

## SHORT TENDER NOTICE



### **TENDER DOCUMENT FOR “PROVIDING CATERING SERVICES THROUGH STUDENT MESS (BOYS & GIRLS) OF CIPET :CSTS - RANCHI**

निविदा प्रकाशन की तिथि	25.02.2021 (Thursday)
निविदा जमा करने की अंतिम तिथि	04.03.2021 (2.00PM)
प्री बिड मीटिंग	01.03.2021 (3.00PM)
तकनीकी बोली खोलने की तिथि	04.03.2021 (3.00PM)
वित्तीय बोली खोलने की तिथि	04.03.2021 (5.00PM)

CIPET: कौशल और तकनीकी सहायता केंद्र (CSTS), हेहल, रांची - 834005, झारखंड।

फोन नं .: + 91-651-2511118/ 8521420012

ईमेल: cipetranchi@gmail.com

## **NOTICE INVITING TENDER**

Dear Sir/Madam,

Sealed tenders under two bid system i.e. technical bid and finance bid are invited by the undersigned from agencies/firms/companies/cooperatives having the relevant experience of providing the operational service for running the hostel mess for around 50+ students on a fixed cost basis per student per month for providing meals as per Annexure-.... for students residing in different hostels of this institute. The details of tender documents along with terms and conditions may be downloaded from the Institute's website [www.cipet.gov.in](http://www.cipet.gov.in) and can be submitted to the office of the undersigned up to 04.03.2021 till 2.00 PM, either by Registered or Speed post or by hand, along with Demand Draft of ` 1180.0/- (Non-refundable) in favor of Director, CIPET CSTS Ranchi, payable at Ranchi. Agencies submitting tender by downloading the tender document from the website should submit the cost of tender form by cross demand draft for Rs 1180.00 (non-refundable) along with their bid failing which their bid will be rejected. Tender received will be opened on 04.03.2021 at 3:00 PM/ 5.00 PM in the presence of the authorized representative of Tenderers, if any, at CIPET CSTS Ranchi.

1. Sealed Tender (Online – Two bids) are invited for "Providing Catering Services through Student Mess of CIPET CSTS Ranchi" on Rate Contract.
2. The Bid shall comprise of single envelopes (one containing the Technical Bid in envelope and the other the Financial or Price Bid in another envelope) to be submitted simultaneously under one main envelope.
3. The contract will be initially for a period of one year which may be renewed on negotiated terms & conditions annually for further period of two years (one year at a time) by CIPET CSTS Ranchi depending on requirement of the Institute and performance of the vendor/contractor/service provider. CIPET CSTS Ranchi reserves the right to select up to two vendors for both of its messes.
4. Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s), director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable for rejection.
5. The tender shall remain valid for 120 days from the tender due date.
6. If a bidder withdraws or modifies the offer within this period, his tender shall be cancelled and 100% (hundred percent) of the Earnest Money deposited shall be forfeited. In exceptional circumstances, the Institute may request the bidders consent for an extension of the period of bid validity. A bidder may, however, be at liberty to refuse the request without risking forfeiture of his earnest money. A bidder agreeing to extend the validity of bid will not be allowed to modify his bid.
7. The bidders are advised to refrain from stipulating any conditions, rebates etc. in violation of the terms of the tender. The Institute reserves the right to reject such tenders in which conditions of rebate is stipulated, without assigning any reason thereof.
8. The bidders, having represented the organization should have the required professional skills, and personnel and technical resources, to provide the services on the terms and conditions set forth in this tender document. The bidder shall not use these documents for purposes unrelated to this contract without the prior written approval of the Institute.
9. The bidder is expected to examine all instructions, forms, terms and conditions (specifications) in the bidding documents. Failure to furnish all information required by the bidding documents will be at the bidder's risk. Tenders not complying with tender conditions and not conforming to tender specifications will result in the rejection of its bid without seeking any clarification.

10. Anyone or more of the following action/commission/omission are likely to cause summary rejection of the bid:
  - a. Any bid received by any mode whether by physical delivery, courier, or through post shall not be accepted.
  - b. Any bid not accompanied by required Earnest Money Deposit (EMD) and Tender Fees. EMD has to be submitted by all the bidders. MSME exemptions shall not be allowed.
  - c. Quotations from bidders without Tender Fee.
  - d. Any conditional bid.
  - e. Any bid in which rates have not been quoted in accordance with the specified formats/details as specified in the Bid Document.
  - f. Any bids received without latest self-attested Income Tax documents (i.e. ITR-V) for the financial years 2020,2019,2018.
  - g. Any effort by a bidder to influence the Institute in bid evaluation, bid comparison or Contract award decision.
  - h. Any bid received with period of validity shorter than 120 days.
11. The tender documents are of Thirty Eight (38) pages.
12. Mess service should be provided at the designated places of CIPET CSTS Ranchi without any extra charge.
13. No escalation in respect of materials, labour, freight etc will be allowed in any shape.
14. No accommodation for the staff will be provided.
15. Further a declaration should be furnished in regard to litigation. If there is any case pending in the court of law it should be clearly mentioned.
16. A bidder who submits more than one bid shall be disqualified.
17. Amendments to the Tender: Tender inviting Authority reserve the right to amend the tender wherever it is felt that such an amendment is necessary. Amendment to the Tender will be uploaded on the website of the CIPET and it is the sole responsibility of the tenderer to verify the amendments if any and get the amendment documents before the submission of the tender.

**सेंट्रल इंस्टीट्यूट ऑफ पेट्रोकेमिकल्स इंजीनियरिंग एंड टेक्नोलॉजी (CIPET)** (जिसे पहले सेंट्रल इंस्टीट्यूट ऑफ प्लास्टिक इंजीनियरिंग एंड टेक्नोलॉजी (CIPET)) के नाम से जाना जाता था) की स्थापना 1968 में भारत सरकार ने चेन्नई में यूनाइटेड नेशंस डेवलपमेंट प्रोग्राम (UNDP) की सहायता से की थी। इस विशेष संस्थान की स्थापना का मुख्य उद्देश्य प्लास्टिक इंजीनियरिंग और प्रौद्योगिकी के विभिन्न विषयों में जनशक्ति का विकास करना था क्योंकि देश में कोई समान संस्थान अस्तित्व में नहीं था। अंतर्राष्ट्रीय श्रम संगठन (ILO) ने निष्पादन एजेंसी के रूप में कार्य किया। 1968 और 1973 के बीच शुरुआती परियोजना अवधि के दौरान, संस्थान ने परिकल्पित लक्ष्यों को प्राप्त किया और दुनिया भर में लागू सबसे सफल UNDP परियोजनाओं में से एक के रूप में मूल्यांकन किया गया। आज CIPET, रसायन और उर्वरक मंत्रालय, भारत सरकार के तहत उच्च और तकनीकी शिक्षा के लिए एक प्रमुख शैक्षणिक संस्थान है। CIPET पूरी तरह से प्लास्टिक के सभी क्षेत्रों में समर्पित है: - डिजाइन, सीएडी / सीएएम / सीईई, टूलिंग और ढालना विनिर्माण, उत्पादन इंजीनियरिंग, परीक्षण और गुणवत्ता आश्वासन। पॉलिमर और संबद्ध उद्योगों की जरूरतों को पूरा करने के लिए देश भर में फैले विभिन्न स्थानों से CIPET संचालित होता है।

**CIPET: CSTS - रांची की स्थापना वर्ष 2017** में झारखंड और अन्य निकटवर्ती क्षेत्रों में प्लास्टिक और संबद्ध उद्योगों की जरूरतों को पूरा करने के लिए की गई थी। यह संस्थान रांची में भगवान बिरसा मुंडा की पवित्र भूमि में स्थित है और प्रशासनिक भवनों, छात्रावास, कार्यशालाओं और अतिरिक्त गतिविधियों के लिए पर्याप्त हरे भरे परिदृश्य के साथ 13.00 एकड़ क्षेत्र में फैला हुआ है और डिजाइन, सीएडी में कला सुविधाओं की स्थिति से सुसज्जित है। / सीएएम / सीईई, टूलिंग, प्लास्टिक प्रसंस्करण, परीक्षण, गुणवत्ता नियंत्रण और निरीक्षण सेवाएं, ताकि प्लास्टिक और संबद्ध उद्योगों की ग्राहकों की आवश्यकताओं को पूरा किया जा सके।

केंद्र की सुविधाओं को भारत सरकार और झारखंड सरकार के संयुक्त समर्थन के माध्यम से आधुनिक बनाया गया है। संस्थान अच्छी तरह से उन्नत सीएडी सॉफ्टवेयर के साथ ऑडियो विजुअल सुविधाओं और कंप्यूटरों से सुसज्जित है। CIPET: CSTS - रांची विशेष रूप से झारखंड राज्य के बेरोजगार / कम / बेरोजगार / वंचित युवाओं के लिए रोजगारोन्मुखी शैक्षणिक कार्यक्रम और कौशल विकास प्रशिक्षण कार्यक्रम प्रदान करने पर ध्यान केंद्रित करेगा। साथ ही झारखंड राज्य में प्लास्टिक और संबद्ध उद्योगों और उनकी वृद्धि के लिए तकनीकी सहायता सेवाएं प्रदान करना हमारी प्रथमिकता है।

CIPET CSTS Ranchi एक स्वायत्त निकाय है और छात्रावास में रहने वाले छात्रों की सुविधा के लिए गड़बड़ी करता है।

यह छात्रों, निवासियों, संकायों, कर्मचारियों और संस्थान में आने वाले आगंतुकों आदि के उपयोग के लिए एकमात्र है, जो मेस सेवा की सेवाओं के लिए भुगतान करता है।

हमारे पास मेस चलाने के लिए कोई अलग फंड नहीं है। उपयोगकर्ताओं द्वारा मेस शुल्क का भुगतान किया जाता है।

CIPET CSTS Ranchi मेस ठेकेदार से मेस गतिविधियों के स्मूथ फंक्शनिंग के लिए लिखित अनुरोध पर मेस चार्ज के संग्रह की सुविधा प्रदान कर सकती है। पेमेन्सट में देरी के लिए सिपेट रांची को इस तरह की सुविधा के लिए जिम्मेदार नहीं ठहराया जा सकता है।

**A. SCOPE OF WORK:**

1. The Institute requires contractor(s) to run Mess Services at CIPET CSTS Ranchi on subsidized rates as fixed by the Institute to cater for the needs of the students, residents, faculties, staff and visitors attending the Institute.
2. To fix the menu in consultation with the committee of the Institute from time to time.
3. Strict adherence to the timings, menu and prices of extra items will be made as determined by the Committee in consultation with the Caterer.
4. The strength of mess members is expected to be 50+ during the year. During the summer and winter vacations, mess shall remain closed, unless prior agreement is reached between the Committee and the Caterer. No extra charge shall be paid during such vacation.
5. Contractor may have to collect mess charges directly from students, residents, faculties, staff and visitors attending the Institute. The Contractor shall collect the guest charges directly from the students / guests who are not registered for meals in the respective hostel. The Institute will not be responsible for any losses to the Contractor incurred from non-payment of these charges.
6. CIPET CSTS Ranchi may facilitate collection of mess charges on written request from contractor. The payment for bills, then, shall be released as per realization of mess charges from the concerned to the contractor. The Institute will not be responsible for any losses to the Contractor incurred from non-payment of these charges.
7. The Contractor is required to employ a Mess Manager to liaise between the students and the Hostel and Institute Authorities and an adequate number of mess workers/attendants for effective functioning and arrangement of the mess.
8. The Contractor must employ only female kitchen and mess workers in the Girls' Hostels.
9. The contractor will provide necessary facilities such as dining tables, chairs and utensils (serving plates, glasses, spoons etc.) and contractor has to take over other items from respective warden of the hostel and same should be handed over to the respective warden after completion/termination of the contract. The items provided by the Institute to the contractor will be in the charge of the Contractor and he / she will be responsible for any damage other than usual wear and tear. In case of any loss or damage, the Contractor will have to replace the lost items / carry out necessary repair, subject to approval and instructions of the Warden.
10. There shall be no repetition of vegetables in Lunch and Dinner and the same must be different in Lunch and Dinner as well as on the subsequent days. (Menu of the vegetable shall be determined by the Hostel Mess & Canteen Management Committee which shall be a provision to change as per need.)
11. Safety measures are to be provided by the Contractor themselves. He should install fire extinguisher etc. at appropriate places to prevent fire hazard.
12. The Contractor will ensure and comply with the provisions of various municipal and other Rules/Regulations/Laws of the Government in respect of wages and other benefits to their employees.
13. The Institute shall not be the party in case any dispute takes place between the Contractor and their employees for what so ever reasons.
14. Contractor shall issue invoice only after approval of attendance from the mess management committee/ CIPET administration.

15. Biometric Verification System for Attendance to install by the Vendor - A biometric verification system will be made available to record the daily headcount. 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 headcount reported by the biometric verification system will be used for calculating the total mess dues.
16. The caterer shall, at his own cost, maintain adequate stock of food grain, grocery, and adhere to the standards of the university. The caterer shall be responsible for proper hygienic storage of all raw materials. The institute shall not be responsible for any losses arising out to maintain stock.
17. For sick students, the contractor shall arrange to serve "sick diet" at their rooms. The sick diet shall be defined and provided by the mess committee to the contractor.

#### **B. ELIGIBILITY CRITERIA:**

1. The applicant should have relevant License(s) validity up to December 2021 to run catering services from concerned Govt. authorities.
2. The applicant should be in a catering business (excluding beverage and snacks services) for a minimum period of three years as on December 31, 2020 to various organizations/institutions.
3. Experience of having successfully run the catering services during the last five years as per following (similar nature of work means the running of the canteens/hostel mess of educational institutions / professional organizations) with capacity of at least 100 persons (per meal) on its dining strength. Bidder should have successfully completed at least four contracts of minimum one year duration for providing catering services in the last two years to be reckoned from the date of opening of bids. To this effect bidder should submit copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number, type and quality of services) ie. Satisfactory completion /performance report.
4. The bidder's average annual financial gross turnover in catering services in the last five financial years, i.e., 2015-16 to 2019-20 (duly audited by the CA) should not be less than Rs. 1.00 crore. Moreover, the firm/company should not be a loss making company in two of the last three years.
5. Financial Solvency Certificate - The bidder should have a solvency of Rs. 15.00 lakh (Rupees Fifteen Lakh only). A certificate to this effect is to be enclosed from the banker.
6. Relationship of key managerial positions (owner/promoters/directors) of the contractor/bidder with key managerial positions of CIPET will debar the contractor/bidder(s) from tendering. A non-relationship certificate must be submitted along with bid.
7. If any bidder/contractor(s) fails to meet any of the above eligibility criteria, he/she will be disqualified.

#### **C. TENDER COST & EMD/BID SECURITY:**

1. The bidder should submit a demand draft of Rs. 1,180/- (Rupees One Thousand One Hundred Eighty only including GST) towards non-refundable tender fee, drawn in favour of "CIPET CSTS Ranchi" payable at Ranchi in a sealed envelope super-scribed as "Tender fee & Tender No. ...." on or before last date & time of submission of bids. In the absence of tender cost & EMD, the tender will be rejected.
2. EMD/ Bid Security: Bidder should furnish an EMD of an amount of Rs.80,000/- (Rupees Eighty thousand only) in the shape of Demand Draft from a scheduled bank in India drawn in favour of "CIPET CSTS Ranchi" payable at Ranchi. This EMD should be submitted in sealed envelope super-scribed as EMD & Tender No. "....." on or before last date & time of submission of bids. In the absence of

tender cost & EMD, the tender will be rejected. In the event of the awardee bidder backing out, EMD of that bidder will be forfeited.

3. Unsuccessful Bidders' EMD/Bid Security will be returned to them without any interest, after expiry of the Bid validity period, but not later than thirty days after conclusion of the resultant contract. The earnest money of Successful Bidder's will be returned without any interest, after receipt of performance security from that Bidder.
4. The amount of EMD is liable to be forfeited, if the tenderer withdraws from the offer after submission of the tender or after the acceptance of the offer and fails to remit the Performance Security Deposit.

#### **D. OPENING OF TENDER**

1. Authority reserves the right to accept or reject any or all bids without assigning any reasons.
2. Authority also reserves the right to reject any bid (including the highest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
3. Technical bid submitted will be opened as per mentioned in critical date sheet in the Office of the Director, CIPET CSTS Ranchi in the presence of tender opening committee (Bid openers). The bidders or their authorized representatives may also be present during the opening of the Technical Bid, if they desire so, at their own expenses. The documents submitted in the technical bid will be evaluated by the Committee. The bidders fulfilling the eligibility criteria mentioned in the tender will be considered for further process of tender. The bidders who do not fulfil the eligibility criteria will not be considered for further evaluation.
4. Technical bids of only those bidders who have submitted cost of tender documents & Bid Security as per terms of tender will be opened.
5. The date and time of opening of Financial bids shall be informed to all such Tenderers who qualify in technical evaluation. The tenderer's representative may choose to attend the opening of financial bids.
6. The tender inviting authority will not be held responsible for any delay in the receipt of the Bank Draft or any delay in the receipt of the document by the tenderer including loss of the document in transit or delay in obtaining any document/ certificate or on any other account / No extension of the date and time for the submission of the documents will be given for any such delay.
7. The tender inviting authority may extend the last date for submission of tender by issuing an amendment. In such case all the rights and obligations of the Tender Inviting Authority and the Tenderers previously subject to the original due date for submission will be then be subject to the new date for submission.

#### **E. EVALUATION OF TENDERS**

1. The committee constituted by the CIPET CSTS Ranchi shall evaluate the Technical Bids with reference to technical requirements and various other commercial criteria given in the Tender Document. All eligibility conditions have to be satisfied on the date of submission of bid and not later.
2. The bid of the bidders who submit their bid in proper format and the required EMD & tender cost on or before closing the bid submission time will be evaluated. The bids of the non-conforming bidders shall be rejected without further evaluation.
3. Any conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder and shall not be evaluated.

4. CIPET CSTS Ranchi may seek such clarification/information/document as may be required for it to satisfy the eligibility of the bidders. Failure on the part of the bidder to submit such information within the stipulated time, may entail cancellation of the bid of such bidder.
5. The Technically qualified bids shall only be further considered for opening and evaluation of financial bids.
6. The successful bidder will be the one who emerges L1 of responsive bids. In case, the two or more firms offer the same rates, such firms shall be asked to submit sealed revised offer but the revised quoted rates should not be lowest than their respective original rate quoted already at the time of submission of tender. The tender shall be decided on the basis of revised offer.
7. At any time prior to the date of submission of bid, for any reason, either of its own or in response to a clarification from a prospective bidder, modify the bidding documents by an amendment / corrigendum. Any such amendment / corrigendum will be duly notified through the Institute's website/ notice board. Prospective bidders are advised to check the Institute's website every now and then for any amendment / corrigendum. In order to provide reasonable time to take the amendment into account in preparing the bid, CIPET CSTS Ranchi may extend the date and time for submission of bids.
8. The acceptance of the quotation will rest solely with the Director, CIPET CSTS Ranchi, who, in the interest of the Institute, is not bound to accept the lowest quotation and reserves the right to reject or partially accept any or all the quotations received without assigning any reasons.

**F. AWARD OF CONTRACT:-**

1. CIPET CSTS Ranchi may award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
2. The Notification of Award shall constitute the conclusion of the Contract.
3. Execution of the agreement on Rs.1,000/-(Rupees one thousand only) Stamp Paper within 15 days of the receipt of award letter.
4. It is the responsibility of the bidders to read all terms and conditions of the documents or bids before entering in to an agreement for running mess at CIPET CSTS Ranchi.
5. RIGHT OF THE OFFICE TO ACCEPT OR REJECT THE BIDS: CIPET CSTS Ranchi reserves the right to accept/reject any or all the BIDs received without assigning any reason whatsoever. The BIDs, in which any of the particulars and prescribed information is missing or is incomplete in any respect and/or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected. BIDs, not meeting the BID evaluation criteria as stipulated in the document shall be summarily rejected.

**G. PERFORMANCE SECURITY/ SECURITY DEPOSIT:**

1. The successful bidder shall deposit interest free performance security / security deposit of Rs. 1,00,000/- (Rupees one lac only) within 15 days from the date of receipt of the letter awarding the contract.
2. Failure of the successful Bidder in providing Performance Security/security deposit, Bidder will be liable for forfeiture of its bid security and, also, for further actions by CIPET CSTS Ranchi against it as per CIPET CSTS Ranchi norms and other administrative actions as deemed fit by the CIPET CSTS Ranchi.

**H. PERIOD OF CONTRACT:**

1. The contract will be initially for a period of one year commencing from the date of signing the contract, extendable for another year subject to satisfactory job execution. However, in normal circumstances the Agreement is terminable by giving 30 days notice in writing by either party to the agreement.



**I. PAYMENT TO CONTRACTOR ( Subject to request from Contractor to collect fee from users/ students):**

1. Committee/ CIPET CSTS Ranchi, shall pay the agreed amount on production of monthly bill (in duplicate) to be generated after approval of attendance by mess management committee/ administration for the amount due towards services rendered during the preceding one month. The monthly bill shall include supporting documents, satisfactory performance certificate from Hostel/Mess Committee/ Hostel Warden along with documents verifying payment by the agency to its employees in the previous month. No other charges of any kind shall be payable. No advance payment shall be made to the Agency. There would be no increase in rates payable to the Agency during the Contract period. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
2. Monthly payment will be made to the contractor within a month in one installment after the submission of mess bill as state above in 1 through RTGS duly certified by concerned officer. The Contractor shall submit monthly mess bills to respective Wardens before the 5th day of every month. 100% payment will be made from date of acceptance of the verified bill including all the supporting documents as required and mentioned above in point 1 by the Wardens. Bills shall be also displayed for students to check. Corrections, if any, will be adjusted with the bills. It will be the sole responsibility of contractor to produce verified attendance, documents, certificate, coupons, etc with bills.
3. Similarly, as and when faculty/staff/visiting faculty avail Mess/mess services, such charges should be collected by the tenderer directly, and the Institute shall not be responsible for the same.
4. The selected Agency/Contractor (Contractor) will have to pay taxes/income tax on contract amount as applicable. If any additional rates/taxes/income tax has to be paid, that shall be borne by the Agency/Contractor, otherwise it shall be deductible from his payments.
5. These conditions will also form part and parcel of the agreement to be executed with the successful Agency/Contractor. With mutual consent between the CIPET CSTS Ranchi and the Contractor any other point can be included in the agreement at the time of its execution.
6. The Contractor shall be responsible for the deposit of his employee's and employer's share of statutory contributions to the ESI/EPF, EDLI, if applicable at his own level and maintenance of such records as per rule. The contractor should be responsible for linking of UAN's and transfer & issue the ESIC card to employee, if any.
7. The Institute in any situation will not be under any obligation to pay compensation or make the payment for which services are not rendered.
8. In case of breach of any substantial terms and condition of the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited, beside immediate termination of contract or other lawful action that may be taken against the Contractor.
9. The mess will normally be operational for at least 10 months in a year. No payment shall be made to the contractor or to its employees when the mess is closed. The mess may be closed during the vacations and/or any guideline issued by govt/ administration and/or at the discretion of the institute. The actual dates of these vacations/closer are decided well in advance and are readily available in the institute academic calendar/ notice board. The decision of the CIPET regarding the running of a 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.
10. The contractor shall compulsorily submit the proofs of payments towards PF, ESIC and Service Tax (if applicable) dues of the previous month for claiming subsequent month's payment.

## **J. CORRUPT OR FRAUDULENT PRACTICES:**

1. It is required by all concerned namely the Bidders to observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the CIPET CSTS Ranchi: -
  - a. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
  - b. Will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the CIPET CSTS Ranchi if it at any time determines that the firm has indulged in corrupt or fraudulent or collusion or coercive practices in competing for, or gross/deliberate negligence in executing the contract.
  - c. SAI reserves the right not to conclude Contract and in case Contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, Bid Security/Performance Security (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.

## **K. RULES PERTAINING TO FOOD:**

1. Adequate Salad will be provided during lunch and dinner. It will comprise of lemon, green chillies (both raw and fried). Either tomato or onion must be there in the salad. It will also contain any two of the following in every meal: cucumbers, beetroots, carrots and radish except when Groundnut, Corn, Sprouts, Minced or Cabbage Salad is being served. The choice of salads is completely with the Mess council irrespective of their rates in the market.
2. Mouth freshener (Fennel seeds and sugar) and Pickle to be provided with every meal.
3. The composition of a vegetable item should be exactly as specified by the council. E.g. if the council requires that onion or potato should not be mixed to an item, then it should be strictly followed.
4. Seasonal drinks must be served in the mess as per requirement given by the mess committee.
5. Raita to be served when dishes like Biryani is served. Plain rice has to be served in addition when there is biryani or pulav.
6. Ketchup, Butter, Jam (of mention brands), Curd and Chutney has to be provided along with all dishes which need them and as decided in the menu.
7. Caterer should provide special Dinner or Lunch on occasions like festivals for eight to ten days in a year, as decided by the mess committee, at no extra cost. Tea parties(once a semester) and regional food festivals should be organized occasionally at no extra cost, as decided by the mess committee. Sample Special dinner menu could include: 2 starters (veg+non-veg), 2-sabji, sweets(2pcs or 1 pc of two different sweet or equivalent/ice-cream etc.), dal, rice, drinks, papad, salad etc. Non-veg can be served as well, as extras. One sweet dish shall to be served on the festival days (The list of festival days to be decided by the mess council).

Note: This is just a sample format menu, changes are possible based on decisions of mess committee. There is possibility of serving limited non-veg with no extra cost as well, if some items from menu are removed by council.

8. In case a special event is organized in the hostel for which food is arranged from another caterer/restaurant, the students will get a discount corresponding to food charges for that meal. This is expected to happen no more than once a month. Cost decided in consent with mess council.
9. Special food on days of fasting should be served, as decided by the mess council, at no extra cost. The cost of only one meal (Dinner) will be levied on the students taking this facility.
10. Food should be served and maintained warm at all times.

11. Paper napkin should be provided when fried food is served. Butter paper should be used to keep the fried items.
12. No use of Dalda / Vanaspati Ghee is allowed unless council explicitly gives written consent for the same, with approval from the Warden.
13. Different quality of rice should be used for Biryani and normal rice.
14. Water should be served on the tables and filled salt dispensers must be available on the table at all times.
15. Cleanliness of the dining area to be maintained by the caterer at all times.
16. Curd to be served with Parathas at all times.
17. Curry Maggi/ Poha / Maggi and Tea /Coffee should be served in disposable plates during End-Semester and Mid- Semester Examination (40-45 Days in a Year) , Or any other snack menu as prepared by the committee.
18. Food should be kept after regular time if mess committee requests to do so.
19. The performance of manager as per his skills to manage staff and students would be judged by the mess committee. The manager would be allowed to continue only if the mess committee is satisfied with his/her performance. The contractor would otherwise have to arrange for another manager.
20. Jain Food/ etc and Boiled Food must be served as per requirement, which is to be decided by the mess council on separate counters.
21. Pest control in the Kitchen area, Dining area and the Storage area should be carried out through licensed agencies at least once a month by the caterer. In case if the hostel council contacted and paid the pest control agency, full amount of the Pest control contract should be reimbursed to hostel.
22. In case the mess is closed on any occasion or for pest control then special dinner / lunch shall be provided, in lieu of the missed meals, at no extra cost, if mess council requests. For every two pest control there would be one special Dinner/lunch.
23. Caterer should use fresheners regularly in mess dining, kitchen and washing area to avoid foul smell.
24. The Contractor and his/her workers must behave politely with the students and Authorities.
25. Adducing reasons like strikes, non-availability of raw material etc. shall not be entertained. Non-fulfillment of the contract on any grounds will result in forfeiture of part or whole of Security Deposit /Earnest money deposit amount. The Institute also reserves the right to debar such tenderer/ Canteen Contractor from future tenders. Besides this the tenderer will also be liable for all damages arising from such default including the cost of conducting fresh tenders and the increase in rates in the subsequent tender and shall compensate for all losses sustained by the institute in this regard. LD charges may also be levied in case of non-performance or poor performance of the contract i.e. goods of FPO, fssai, Agmark etc for maintenance of good quality of food to the students or beneficiaries.

#### **L. QUALITY & HYGIENE TO BE PROVIDED BY THE CONTRACTOR:**

1. The contractor shall procure all food and other items in the canteen of good quality and to the satisfaction of the Canteen/Mess Committee constituted by the Institute. The Canteen/Mess Committee shall have the right to change any brand of material supplied/used for cooking.
2. The food shall be cooked, stored and served under hygienic conditions. The contractor shall ensure that only freshly cooked food is served and the stale is not recycled. Stale food shall be removed from Canteen

premises as soon as possible. Un-refrigerated cooked food, not consumed within three hours in summer months and six hours in winter months, shall be deemed to be stale and unfit for consumption.

3. The food preparation shall be wholesome and shall generally cater to the taste of the employees/students.
4. The oil that remains from deep frying at the end of the day shall have to be disposed off and shall not be recycled for the purpose of cooking again.
5. The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard.
6. The utensils shall have to be maintained sparkling clean at all time.
7. All utensils shall be sterilized each morning before serving any item.
8. The contractor shall pay special attention to maintain the Canteen neat and tidy at all times. For this purpose, the Canteen shall be cleaned thoroughly after each meal regularly by the employees of the contractor.
9. The contractor shall ensure that only hot food is served to the students/employees. Complaint, if any, in this regard shall be viewed seriously.
10. The contractor shall ensure that sufficient man power is deployed at all times for preparation and serving each meal including cleaning, washing and overall upkeep of Canteen assets and premises.
11. The contractor shall also ensure proper room services for the CIPET Ranchi officials as and when required.
12. The contractor should supply the items at the rates fixed on finalization of tender for the items listed.
13. The Approved rate list should also be displayed at CIPET Ranchi Canteen mandatorily.
14. The contractor should also follow the brand of raw material as listed in Annexure '1'.

**GENERAL TERMS AND CONDITIONS: -**

1. The contract shall remain valid for a period of One year from the date of its commencement. The contract can be further extended on the same terms and conditions on yearly basis up to 3 years, the rights of which is reserved by CIPET Ranchi.
2. Contractor shall accept terms and conditions mentioned in this tender.
3. The Contractor will be required to pay to the Institute electricity charges on actual basis, for which sub-meters shall be installed. Out of the total bills received by the Institute for electricity consumption, the amount in respect of the units consumed by the Contractor shall be paid by him to the Institute as per average rate of unit consumed by the campus.
4. Refilling of the commercial gas connections will be borne by the contractor.
5. Failure to supply any item at the indicated cost shall be considered a breach of contract and invite action.
6. Packaged goods should not be sold more than MRP. In case any bidder is quoting higher amount, the fixed rates shall prevail.
7. Also, vendors shall use recyclable / reusable plates & cups to avoid usage of plastic. Items to be sold in Canteen as per approved list only.
8. The Tenderer will have to enclose D.D. of Earnest Money Deposit with Technical Bid which will be refundable to unsuccessful bidders. The Tenderer shall also give an undertaking specifically agreeing to all tender conditions failing which his financial bid shall not be opened. No interest shall be payable for EMD kept with the Institute.
9. CIPET shall be entitled to take over possession of the premises after expiry of 24 hrs notice with no further correspondence. However, any case of default will be pointed out in writing to him as and when it comes to the notice to enable him to correct and rectify his mistake.
10. Tender shall be submitted in official tender form only, if submitted in any other format the same shall be summarily rejected. No Tenderer shall be issued more than one tender form.
11. The schedules issued with the form of tender listing the menus etc. for Canteen services to be rendered, must not be altered by the Tenderer. Any modifications/alterations of the rate schedules considered necessary by the Tenderer should be in the separate letter accompanying the tender. No paper shall be detached from the tender.
12. The name and address of the Tenderer with rubber stamp shall be clearly written in the space provided and no overwriting, corrections, insertion shall be permitted in any part of the tender unless duly countersigned by the Tenderer. The tender should be filled in and submitted in strict accordance with the instructions laid down herein otherwise the tender is liable to be ignored.
13. The tender is liable to be ignored if complete information is not given therein or if the particulars and data (if any) asked for in the Schedule to the tender are not filled in.
14. Individual signing the tender or other documents connected with the tender must specify whether he signs as:
  - a. A sole proprietor of the concern or constituted attorney of such sole proprietor.
  - b. A partner of the firm if it is a partnership firm, in such case he must have authority to execute contracts on behalf of the firm by virtue of partnership agreement or by a power of attorney duly executed by the partners of the firms.
  - c. Director or Principal Officer duly authorized by the Board of Directors of the company.

- d. In case of above a copy of the partnership deed or general power of Attorney, in either case attested by a Notary Public should be furnished or an affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of Attorney should be furnished. The attested copy of the certificate or registration of firm should be attached along with the tender. In case of partnership firm, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by all the partners of the firm. In case of 17 (C) above the person signing the tender should be authorized by a resolution passed by the Board of Directors and a copy of the resolution attested by the Principal Officer should be attached.
15. The EMD of successful Tenderer can be converted as a part of security deposit upon request and the EMD of unsuccessful Tenderer will be refunded without interest on or before the 90th day after the award of the contract. The unsuccessful bidder has to apply for refund of EMD in the official letter of the firm requesting release of EMD amount without interest.
16. Telegraphic/fax or conditional tender will not be considered.
17. CIPET CSTS RANCHI's decision that a breach has occurred will be final and shall be accepted without demur by the contractor.
18. If at any time during the period of contract, it comes to the notice of the CIPET CSTS RANCHI that the Agency has misled the CIPET CSTS RANCHI by way of giving incorrect/false information, which has been material in the award of Contract to him/her, the contract shall be liable for termination besides other legal action which may be initiated against the Agency or the owner /partners/directors or any person responsible for the affairs of the Agency under law.
19. The contractor will have to provide a list of workers who will be working at CIPET CSTS RANCHI Campus and provide complete details about them. The contractor will also provide police verification and medical report of all his/her workers working within CIPET CSTS RANCHI Campus.
20. The contractor will have to submit an affidavit at the time of signing the agreement indicating that all employees of the contractor will be paid the minimum wage as per Minimum Wages Act of the Central Government.
21. Contractor may have to serve foods/refreshments from time to time as per requirement of the Institute during various events/programmes against extra payment on actual.
22. Contractor shall abide by all laws of the land including labour laws (ESI, PF, Bonus, Income Tax, Service Tax or any other extra taxes levied by the Govt.) companies Act, Tax deduction liabilities, welfare measures of its employees and all other obligations of the region and also those Laws which are not essentially enumerated and defined herein. Any such claims at a later stage shall be the exclusive responsibility of the Contractor and it shall not involve the centre in any way whatsoever.
23. The contractor will also submit a medical certificate on half yearly basis that all his/her employees handling food are not having any contagious diseases.
24. The contractor will ensure that neat and clean clothes and aprons are used by his/her employees handling food at all times. Every employee so appointed by the contractor shall wear the prescribed uniform. The said uniform shall be provided by the contractor at his own cost. The Canteen workers will bear the Identity Card issued by CIPET CSTS RANCHI, Srinagar Centre during the working hours.
25. The contractor shall not be allowed to keep his/her employees inside CIPET CSTS RANCHI Canteen between 10:30 P.M. to 5:00 A.M. on any day. Essential staff will be provided separate accommodation based on availability.

26. The Canteen shall remain open from 8:30 A.M. to 09:30 P.M. from Monday to Sunday (including Local/National Holiday) on all working days. However, depending on the exigencies, the contractor may be required to keep the Canteen open or close as per requirement of CIPET CSTS RANCHI.
27. The contractor will occupy the space earmarked for canteen and kitchen and shall not occupy the adjacent verandas and open space.
28. The contractor will ensure that his/her employees do not loiter around in the campus. In case of any loss to CIPET CSTS RANCHI caused by the employees of the contractor, the contractor will be responsible.
29. CIPET CSTS RANCHI reserves the right to instruct the contractor to remove any person deployed by the contractor without assigning any reason or notice.
30. The contractor will ensure high standard of cleanliness, hygiene and sanitation in the kitchen and canteen. The contractor will make the arrangements for keeping all eatables in covered showcase, free from flies and insects. Adequate number of dustbins will be provided by the contractor to ensure proper disposal of garbage. There should not be any littering of unused food or any other articles within the canteen. The contractor will also ensure that no used utensils viz Cups, plates are lying in the CIPET CSTS RANCHI campus and these should be removed immediately and frequently.
31. Contractor shall ensure daily removal of canteen garbage from the canteen premises. However, before the garbage is taken out for disposal, the Security Supervisor would need to check it physically in order to ensure that the material being disposed does not contain any useful items.
32. The contractor will ensure that the cooks have proper shave and clipped nails while cooking food and should wear apron and head gear.
33. The contractor will ensure that the cooked and uncooked food is stored properly and no stale food is served. In case of any food poisoning, the contractor will be held solely responsible and will be penalized besides legal action.
34. The raw materials used for cooking can be checked by the Canteen/Mess Committee at any time and if substandard/unauthorized materials are found, the contractor will be penalized at the discretion of CIPET CSTS RANCHI and contractor will have to abide by it. The penalty will include at least Rs.5,000/- per occasion in case if it is found using sub-standard material.
35. The contractor will be required to display the Menu and rate list of all the food articles, soft drinks, tea, coffee and juice etc. sold in the canteen.
36. The contractor should have sufficient equipment & crockery and other items normally required to cater to at least 150 persons at a given time. He should have sufficient utensils, crockery and other infrastructure to provide the service and also for Buffet Lunch/High Tea, as and when required.
37. The contractor should take all safety measures (including fire) while running canteen. He will keep a First-Aid box for the persons deployed to work in canteen.
38. The contractor shall not deploy minor / child labour for the Canteen work. The contractor shall abide by all laws of the land including labour laws, Tax deduction liabilities, welfare measures of its employees and any other statutory obligations.
39. In the event of unsatisfactory services rendered by the contractor, the contract may be cancelled by the CIPET CSTS RANCHI. Monetary fine as penalty @ Rs. 1000/- per day will be imposed for every default during the period of contract. If the services do not improve within 03 working days, a monetary fine as penalty of Rs. 5,000/- per day will be imposed for the defaults and this will have to be paid by the contractor within a week on receipt of communication from the CIPET CSTS RANCHI, failing which it will be adjusted against the Security Deposit.

40. No responsibility will be taken by the CIPET CSTS RANCHI for credit sales to students, staff, employees and others, losses or pilferage.
41. No legal right shall vest in the contractor's workers to claim employment or otherwise absorption in CIPET CSTS RANCHI, nor the contractor's workers shall have any right whatsoever to claim the benefit and/or emoluments that may be permissible or paid to the employees of CIPET CSTS RANCHI. The workers will remain the employees of the contractor and this should be the sole responsibility of the contractor to make it clear to his/her workers before deputing them to work at CIPET CSTS RANCHI.
42. The contractor shall not engage the services of any sub-contractor or transfer the contract to any other person. If, it is found at any time that the contractor is unable to provide the canteen services and has sub contracted to any other party, the CIPET CSTS RANCHI has right to terminate the contract and to forfeit all security deposits.
43. Firms submitting tender would be considered to have read & accepted all terms & conditions. No enquiries verbal or written shall be entertained in respect of acceptance or rejection of the tender. The bidder shall in a separate sheet disclose the details of the partners/directors etc. which shall be enclosed with technical bid.
44. The bidder should indicate the names of the firm/firms along with location where they are currently having business with them and which can be seen by the CIPET CSTS RANCHI Officials. A satisfactory report issued by such organization/s must be enclosed with the bid.
45. The contractor shall make good all damage/loss which may be caused by any act or default of the contractor, his agents or servants or workers to any property of the Institute. The CIPET CSTS RANCHI reserves the option to make good the damage or loss by charging the contractor with the expenses.
46. In case of the breach of the terms of the agreement, security deposit of the contractor is liable to be forfeited.
47. Without prejudice to right under any other clause of the contract, the CIPET CSTS RANCHI may in the event of any breach of the conditions on the part of the contractor cancel the contract and charge the contractor with any loss arising from such cancellation.
48. All legal disputes shall be subject to jurisdiction of Ranchi court only.
49. The contractor shall inform to the administration department of CIPET CSTS RANCHI any changes of Canteen workers, if required, made by him along with their police verification and medical report.
50. 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 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 payment(s) due to the Contractor while settling his/her bills or from the amount of Security Deposit of the Contractor lying with the Institute.
51. The canteen workers shall be issued Identity Cards bearing photographs. The contractor shall provide sufficient sets of Uniforms and pair of shoes to his employees and shall ensure that they wear them all times and maintain them properly.
52. The Contractor shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.



53. The payment in respect of official meetings/ conference/ hospitality bills of the Institute submitted in duplicate by the Contractor shall be released on receipt basis. Any supply of food items without proper authorization by the designated authority of CIPET CSTS RANCHI will not be paid for.
54. In case contractor takes advance from the student it will be the responsibility of the contractor to adjust/reimburse in case the student do not avail canteen facility during holiday or during his/her leave period.
55. The CIPET CSTS RANCHI authorities would constitute a Canteen/Mess Committee consisting of Officer, faculty, staff and students. The Canteen Tenderer will have to follow instructions of the Committee related to Menu, meal frequency, food quality, cleanliness, health & hygiene service & Canteen timings to suit student's community requirements.
56. The Canteen Tenderer shall also provide various kinds of beverages, snacks and eateries in the canteen at such price/quotes as approved by the Canteen/Mess Committee from time to time. In case of failure, all these items would be served on contractor's account and at his risk by making alternative arrangements, which may please be noted.
57. The Tenderer should visit the campus and the canteen premise to see the infrastructure before bidding. The Tenderer will be provided the space and infrastructure like light fittings, fans, water coolers and water supply. Canteen furniture, kitchen utensils, lights i.e. bulb, tubes etc. can be arranged on monthly maintenance charge basis.
58. The Tenderer will maintain daily served menu list in proper register and may be certified daily by canteen/Mess committee member authorised for the purpose.
59. In case of student's sickness, hospitalization, etc., the Tenderer shall supply the food in Tiffin at student's hostel as per the recommendations of the authorities without any extra charges.
60. CIPET CSTS RANCHI shall not provide any consumable or non-consumable items including raw materials at the canteen for the purpose of Canteen. And the Contractor shall maintain the equipment's provided by the CIPET CSTS RANCHI in good working condition (as per list of inventory enclosed) and would be responsible for damages caused. He will carry out the repairs without any delay to avoid interruption in services and cost of repairs shall be born fully by the contractor. On termination of agreement, Tenderer will hand over all such equipment / articles in good working condition back to CIPET CSTS RANCHI. 81. CIPET CSTS RANCHI shall provide a list of normal holidays and students vacations in each semester to the Tenderer for assessing and providing Canteen services to the hostellers residing during holidays and vacations.
61. It shall be compulsory for the Canteen Tenderer to take the following hygiene and cleaning measures : (a) Cleaning the kitchen area twice a day, including the storeroom, (b) soaking the vessels in hot water at the end of the day, (c) Crockery to be washed with hot water using detergents, (d) thorough cleaning of refrigerators, bottle-coolers and water coolers, once a week, (e) Periodic spraying of insecticides, (f) food quality (g) maintain latest standards of health & hygiene (h) Cleaning the dining tables with detergent and water at the end of the day, (i) Thorough cleaning of wash basins with detergent at the end of the day. In case of failure the contractor will liable for legal actions as per the provisions of J& Food safety Rules and other various Act, applicable in this respect.
62. Tenderer shall not sell any cigarette, bidi, pan, alcohol etc. in the canteen and in the CIPET CSTS RANCHI premises, if anyone is found indulging in these activities; the person shall be asked to leave the campus immediately and the Tenderer shall be liable to lose the contract for breach of this condition.
63. The Tenderer shall make adequate arrangements to serve tea/coffee/cold drinks, etc. to faculty & staff twice a day (in the morning and afternoon) at their work-place without any additional charge. The Tenderer shall also make arrangements to serve snacks/ tea/coffee/cold drinks etc. in the official meetings and conferences.

64. The Tenderer shall ensure that either he himself or one of his responsible supervisors remains present during breakfast/lunch/dinner services to the students.
65. The Tenderer shall bring their own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs, etc., in sufficient quantity as needed to maintain the canteen/mess services, in addition to what is provided by CIPET CSTS RANCHI.
66. The Tenderer shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Institute immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
67. During summer/Winter breaks, caterer will depute staff (02 cooks and 3 waiters) to cater the officers and staff members of CIPET CSTS RANCHI without any additional cost.
68. Caterer will maintain at least 5 dozens of decent quality crockery set to serve tea/coffee/food to CIPET CSTS RANCHI management, for all official meetings. Caterer should depute at least 2 waiters during such meetings.
69. Whenever there is any occupancy in the CIPET CSTS RANCHI's guest house, one person from the caterer will attend the guest.
70. The Tenderer shall not keep the canteen closed without prior permission from the CIPET CSTS RANCHI authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by CIPET CSTS RANCHI, as it may deem fit.
71. The contractor shall provide adequate numbers of worker/staff to facilitate serving of Tea/Drinks/Refreshments in Admin & Academic blocks.
72. The contractor shall provide adequate numbers of workers/staff to catter to various meetings/ functions etc in the campus.
73. The Contractor shall not employ any mess worker whose track record is not good. He / She should not have been involved in any crime / offence / police case.
74. The Contractor shall have to make arrangements for providing additional items which are not included in the mess menu in consultation with the Hostel Management, Chief Warden, Wardens and Hostel Committees, if such need arises, on additional payment basis.
75. It shall be the duty of the Contractor and his/her workers to see that mess utensils, plates, tumblers, spoons, bowls, etc. are not taken outside the mess hall or to the students' rooms. The Institute will not entertain any complaint of loss of such items.
76. The Tenderer will maintain daily served menu list in proper register and may be certified daily by canteen/Mess committee member authorised for the purpose.

I have read and understood all the Terms & Conditions of the Tender and hereby undertake to abide by same.

Signature of the Contractor

Name of the Contractor \_\_\_\_\_

(Full signature of the Tenderer with seal of the Agency)

### **SPECIAL TERMS AND CONDITIONS OF CONTRACT**

1. Visit to the Place & Work: Bidders are advised to visit and acquaint themselves with the area where such services are required and its operational requirements. The cost of such visit shall be borne by the Bidder. It shall be deemed that the bidder has undertaken a visit to the CIPET CSTS RANCHI and is aware of its operational conditions prior to submission of bid documents
2. Water and electricity to be used in the mess facility will be provided free of cost. The electricity use by the Mess contractor for Cooking purpose will be charged on the basis of the reading of the sub-meter fixed by the mess contractor and rates decided by the electricity department time to time.
3. Menu: Breakfast, Lunch, Evening Snacks and Dinner need to be served as per the basic menu agreed upon with the Concerned Incharge. A copy of the typical menu is enclosed as Appendix-I. The food supply by successful bidder should whole some, as per menu attached at Appendix-I, hygienic and nutritious prepared as per approved menu for the Trainees and inclusive of all taxes and mandatory deduction by Minimum Wage Act. CIPET CSTS RANCHI reserved the right to take the assistance of any institute agency or any expert for changing menu or guide the caterer from time to time and the advices of the Competent Authority of CIPET CSTS RANCHI will be binding to the caterer. The total strength of inmates at the centre is 50 or more.
4. TENTATIVE MESS TIMINGS  
Bed Tea : 07:00 - 07:30 AM  
Breakfast : 09:00 - 09:30 AM  
Lunch : 12:30 - 01:30 PM  
Evening Tea : 05:30 - 06:00 PM  
Dinner : 08:00 - 09:00 PM
5. The Contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
6. Statutory Requirement/obligation: All statutory rules, like Minimum wages as per Central Government Rule (EPF) Act, ESI Act + EPF Act, etc., as applicable for engagement of labours on daily wage are to be followed strictly as per Government norms by the contractor.
7. In case of failure to comply with the above statutory Rules, Acts, the authorities shall have the right to impose the penalty or cancel the contract.
8. The contractor shall not under any circumstances. assign, sublet or part with the possession of the premises and properties of the Institute therein or any part thereof.
9. The contractor shall vacate the premises with the all fixtures, furniture etc., which are institute properties in good and tenable conditions at the termination of the contract.
10. The contractor shall not make or permit any construction or structural alteration of additional fitting inside the premises of the work place without prior written approval of the authorities.
11. If the contractor and/or his team and also functioning of the mess is not up to the mark or, the quality of the food is below standard or unhealthy or unhygienic, then Institute is empowered to terminate the contract with a short notice of 7 days. As for the food quality / mess management is concerned, the Competent Authority opinion is final.
12. In case of unsatisfactory performance / any dispute whatsoever / labour dispute emergency condition or any other reason as deemed fit by Competent Authority, the contract can be cancelled at the sole discretion of the Director.
13. Hygiene, overall cleanliness of surrounding, kitchen and the food, raw materials, ingredients etc. are to be of good quality. Clean, fresh, nutritious, hygienic and edible food has to be served. Any type of COOKED

FOOD shall not be stored / preserved / re-served after meals. Non following of In- charge's suggestions / instructions in above matters shall be considered as violation of terms and conditions of contract and shall invite penalty for the same (upto 10% of monthly bill as decided by Competent Authority).

14. The mess utensils are to be cleaned with hot water using detergent powder/soap after every meal.
15. Contractor shall be solely responsible in case of incidence/s of food poisoning etc. and shall bear the complete expenditure arising out of this for medical treatment of the hostel inmates. In addition, penalty may be imposed on the contractor as decided by the Committee consist by Competent Authority.
16. The Contractor shall use only branded raw materials and best quality for preparing the food. Brands of certain mess items are given. A Quality Control Team will check all materials brought to the mess as well as cooking practices. In the event of the quality of the food served being poor or not adhering to contractual conditions, the Hostel management will be free to impose monetary fine as deemed fit on the contractor. Such fines imposed will be adjusted against the payments due to the contractor. The Institute shall pay only the approved daily rate per student for the entire contract period for one year.

17. MESS ITEM BRAND/MANUFACTURER LIKE

Salt	Tata/ Annapurna/ Nature fresh
Ketchup	Maggi/ Kissan,
Oil (Sunflower)	Sundrop/ Natur Fresh/ Priya,
Oil (Mustard)	Dhara/ Hathi brand/Engine/Patanjali
(use of Hydrogenated (vanaspati) oil is prohibited)	
Atta	Ashirvad/ Shaktibhog/ Annapurna
Instant Noodles	Maggi/Top Raman
Flavoured fruit drinks	Rasna/ Roohafza
Butter/Paneer	Amul/ Sudha/Neutra
Cornflakes	Kellogg's
Jam	Kisan / Maggi
Tea	Brook bond/ Lipton/ Tata
Coffee	Nescafe/BRU
Rice	Mansoori/Kattarni/ Taj Mahal, India Gate/Dubar (for special dish)
Bread	Modern/ Morris/ Nasta
Milk	Sudha Dairy/ Medha/ Amul
Pickles	Priya/ Mother/Nilons

(These items are indicative only, to be stipulated as per requirement of Centre) The contractor may use any other approved brands only if permitted by the Competent Authority, in writing. In such case the contractor will submit two or three reputed brands for each grocery item and the warden and mess committee will select the brands for cooking.

18. It is the sole responsibility of the contractor to get the refills from the gas company to run the mess on his own cost. Any fluctuations in the Gas price must be absorbed by the Contractor only.
19. When circumstances warrant, contractor should cater for large number of students/staff members at very short notice. Similarly, fluctuations in strength during vacation periods shall have to be accommodated.
20. The contractor has to bring his own kitchen equipments, crockery and cutlery utensils and other items required for preparing and serving of food. All the items should be of good and standard quality and same are subject to checking by CIPET CSTS Ranchi. Plastic items for serving canteen items will not be allowed.
21. That in the event of any loss occasioned to the CIPET CSTS Ranchi, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the CIPET CSTS Ranchi, the said loss can be claimed from the contractor up to the value of the loss. The decision of the CIPET CSTS Ranchi, in this regard will be final and binding on the contractor.

22. The contractor will be responsible for cleanliness of dining hall and Kitchen area. Utensils etc. will be washed /cleaned with hot water and good cleaning powder/detergent. Washing of utensils etc. including dishwashing shall not be permitted at any place other than the space provided for this purpose in the Kitchen.
23. That the contractor shall maintain environmental hygiene and proper sanitation of the premises during all working hours. The contractor shall be bound to comply with all the provisions of the prevention of Food and Adulteration Act as applicable and such other Central and local laws and rules and regulations existing therein or enacted or may be introduced subsequently.
24. That the contractor shall use dustbins for the refuse and the Kitchen waste. The contractor shall arrange for removal of the garbage, the kitchen waste or any other type of refuse or waste material every day at his own expenses and under his own arrangements. If kitchen waste /garbage is found dumped at prohibited places, in shafts etc, minimum fine of Rs. 500/- shall be levied on each occasion along with removal charges by CIPET CSTS Ranchi.
25. That the Contractor or his employees shall not do anything in or outside the premises which may create nuisance or any annoyance to the CIPET CSTS Ranchi and or to the visitors visiting the premises.
26. That the overall control and supervision of the premises shall remain and vested in the CIPET CSTS Ranchi who through its authorized representative will have the right to inspect the whole or part of the premises as and when considered necessary with respect to its bona-fide use and in connection with fulfillment of other terms and conditions of contract.
27. The premises leased to contractor shall not be utilized for any other or different purposes than set out, and any other form of commercial or trading use of the premises shall constitute a breach of this contract besides rendering the contractor liable to pay additional charges for the unauthorized commercial use as may be determined by Competent Authority of CIPET CSTS Ranchi in his sole discretion.
28. The contractor is required to abide by all relevant Acts of Govt. like Minimum Wages Act, Contract Labour Act (Contract Labour (Regulation & Abolition Act, 1970) and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time, for his employees and shall be fully responsible for any violation thereof.
29. Every employee of the contractor shall wear uniform and a badge displaying his/her name, while on duty. The said uniform and badge shall be provided by the contractor at his own cost.
30. The CIPET CSTS Ranchi does not recognize any employee/employer relationship with any of the employees of the contractor and shall not be under any obligation for providing employment to any of the worker of the contractor. A certificate to this effect from all employees shall be submitted by the contractor.
31. In case any complaint is received attributable to misconduct/misbehavior of contractor's staff, CIPET CSTS Ranchi may direct the contractor; to have any person removed who is considered to be undesirable or otherwise.
32. All liabilities arising out of accident or death of any employee of the Contractor while on duty shall be borne by the contractor.
33. The contractor shall be responsible to maintain all property and equipment of the CIPET CSTS Ranchi, entrusted to him. Any damage or loss caused by contractor's persons to the CIPET CSTS Ranchi, in whatever shape would be recovered from the contractor.
34. The contractor will not be allowed to use hard coal/wood any electric appliances for cooking purposes.

35. Contractor has to collect the guest charges directly from the students / guests. Under approval of Competent Authority. Guest charges shall be decided by the Competent Authority for ordinary / special meals.
36. The contractor and his workers must behave politely with hostel inmates. The contractor and his team, under any circumstances should not involve in arguments with the boarders of the mess. In case of such situations/ under emergency, the Contractor should intimate immediately to the Competent Authority.
37. Mess workers and cooks should be healthy and medically fit. The contractor shall furnish medical fitness certificate from the authorized govt. hospital in respect of the mess workers & cooks to be deployed for the job. In addition, they are required to have a regular check up with the institute Medical Officer. If any mess worker is found medically unfit, he may not be given permission to continue his duties and mess contractor has to replace him immediately without fail. 36. The contractor shall furnish character and police verification and other formalities. The agency shall be fully responsible for the conduct of his staff.
38. Mess Contractor or his representative manager is required to remain present in the mess when the food is served in the mess.
39. Smoking / drinking liquor etc. is strictly prohibited in the Institute premises. Any single incidence by vendor or his employee shall lead to termination of contract immediately.
40. Storage / consumption of any alcoholic drink / liquor are strictly prohibited. The contractor shall not serve any of such substance / drink in mess / hostel. Smoking, consuming gutkha, tobacco etc. is also prohibited in mess premises. Any single incidence by vendor or his employee shall lead to termination of contract immediately.
41. Employment of child labour (as per norms) is totally prohibited. It is the responsibility of the Contractor to comply with all formalities of labour office including obtaining necessary labour license.
42. The employees of the contractor should wear uniform along with a name tag.
43. All expenses related to the functioning of the employees engaged by the Contractor shall be in the scope of the Contractor.
44. The Contractor is solely responsible for the payment of Minimum wages as per Central Government Rule for their employees as per of the Government norms and deductions towards E.P.F. and E.S.I.
45. Contractor shall provide light food to the sick student/s during his/their sickness period and no extra charge will be paid for the same.
46. The Competent Authority of CIPET CSTS Ranchi reserves the right to reject any/all the tender without assigning any reason therefore.
47. The Mess will run on all days including Sundays and Holidays.
48. The timings and working days of the Mess will be regulated by the Committee.
49. The contractor will be responsible for maintaining adequate number of persons engaged in cooking distribution of food and disposal of garbage and left over food.
50. The responsibility of maintaining the cleanliness and hygienic condition of the Mess and proper disposal of waste will be of the contractor, at his own cost.
51. Vegetarian and Non Vegetarian food will be cooked and served separately.

52. The contractor shall be responsible for ensuring safety and maintenance of all the equipment/fixtures installed/provided by the Institute, during the entire period of the contract. If any damage/loss of equipment/fixtures found, then the same will be recovered from the contractor. The contractor shall take adequate fire precautions.
53. The contractor and his employees would be governed by the discipline rules as may be laid down by the Institute while they are in the Institute premises.
54. Police verification and worker's identity cards will be compulsory before taking the charge of Mess. Employees will be in proper uniform provided by the contractor, medically found fit, hygienically suitable, nails trimmed, haircut and shave taken.
55. The caterer shall attend the monthly meeting of the Committee failing which penalty of 5000/- or as deemed fit by the Committee will be imposed.
56. The Tenderer shall not utilize the premises and facilities of the Institute to cater any other client, other than CIPET CSTS Ranchi students, residents, faculties, staff and visitors attending the Institute.
57. If the contractor fails to carry out the entrusted job contract services and related miscellaneous works within the stipulated time and as per the scope of work and job specification, Institute reserves the right to impose penalty as specified in the Penalty Clause and has the right of getting the work done through someone else.
58. The books of accounts regarding attendance, acquaintance, wage paid, PF accounts etc., are to be maintained properly and produced for inspection to the Institute, whenever asked for and the Institute can take penal action for the non-compliance.
59. The normal working hours of all the mess are from 5.00 am to 10 pm. However, the Institute may call for special services that may be at times beyond these hours on special occasions, without any additional payments.

**M. SECRECY:**

1. CONTRACTOR shall during the tenure of the CONTRACT and at any time thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorised in writing by CIPET, divulge or grant access to any information about the work.
2. CONTRACTOR shall not also destroy any report, note or any other document to the operation/ work required by CIPET. The obligation is continuing one and shall survive after the completion/ termination of this agreement.

**N. STATUTORY REQUIREMENTS:**

1. During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations.
2. Any dispute arising out of this purchase shall be referred to the Director, CIPET CSTS Ranchi, and if either of the parties hereto is dissatisfied with the decision, the dispute shall be referred to the decision of an Arbitrator, who should be acceptable to both the parties, to be appointed by the Director of the Institute. The decision of such Arbitrator shall be final and binding on both the parties.
3. All correspondence pertaining to this contract shall be addressed to the authorized representative of the Institute. Correspondence between unauthorized personnel shall not be solicited.

**O. TERMINATION:**

1. Notwithstanding anything contained herein before to the contrary, the CIPET CSTS Ranchi shall have full power and authority to terminate this Agreement without assigning any reason by giving 30 (thirty) days clear notice in writing.
2. The contract may be terminated in any of the following contingencies:

- a. On the expiry of the contract period, without any notice; if not renewed in writing for another period; OR
  - b. On giving one month's notice at any time during the currency of services, in case the services rendered by the Contractor are not found satisfactory and in conformity with the general norms and the standard prescribed for the services and tender; OR
  - c. On assigning of the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person or sub-letting the whole or a part of the contract to any third person, without any notice. OR
  - d. On Contractor being declared insolvent by the competent Court of Law without any notice; OR
  - e. In case the Contractor is not interested to continue the contract he will give minimum one month notice. If the Contractor does not give the requisite notice as mentioned above, then his security deposit shall be forfeited and Bank Guarantee shall be invoked. "Provided that during the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period".OR
  - f. In case of any loss, theft, sabotage etc. caused by or attributable to any of the personnel deployed by the Agency; OR
  - g. Institute reserves the rights to award the contract and also terminate the contract/work at any stage if the performance of the Agency is found to be un-satisfactory.
3. The tenderer shall not keep the Mess closed without prior permission from the Committee, CIPET authority. Any such incident shall be treated as breach of contract and suitable action including termination of contract and penalty shall be taken for the same by Committee, as it may deem fit.
  4. Termination of contract in the initial stage The Institute reserves the right to cancel the award of the contract in case the food items/ meals are not found satisfactory for first 15 days from the date of the commencement of the contract.
  5. If the Contractor, in the judgment of the CIPET CSTS Ranchi has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, the CIPET CSTS Ranchi may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the Contract in whole or part.
  6. Notwithstanding any other provisions made in the contract, the Director, CIPET CSTS Ranchi reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in the interest of the Institute. The contractor is not eligible for any compensation or claim in the event of such cancellation.

#### **P. CLARIFICATION OF BIDS**

1. During evaluation of the bids, the Institute may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted. No Bidder shall contact the Institute authority on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Institute, it should be done in writing. Any effort by a Bidder to influence the Institute's authority in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

#### **Q. INDEMNITY AGREEMENT:**

1. Indemnity by Contractor: Unless otherwise specified elsewhere in this CONTRACT, CONTRACTOR shall indemnify and keep indemnified CIPET, (other than the CONTRACTOR) and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses (including without limitation, wreck or debris, removal costs, where wreck or debris removal is ordered by a competent authority) judgments' and fines/penalty arising out of or in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith and or arising from : a) Personal injury, illness or death of: i) Any of CONTRACTOR or CONTRACTOR's personnel (even if caused by or contributed to by the negligence or fault of IITGN); and ii) Subject to clause (a) (i) any other



person to the extent the injury, illness or death is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel and iii) loss or damage to: any property owned, hired or supplied by CONTRACTOR or CONTRACTOR's personnel or subject to clause any other property to the extent the loss or damage is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel.

2. The Institute shall be indemnified for all losses due to commissions and omissions of any person deployed by the contractor. There shall not be any loss or damage caused to the Institute (people and/or property) on account of any employees or staff and the same shall be commissions of contractors. It shall be made very clear that the employees/ staff engaged by the contractor shall not be treated or considered as employees of the Indian Institute of Tourism and Travel Management, Golagamudi (Vill), Nellore under any circumstances. The contractor shall defend, indemnify and hold the Institute harmless from any liability or damage, law suits, penalties imposed by any State and Central Government Department or statutory body or by a third party for reasons of violation of any of their statutory provisions or requirements. The Institute shall not be liable for any damage or compensation payable to any worker or to any person as a consequence of his work and the Institute shall be completely indemnified accordingly.

#### **R. FORCE MAJEURE:**

1. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.
2. The term "Force Majeure" as employed herein shall mean acts of god, war, revolt, riots, fire, flood and act and regulations of the Government of India or any of its authorized agencies, Pandemic, Epidemic, Quarantine Measures, Civil Riots, Fire directly affecting the performance of the CONTRACT, Flood and Acts and Regulations of respective government of the two parties, namely CIPET and the CONTRACTOR. 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, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 48 hours of the ending of the cause respectively.
3. If deliveries are suspended by Force Majeure conditions lasting for more than 1 (one) month, CIPET shall have the option of canceling this CONTRACT in whole or part at his discretion without any liability at his part. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.
4. If because of any strike or lockout either in CIPET CSTS Ranchi or in the Local area, the Successful vendor is unable to function or his business is affected, CIPET CSTS Ranchi shall not be liable for any loss, which the Successful vendor may suffer in such an event.
5. 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.

#### **S. PENALTY**

1. Failure to supply food in terms of quality, quantity and as per the menu indicated in Appendix-I will attract penalty. For not adhering to contractual conditions, the department shall be free to impose monetary fine as deemed fit on the contractor. Fines imposed shall be adjusted against payment due to the contractor.
  - a. Vegetables used should be fresh and of good quality. If vegetables kept for use is found to be rotten or of poor quality, a fine of Rs. 2,000/- for each occasion will be imposed.
  - b. Items like Aji-no-moto, Baking soda, colouring items etc are banned and they should not be used. If they are found in the kitchen premises penalty of Rs. 5,000/- for each occasion will be imposed.
  - c. Kitchen should be kept clean. If it is not found clean, a fine of Rs. 2000/- for each occasion will be imposed.
  - d. For damages caused by the contractor to the kitchen equipments, vessels and other items supplied by the CIPET, twice the cost of the equipment will be recovered.

- e. Any complaint of insects cooked along with food found in any food item would invite a fine of Rs. 10,000/- on the contractor.
- f. Any complaint of soft objects like rope, soft plastic, cloth etc in food will attract a fine of Rs 1,000/- per complaint.
- g. Any complaint of stones / pebbles will attract a penalty on the contractor which can range between Rs 2000/- to Rs 5,000/- depending on the size of the stone/ pebble per complaint.
- h. 3 or more complaints of unclean utensils in a day would lead to a fine of Rs. 2,000/-on the contractor.
- i. If mess committee is of opinion that certain item of a meal was not cooked properly then a fine of Rs. 5,000/- would be imposed on the contractor.
- j. Changes in approved menu (as per Appendix-I) of any meal without permission of Competent Authority would resulted in a fine of Rs. 5,000/- on the contractor.
- k. Fine on any discrepancy (personal hygiene of workers, misbehaviour by workers etc.) will lead to fine of Rs. 5,000/- on contractor for every instance.
- l. Cleaner to clean dining tables after every round before serving next batch of students is found absent then penalty of Rs 1000/- on single instance would be imposed.
- m. 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 upto 50,000/- per occasion. 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 summary termination of the Contract. Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between CIPET and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.
- n. The Contractor shall make arrangements for collection, storage and disposal of kitchen waste, waste food, etc. at his/her own cost. Arrangement can be made with piggery farms for collection of waste food, vegetable peels, etc. Any haphazard throwing, dumping and storage of waste reported by the Hostel Management, Chief Warden, Wardens and Hostel Committees shall be considered a violation of the contract and shall invite penalty of INR 5,000/- (Rupees Five thousand) only for the first violation and INR 10,000/- (Rupees Ten thousand) only for the second and third violations. Further violations will attract a review of the contract by the Institute Authorities and may even lead to termination of the contract.
- o. 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.
- p. Food poisoning shall invoke a hefty fine beyond the limit of any fine mentioned above, along with cancellation of the contract and possible blacklisting of the caterer.
- q. If the quality of milk is not found up to be appropriate, or it is diluted, a fine of 2,000/- would be imposed.
- r. Changes in the 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.
- s. Failure to maintain a proper health checkup of the workers will attract a fine of Rs. 4,000/- per instance.

#### **T. ARBITRATION:**

1. 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 contractor out of or relating to the contract or breach thereof, shall be referred to a sole arbitrator to be appointed by the Director & Head 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.
2. If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/ withdraws for any reason from the position of arbitration, it shall be lawful for the 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 demayo.

3. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of the invocation of arbitration under the clause.
4. It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.
5. The venue of arbitration shall be CIPET CSTS Ranchi.
6. Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.

Signature and Seal of the Bidder)

**Annexure.....**

**UNDERTAKING**

I/We.....hereby solemnly agree to abide by the Terms & Conditions and the rates enumerated above. Any break of the Clause/Clauses will render my/our contract null and void.

I/We have understood completely about this tender document and the terms and conditions therein.

I/We agree to sell the eatables/snacks/Tea/High Tea/Juices etc. on the rates mentioned in the tender rate list annexed with.

I/We have also understood that I/We have to maintain the high standard, quality and hygiene of all the eatables as mentioned in the rate list of items with the tender.

Dated

Signature of the Contractor

Name of the Contractor \_\_\_\_\_

(Full signature of the Tenderer with seal of the Agency)

**ANNEXURE.....**  
**UNDERTAKING**

1. I/we undertake that I/we have understood "All Parameters, Scope of Work and Job Specifications" mentioned in the Tender.
2. I/we undertake that I/we have carefully studied all the terms and conditions as mentioned in Annexure-.....
3. I/we undertake that I/we have accepted all terms and conditions of the tender document.
4. I/we undertake that my firm/organization------(name of firm/ organization) has not been blacklisted/ debarred by Central Govt./ State Govt./ Any Govt. Organization/ PSU.
5. I/we undertake that my firm/organization/ Director/ managers------(name of firm/ organization) has not been convicted by the court of law or any case is pending.
6. I/We further undertake that the information given in this tender is true and correct in all respect and we hold the responsibility for the same.

Dated

Signature of the Contractor

Name of the Contractor \_\_\_\_\_

(Full signature of the Tenderer with seal of the Agency)

### **FINANCIAL OFFER**

	Description	Rate/per customer/ per day (Rs.) (A)	Other Charges	Total Amount per customer per day (Rs.) (C)
1.	Total Amount (Including all meals namely Breakfast including bed tea, Lunch, Evening Tea & Snacks and Dinner)			
<p>Note: Bidders may note that the bifurcation of the above quoted rates for each of the 04 meals stated above shall be finalised subsequently at the time of issuing work order. Tentatively, it is likely to be :</p> <p>Breakfast Rate (Inclusive of all taxes) - 20% of the Amount quoted at (C) above Lunch Rate (Inclusive of all taxes) - 35% of the Amount quoted at (C) above Breakfast + Evening Tea &amp; Snacks Rate (Inclusive of all taxes) - 10% of the Amount quoted at (C) above Dinner Rate (Inclusive of all taxes) - 35% of the Amount quoted at (C) above</p>				

Dated

Signature of the Contractor  
Name of the Contractor \_\_\_\_\_  
(Full signature of the Tenderer with seal of the Agency)

Annexure ....

AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING FROM TAKING PART IN GOVT./PSU/CAB TENDER  
(To be executed on Rs. ..../- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

1. I / We Proprietor/ Partner(s)/ Director(s) of M/S ----- hereby declare that the firm/company namely M/S.----- has not been blacklisted or debarred/ no Police Case or Vigilance enquiry pending or ever been punished by any Hon'ble Court/ no due towards income tax as on the date of the affidavit in the past, by CIPET or any other Govt Educational Institutes such as NITs, IITs, Universities and other similar institutions/ Central Autonomous Bodies/Central Research Organisation/PSU/Central Autonomous Body from taking part in such tenders. Or
2. I / We Proprietor/ Partner(s)/ Director(s) of M/S.----- hereby declare that the firm/company namely M/S.-----was blacklisted or debarred/ Police Case or Vigilance enquiry pending or ever been punished by any Hon'ble Court/ due towards income tax as on the date of the affidavit by, CIPET or any other Govt funded Educational Institutes such as NITs, IITs, Universities and other similar institutions/ Central Autonomous Bodies/Central Research Organisation/PSU/Central Autonomous Body from taking part in Government tenders for a period of----- years w.e.f. ----- . The period is over on----- and now the firm/company is entitled to take part in Government tenders. In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by CIPET CSTS Ranchi and EMD/SD shall be forfeited. In addition to the above NIT, Patna will not be responsible to pay the bills for any completed/ partially completed work.

Signature.....  
Name.....  
Capacity in which assigned: .....  
Name & address of the firm: .....

List of Items (Menu): For Canteen Services  
RATES PROPOSED TO BE CHARGED FOR THE ITEMS SERVED

SN	Particulars	Qty	Remarks1	Price
1	Hot coffee	150 ml		6.00
2	Tea regular	150 ml		5.00
3	Tea Lemon/Green	150 ml		5.00
4	Lassi	200 ml		10.00/ MRP
5	Standard cold Drink All Brand available in the Market	Std	MRP	
6	Mineral Water (Standard)	1 Ltr	MRP	
7	Mineral Water (Standard)	500 ml	MRP	
8	Samosa (Potato)	Per piece		5.00
9	Kachori	Per piece		5.00
10	Gulab Jamun	50-70 grams each		10.00
11	Bread Pakoda (2 piece)	100 grams each		15.00
12	Masala Dosa each with Sambar	175 grams		25.00
13	Plain (sada) Dosa with Sambar	150 grams		18.00
14	Vada (2 piece) each with Sambar	120 grams each		20.00
15	Veg. Cutlet (2 piece) with sauce	100 grams each		15.00
16	Cheese Sandwiches (Two Piece)	Per Plate		20.00
17	Bread and Butter (Two Slice of Bread with Butter spread)	Per Plate		10.00
18	Bread and Jam (Two Slice of Bread with Jam spread)	Per Plate		10.00
19	Idli (3 pieces) with sambar& chutney	150 grams		15.00
20	Poori (5) with sabji	Per Plate		20.00
21	Rajma Chawal	200 grams		20.00
22	Egg Omlette (2 eggs)			15.00
23	Egg Omlette (1 eggs)			10.00
24	Medha/ Sudha/ Amul Products-Dahi, Matha, Lassi etc			

The Tender should also include additional items and any minor modifications in the menu items as requested by the students and approved by the Hostel Mess & Canteen Management Committee.

**Annexure.....**  
**MENU DETAILS HOSTEL MESS MENU (STANDARD THALI MEAL)**

<b>Days</b>	<b>Breakfast + Tea</b>	<b>Lunch</b>	<b>Dinner</b>
Monday	Bread (4 Slice) + Omlet (2 Egg) Bread (4 Slice) + Cutlet (2 PCS) Tost (4 piece) + Milk 200 ml	Tawa Roti, Rice, Arhar dal, Season Sabji, Bhujia, Achar, Salad, Papad	Tawa Roti, Rice, Masoor Dal, Sabji, Sewai, Achar
Tuesday	Alo Paratha (3 PCS), Tomato Chutney	Tawa Roti, Rice, Mix Dal, Season Sabji, Bhujia, Achar, Salad, Papad	Tawa Roti, Rice, Mong Dal, Mix Sabji, Kheer, Achar
Wednesday	Idli (4 PCS) with Shambhar	Tawa Roti, Rice, Arhar Dal, Mix Sabji, Achar, Salad, Papad	Tawa Roti, Rice, Dal Fry, Chicken (2 PCS) / Paneer Masala, Achar, Custard sweets
Thursday	Chola Bhatura (2 PCS)	Tawa Roti, Rice, Dahi Karhi, sabji, Bhujia, Achar, Salad, Papad	Tawa Roti, Rice, Mong Dal, Season Sabji, Achar, Bundia
Friday	Sattoo paratha (3 PCS), Tomato Chutney/Chokha	Tawa Roti, Rice, Rajma, Bhujia, Achar, Salad, Papad	Tawa Roti, Rice, Masoor Dal, Egg Curry (02 Eggs) /Veg Manchurian, Achar, Suji Halwa
Saturday	Upttapam (4 PCS)/ Idli (4 PCS), Sambhar, Chutney	Khichadi, Aloo Chokha, Achar, Salad, Papad/ (Alternative)/ Veg Biryani with Raita	Tawa Roti, Rice, Arhar Dal, Sabji, Gulab Jamun (1 PCS Medium size)), Achar
Sunday	Poha/Suji tikha halwa	Zeera Rice, Dal Tadka, Roti, Sabji, Bhujia, Papad	Tawa Roti, Rice, Chana Dal, Mix Veg/ Fish Curry, Achar, Rasogulla (1 Pcs Medium size)

Note : Dal - 100 gram, Paneer -50 gram and sweets in dinner should be in good quality provided in each meal. Minimum 2 eggs should be served with any egg dish served in the dinner. (For Eg. 2 eggs must be served in Egg curry or Egg biryani)

Menu as decided by the mess committee should be strictly followed. Failing which penalty will be imposed. Minimum 150 gm of chicken should be served.



Appendix .....  
**FORMAT OF CONTRACT AGREEMENT**

THIS AGREEMENT made on the ..... day of .....2018 between The Director & Head, CIPET:CSTS, Ranchi (herein after "the Tender Accepting Authority/University") of the one part and ..... (Name of Canteen Contractor) Of (Address of the Hostel Mess & Canteen Contractor/Lessee) (herein after called "the Hostel Mess & Canteen Contractor/Lessee) of the other part:

WHEREAS the Tender Accepting Authority/Institute is desirous that catering services to be provided in the canteen of CIPET:CSTS Ranchi as per the tender reference No..... and has accepted a bid by the Hostel Mess & Canteen Contractor/Lessee / Service Provider for running the Canteen at CIPET CSTS Ranchi for a sum of Rs.....(Rupees.....)herein after called "the Contract Price"

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and scheduled referred to, and they shall be deemed to form and be read and construed as part of this agreement.
2. The following documents shall be deemed to form, be read and construed as part of this Agreement, viz;
  - a. The letter of Acceptance issued by the Tender Accepting Authority/Institute.
  - b. The Notice Inviting Tender, The Hostel Mess /Canteen Contractor/Lessee bid including enclosures, annexures, appendixes, documents, etc.
  - c. The Tender Document including various Terms and Conditions, schedules, etc.(including amendments and clarifications).
  - d. The Schedule of Requirement
  - e. Any other document listed in the Hostel Mess/Canteen Contractor/Lessee bid and replies to queries, clarifications issued by the Tender Inviting Authority/ Institute, such confirmations given by the bidder which are acceptable to the Tender Inviting Authority/ Institute and the entire Addendum issued as forming part of the contract.
  - f. Check List. In consideration of the payments towards monthly lease amount to be made by the Hostel Mess/Canteen Contractor/Lessee to the Tender Inviting Authority / Institute as hereinafter mentioned the Tender inviting Authority/ University covenants with the canteen contractor / lessee to provide the infrastructure and other facilities as mentioned in the tender document for canteen running services as per the provisions of the Contract.
3. The Canteen Contractor / lessee hereby covenants to pay the Tender inviting Authority / Institute in consideration of the provision of the infrastructure and other facilities for running the canteen, the Contract Price (lease amount) or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. The rates stipulated in the contract shall remain valid for a period of one year with effect from contract date.
4. DELIVERY SCHEDULE: Hostel Mess/Canteen Contractor shall start the catering facilities on the date of notified by the University.
5. That a Committee, consisting of wardens under the supervision of Director will monitor the quality and quantity of the food and other items supplied by the caterer including services.
6. The CIPET, Ranchi may call for the advice of the Medical Officer of CIPET, Ranchi on matters of hygiene in the Hostel Mess and such advice of the Medical Officer shall be final and cannot be contested by the caterer.
7. That the caterer would provide sufficient number of cooks, waiters and other servants in the kitchen, dining hall and mess and shall take all reasonable precautions to see that these waiters and servants while on duty

attire themselves in clean uniform approved by the above said committee and are professional, civil, sober and honest in their dealings with the hostel residents and staff and any other users of their services. (b)

8. That the caterer shall only employ in his service such persons whose antecedents have been verified by the police and who have also been medically examined at the caterer's own cost and to the satisfaction of the Director CIPET. The caterer shall be required to give an undertaking to this effect.
9. The caterer shall not make any additions/alterations in the premises provided by the CIPET, Ranchi for use as kitchen and allied purposes to the caterer during the currency of this agreement and/or otherwise.
10. The caterer undertakes to keep the premises, kitchen, dining room and other area connected therewith neat, clean and tidy at all times and in accordance with the health/hygienic bye-laws.
11. That all the workers providing the services under this Agreement shall be employees of the caterer and the CIPET, Ranchi shall not have an employer-employee relationship with the employees of the caterer. The caterer undertakes to keep the CIPET, Ranchi, harmless and indemnified against any demand/claim of wages, provident fund, Employees State Insurance and any other such dues of its employees. The relationship between the caterer and CIPET is purely contractual and CIPET, Ranchi is not responsible and/liable for the employees and for staff of the caterer.
12. That the caterer shall have no right or interest in the premises allotted for kitchen, dining hall and other allied purposes and he shall have no right or interest to remain in possession thereof at the end of this Agreement or on the termination thereof at any time.
13. That service hours in the Hostel Mess shall be decided by the Institute provided that the timings may be modified by the Hostel Warden/ Director if and when considered necessary.
14. All the residents in the Hostel shall take their breakfast and meals in the Dining Hall and the caterer shall not be authorized to serve the meals in the rooms of the Hostel except with the written permission of the Warden of the Hostel. In case any student suffers from illness he/she may be provided meals as per guidance of doctor.
15. The caterer shall obtain instructions from the authorized officer of the CIPET, Ranchi , along with the type of menu that may be served in the official lunches/dinners/tea parties to the participants.
16. The caterer shall display the approved menu prominently in the dining hall.
17. The caterer shall be responsible for the proper maintenance of both, the premises as well as the furniture.
18. The responsibility for proper maintenance and safety/security of all fitting and fixtures will be of the caterer.
19. The caterer shall make available all other implements for running the mess, things like crockery, cutlery, tables, linen, flower vases, livery etc. for the hostel mess staff etc. and these shall be according to the standard prescribed by the authority of the University.
20. The caterer shall be required to use gas only for cooking purposes for making chapattis etc. He is also required to provide tandoor. All the expenses for gas etc. will be borne by the caterer. Caterer shall pay electricity bills consumed in the mess for cooking purposes.
21. The CUJ, Ranchi, will have the right to review the working of this agreement from time to time and if at any time it is found that the caterer has failed to fulfill any of the conditions of this agreement or that his working is unsatisfactory, the CIPET, Ranchi, may curtail the agreed period of this agreement and terminate this agreement with a notice period of one month, and make good any losses suffered by CIPET, Ranchi out of the security deposit made by the Caterer.

22. That the caterer shall maintain a suggestion book for recording of suggestions for improvement by the residents and the staff. Such suggestions, after having the approval of a Committee, should be forthwith acted upon by the caterer. The suggestions book should be kept open for the inspection of the residents and the Warden/Director or his nominee.
23. The Caterer shall keep and maintain a register at the entrance of the dining hall wherein all hostellers will sign before taking meals along with Biometrics.
24. No person with any adverse police record will be engaged by the CATERER. 27.
25. Dispute if any, between the Contractor and the University shall be subject to the jurisdiction of Ranchi Court only. 28.
26. That if any damage is caused by the CATERER violating the terms and conditions security deposit submitted by the CATERER would be forfeited by the Institute.
27. That after the expiry of the contract, the CATERER shall immediately vacate and hand over the premises to the Institute.
28. It is mandatory on the part of the contractor to serve each item of menu at the rates and quantity as given in the Menu. The canteen will be running initially for a period of one year and can be extended on the satisfactory performance on mutual consent for further period. A review would be done on competition of every 6 months and based on that the extension would be considered.
29. Procurement of the items, raw materials required for performing the contract is the responsibility of the caterer with the approval of the Mess Canteen committee/ Warden. Caterer shall use only branded raw materials and best quality items for preparing the food. Brands of products will be decided by the Hostel Mess and Canteen Committee. 39.
30. The caterer should be solely responsible for the arrangements of gas refills and their safety.
31. The caterer shall provide catering services as given in the menu annexed to the agreement. The cost includes fuel cost, procurement of provisions and vegetables of good quality and other items. Further, the cost of these raw materials shall be inclusive of loading and unloading, transportation, storage at kitchen premises, statutory taxes including service tax, duties and all other levies ( existing and which may be imposed from time to time) for which no additional cost is payable or reimbursable by the CIPET.
32. The caterer shall make his own arrangement for procuring utensils/plates glasses & cutlery. etc.
33. Caterers should not use any artificial colour, preservatives and other harmful chemical additives' (say, for example, mono- sodium glutamate) in any of the dishes or even store them in the canteen premises.( Note: the above list is indicative and not exhaustive). 43.
34. Hygiene Criteria: The food served by the caterer has to be prepared in clean and hygienic and safe conditions as per the menu and healthy sanitary methods. Caterer should wash and maintain dining hall, hand-wash area, dish wash area etc. in highly clean conditions, caterer should also provide hand sanitizer and hand wash. The caterer should collect the garbage from the kitchen, dining-hall, dish-wash area and dispose of the same every morning. The surrounding should be kept clean and hygienic by the caterer. The caterer should maintain high quality of hygiene, sanitation and safety in the kitchen and dining hall. All the surrounding area of the mess premises should be cleaned and washed daily by the caterer. After every meal (breakfast, lunch and dinner) all the plates, glasses, spoons and other cutlery are to be cleaned in soap solution and hot water and dried and kept ready for the next meal by the caterer. The caterer must use cleaning material of high quality. Mess workers are strictly asked to make in use of hand gloves, aprons,

cooking hats etc. Dining hall and kitchen should be washed with water and soap solution and mopped after every meal by the caterer. Water cooler and purifier should be cleaned and maintained properly by the caterer. All the utensils, dinner set and other equipment's required in the mess should be arranged by the caterer and replaced if missing in the kitchen. The caterer should provide fly catcher in the mess premises. Non maintenance of above criteria shall result in penalty to be imposed on the vendor.

35. The premises of the Hostel Mess/canteen should be kept clean and tidy on daily basis and the contractor shall be fully responsible for the maintenance of hygiene as per the standards required by the Municipal/Health Department.
36. The contractor should not transfer/ sublet the management to any other individual or agency. The proprietor of the contractor of the Mess/canteen should be present at the premises and supervise the day to day affairs of running of canteen and shall not give scope for any complaints either from students/ staff or customers.
37. Mess will be closed during Summer Vacation, Mid-Semester Break and Winter Vacation as per notified by the Institute time to time.
38. The caterer shall not make or permit any construction or structural alternation or additional fittings inside the premises or the work place without prior written approval of the authorities.
39. Staff strength in each category of Cooks, helpers should be optimum and of sound health and finalized in consultation with Hostel Mess & Canteen Management committee of CUJ.
40. Employment of child laborers (below 18 years) is totally prohibited. It is responsibility of the caterer to comply with all formalities of Labor office including obtaining necessary labour license of the Govt of Jharkhand of the current works.
41. The employees of the caterer should wear proper uniform.
42. The caterer shall be responsible for the proper conduct and behavior of the employees engaged. The employees cannot reside in the place of work except to the extent necessary for their duty in respect of the functioning of the dining facility.
43. The Caterer should ensure that all the employees are free from communicable diseases. Medical certificates to this effect should be made available for inspection by the authorities.
44. All expenses related to the functioning of the employees like EPF/ESI engaged by the caterer shall be in the scope of the Caterer. Proof for Statutory remittance of salary shall be provided to CIPET Administration with bill for release of payment.
45. The Institute reserves the right to review and modify the terms and conditions periodically.
46. In case of dispute on quality between caterer and the quality committee Director CIPET will be the sole arbitrator and His/ her decision shall be final and binding on both the parties. Since the service includes food and eatable. PFA Rules 1955 is binding on the caterer and registered in the state of Jharkhand at appropriate authorities. 67.
47. Any other relevant matter for better functioning of Hostel Mess & canteen will be included at the later date. 68.
48. The agreement should be signed by a person or persons duly authorized to sign on behalf your organization. A certified copy of the power of attorney authorizing the signatory or signatories to sign the agreement/documents.

IN WITNESS whereof the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the Said ..... (For the Tender Accepting Authority/University) in the presence of .....

Signature      Name      Address      Signed,      Sealed      and      Delivered      by      the      Said  
..... (For the Hostel Mess/ Canteen Contractor/Lessee/Service Provider) in the presence of .....

FORMAT FOR SOLVENCY CERTIFICATE  
(On Bank's Letter Head)

Ref. No:..... Date: .....

To Whomsoever It May Concerned

This is to certify that to the best of our knowledge and information, M/s -----  
----- (Bidders name with complete address), a customer of our  
Bank, is respectable, and is capable of executing orders to the extent of Rs. -----  
(Rupees -----) as disclosed by the information and  
records which are available with us.

M/s ----- has been our customer since ----- to date and  
has been granted the following limits, at present, against various facilities granted by the Bank: .....  
.....

This certificate is issued without any guarantee, risk or responsibility on behalf of the Bank or any of its officials.

This certificate is issued at the specific request of the customer for the purpose of participating in CIPET CSTS  
Ranchi Tender No- .....

Signature of Authorized Person