will be the responsibility of the caterer. The workers should always use hand gloves and caps while working.
- e) Expected Strength - The expected strength of mess members in each hostel is 120
- f) Biometric Verification System for Attendance - A biometric verification system will be made available to record the daily head count. It will be the responsibility of the caterer to ensure that a member records his presence, at every instance, in the biometric verification system before the plate (for food) is issued to him. The daily head count reported by the biometric verification system will be used for calculating the total man days.**
- g) The timings, menu and price of extra items would be determined by the Mess Committee of CIPET: CSTS-HAJIPUR in consultation with the caterer.
- h) The caterer shall, at his own cost, maintain adequate stock of food grain, grocery, and adhere to the standards of the institute. The caterer shall be responsible for proper hygienic storage of all raw materials.
- i) No food cooked in the mess may be taken out of the premises without prior permission.
- j) Vegetarian and Non Vegetarian food will be cooked and served separately.
- k) Maintenance of Civil & Electrical Work - Major civil and electrical works will be attended by Institute. Minor maintenance jobs such as replacement of light bulbs, tube lights, maintenance of ceiling fan etc. will be the responsibility of the catering contractor.
- l) Maintenance of kitchen equipment - Maintenance of kitchen equipment will be covered to the scope of maintenance service contract entered into by CIPET: CSTS-HAJIPUR with equipment suppliers, but catering contractor should inform service contractor of maintenance requirements. Additional expenses on repairs and maintenance of equipment, if any, shall be borne by the caterer.
- m) Kitchen equipments, cooking utensils, crockery, cutlery, Dining hall furniture and service counters will be provided by CIPET: CSTS-HAJIPUR. Upkeep of all items provided by CIPET: CSTS-HAJIPUR will be the sole responsibility of the caterer.
- n) Maintenance of Stock Registers - The stock entry of Kitchen equipments, cutlery, Cookery and furniture, etc., which is provided by the CIPET: CSTS-HAJIPUR Mess Committee and brought by the Contractor will be maintained in CIPET: CSTS-HAJIPUR Mess Office in both the Hard and Soft copy format.
- o) Refilling of commercial cylinders and procurement of good quality grocery/ provisions and other consumables will be the responsibility of the caterer.
- p) Security of Fixed Assets - Security of licensed premises, equipment, fittings and fixtures, furniture etc. will be the responsibility of These include the provision of ample liquid soap for hand wash at basin, clean towels to clean hand, hand gloves for mess workers, who handle items like salad, pani puri, papad, etc., head caps for mess workers and other measures as advised by the Mess Committee. the catering contractor.
- q) The following rules should be followed: (a) Cleaning and Housekeeping of kitchen and dining area, will be the sole responsibility of the caterer. (b) Cleaning of utensils, cutlery, crockery, kitchen equipment, furniture is also responsibility of the caterer. The highest possible standards are expected in this regard. (c) All possible measures must be taken to ensure hygiene in the kitchen and mess.**
- r) Mess Committee of CIPET: CSTS-HAJIPUR Reserves the right to check on cleanliness and upkeep of premises and quality of provisions, and quality of the food.
- s) The caterer shall attend a monthly meeting of the mess committee, failing which a penalty will be imposed.
- t) Preference shall be given to those entities who have establishment in and around adjoining areas (Up to distance of 100 km) shall be considered.
- u) The caterer should preferably have experience of catering in an establishment of capacity of a few hundreds.
- v) It is mandatory to have 1 helper per 25 members and 1 cook per 75 members. This workforce should be divided into two teams, so as to operate in two shifts of duration of eight hours each. supervisors must be present in each shift. One of the supervisors should be entrusted the duty of quality control and hygiene.

PART- VII
PENALTIES FOR VIOLATION OR RULES

The caterer will be fined in case of violation of the following rules:

1. Non-availability of complaint register on the counter/discouraging members from registering complaints would lead to a fine of Rs. 2,500/- on the caterer.
 2. Any complaints of insects and/or foreign object (hair, rope, cloth, plastic, etc) cooked along with food found in any food item would invite a fine of Rs. 5,000/- on the caterer.
 3. Any complaint of stones / pebbles of diameter more than 2 mm will attract a penalty on the caterer which can range between Rs. 300/- to Rs. 3,000/- depending on the size of the stone/ pebble.
 4. Hard and/or sharp objects like glass pieces, nails, hard plastic etc. will attract a penalty of at least Rs. 5000/- per incident.
 5. Food poisoning, shall invoke a hefty fine beyond the limit of any fine mentioned above, along with cancellation of contract and possible blacklisting of the caterer.
 6. 3 or more complaints of unclean utensils in a day would lead to a fine of Rs. 3,000/- on the caterer.
 7. If mess committee agrees that certain meal was not cooked properly then a fine of Rs. 3,000/- would be imposed on the caterer.
 8. If food for any meal gets over within timings of mess and waiting time is more than 15 minutes for breakfast or lunch or dinner, then a fine of Rs. 2,000/- would be imposed on the caterer. The timing for that meal will be extended equivalent to delay time.
 9. If the quality of milk is not found up to be appropriate, or it is diluted, a fine of 2,000/- would be imposed.
 10. Changes in menu of any meal (including fruit/juice/milkshake) without permission of mess committee would result in a fine of Rs. 5,000/- to the caterer.
 11. For any rules Stated in the agreement, (a) First violation of the rule implies fine as per the rule. (b) Second and subsequent violations of the same rule within 30 days of previous fine will attract double the initial amount of fine on the caterer.
 12. Inappropriate personal hygiene of workers including their dress personal hygiene of workers and/or misbehavior by workers etc. will lead to fine of Rs. 2000/- on caterer for every instance.
 13. Failure to maintain a proper health check up of the workers will attract a fine of Rs. 4,000/- per instance
 14. Absence of proprietor or his representative empowered to take decision from mess committee meetings on due invitation (which will be held once every month) will attract a fine of Rs. 10,000/- on caterer.
 15. As and when mess committee proposes a fine, it will inform the representative of the caterer or mess manager and fine will be imposed.
 16. 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.
 17. 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 as cash and/or summarily Termination of the Contract.
 18. Notice Period - The notice period for the termination will be 30 days. If a contractor disobeys the rule made by the CIPET: CSTS-HAJIPUR Mess Committee, repeatedly commits the same mistake then the contract shall be terminated immediately without any notice. Further caterer would be blacklisted by the institute.
 19. Caterer would not have any right to put any charges/blaming on any of the CIPET: CSTS-HAJIPUR Mess Committee members as they are serving voluntarily to the Institute.
 20. Only people who pay, gets the food. No other people including janitors, security men, or any other staff gets free of cost food for any reason.
 21. A Penalty of minimum Rs. 1000/- shall be charged on mess contractor, per person who is offered free of cost food. It is the responsibility of contractor to ensure that only people who pay gets food.
- P.S.: Any penalties/fines imposed on the caterer would be deducted from their payment of the same month itself.

PART- VIII
Engagement and Deployment of Manpower for Mess Services

1. The contractor will engage sufficient numbers of manpower on his pay roll for the preparation and service of each meal including cleaning, washing and overall upkeep of mess assets and premises. It is expected that the manpower deployed at the mess area of CIPET: CSTS-HAJIPUR shall not fall below the numbers, specified in the following table, unless specified by the Chief Warden/Warden:
2. Contractor will be required to engage above mentioned staff under Highly Skilled, Skilled, Semi Skilled and Unskilled categories or categories as specified by CIPET: CSTS-HAJIPUR time to time.
3. Both Dining Hall Supervisor cum Coupon Clerks shall be provided by caterer to ensure the food and service quality.
4. Details of Workers - The contractor shall submit a list of workers, with complete details including local/ permanent addresses, contact details, and their photographs etc, for approval which May be allowed to work at the mess. The Chief Warden/Mess Committee may reject any or all the names without assigning any reason thereof. Only those workers who have been cleared by the Mess Committee/ Chief Warden/warden shall be allowed to enter into the premises of the mess. The above workmen shall be placed at all the times under exclusive supervision of the contractor.
5. Salaries of these staffs shall be governed by Central State Minimum Wage Rates Act.
6. Payment of Revised Minimum Wages - Contractor must be aware that 'Central Labour Commissioner' revises minimum wages on every six months in the month of April and October. If there shall be any upward revision in the minimum wages during the contract period, contractor shall make the payments to staff accordingly and CIPET: CSTS-HAJIPUR shall pay the differential amount (Revised Wage Rate - Wage at the time of quotation= Differential Amount) to contractor on the production of bill in subsequent month.
7. Contractor shall also ensure that each and every employee is covered under the provisions of ESI Act 1948 and EPF Act 1952.
8. Contractor shall issue salary slip to all staff members engaged and shall remit the salary in the staffs Account through net- banking to ensure the timely payment.
9. The Payment shall be made strictly on satisfactory work and on the basis of daily attendance of mess staff.
10. The contractor shall compulsorily submit the proofs of payments towards PF, ESIC and GST (if applicable) dues of previous month for claiming subsequent month's payment.
11. During Semester brake , mess shall be closed and no payment shall be made for the salary of staff and items.
12. Payment date of Salary to the Workmen - The Contractor has to pay the salary to workmen by 5th of every month for immediate previous months work without waiting for clearance of his pending bills. Failing which a penalty equivalent to 5% of monthly bill value shall be imposed on contractor.
13. Maintenance of Attendance Record - The contractor has to maintain a proper attendance record of all the workmen and that shall be certified by Mess Committee/ Chief Warden or Warden. A copy of the same record shall be submitted every month along with the Bill for Payment.
14. Any further requirement of personnel at CIPET: CSTS-HAJIPUR Mess shall be hired and supervised by the Agency to ensure the performance of duties as required for GBPEC, PAURI, .
15. The contractor has to ensure that their employees will protect the institute's information received during discharge of their duties from any unauthorized disclosure to third party(ies) without permission.

16.Monthly cash outflow towards salary of above staffs should be ensured by the contractor.

17.The mess workers shall be available for work for more than one shift staggered over 12 hours. However, the total hours of work taken in a day shall not exceed 08 hours.

18.The mess committee reserves the right to check the attendance of the mess workers from time to time and in case of deficiency in deployment of manpower found, penalty shall be imposed. For each shortfall and recovery shall be made for a period to be assessed by the mess committee and in this regard, decision of Mess Committee shall be final and binding.

19.The contractor shall not be allowed to use the hostel or mess premises to offer any messing facility beyond the scope of the contract unless agreed to by Chief Warden/ Warden/ Mess Committee.

20. For sick students, the contractor shall arrange to serve "sick diet" at their rooms. The sick diet shall be defined and provided by mess committee to the contractor.

21.Responsibility of providing uniform to the Mess Staff - Contractor/Firm shall provide dress to all mess staff and they will compulsorily wear it while on duty. The colour and style of the uniform shall be decided with the consultation of Hostel Chief Warden/ Warden/ Mess Committee. The staff shall wear clean and ironed uniform while on duty, and his appearance should be smiling.

22.The contractor shall employ only healthy adult and trained staff with good health and sound mind for all services. He shall also nominate a qualified and experienced manager, acceptable to the institute to take orders/instructions from the mess committee, the Chief Warden/Warden/ Mess Committee or any other authorized representative of the institute.

23.Responsibility of providing Medically-Fit Mess Staff - The contractor shall ensure that all employees engaged by him are free from communicable/ infectious disease and are also medically fit to work at mess. Medical officers specified by the Mess Committee/ Chief Warden /Warden shall conduct medical examination on every 6 (Six) months or as decided by the Institute. The cost of the medical examination will be borne by the contractor. If in the opinion of the institute any of the contractor's employee(s) is found to be suffering from any such disease/condition or if any employee(s) of the contractor is found to have committed misconduct or misbehavior, the Mess Committee/Chief Warden/ Warden shall have the right to ask the contractor to remove such employee(s) without questioning the decision of the institute. The Institute shall be entitled to restrain such employee (s) from entering into the mess premise. Thereafter, the contractor shall have to provide a substitute(s) within a reasonable time.

24. Follow the Security & Safety Regulations of the Institute - The contractor shall be responsible for his employees in observing all security and safety regulations and instructions as May be issued by the Institute from time to time. The contractor shall have the right to appoint and to take appropriate disciplinary actions against his workers to fulfill his obligations under this agreement, provided that, action should be taken in accordance with Industrial Employment (Standing Order) Act, 1946 and the Mess Committee/ Chief Warden/Warden should be informed at every point of time. However, the contractor shall not in any capacity employ any person(s) of bad character or any person whose antecedents are not acceptable to the Institute

25. Behaviour of Mess Staff - The contractor shall be responsible for the courteous behavior of all their staff, employed directly or indirectly, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality. The contractor shall be bound to prohibit and prevent employees from trespassing/acting in anyway detrimental or prejudicial to the interest of the community or of the properties. The contractor shall be responsible thereof and indemnify the institute of all consequent claims or actions for damages or injury or on any the other grounds whatsoever. The decision of the Chief Warden/Warden on any matter, arising under this clause shall be final.

26.In case, the Institute suffers loss of any nature on account of the contractor or his employees for not following security/ safety regulation/instructions, the contractor shall be liable to make good the loss as determined by the Institute at its sole discretion and the institute shall have the right to recover such losses, etc., from the dues payable to the contractor and/or security deposit, etc.

27. The contractor shall not appoint any sub- contractor for the work assigned to him without the written permission of the Mess Committee/Chief Warden/Warden. Also, no part of the contract, nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or whosoever.

28. The contractor staff shall not be treated as the institute's staff for any purpose whatsoever. The contractor shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the above job. The institute shall not be liable to any penalty under relevant labour rules, enactment or related regulations for which the contractor is responsible under the law. However, if the institute is forced to pay any cost of any nature on account of the contractor's liabilities, the said cost shall be recovered from the dues payable to the contractor.

29. Fulfillment of Statutory Provisions - The contractor shall be responsible for fulfilling the requirement for all statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Contract Labour (Regulations and Abolition) Act and all other labour and industrial enactment at his own risk and cost in respect of all staff employed by him. The Institute shall be indemnified for any action brought against it for any violation/non-compliance of any of the provisions of any of the acts, etc. Hence, non compliance or violation of any of these provisions of any of the Acts would lead to the immediate termination of the contract. The contractor shall maintain all records required to be maintained under statutory enactments and the Chief Warden and his authorized representatives shall be entitled to inspect all such records at any time.

30. Minimum Wages - The contractor shall ensure that the minimum wages are paid to the employees. Also the contractor shall be responsible for opening of bank account of each employee to nearby bank on their own cost in order to transfer the salaries of employee directly to their account. The contractor shall maintain all the records and his authorized representative shall be entitled to inspect all such records at any time.

31. Insurance of Workmen's - The contractor shall, at his own expense, take workmen's compensation insurance and he shall also obtain from his underwriter of such insurance a waiver of subrogation in favour of the Institute. The contractor shall further, at his own expense, register claims and pursue realization of all insurance claims. He shall produce proof of such insurance within a reasonable time (say 15 days approx.) from the date of award of contract.

32. The mess workers of the contractor shall not be allowed to stay in the hostel premises or in the institute campus. However, the mess managers appointed by the contractor shall be provided a single room in the hostel to be used by them as office-cum-rest room.

33. The contractor shall make his own arrangement for the transportation of his employees.

34. Smoking and drinking within the entire area of the Mess/ Hostel in particular and the Institute campus in general are strictly prohibited. Violators of this rule shall be prosecuted as per law.

35. If and when required by the Institute, all personnel deployed by contractor at institute will be required to display ID card while entering into the institute premises. They will also require wearing the ID Card all time while on duty.

36. Accident or Injury to Workmen(a) The Institute shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor through claim from insurance company. The contractor shall indemnify and keep the Institute indemnified against all such damage and compensation whatsoever in respect of or in relation thereto.

37. Damage to Property(a) The contractor shall be responsible for making good to the satisfaction of the Mess Committee/ Chief Warden/Warden for any kind of loss or damage to any structures and properties within the mess premises. If such loss or damage is due to fault and/ or the negligence or willful acts or omission of the contractor, his employees, agents, representatives or sub-contractors, shall make good the loss as assessed by the Mess Committee/ Chief Warden/Warden.

38. Labour Laws –

(a) No worker below the age of 18 (eighteen) years shall be employed for the mess work.

- (b) The contractor shall not pay less than what is provided under the law to workmen engaged by him for the work.
- (c) The contractor shall at his own expense comply with all labour laws and keep the Institute indemnified in respect thereof.
- (d) The contractor shall pay equal wages for men and women in accordance with the applicable labour laws.
- (e) The contractor shall employ specified manpower to ensure due performance of the contract to the satisfaction of the Chief Warden and of quality specified in the contract.
- (f) The contractor shall be solely responsible as regards salary/ wages and service conditions and terms extended by the contractor to his workmen and shall in this connection maintain requisite records and comply with all laws/ enactment, rules and regulations and orders applicable to the contractor's employees/ workmen in general and in particular laws/ enactments, rules and regulations and orders dealing with employment of contract labour, payment of minimum wages, fire and safety regulations relating to employment of female workforce, security arrangements and such other rules and regulations as May be applicable at present or made applicable hereafter. In particular proper procedures and due process shall be followed as per laws and act in force when a worker has to be removed from service.

39. Safety Regulations - In respect of all labour, employed directly or indirectly by contractor to perform the assigned job as part of the agreement, the contractor shall make necessary arrangements for the safety and security of workmen at his own cost under as per safety codes of the CPWD, Indian Standards Institution, the Electricity Act, regulations, rules and orders made there under and such other acts as applicable.

40. Regarding compliance of statutory provisions –

- a. The contractor shall be required to obtain requisite license from the office of the Regional Labour Commissioner (Central) under the aforementioned Act.
- b. The contractor shall have his own set-up including registration under the relevant laws governing the type of work he is to perform.
- c. The contractor shall abide by all the rules and regulations of the Labour Laws and Rules framed there under and maintain all the registers required under the above mentioned Act, Rules and regulations, including the Contract Labour (Regulation and Abolition) Act, 1970.
- d. The contractor shall be wholly responsible regarding the payment of minimum wages to the mess workers. As and when the minimum wage rate is revised by the Central State Labour Commissioner, the contractor shall have to pay the revised rate to his workers as on that date.
- e. The contractor shall be liable to comply with the Employees' Central State Insurance (ESI) Act, 1948 and Employees' Provident Fund (EPF) and Miscellaneous Act 1952.
- f. The contractor shall be liable to deduct the employees' contribution of EPF and ESI and deposit the same along with his part of the contribution to the respective authorities within the statutory periods and shall provide a copy of the deposit challan under his signature to the institute within one week of depositing the same to the respective authorities. The contractor shall regularly maintain proper record in this regard, which can be inspected by the appropriate authority of the institute at any time.
- g. The contractor shall pay wages directly to the workmen without any intervention of any labour contractor. The contractor shall also ensure that no amount by way of commission or otherwise is deducted from the wages of the workmen.
- h. The contractor shall be solely responsible with regard to the supervision, wages and salary, and service conditions in respect of his employees/workmen, which shall be fair and in no case be less than the wages prescribed by the Regional Labour Commissioner (Central State) under the Minimum Wages act as in force from time to time.
- i. All employees of the contractor shall carry Employment/ Identity Cards issued by the contractor at all times, in terms of Rule 76 of the Contract Labour (Regulation and Abolition) Central State Rules, 1971.

PART- IX
Rates of meal and terms of payment

- 1.The bidder shall only quote the rate of food per plate (excluding manpower cost) in Financial Bid Form- VI & VII.
- 2.Bidder will be required to quote the price of food per plate for Breakfast, Lunch, Snacks and Dinner separately to reach the final rate of per student per day. They will also required to quote the prices for add on items in Form-VII.
- 3.Criteria for Evaluation of Financial Bid - Financial Bid, received without calculation chart shall be summarily rejected, even that their price is lowest. The objective of preparing calculation chart is to examine the correctness of price as per current market rate.
- 4.Wages and salaries of mess staff shall be paid separately to contractor as per Central Minimum Wage Rates.
- 5.The prices/rates accepted by the contractor shall remain firm till the completion of contract, except the new taxes enacted by government during contract period and applicable to this institute. The prices/rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing the work.
6. The contractor shall be deemed to have known the nature, scope, magnitude and the extent of the work and material required through the contract May not have fully and precisely incorporated them. The opinion of the Mess Committee/ Chief Warden/Warden as to the items of work which are necessary and reasonable for completion of the work shall be final and binding on the contractor although the same May not be shown on or described specifically in contract documents.
- 7.The generality of this provision shall not be deemed to be cut down or be limited in any way because in certain cases it May not be expressly Central Stated that the contractor shall do or perform a work or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it May be Central Stated or not Central Stated that the same are included in and covered by the prices/ rates.
8. The contractor shall be required to provide meals to his workmen who would be willing to take the meal in the mess. However, the contractor shall not be allowed to deduct more than approved rate on per day basis.
9. The aforementioned rates shall remain in force for two years from the date of commencement of the work and during this period the rate shall not be revised.
10. The rates so fixed will be inclusive of all taxes, duties, and levies etc. imposed by the Central State/Central State government and Local Bodies as on the date of award of the work, However, if any new tax, duty or levy is imposed or enhanced by the Government/ Local Bodies subsequent to the award of work, the same shall be reimbursed on production of proof of payment.
11. The contractor will raise bill on fortnightly basis. The 1st bill for the month shall be submitted in the third week of the month and 2nd bill in the first week of the subsequent month. The Chief Warden/Warden shall ensure that the bills are paid to the contractor within 10 (Ten) working days after submission. The payment shall be made on the basis of actual attendance of residents which is to be duly certified by Chief Warden/Warden.

PART- X
General Instructions to bidder

1. Selection of successful bidder and award of job –

(a) Bidder shall be selected on the basis of quoted rate of per plate-per day-per student.

(b) Work order for running mess shall be awarded to that technically qualified bidder, whose quoted rate of per plate food will be found near to our in-house estimate (5% variation +, -). It may be understood with this example: If the in-house estimate is Rs. 90/- per plate-per day-per student and any bidder has quoted rate up to Rs. 86/- per plate, they shall be considered to award the job. If none of the bidder comes under this range, Tender Evaluation Committee (TEC) then look at the prices quoted in upper side of up to Rs. 95/-.

(c) If TEC fails to find any bidder in this range, they may broaden their scope of consideration with price variation of up to 10% (lower side or upper side). In this case, first preference shall be given to the bidder, who has quoted price in lower side and Tender Evaluation Committee finds it justified. But this price shall not be below the base price of Rs. 90/- or as decided by Institute.

(d) If TEC fails to find any bidder under these slabs, in such situation tender shall be cancelled and fresh quotation shall be invited thereafter.

(e) Merely quoting low price doesn't make a bidder L-1/ successful bidder. Their price should also be justified and commensurate with existing market rate.

2. Mobilization Time –

(a) The contractor shall have to mobilize his resources so as to commence the work within 15 (fifteen) days from the date of award of contract.

3. Performance Security: The Security Deposit shall be retained up to and including 60 (Sixty) days after the contract is over. The Institute shall have an unqualified option to forfeit the same, if the contractor and / or in respect of any amount due from the contractor to the institute.

4. Return of Security Deposit - The Security Deposit shall be refunded to the contractor within 15 (fifteen) days from the date of the issue of a "No Dues Certificate" by the Mess Committee/ Chief Warden/Warden subject to the fulfillment of all contractual obligations by the contractor. No interest shall be payable by the Institute for sums deposited as Security Deposit.

5. Forfeiture of Security Deposit: In case, the institute makes any recoveries on any account from the Security Deposit of the contractor, the contractor shall make good the Security Deposit amount within a period of 10 (ten) days after the receipt of information in this regard, failing which the contractor shall have to pay an interest @ 12 % (percent) per annum for the period of delay in making good the Security Deposit.

6. The mess premises shall always be in possession of the Institute and the contractor is only permitted to enter the premises to manage the mess. Whenever the contract is terminated or concluded the assigned work and institute decides to not allow contractor on written notice to run the mess, the institute shall be entitled to restrain the contractor from entering into CIPET: CSTS-HAJIPUR premise as well as the hostel premises.

7. Income Tax (TDS), if applicable shall be deducted from all payments made to the contractor as per rules and regulations in force and in accordance with the income tax act and service tax department prevailing from time to time.

8. Termination on contract; The Institute shall reserve right to terminate the contract for any reason including unsatisfactory performance or violation of Minimum Wages Act or of any of the other terms and conditions of the contract. A notice in writing from the institute to the contractor shall be issued giving 30 days' notice for such termination and vacation of the premises, without assigning any reasons thereof. Under exceptional circumstances this 30 days' period may appropriately be reduced.

9. The termination of the contract shall not relieve the contractor of any of his obligations imposed by the contract with respect to the work performed by them prior to such termination.

10. Responsibility for Proper Upkeep of Buildings and Services: (a) The contractor shall be the custodian of the mess premises, all installations, furniture, furnishings, equipment, utensils, gadgets, etc., supplied by the Institute as part of the establishment. It will be the responsibility of the contractor to ensure that the establishment is not misused or carelessly handled by his workmen. It is an inviolable term of the contract that the contractor takes all necessary steps to ensure proper upkeep of the establishment. The responsibility to keep the establishment in good condition shall devolve upon the contractor. For this purpose, the contractor shall have to maintain close liaison with the Mess Committee and the Chief Warden/Warden to seek their support and advice in matter.

11. Issues, not specifically clarified in the contract, shall be settled with mutual consent between the contractor and the Mess Committee, without vitiating the basic premises of the contract.

12. Interpretation of Contract Documents: Several documents forming the contract are to be taken as mutually explanatory. In case any discrepancy, inconsistency, error or omission in the contract, the matter may be referred to the Mess Committee/ Chief Warden/Warden, who will be empowered to take final decision and issue instructions to the contractor about modality that has to be adopted to sort-out any specific problem. The decision of the Mess Committee/ Chief Warden/Warden shall be final and conclusive and the contractor shall carry out work in accordance with this decision.

13. Wherever it is mentioned in the scope of work that the contractor shall perform certain work or provide certain facilities, it is understood that contractor shall do so at his own cost and the value of the contract shall be deemed to have included in the cost of such performance and provision so mentioned.

14. All material and services shall satisfy the high standards befitting the reputation of the institute.

15. Once the quoted rates/prices accepted by the contractor, it shall be for all purposes whatsoever and it will be deemed that they have independently obtained all necessary information for the purposes of the present contract and shall be deemed to have taken into account all contingencies as may arise due to such information or the lack of the same. The scope of work is only broadly defined and the final details shall be finalized by the Mess Committee/ Chief Warden/Warden during the course of the execution of work.

16. The contractor shall be deemed to have examined the contract documents, to have obtained his own information in all matters whatsoever that might affect the carrying out the work at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in the description or quantity or omission there from, shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to specifications at the scheduled rates. He is deemed to have aware the scope, nature and magnitude of the works and the requirements of the materials and labour and the type of works involved, etc., and as to what all works he has to complete in accordance with the contract documents, whatever be the defects, omissions or errors that may be found in the contract document. The contractor shall be deemed to have visited the surroundings and to have satisfied himself to the nature of all existing conditions, about matters affecting the work. He is deemed to have acquainted himself as to his liabilities for the payment of Government taxes, other charges, levies, etc.

17. Any neglect or failure on the part of the contractor in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the work at the scheduled rate and time in strict accordance with the contract document.

18. In case of any doubt and clarity required for the any clause of contract/tender, contractor may send their request in writing to the institute to settle the issue, before signing the contract. The institute shall provide such clarification as may be necessary in writing to the contractor. Such clarification as provided by the Institute shall form a part of the contract document.

19. No verbal agreement or inference from conversation with any officer or employee of the Institute before, during or after the execution of the agreement, shall in any way affect or modify any of the

terms/ obligations contained herein.

20.If the contractor or his employees break, deface or destroy the property or the establishment belonging to the Institute during the execution of the contract, the same shall be made good by the contractor at his own expense and in default thereof, the Chief Warden/Warden May cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of the mess committee shall be final).

21.All compensation or other sums of money payable by the contractor to the Institute and the recoveries to be made under terms of this contract May be deducted from his Security Deposit or from any sums which may be due/may become due to the contractor or any account whatsoever and in the event of his security deposit being reduced by reasons of any such deduction the contractor shall within 10 (ten) days make good in the form of a bank draft any sum or sums which may have been deducted from his Security Deposit, or any part thereof.

22.Power of Entry - If the contractor does not commence the work in the manner described in the Tender Document/ Work Order or if at any time in the opinion of the Chief Warden, the contractor:

- a. fails to carry out the works in conformity with the contract documents; or b. violate any of the statutory provisions including but not restricted to the Minimum Wages Act, ESI Act and EPF Act; or c. fails to carry out the works in accordance with the contract schedule; or
- d.substantially suspends the work without authority from the Chief Warden; or
- e.fails to carry out and execute the works to the satisfaction of the Chief Warden /Warden; or
- f. fails to facilitate procurement of sufficient/suitable raw material or things; or
- g. commits or suffers, or permits any other breach of kind or observes or persists in any of the above mentioned breaches of the contract, after a notice in writing being given to the contractor by the Chief Warden/Warden requiring such breach to be remedied; or
- h.if the contractor abandons the works; in any of above cases,

institute shall have the power to enter upon the premises and take possession thereof and of the material and stock thereon and to rescind the contract, and to carry on with the work by his agents, workmen and the supervisors as the institute in its absolute discretion May think proper to employ without making payment to the contractor for the said material other than such as May be certified in writing by the Chief Warden/Warden to be reasonable, then the amount of such excess as certified by the Chief Warden/Warden shall be deducted from subsequent month bill or security, which May be due for work done by the contractor and be made good under the contract and not paid for. Any deficiency shall forthwith be made good and paid to the institute by the contractor and the institute shall have the power to sell in such manner and for price as it May think fit all material pertaining to the contractor and to recover the said deficiency out of the proceeds of the sale.

23.Force Majeure –

a.In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term “force majeure” as employed herein shall mean, acts of god, war, revolt, riot, fire, flood and acts and regulations of the Government of India or any of its authorized agencies.

b. Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7 (Seven) days of the alleged beginning and ending thereof giving full particulars and satisfactory proof.

c. The time for performance or relative obligations suspended by the force majeure shall be extended by the period for which the cause lasts or condoned by the Institute without any penalty.

d. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option of cancelling the contract in whole or in part thereof its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances. For the period of force majeure, no amount shall be payable to the contractor.

24.Release of Information - The contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work under this contract.

25.Schedule of Rates and Payments - The price to be paid by the Institute to the contractor for the whole of the work to be done and the performance of all the obligations undertaken by the contractor as per the terms of the contract shall be ascertained by the bidders at the schedule of rates and

payment shall be made accordingly to the work actually executed and approved by the Chief Warden/Warden.

26. Receipts for Payment - The receipt for payment made on account of the work when executed by a firm must be signed by a person holding due power of attorney in this respect on behalf of the contractor, except when the contractor are described in their tenders as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by any authorized person.

27. Completion of Contract - Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiry of the duration of the contract.

28. Completion Certificate/ No Dues Certificate - When the contractor fulfils these obligations under the contract, he shall be eligible to apply for a Completion/No Dues Certificate in respect of the work. The Chief Warden/Warden shall normally issue Work Completion Certificate to the contractor within 1 (one) month of receiving an application form. The contractor, after obtaining the completion certificate, is eligible to present the final bill under the terms of the contract.

29. Arbitration –

a. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question of disagreement or matter whatsoever, shall, before/ after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a sole arbitrator to be appointed by the Director of the Institute at the time of the dispute. The award given by the arbitrator so appointed shall be binding on both parties. It will not be open to the parties to challenge the jurisdiction of the arbitrator after the award has been made.

b. If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/ withdraws for any reason from the position of arbitration, it shall be lawful for the Director of the Institute to appoint another to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor if both the parties consent to this effect failing which the arbitrator shall be entitled to proceed de-mayo.

c. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of the invocation of arbitration under the clause.

d. It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.

e. The venue of arbitration shall be CIPET:CSTS HAJIPUR.

f. Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re- enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

30. Jurisdiction - The contract shall be governed by and constructed according to the laws in force in India. The contractor shall hereby submit to the jurisdiction of the courts situated at Hajipur for the purpose of actions and proceedings arising out of the contract and the courts at Hajipur shall have the sole jurisdiction to hear and decide such actions and proceedings.

(Signature and Seal of the Bidder)

FORM- I
TENDER/CONDITIONS ACCEPTANCE
LETTER
(To be given on Company Letter Head)

Date:-----

To
The Director &
Head CIPET:CSTS
HAJIPUR
Industrial Area\Hajipur – 844 101

Subject: Acceptance of Terms & Conditions of Tender.

Tender Reference No : _____

Tender Name: _____

Sir,

1. I/ We have downloaded the tender document(s) for the above mentioned 'Tender/Work' from the CIPET:Hajipur website www.cipet.gov.in as per your advertisement, given in the above mentioned website.

2. I / We hereby certify that I / we have read entire terms and conditions of the tender documents from Page No. _____
_ to (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I
/ we shall abide hereby the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.

5. In case any provisions of this tender are found violated, your organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against organization in satisfaction of this condition. Yours

Faithfully,

(Signature of the Bidder, with Official Seal)

FORM- II
CERTIFICATE OF ETHICAL PRACTICES

(This document shall be duly signed by the tenderer and to be attached with
Technical Bid)

1. I/We assure the CIPET-Hajipur, that neither I/We nor any of my /our workers will do any act/s, which are improper / illegal during the execution of the contract awarded to us.
2. Neither I/We nor anybody on my/our behalf will indulge in any corrupt activities /practices in my/our dealing with the organization/institution.
3. I/We will have no conflict of interest in any of our work/contract at the institution.
4. We will keep the messes and its surroundings hygienic, neat & clean.

Place :-----

Date :-----

Yours
Faithfully,

(Signature of the Bidder, with Official
Seal)

TENTATIVE MESS MENU

	Breakfast	Lunch	Snacks	Dinner
MONDAY	Bread(4)+Butter/ Jam/ Fruit(Banana), + Tea	Arhar Dal, Desi Chana Sabji, seasonal veg, Plain Rice, Salad, Roti, + Pickles	Rusk(2)+ Tea/Coffee	Dal Fry, Roti, Sabji, Rice, Dhaniya Chutney, Salad , Pickle
TUESDAY	Onion Parantha (3) Plain Curd Pickle +Tea	Dal, Seasonal Veg, Aloo Bhujia, Jeera Rice, Salad, + Pickles	" Rusk(2)+ Tea/Coffee	Chana Dal , Seaonal veg Fried, Rice, Roti, Mix Green Salad, Pickle, Halwa
WEDNESDAY	Dal-Puri (6) Aloo Matar Sabji Pickle + Tea	Kaali Masoor Dal , Chhole/ Matar Curry, White Pulav, Salad, Roti, Papad, + Pickles	Biscuit(2), Tea/Coffee	Egg curry / Matar Paneer, Dal fry, Vegetable Pulao+Roti
THURSDAY	Aloo Paratha (3) Green Chutney +Tea	Chhole /Mutter, Seasonal veg, Rice Salad, Roti + Pickles	Bread pakora(1), +Tea/Coffee	Arhar Dal, Rice, Chapati, Mix salad, Fried Mirchi, Pickle , Sewai/ Kheer+Roti
FRIDAY	Onion Parantha (3) Plain Curd Pickle +Tea	Arhar Dal, Aaloo Kadi Pakoda, Jeera Rice Roti, Papad+ Pickles	Rusk(2)+Tea/ Coffee	Dal Fry, Paneer Lababdar/Chicken Masala, Plain rice, +Roti
SATURDAY	Puri(6), Aloo Chhole Sabji, +Coffee	Khichdi, Aloo chokha+ Pickles & Papad	Biscuit + Tea/Coffee	Dal Fry, Mix Veg, Plain rice, Roti, Salad, Pickle
SUNDAY	Roti-(4) + Sabjii +Tea	Dal Fry, Besan Gatta, Aloo bhujia dried, Plain rice, Roti+ Pickles"	Samosa (1), Tomato Ketchup"+ Tea/Coffee	Dal Tadka ,Paneer Do Pyaja, Jeera Rice, Roti, Mix Salad, Pickle, Sewai/ Kheer

*FISH – 1 Pc, EGG-1Pc, Chicken -2Pcs

Technical /Qualification Bid
PROFILE OF THE TENDERER

PART 1

Sl. No	Particular	
A.	Should have minimum 2 years' experience and technical expertise in undertaking similar works with minimum annual turnover of Rs. 10 lacs, exclusively in Catering services, preferably at large institutional establishments.	Informative and for Strict Compliance
B.	Should have/obtained before commencement of the work the requisite licences, approvals, certificates from all statutory authorities viz. Municipal./Income Tax/Sales Tax/Commercial Tax Depts. valid for the entire duration of the above work.	Informative and for Strict Compliance
C.	The Agency shall furnish details of any legal case or any issues, if any, pending in any court of law against them or the concerned authorities, especially with regard to any violation in the statutory laws, etc. The bids of such tenderers having any pending/ongoing/contemplated issues relating to Income Tax, Sales tax etc. and on concealment of any such information will be liable to be rejected straightaway without any notice.	Informative and for Strict Compliance
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 (Tax return of last Three Financial Year) [Photocopy to be attached]	
8.	GST No.: [Photocopy to be attached]	
9.	Number of persons employed: Permanent.....Temporary.....	
10.	Whether 24x7 service and support will be available	
11.	Do you have an office at Bihar? If so, Please provide the Address and Telephone No.	

Place/Date: _____ (Name, Designation and Signature with Seal of the Company)

DETAILS OF PREVIOUS CONTRACTS**PART 2**

Period of Contract From To	Name and Address of the Organization with reference letters	Name of the Contact person & Phone No.	Value of Contract and other Details	Remarks

Give details of current contracts, if any, of similar services being rendered by you and which will be available for inspection by our officials:

Period of Contract From To	Name and Address of the Organization with reference letters	Name of the Contact person & Phone No.	Value of Contract and other Details	Remarks

Place:

Date:

SIGNATURE OF THE TENDERER

PART B

RATES OFFERED BY THE BIDDER

Sl.No.	Items	Price(Rs.)
1.	Basic Menu Breakfast, Lunch, Snacks and Dinner	
2.	Per student/Day	
3.	Taxes	

I hereby agree to provide and serve the items mentioned in Annexure V as per the rates quoted above by me and as per the terms and conditions mentioned in Tender.

Rates should be filled in Words & Figure

Date:
Place:

Signature of the bidder with Name & Seal