



राष्ट्रीय डिज़ाइन संस्थान
National Institute of Design
मध्यप्रदेश Madhya Pradesh

Tender Enquiry No. NIDMP/Mess-Catering/09/2021

Dated:

Notice Inviting E-Tender

FOR

CATERING SERVICE IN INSTITUTE MESS

National Institute of Design, Madhya Pradesh

An Autonomous Institute of National Importance under the DPIIT,

Ministry of Commerce & Industry, Government of India

Acharpura, EintKhedi, Post Arwaliya, Bhopal (MP) – 462038

Tele No. 0755-6721000 Website: www.nidmp.ac.in

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E-Tender for Providing Catering Services in Student Mess at National Institute of Design, Madhya Pradesh

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CHAPTER 1

SECTION-A

(NOTICE INVITING E-TENDER)

On behalf of the Director, National Institute of Design, Madhya Pradesh (NIDMP), **online tender** from the Company/firms/Service providers, interested for the providing Catering Services to Student Mess at NID MP on the conditions noted below, are invited for initially for one year (Further extendable for two year on satisfactory performance, which will be reviewed and assessed at the end of every year).

The Tender Document for Catering Contract for Mess will be on Two Bid System consisting of Technical Bid and Financial Bid to be submitted in online mode. Any entity/firm, meeting the pre-qualification criteria, may bid for Catering Contract for Mess but must be in two bid cover enclosing Technical Bid and Financial Bid only through CPP portal.

No manual bid will be accepted. All bids, both Technical and Financial should be submitted on the E- procurement portal. The Tender Document along with detailed specifications, terms and conditions may be downloaded **from the institute website (www.nidmp.ac.in) under Tenders tab and from [https://www.eprocure.gov.in/ cppp](https://www.eprocure.gov.in/cppp)) by the interested service provider.**

Note:- It may be noted that in no way institute will provide any assistance on uploading of E-Tender or to resolve any technical queries of the bidders. The bidders are supposed to be well acquainted with the CPP portal and with the procedure of online tender uploading.

**Registrar
National Institute of Design, Madhya Pradesh
Acharpura, Post Arwaliya, Einthkhedi
Bhopal – 462038, MP.**

All communications should be addressed to Registrar at Address as mentioned above. Tender should be submitted on or before closing date & time of Bid opening date and time as mentioned in critical date sheet on e-portal and Institute web.

The Institute shall not be responsible for any delay in submitting Bids through CPP portal. The Institute reserves the right to accept or reject any bid, cancel the Tender without assigning any reason thereof. No correspondence in this regard will be entertained.

Important Dates

Tender enquiry Number	NIDMP/Mess-Catering/09/2020	
Date/ time of release of tender through e-procurement solution	28-01-2021	15.00 PM
Start Date / time of submission of queries/ observations, if any for clarification through e-mail to tenders@nidmp.ac.in	29.01.2021	15.00 PM
Last Date/ time of submission of queries/ observations, if any for clarification through e-mail to cao@nidmp.ac.in	05.02.2021	12.00 PM
Date/ time of pre-bid meeting at National Institute of Design, Madhya Pradesh, Acharpura, EintKhedi, Post Arwaliya, Bhopal (MP) – 462038	08.02.2021	12.00 PM
Start date/ time of submission of online bid	28-01-2021	18.00 PM
Last date/ time of downloading bid document	17-02-2021	11.00 PM
Last date/ time of submission of online bid	17-02-2021	15.00 PM
Date/ time of opening of Technical bid	18-02-2021	15.00 PM
Date/ time of opening of Financial bid	Will be notified later	

Detailed Technical Specifications, Terms and Conditions, Scope of Work, various format and Performa for submitting the proposal are described in this tender document and its Annexure I to VII. For any query, please contact on Phone No. 0755-6721003 or email on cao@nidmp.ac.in.

Registrar

CHAPTER 1

SECTION-B

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The Tender Document for Catering Contract for Mess will be on Two Bid System consisting of Technical Bid and Financial Bid to be submitted in online mode. Any entity/firm, meeting the pre-qualification criteria as per section 3, may bid for Catering Contract for Mess but must be in two bid cover enclosing Technical Bid and Financial Bid only through CPP portal.

No manual bid will be accepted. All bids, both Technical and Financial should be submitted on the E- procurement portal. The Tender Document along with detailed specifications, terms and conditions may be downloaded from the institute website (www.nidmp.ac.in) under Tenders tab and from <https://www.eprocure.gov.in/cppp>) by the interested service provider.

Note:-

1. It may be noted that in no way institute will provide any assistance on uploading of E-Tender or to resolve any technical queries of the bidders. The bidders are supposed to be well acquainted with the CPP portal and with the procedure of online tender uploading.

General Instructions for Bidders: -

1. Bid Document

(i) The process and procedures of bidding, the documents to be uploaded and the various terms and conditions of this tender are provided in CPP portal online tender module. The Bid Documents include all documents which have been mentioned at the Index of this tender.

(ii) The Bidder should carefully read all the instructions, terms and conditions, specifications and various forms that are provided in the Bid Document. The tender may be rejected if any or all of the information asked for in this document are not furnished along with the tender or if the tender is not responsive with the Bid Document.

2. Submission of Bid

(i) Both Technical and Financial Bid are to be uploaded concurrently on the prescribed formats duly digitally signed on the Government's Public Procurement Portal 'www.eprocure.gov.in'.

(ii) The online bids (complete in all respect) must be uploaded online in two documents; (Technical bid and Financial bid) on the prescribed format.

- (iii) The Bidders shall have a valid digital signature certificate for participation in the online tender process. The cost of digital signatures, if any, will be borne by respective Bidders.
- (iv) All other documents as per requirement of Technical Bid shall be uploaded online through portal website 'www.eprocure.gov.in'. The Bidder shall bear all costs associated with the preparation of his/ her/ its tender document including cost of any clarifications, required by NID MP.
- (v) When deemed necessary, NID MP may seek clarification on any aspect from the Bidders. However, that would not entitle the Bidder to change or cause any change in the price quoted. NID MP may, if so required, ask the Bidder to give presentation for the purpose of clarification on the tender. All expenses for this purpose as also for preparation of documents and other meetings will be borne by the Bidder.
- (vi) NID MP will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.
- (vii) A tender determined as not substantially responsive will be rejected by NID MP and may not subsequently be made responsive by the Bidder by rectifying the non-conformity.
- (viii) NID MP may waive off any minor infirmity or non-conformity in the tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of other Bidders. The decision of NID MP in this regard will however be final and binding.
- (ix) Bidder shall not be permitted to withdraw his/ her/ its offer or modify the terms and conditions thereof after acceptance of tender. In case the Bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rate, the aforesaid amount of Earnest Money and Security Deposit, will be forfeited by the Institute. Besides this, the Bidder will also liable to be debarred/ blacklisted from participating in the tendering process of NID MP in future or fined.
- (x) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing in any form or try to influence the process either directly or indirectly shall be liable for rejection by NID MP.
- (xi) Tender containing any condition leading to unknown/ indefinite liability is liable to be summarily rejected.
- (xii) Any modification/ corrigendum issued with regard to this tender document shall be uploaded on 'www.eprocure.gov.in' and Institute's website only. Bidders are, therefore, requested to visit these websites regularly till the last stipulated date of submission of the tender for ascertaining any modification/ corrigendum issued in this regard.
- (xiii) The tender bid and copies of certificates uploaded by the Bidder in pdf form should be duly signed at the given places, together with initials on every page by the authorized person of the Bidder. Initial/ signature will indicate the acceptance of the tender document by the Bidder.

(xiv) No changes will be made in the tender document by the Bidders except filling-up details mentioned in the formats meant for Technical, its Annexures and Financial Bid, its Annexures. In case any change is made in the content of the formats, except filling-up details, it shall be treated as unauthorized and such tender will stand automatically disqualified.

3. Amendment of Bid Documents: At any time, prior to the last date of submission of Bids, NID MP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

4. Estimated cost of work: Total estimated/tentative value of the Tender is Rs. 3,65,26,800/- (Rupees Three crore Thirty lakhs only) for three-year duration as per Scope of Catering Service in Student Mess as detailed on Section 4 including **statutory taxes viz GST. This estimated cost of services is purely tentative in nature and will depend on the actual admission of the students within the given time span.**

5. Bid Prices: The Bidder shall quote only the Rent to be paid to the NID MP in the BOQ (price bid) through financial bid module of CPP portal. The applicable GST shall be paid over and above the quoted Rent.

6. Bid Validity: The bids shall remain valid for a period of **90 days** from the last date of submission.

7. Only One Bid Per Party: Each Bidder is permitted to submit ONLY ONE BID irrespective of whether he/ she/ it is the sole Bidder, or the Leader or Member of a duly formed JV or Consortium. In case it is found that any party has uploaded more than one bid for the subject work(s) in any of the above capacities, all bids so uploaded shall be summarily rejected and NID MP shall not entertain any further request/ correspondence in this matter.

8. Submission of Bids: Both Technical and Financial Bid are to be submitted concurrently duly digitally signed on the Government's Public Procurement Portal 'www.eprocure.gov.in'.

9. Verification of documents of Selected bidder:- The Institute may verify the original documents with the copy of documents submitted with online bids by the selected bidder only.

10. Visit of the Campus: Bidders are advised to visit the NID MP campus premises and ascertain the nature and quantum of work before tendering.

11. The GST & Income Tax TDS as applicable shall be deducted from the bills of the Successful bidder.

12. In case the tender opening date happens to be declared as a closed holiday, **the next date and timings will be notified through our website. However, the receiving**

date will remain same as the Bidders are required to submit their tenders on e-portal and send by post/ drop their sealed technical bids in box kept in Admin Branch.

13. Performance Security/Security Deposit

Performance Security of 3% (reduced up to 31.12.2021 only) of the annual contract value will be deposited by the successful bidder within 15 days of award of contract for Academic Year 2021-22. The Performance Security, as applicable on date, will be revised every year in July based on estimated turnover of the Contract for that particular Academic year (July-June), if the contract is extended beyond first year. The Performance Security may be furnished in the form of DD/ Banker's cheque/ FDR /Bank Guarantee any schedule bank drawn in favour of "**National Institute of Design**" payable at **Bhopal**. The performance security must be valid till the end of two months from the completion of contractual obligation.

14. The Director, NID MP reserves the right to:

- (i) Modify and/ or relax, any terms & conditions of this tender document before last date of submission of tenders to safeguard the Institute's interest.
- (ii) Cancel the tender process without assigning any reason whatsoever, at any stage, in case of any change in requirement.
- (iii) Reject any or all the tenders without assigning any reason whatsoever;
- (iv) Not bind himself/ herself to accept the lowest or any tender; and
- (v) Accept the whole or any part of the tender and the Bidder shall be bound to perform the same at the rates quoted.
- (vi) Disqualify the Bidder canvassing in connection with tender.
- (vii) Blacklist a Bidder for a suitable period in case the Bidder fails to honour his/ her/ its bid after award of work without sufficient grounds.
- (viii) Alter the quantities specified in the bid in the event of changes in requirement. No Bidder will be allowed to change the Financial bid if NID MP decides to increase/ decrease the requirement.

15. The tender document is valid for a period of six months from the date of issue. If the work order is not issued within this period, the process will have to start afresh.

16. **An affidavit, in original**, duly certified by a Notary: (a) that the Partners of the Firm or sole proprietor or Company as the case may be, has never been black-listed by any organization and the name of the Firm or company has not been changed, (b) that there is no police case/vigilance enquiry pending against the Partners of the Firm or sole proprietor or Company as the case may be, and that he/ she/ it has never been punished by

any Hon'ble Court; and (c) that there are 'no dues' pending for payment towards income tax/GST as on the date of the affidavit.

17. Producing Originals Documents for Verification: All above concerned original documents should be produced for verification at any stage of tender process or as and when sought for, failing which the bids are liable for disqualification.

18. Failure to comply with these conditions renders the tender/ bid automatically disqualified.

CHAPTER 1

SECTION-C

MINIMUM QUALIFICATIONS REQUIRED FOR BIDDING

The bidders having following minimum pre-qualification are eligible for bidding:

1. The bidder should have minimum 5 (Five) years of experience in providing catering services to IITs/IIMs/ NITs/ Central/State Universities/Autonomous organizations/ Centrally Funded Technical Institutions (CFTIs)/ PSUs/ Reputed Private Educational Organizations. The bidders having experience for providing catering services to Educational Institutions such as IITs, IIMs, NITs and Centrally Funded Technical Institutions (CFTIs) will be given preference.
2. The Bidders should have valid Food Safety and Standards Authority of India (FSSAI) License which should be valid for the period of contract or any extension thereof.
3. The bidder should have at least 3 successful completed contracts of minimum 1 year duration each in providing catering services in last five years (from 1.04.2015 to 31.03.2020) with minimum contract value of Rs one crore in any of the IITs/IIMs/ NITs/ Central/State Universities /Autonomous organizations/ Centrally Funded Technical Institutions (CFTIs)/ PSUs/ Reputed Private Educational Organizations along with services provided to CFTIs.
4. The bidder shall have at least 1 (One) ongoing Mess Catering contract with minimum contract value of Rs one crore in any of the IITs/IIMs/ NITs/ Central/State Universities/ Autonomous organizations/ Centrally Funded Technical Institutions (CFTIs)/ PSUs/ Reputed Private Educational Organizations as on 31.12.2020.
5. The bidder/Company/Firm/ Service Provider shall have an average annual turnover of Rs. One crore or more (catering services only) in the last three financial years. The CA certificate will be required.
6. The Bidder Should have ISO/BIS certification.
7. Either the Registered Office or one of the Branch Offices/Base Kitchen of the bidder should be located in Madhya Pradesh preferably in Bhopal itself.
8. The bidder /Company / Firm / Service Provider shall submit an affidavit stating that the Service Provider has not been blacklisted by any IITs/IIMs/ NITs/ Central/State Universities/Autonomous organizations/ Centrally Funded Technical Institutions (CFTIs)/ PSUs/ Reputed Private Educational Organizations in last three years.
9. Exemption to comply with any of the above criteria should be duly supported by the Central Government orders/other Government documents.

Noncompliance with any of the above conditions by the Service Provider will amount to non-eligibility for the services for which tender has been floated and its tender will be rejected as non-responsive.

Bidders must submit scan copy of documentary proof in support of meeting each of the above minimum qualification criteria with the technical bid. A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose. All documentary proof must be listed on the letter pad of the company and enclosed in a cover, to be submitted with the technical bid. **List of customers with address with contact number & E-mail id, period of services provided etc. to be furnished by the bidders in appropriate format.**

NOTE: The Institute reserves the right to accept and reject any bid without assigning any reason thereof. Further, no correspondence will be entertained in this regard.

CHAPTER-2 SECTION- A

CONDITIONS OF CONTRACT

NECESSARY INSTRUCTIONS FOR BIDDERS

1. Content of Bidding Documents

1.1 The services required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to Notice Inviting E-Tender/ Bid, the bidding documents shall include:

- (a) Instructions for Online Bid Submission
- (b) Minimum Qualifications required for bidding
- (c) General Conditions of Contract (GCC);
- (d) Other General Conditions
- (e) Special conditions of the Contracts
- (f) Draft Legal Agreement
- (g) Evaluation Scheme
- (h) Definitions
- (i) Scope of Catering Services
- (j) Technical Compliance Statement
- (k) Proforma for Technical & Financial Bid
- (l) List of Organizations to whom catering services provided/are being provided by the bidders

1.2 The Bidder is expected to examine all pre-qualification criteria, instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

2. Amendment of Bidding Documents

(i) At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

(ii) In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing their bids, if any, the Institute, at its discretion, may extend the deadline for the submission of bids.

2. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid shall be written in English language.

Documents Comprising the Bid

3.1 Technical bid and Financial bid:

The bids are to be uploaded in two parts in .pdf format i.e. Technical bid and .xls format in financial bid.

(a) Technical/ commercial bid shall be submitted through CPP Portal. If the proof of Tender Fee & EMD is not uploaded along with the technical bid, such bid will not be considered.

(b) Financial bid.

3.2 Technical/ commercial bid:

Proforma for technical bid is given at Chapter 4 section C (page no. 43-44).

Proforma for Financial bid (Sample only) is given at Chapter 4 section D (page no. 45).

3.3 Financial Bid

(a) **The price bid shall comprise the commercial bid comprising in the form of Monthly Rent offered by the bidder to the Institute in the BOQ format to be filled online through CPP portal. The technically qualified Bidder quoting highest rent per month shall be offered the contract for catering services.**

(b) **GST/Other Taxes would also be levied on rent as per Govt. rules.**

(c)**The Rent offered shall be increased by 10% every year on Base rent.**

(d) **100% rent for 10 Months and 50% Rent for 2 months in a year will be paid by the selected contractor.**

(e)**The Rent will be waived off till the Mess is not in operation due to Covid-19, the opening of Mess will be communicated to the Contractor officially.**

4. Bid Currencies

Prices shall be quoted in Indian Rupees only.

5. Period of Validity of Bids

5.1 Bids shall remain valid for 90 days after the date of bid opening prescribed by the Institute. A bid valid for a shorter period shall be rejected as non-responsive.

5.2 In exceptional circumstances, the Institute may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request. A Bidder's request will not be permitted to modify the bid.

5.3 Financial Bid evaluations will be based on the bid prices without taking into consideration the above modifications.

6. Deadline for Submission of Bids

6.1 Bids must be received ONLINE not later than the time and date specified in the Invitation for Bids.

6.2 The Institute may, at its discretion, extend this deadline for submission of bids by amending the bid.

7. Physical copy of the Financial Bid is NOT required to be submitted.

8. Late/Delayed Bids

The offers received after the due date and time will not be considered.

9. Modifications and Withdrawal of Bids

9.1 The Bidder may modify or withdraw its bid after the ONLINE bid's submission, as per the provision of CPP Portal.

9.2 No bid may be modified subsequent to the deadline for submission of bids. No documents will be accepted in support of essential pre-bid criteria after the last date of submission of bids.

9.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

10. Opening of Technical/ commercial Bid

All technical bid (Cover 1) will be opened ONLINE on CPP Portal in the first instance as per date schedule given in the tender document.

11. Clarification of Bids

11.1 During evaluation of the bids, the Institute may, at its discretion, ask the Bidder for clarification of its bid or to submit documents, if any. 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.

11.2 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. No such request shall be entertained. If the Bidder wishes to bring additional information to the notice of the Institute, it should be done in writing.

11.3 Any effort by a Bidder to influence the Institutes authority in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidders bid.

12. Evaluation of Technical/commercial Bid

12.1 Prior to the detailed technical evaluation, the authority of the Institute will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations and meets all the essential criteria. If any bidder does not meet the essential criteria as laid down in this bid document, then his bid will be summarily rejected. No documents will be accepted in support of essential criteria after the last date of submission of bids.

12.2 The Technical evaluation will be based on marking system as per Technical evaluation Schedule at Chapter 3 of this tender document. The bidders short-listed by the Institute based on meeting the essential criteria and detailed evaluation regarding satisfying the technical criteria laid down in this tender document may be called for detailed discussions with a team selected for the purpose, at a specified date, time and venue, if needed.

12.3 The Institute officials may visit the premises/organization, where the bidders are offering catering services, to ascertain the quality of catering services/cleaning/hygiene/ambience.

13. Presentation by Technically qualified bidders

All technically qualified bidders may be asked to present about their technical specifications, their firm's performance in the area of catering services, facilities and innovative idea in food/catering field etc. before the Institute's Committee.

14. Opening of Financial Bids

14.1 Price Bids of only those bidders who meet the essential criteria and whose technical bid and/or presentation would be found to be eligible and substantially responsive will be opened.

14.2 The online price Bids of the technically qualified bidders shall be opened by the tender committee where the representatives of the bidders may witness the procedure.

15. Evaluation and Comparison of price Bids:

The bidder quoted highest rent value to be paid to the Institute per month will be selected as successful bidder. The tax such as GST will be also applicable on the quoted rent. Apart from monthly rent, there are fixed monthly charges (details are mentioned in General conditions of the Tender) like maintenance charge and water charge to be paid in addition to agreed monthly rent. 100% rent for 10 Months and 50% Rent for 2 months in a year will be paid by the selected contractor.

16. Institute's right to accept any bid and to reject any bid or all bids. The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Institute's action.

17. Award Criteria

The Bidder/Company/Firm/Service Provider/ qualified in technical evaluation and presentation stage will be declared successful based on highest offered Rent.

18. Notification of Award

Prior to the expiration of the period validity, the authority of the Institute will notify the successful Bidder in writing by e-mail, to be confirmed in writing by e-mail/speed post or hand delivered letter, that its bid has been declared qualified.

CHAPTER-2 SECTION-B

SPECIAL CONDITIONS OF CONTRACT

NECESSARY INSTRUCTIONS FOR BIDDERS

Special Conditions of the contract

1. The contract will be for a period of One years initially, from the date of signing of agreement, extendable for further two years after yearly appraisal of services with a trial period of 3 (three) months. If the services during the trial period are satisfactory based on the feedback from Students (primary stakeholder) on quality/quantity/hygiene/taste/variety/innovation of Catering Service , the contract will be continued for the remaining period of 9 (Nine) months else the Contract will be terminated.
2. The Service Provider will be provided with only space and minimum infrastructure like lights, fans, water cooler, water supply, electricity supply (on payment basis), Mess furniture etc. Whereas kitchen utensils, serving plates etc will be provided/ arranged by the Service Provider.
3. The Mess Service Provider shall provide unlimited diet in Breakfast, Lunch & Dinner to the hostellers, day scholars, NID employees and visitors as per the quoted price.
4. The Menu of Thali for Breakfast, Lunch, Snacks & Dinner is attached at Annexure 'I', which will be subject to change as per Mess Committee recommendations on quarterly basis. Specific items will be decided by the Mess Committee in consultation with the Mess Service Provider. The Menu shall be subject to changes to which the Service Provider duly agrees. Apart from the food items mentioned in menu, the Service Provider has to provide additional /special dishes which may be offered as extra during Lunch and Dinner at an additional cost. Besides, the Mess Service Provider shall provide packing facility as and when required, on no additional cost.
5. The Menu for Breakfast, Lunch, Snacks & Dinner required for official meetings/seminar/workshop or official guests is attached at Annexure 'II', which will be subject to change as per Mess Committee recommendations on quarterly basis.
6. The NID will disburse student messing charges for only 5 months in each semester (10 Months in a year), at rates already defined in this tender document, as there will be one month vacation for students in each semester. The Service Provider will be responsible to collect payment directly from the Students, who intend to avail food facility during vacation period.
7. The Student Mess is operational from the contribution of the students. Hence, Mess Charges will not be paid to the service provider for the duration, the students are not

using catering service for whatsoever reason. However, this will be intimated to the service provide in advance.

8. For Guests and visitors staying in Guest house/hostel, the rates shall be charged for Breakfast Rs 60/-, Lunch/Dinner Rs 80/. The settlement of dues of Mess Charges will be the affair between Service provider and the Guest/Visitor. The Institute will not involve in the process.
9. For regular and outsourced employees of the Institute, a rebate of 20 % shall be admissible on the rates fixed for the Mess charges for Indian students already defined in the scope of work at chapter 4 of this tender document. The settlement of dues of Mess Charges will be the affair between Service provider and the Employees. The Institute will not involve in the process.
10. The Service Provider will have to pay an amount of Rs. 2,500/- per month for water uses & maintenance charges.
11. The Electricity charges shall be charged as per on the actual consumption of electricity units on the basis separate meter reading for electricity meter for Kichten area and 50% of the actual consumption of electricity units on the basis separate meter reading for electricity meter installed for Dining Hall/Mess Hall.
12. The Mess shall remain open throughout the year, even during the vacations in order to facilitate food for the faculties, staff and visitors/guests. However, the service provider will have the liberty to reduce the deployment of workers based on the scale of operation required for vacation period.
13. Mess charges will not be paid to the Service Provider for holidays continuously for more than 3 days, when student leave the Institute campus for festivals like Diwali/Holi etc or otherwise. The Service provider will be informed in advance for such duration.
14. The Service Provider will have to provide food as per prescribed schedule at the NID Mess. Expenses due to transportation arrangement of food to hostels/ recommended places by NID authorities will be borne by the Service Provider.
15. The Service Provider shall possess all necessary licenses and permissions, as are required from time to time in accordance with laws in force.
16. The Service Provider must have a valid FSSAI license to sell or deal in food products. The Service Provider must follow the general hygienic and sanitary practices (GHSP) as stipulated in Part V of Schedule IV of FSSAI (Licencing and Registration of Food Businesses) Regulations, 2011.

17. The Service Provider shall have to make his own arrangements for the accommodation of its Mess staff. The Mess staff shall leave the campus latest by 11.00 pm and shall be granted permission to enter the campus not earlier than 05:30 am. However, a changing room shall be provided to the staff required to work during late hours and early morning hours. If requested, the Director may allow the accommodation of Mess Staff at nominal charges of Rs 2000/- per month per mess staff with an increase of 10% annually.
18. The Service Provider shall not be allowed to prepare food in the NID's premises for other than NID clients.
19. Housekeeping and routine maintenance of the Kitchen and Dining Hall/Mess hall will be the sole responsibility of the Service Provider. In case, situation so warrants that cleaning is done by the Institute, the same shall be done at the expense of the Service Provider.
20. The disposal of solid waste and garbage shall be sole responsibility of the Service Provider as per norms laid down by the concerned government authorities and shall ensure due cleanliness. The Service Provider shall not dump or throw solid waste and garbage in or near the NID premises and will dispose-off the garbage of any kind as per the guidelines of the District Authorities.
21. The catering services should include innovative variety and balanced nutrition diet both for vegetarians and non- vegetarians. Requirement of Catering services include: (a) Breakfast, Lunch and afternoon snacks with tea/ coffee for all students including hostellers and day-scholars, (b) Dinner for hostellers, (c) Breakfast/ Lunch/ Afternoon snack/ Dinner etc. to those faculty/ staff who require such services.
22. The Catering Service Provider may also provide various kinds of beverages, snacks and eatables in the Mess at such price/ quotes as approved by the Mess Committee from time to time.
23. The NID authorities would constitute a Mess Committee consisting of students, one faculty member and one member from staff. The Catering Service Provider will have to follow instructions of the Committee related to menu, meal frequency and service timings to suit student community's requirements.
24. NID shall not provide any consumable or non-consumable items including raw materials at the Mess for the purpose of catering. The Utensils/Kitchen appliance/ equipment, crockery, cutlery, Furniture/Water dispensers, which are available in mess, shall be handed over to Service provider in writing. The Service provider shall be responsible for safe custody and maintenance of these items/equipments. The repair & Maintenance of these appliance and equipments/items will be the sole responsibility of the service provider.

25. On termination of the contract, the Service Provider shall return all the items like Utensils/Kitchen appliance/ equipment, crockery, cutlery, Furniture/Water dispensers, in good condition to NID MP else the cost of these items will be recovered from the bills/security deposit and/or pending bills of the service provider.
26. The quality and quantity of food will be inspected item wise by Mess committee/ NID authorized officials very frequently and the Service Provider shall not deny access to such inspections.
27. The Service Provider shall maintain the equipment if any, provided by the NID in good working condition 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 borne fully by the Service Provider. On termination of Agreement, Service Provider will hand over all such equipment/ articles in good working condition back to NID.
28. NID reserves the right to call upon the Service Provider to remove any person employed/ working in the NID Mess if found unsuitable for services on account of hygiene or health or conduct or any other administrative reason.
29. In case of interpretation, modification and any alteration with respect to terms & conditions of contract, the Mess Committee, Mess Service Provider and Director will jointly look into such aspect and the decision of the Director will be final and binding to both the parties.
30. NID shall provide a list of normal holidays and students vacations in each semester to the Service Provider for assessing and providing catering services to the hostellers residing during holidays and vacations.
31. NID hereby only gives the right to run the mess in the capacity of licensor, there is no agent, partnership or employer relationship between the Service Provider and its employees with the NID.
32. On Bidding for the tender, it shall be presumed that the Service Provider agrees with each and every condition of this tender document and in no manner, any waiver shall be presumed, unless, otherwise conveyed by the NID in writing. The liability of the Service Provider is not limited to the extent of terms and conditions stipulated under this Agreement but shall extend to all other instructions issued by the NID from time to time, which shall be considered as terms and conditions of this Agreement and its violation shall bear same consequences, as shall result in violation of terms and conditions enumerated herein.
33. The Service Provider shall specify the number of employees who will be stationed in NID Campus and provide complete details about them. The Service Provider shall also provide police verification report and Medical fitness report of all his employees working with NID Campus.

34. The Mess shall serve from 7.30 A.M. to 10.00 P.M. on all days of the week.
35. The Service Provider shall occupy the accommodation earmarked for Mess and kitchen and shall not occupy the adjacent verandas and open spaces. The Service Provider and its employee will be allowed only to move in earmarked places in the NID and any movement at other places without permission shall mean trespassing.
36. The Service Provider shall ensure that their employees do not loiter around in the campus. In case of any loss to NID caused by his employees, the Service Provider will be penalized at the discretion of NID.
37. The Service Provider shall ensure that the Staff engaged shall wear a proper uniform and apron with cap having logo of the firm and shall carry their identity card all time.
38. The Service Provider shall ensure that the cooks have proper shave and clipped nails while cooking food and should wear apron, mask and head gear/gloves, while preparing and serving the food. The Service Provider may engage at least 11 staff members for smooth functioning of the Mess which may include 1 manager / supervisor, 3 chefs, 2 chef's helper, 2 for washing utensils, 1 for maintenance of Mess area, 2 for food counters.
39. The Service provider will ensure to engage the sufficient number of staff to cater the need of increasing scale of operation corresponding to the number of students in the Institute.
40. The Mess Service Provider shall ensure high standard of cleanliness, hygiene and sanitation in the kitchen and Mess. Adequate numbers of dustbins shall be provided by the Service Provider to ensure proper disposal of garbage. There should not be any littering of unused food or any other articles within the Mess. The Housekeeping inside the Mess and service areas shall be sole responsibility of the Service Provider.
41. The Service Provider shall ensure that the cooked and uncooked food is stored properly and no stale food is served. In case of any food poisoning, the Service Provider shall be held solely responsible and will be penalized besides legal action.
42. The raw material used for cooking can be checked by NID officials at any time and if substandard/ unauthorized material is found, the Service Provider shall be penalized at the discretion of NID and Service Provider shall have to abide by it. The Service Provider shall duly abide by the FSSAI norms and shall use the raw material, foods etc. within the period of expiry as per norms laid down by Government.
43. The Service Provider shall be required to display the price list of all the food articles, soft drinks, tea, coffee and juice sold in the Mess. The prices of the items sold in NID Mess shall not be more than the local market rate and shall be got approved and

reviewed by the Mess Committee on regular basis. The approved rate list shall be displayed at proper location within the Mess areas by the Service Provider.

44. The workmen employed by the Service Provider shall be directly supervised and controlled by the Service Provider, and shall have no relation whatsoever with NID. The NID shall have no power to control or supervise such workmen or to take any action against them except as permissible under law. Such workmen shall also not have any claim against NID for service or regularization of services by virtue of being employed at NID against any temporary or permanent posts at NID. For all purposes, the Service Provider shall be their Principal Employer. The Service provide will comply with all labour laws for minimum wages/EPF/ESIC/Bonus Act etc.
45. It shall be compulsory for the Catering Service Provider to take the following hygiene and cleaning measures : (a) Cleaning the kitchen area twice a day, including the store-room, (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) Cleaning the dining tables with detergent and water at the end of the day, (g) Thorough cleaning of wash basins with detergent at the end of the day.
46. The catering staff engaged by the Service Provider shall: (a) Show professional courteous behavior at all times, (b) Staff must wear neat and clean work clothes, aprons, gloves etc. (c) Catering staff will not smoke bidis, cigarettes or take alcoholic drinks on the campus and nor they are allowed to chew pan, gutka, tobacco items etc.
47. Service Provider shall not sell any cigarette, bidi, pan, alcohol etc. in the Mess and in the NID premises. If any person is found indulging in these activities, the person shall be asked to leave the campus immediately and the Service Provider shall be liable to lose the contract for breach of this condition.
48. As regards quality of materials and preparation, the Service Provider shall ensure that: (a) Food ingredients, additives and materials must be of best quality available in the market (as per attached annexure III), (b) Vegetables, bread, fruits, chicken and other such perishable items should be purchased fresh from the market on daily basis, (c) the Service Provider shall take meticulous care to provide clean and quality food in all preparations, (d) the menu decided by the Mess Committee should be invariably followed. The committee members shall have free access to inspect the kitchen, service counters and dining hall at any time on any working day, and (e) waste and garbage disposal must be done twice a day on regular basis.
49. The Service Provider shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus and in the hostels.
50. The Service Provider shall not utilize the premises and facilities of the NID to cater any other client, other than NID students, faculty, staff and visiting faculties.

51. The Service Provider shall also make arrangements to serve tea/ coffee/ cold drinks etc. in the official meetings and conferences on official instructions.
52. The Service Provider shall ensure that either he himself remains present during breakfast/ lunch/ dinner services to the students or one of his responsible supervisors remains present.
53. The Service Provider shall not keep the Mess closed without prior permission from the NID authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by NID as it may deem fit.
54. If Service Provider fails to serve food for Hostel students on any day without prior permission of the Mess committee, NID will make such arrangements and the cost incurred on such arrangement shall be recovered with penalty to be decided by NID.
55. The Service Provider shall bring his own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs, etc., in sufficient quantity as needed to maintain the Mess services, in addition to what is provided by NID.
56. The Service Provider should deploy energetic and trained workmen. If any workman is not suited to the duty, the Service Provider must replace such workman immediately without any protest or demur.
57. The Service Provider and his staff must abide by various rules and regulations of NID as prevalent from time to time.
58. The Service Provider shall comply with all existing labour legislations and Acts, such as Contract Labour Regulation Act, Workmen's Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, etc. For any lapse or breach on the part of the Service Provider in respect of non-compliance of any Labour legislation in force during the validity of the contract, the Service Provider would be fully responsible and would indemnify the NID, in case the NID is held liable for the lapse if any, in this regard.
59. The Service Provider shall submit to NID a list of all workers engaged to carry out the contract work, indicating name, age, home address, qualifications, etc, and would also intimate as and when any change takes place. The Service Provider shall not at any time engage any minor to carry out the work under the contract.
60. The Service Provider 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 NID immediately, any loss or damage or theft occurring on account of his staff individually or collectively.

61. NID would have the right to terminate the contract without notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of NID rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Service Provider or his staff. The decision of NID's management in this regard would be final and binding on the Service Provider. In such an event, NID shall have the right to engage any other Service Provider to carry out the task.
62. The Service Provider shall make all due statutory payments to its workmen on time.
63. The Service Provider and his staff shall comply with all instructions and directions of the NID authorities given from time to time. In the event of any emergent situation, the staff of the Service Provider shall comply with instructions given by the NID authorities, without waiting for confirmation from the Service Provider.
64. Semester fees from the students (both hostellers and day scholars) for providing catering services at approved rates shall be collected by the NID along with their tuition fees. Payments of Mess fees to the catering Service Provider shall be made in five equal installments per semester on the basis of actual fees received. No mess charges will be paid when the students are not in campus or not availing the catering services from the Service provider.
65. Charges for the lunch, snacks etc. provided on occasions as per the orders of NID authorities, shall be paid on submission of bills.
66. The payment towards official bills of NID office shall be released on a monthly basis after scrutiny of authorization of supply and the prices claimed by Service Provider. Any supply of food items without proper authorization by the designated authority of NID shall not be paid for.
67. In addition to catering services to students for Lunch & Dinner included in the Mess fees, if any student buys beverages/ bakery items/ fruits etc. available at the Mess Counter, the Service Provider shall charge the prescribed rates directly from the students in cash. The NID shall not be responsible for any such dues from students. Also, if any student entertains his/ her friends/ guests/ family members at the Mess/ Canteen, such charges should be collected by the Service Provider, directly from students.
68. Similarly, as and when faculty/ staff/ visiting faculty avail Mess/ Canteen services, such charges should be collected by the Service Provider directly, and the NID shall not be responsible for the same.
69. NID shall not be responsible for the release of benefits, such as Provident Fund, ESI, Pensionary benefits or allowances. Any changes in the Minimum Wages Act, or in

any other labour legislation or other statutory obligations during the validity period of the contract shall be the sole responsibility of the Service Provider.

70. TDS, as per prevalent laws, shall be deducted at source while making payment of Service Provider's bills.

71. No failure or delay by NID in enforcing any right to remedy of NID in terms of contract or any obligation or liability of the Service Provider in terms thereof shall be deemed to be a waiver of such right, remedy obligation or liability, as the case may be, by NID and notwithstanding such failure or delay, NID shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

72. Penalty

If the Service Provider fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Institute shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1% per week and the maximum deduction is 10% of the contract price of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the Institute may consider termination of the Contract. Further, the Institute reserves the right to impose financial penalty to be deducted from the monthly bill for habitual shortcomings in desired services and for violation of any other condition which may lead to non performance of contractual obligations. The quantum of penalty will be as follows:

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

Sl no.	Violation of Rule	Minimum Fine per complain
1.	Non-availability of complaint registers on the counter/discouraging students from registering complaint	Rs. 5,000/-
2.	Insect found in cooked food or raw material to be used	Rs. 25,000/-
3.	Soft objects like hair, rope, plastic, cloth etc. in food	Rs. 5,000/-
4.	Any complaint of stones/pebbles of diameter more than 2mm	Rs. 8,000
5.	Hard or sharp objects like glass pieces, nails, hard plastic, metal objects etc.	Rs. 10,000/-
6.	Three or more complaints of unclean utensils in a day/week	Rs. 5,000/-
7.	If mess committee in consultation with students in present mess agrees that certain item of a meal was not cooked properly/overcooked/extra spicy/extra oily.	Rs. 5,000/-

8.	Food poisoning	Minimum Rs. 2 lakh or more
9.	Non adherence of time Schedule for serving of meals	Rs. 8,000/-
10.	Changes in menu of any meal without permission of mess committee	Rs. 8,000/-
11.	If the quality of milk/tea/coffee/soup is not found up to be appropriate, or it is diluted.	Rs. 5,000/-
12.	Inappropriate personal hygiene of worker including their dress and/ or misbehavior by worker etc.	Rs. 15,000/-
13.	Failure to maintain a proper health checkup of the workers	Rs. 10,000/-
14.	Using brands not mentioned in the contract without prior permission and adulteration	Minimum Rs. 25,000/-
15.	Any tampering with gas cylinders/gas pipelines	Minimum Rs. 10,000/-
16.	Use newspaper to keep fried items or any cooked food will be fined severely	Minimum Rs. 1000/-
17.	Using used Oils and left-over cooked food	Minimum Rs. 25,000/-
18.	Un-Hygiene and improper cleanliness/sanitation in Mess area	Minimum Rs. 10,000/-

Please Note:

1. On a Food poisoning case, the Institute shall invoke a hefty fine of at least Rs 2 lakh or more, along with cancellation of contract and possible blacklisting of the caterer. The security money deposited by the institute will not be refunded to caterer in case contract is cancelled for any of the reason.
2. For any rule stated in the agreement first violation of the rule implies fine as per the rule. Second and subsequent violations of the same rule on a different day within 30 days of previous will attract 5 times the initial amount of fine on the caterer.
3. Absence of proprietor or his representative empowered to take decision from mess committee meetings (which will be held one every month) due to invitation will attract a find Rs. 20,000/- on caterer.
4. As and when mess committee proposes fine, it will inform the representative of the caterer or mess manager and fine will be imposed and recovered from the monthly bill of the service provider. 5. 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.

CHAPTER-2 SECTION -C

GENERAL CONDITIONS OF CONTRACT

1. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

2. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to such standards as shall be the latest issued by the concerned Institution.

3. Use of Contract Documents and Information

3.1 The Service Provider shall not, without the Institute's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Institute in connection therewith, to any person other than a person employed by the Service Provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

3.2 The Service Provider shall not, without the Institute's prior written consent, make use of any document or information except for purposes of performing the Contract.

3.3 Any document, other than the Contract itself, shall remain the property of the Institute and shall be returned (in all copies) to the Institute on completion of the Service Provider's performance under the Contract if so required by the Institute

4. General Conditions

4.1 NID MP being an Educational Institution, the Service Provider will not allow or permit his employees to participate in any trade union activities or agitation in the premises of the owner.

4.2 All personnel/employees/workmen employed by the Service Provider shall be, preferably, in the age group of 21 – 50 with good health and sound mind. The personnel/employees/workmen of the Service Provider shall be liable to security screening by the Security Staff deployed by NID MP.

4.3 The Service Provider shall appoint fully qualified and competent workers as per the requirement to ensure that the services rendered by them are the best.

4.4 Any incident related to sexual abuse/ harassment will invite zero tolerance from first party. Immediate and strict punitive action will be taken as per Institute rules/ Indian Penal Code (IPC).

4.5. One Mess Manager will be deployed by the second party, who must be available for any query/complaints at all time in the Institute.

4.6 The employees employed by the Service Provider shall always be under the direct and exclusive control and supervision of the Service Provider and the Service Provider may transfer its employees / workmen and in accordance with their needs in written consultation with the Institute Authorities. Adequate and necessary numbers of employees / workmen are deployed by the Service Provider for fulfillment of their contractual obligations under this agreement. It shall be the sole responsibility of the Service Provider to ensure that employees/workmen, deployed by him, fulfill the obligations undertaken by the Service

Provider under this agreement and the Service Provider shall provide such employees/workmen at his own cost, with such equipment as may be considered necessary.

4.7 Any theft or damage caused due to negligence of the Service Provider shall be borne by the Service Provider. Appropriate amount of penalty after due consideration and hearing will be imposed by Director, NID MP or an officer nominated by him on his behalf, and the same will be deducted from the monthly bill of the Service Provider.

4.8 No Accommodation for workmen and Manager shall be provided by the Institute. The Service Provider shall have to make his own agreement for the lodging and boarding for their workmen.

4.9 The Service Provider or his representative will not allow any unauthorized person including company officials to stay in the Mess/Institute Campus. If at any time or during surprise check it is found that any unauthorized person is staying in the Mess/Institute Campus, the Service Provider will be directly responsible and a financial penalty of Rs.10,000/- per day will be imposed on the Service Provider and the same will be recorded in the register.

4.10 NID MP will not be responsible for any injury, accident, disability, or loss of life to the Service

Provider or to any of its deployed employees/personal that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the Service Provider. The Service Provider has to make his own arrangements towards life insurance, health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by them under their pay roll and submit a proof to this effect.

4.11 Compliance of policy regulation viz., payment of central government minimum wages act, employers liability act, contract labour (regulation & abolition) act, the workmen compensation act, industrial dispute act, maternity benefit act, EPF Act, ESIC act and other provision related to labour license of state and central government (if applicable) , as on the date in existence or revised/changes in the future, will be whole sole responsibility of the Service Provider. In this regard the Service Provider will maintain necessary books, logs, register, verification, returns, receipts, computerized database etc., mandatory as per the law and as per the government rules and make its available for inspection/verification to the concerned government officer/labour enforcement officer/regional provident fund commissioner, as and when required. Failure to comply such instructions will lead to imposition of fine by State/Government machinery and summary termination of contract and/or such other action as the Government may deem fit. A copy of all such compliances, statements, payments made to the statutory authorities etc., including registration number shall be provided to the NID MP authority for verification and record.

4.12 The Service Provider will be exclusively responsible to meet and comply with all legal requirements with respect to food items cooked/delivered by him to the students/employees in the Mess including with respect to raw material and ingredients incorporated therein, and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to preparation, storage, service and sale of food, including the provision of the FSSAI Act, Prevention of Food Adulteration Act, The Essential Commodities Act, The Weight & Measures Act and all rules, regulation and order framed there under, including safety and health of all consumers/residents under the said contract. The Service Provider should keep the Institute indemnified from and against any claim of infection, food poisoning or illness arising from any bad, stale or defective food or materials provided as meals during the entire contract period.

4.13 The selected Firm/Service Provider shall be solely responsible for the redressal of grievances of the persons employed. NID MP shall in no way be responsible for settlement of such issue.

4.14 NID MP shall not be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by service providing Service Provider in the course of their performing the

functions/duties, or for payment towards any compensation.

4.15 The manpower deployed by the Service Provider for the contract job shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, adhoc regular / confirmed employees of NID MP during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the Service Provider shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in NID MP. The Service Provider must communicate the above to all the manpower deployed in NID MP by the Service Provider.

4.16 In case, the Service Provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof NID MP is put to any loss / obligation, monetary or otherwise, NID MP will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.

4.17 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or

disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the Service Provider out of or relating to the contract or breach therefore, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute on the written request of the Service Provider.

4.18 Logo/Name of the Institute cannot be used by the Service Provider or employees deployed by the Service Provider for any purpose.

4.19 Service Provider will provide id-card to all his employees deployed by him without insignia of Institute.

4.20 In case of medical emergency phased by employee deployed by the service provider (Vendor), it is the sole responsibility of the vendor to arrange for the Medical Aid. Action or lack thereof by Service provider will not serve any ground for vendor to utilize facilities of Institute.

5. Legal

5.1 Compliance of policy regulation viz., payment of central government minimum wages act, employers liability act, contract labour (regulation & abolition) act, the workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, provident fund act, miscellaneous provision act and labour license of state and central government (if applicable), as on the date in existence or revised/changes in the future, will be whole sole responsibility of the Service Provider. In this regard the Service Provider will maintain necessary books, logs, register, verification, returns, receipts, computerized database etc., mandatory as per the law and as per the government rules and make its available for inspection/verification to the concerned government officer/labour enforcement officer/regional provident fund commissioner, as and when required. Failure to comply such instructions will lead to imposition of fine by State/Government machinery and summary termination of contract and/or such other action as the Government may deem fit. A copy of all such compliances, statements, payments made to the statutory authorities etc., including registration number shall be provided to the NID MP authority for verification and record.

5.2 For all intents and purposes, the Service provider shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed at Mess, NID MP for the catering services.

5.3 The manpower deployed by the Service Provider for the contract job shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, adhoc regular / confirmed employees of NID MP during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the Service Provider shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in NID MP. The Service Provider should communicate the above to all the manpower deployed in NID MP by the Service Provider.

5.4 The selected Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to Mess, NID MP to concerned tax collection authorities from time to time as per extant rules and regulations.

5.5 The selected Service Provider shall maintain all statutory registers under the applicable Law. The service provider shall produce the same on demand to the concerned authority of NID MP or any other authority under Law.

5.6 In case, the Service Provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof NID MP is put to any loss / obligation, monetary or otherwise, NID MP will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.

5.7 To resolve any dispute/legal issue matter will be referred to Director, NID MP or a person nominated by him. If any dispute/legal issues are not settled through arbitration, then legal jurisdiction would be Bhopal only.

6. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

7. Subcontracts

The Service Provider shall notify the Institute in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.

8. Delays in the Service Provider's Performance

If at any time during performance of the Contract, the Service Provider or its sub-Service Provider(s)

should encounter conditions impeding timely delivery of the Goods and performance of Services, the

Service Provider shall promptly notify the Institute in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Institute shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

9. Damages and Losses

Upon end of contract / termination thereof, the Service Provider is liable to return materials/Utensils/Kitchen Appliances etc. which are provided by the Institute to NID MP in good working condition barring normal wear and tear. For shortage/misplacement/theft, replacement, cost of the items will be recovered from the final bill or security deposit of the

Service Provider as the case may be. Indent of list of items should be maintained after the contract is signed.

10. Complaints

The Service Provider shall attend to all the complaints and address as early as possible to the satisfaction of NID MP. The Service Provider will provide guest feedback forms in each room and collect it to tabulate/display the observations/feedback, grievances or risk and sit for monthly meetings with authorities of the Institute.

11. Arbitration:

11.1 All disputes arising between the parties shall be referred to and settled through Arbitration conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the rules framed there under. Such disputes shall be adjudicated by an arbitrator to be appointed by the Director of the NID. The place of arbitration shall be Bhopal. The language of arbitration shall be English.

11.2 Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Bhopal and only the said courts shall have jurisdiction to entertain and try such action(s) and/ or proceedings to the exclusion of all the other courts.

11.3 In the event of any question, dispute/differences arising under this agreement or in connection herewith (except as to matters the decision of which is specifically provided under this agreement) the same shall be referred for the sole Arbitration to the Director, NID MP or his nominee. The award of the Arbitrator shall be final and binding on the parties. In the event of such Arbitrator, to whom the matter is originally referred to, being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director, NID MP shall appoint another person to act as Arbitrator in place of the outgoing Arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the state at which it was left by his predecessor.

11.4 The Arbitrator may from time to time, with the consent of all the parties, enlarge or extend the time for making (and publishing) the award. The Arbitrator may give interim award(s) and/or directions, as may be required subject to the aforesaid provisions of the the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from the time being in force shall be deemed to apply to the arbitration proceedings under the clause. The venue of the arbitration shall be Bhopal.

11.5 It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitrator at the time of invocation of arbitration under the clause. It is a term of the contract that cost of an arbitration shall be borne by the parties them self. The venue of arbitration, if any, shall be at Bhopal. Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 and any statutory modification or reenactment

thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

12. Indemnification :

12.1 That the Contractor shall keep the NID MP indemnified against all claims whatsoever in respect of the manpower deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor will be to contest the same. In case NID MP is made party and supposed to contest the case, the NID MP will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Contractor to NID MP on demand. Further, the Contractor shall ensure that no financial or any other liability comes on NID MP in this respect of any nature whatsoever and shall keep NID MP indemnified in this respect.

12.2 The Contractor shall further keep the NID MP indemnified against any loss to the Institute's property and assets. The NID MP shall have further right to adjust and/or deduct any of the amount as aforesaid from the payments due to the Contractor under this contract.

12.3 Welfare of the staff including indemnifying them against cases of accident/ death etc while on duty or otherwise will be the responsibility of the Contractor. Claims, if any, will solely be settled by the Firm/ Company/ Agency.

12.4 The selected Service Provider will indemnify NID MP from all legal, FINANCIAL, statutory, Taxation obligations and associated other liabilities.

12.5 The Service Provider shall indemnify the Institute against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

13. Force Majeure:

13.1 Bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the Bidder, i.e. Force Majeure.

13.2 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean, acts of god, war revolt, riots, fire, flood and act and regulations of the Government of India or any of its authorized agencies. Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7(seven) days of the alleged beginning and ending therefore giving full particulars and satisfactory proof. Time for performance or relative obligation suspended by the Force Majeure shall be extended by the period for

which cause lasts or condoned by the Institute without any penalty. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option to authorize the contract in whole or part therefore at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances. For the period of force majeure, no amount shall be payable to the Service Provider.

14. Termination of Contract

14.1 If the Catering services of the Service Provider are not found satisfactory, the service provider will be issued a written notice for improvement of its services by the Institute authority. If satisfactory improvement is not found (within 2 weeks) after this notice, penalty for poor service as specified in the agreement, a final two months" notice will be issued to the Service Provider by the Institute authority to terminate the contract without prejudice to any rights or privileges accusing to either party prior to such termination. During the period of notice both parties shall continue to discharge their duties and obligation.

14.2 The Institute reserves the right to terminate the contract by giving a one months' notice to the Service Provider besides immediate termination of contract on compelling grounds.

14. 3 The Institute in any situation will not be under any obligation to pay compensation or make the payment for which services are not rendered.

14.4 In case of breach of any terms and condition of the contract, the Performance Security Deposit of the Service Provider will be liable to be forfeited, beside immediate termination of contract or other lawful action that may be taken against the Service Provider.

14.5 If the Service Provider, in the decision of the Institute has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, the Institute may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part.

CHAPTER-2

SECTION – D

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT MADE ON, -----day ofbetween National Institute of Design, Madhya Pradesh, Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038 (hereinafter referred to as the Employer, which expression shall include its successors and assignees and authorized officers of the Institute) of the one part and.....
.....
address.....,
(hereinafter referred to as Contractor which expression shall include his heirs, executors, administrators and permitted assignees) of the other part.

WHEREAS the Employer is desirous of getting the Service of providing Catering Services in Student Mess at campus of National Institute of Design, Madhya Pradesh and has caused general conditions, special conditions and schedule of quantities describing the work prepared.

AND WHEREAS the said general conditions, special conditions and the schedule of quantities and other documents have been signed by on behalf of the parties.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Contractor shall upon and subject to the conditions hereinafter contained execute and offer the catering service at the rates specified in the attached schedule of quantities and with such manpower & materials as are provided for and in accordance in all respects with the conditions, specifications and instructions in writing.

The contract will be for a period of One years initially, from the date of signing of agreement, extendable for two more year after yearly appraisal of services with a trial period of 3 (three) months. If the services during the trial period are satisfactory, the contract will be continued for the remaining period of 9 (twenty one) months.

In case the services during the trial period are not satisfactory, the contract will be terminated at one month' notice. The NID MP may renew/extend the contract to such further period (s), as it may deem proper and in any case **not exceeding three years from the date of commencement of services**, having regard to the quality and manner of the Contractor's performance. However, it shall be with consent/ written request by the Contractor in this regard.

2. The Employer shall pay to the Contractor such sums as shall become payable at the time and in the manner specified in the said conditions.

3. This agreement contains the following documents in addition to articles of agreement.

- (i) Original tender documents.
- (ii) Other correspondence leading to the acceptance of tender.
- (iii) Letter of acceptance of tender.

4. Upon breach by the Contractor of any of the conditions of the agreement, the Employer may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the NID MP to claim damages for antecedent breaches thereof on the part of the Contractor and also to reasonable compensation for the loss occasioned by the failure of the Contractor to fulfill the agreement as certified in writing by the Employer, which certificate shall be conclusive evidence of the amount of such compensation payable by the Contractor to the NID MP.

5. Upon the determination of this agreement whether by effluxion of time or otherwise, the security deposit shall after the expiration of two months from the date of such determination be returned to the Contractor but without interest and after deducting there from any sum due by the Contractor to the Government under the terms and conditions of this agreement.

6. The Employer may give notices in connection with the Contract. In consideration of the payments to be made by the NID MP, the Contractor hereby covenants with the NID MP to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

7. If subject to circumstances beyond control (Force Majeure) the Contractor fails to deliver the services in accordance with the conditions mentioned in the tender, the Employer shall be entitled to render services from else other organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without canceling the Contract in respect of the consignment not yet due for delivery, or to cancel the Contract.

8. In the event of action to be taken, the Contractor shall be liable for any losses, which the Employer, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

Signed:
For and on behalf of

Witness 1

National Institute of Design, Madhya Pradesh

.....
Authorized Signatory

Witness 2

For and on behalf of

M/s
Authorized Signatory

Witness 1

Witness 2

**CHAPTER 3
SECTION A**

SCHEDULE OF REQUIREMENTS

Evaluation Scheme (Three Stage Evaluation)

A. Technical Evaluation Scheme

SL. No.	Description	Criteria for Marks	Minimum marks required in each description for Qualifying in Technical Criteria	Maximum Marks
1.	Number of Years of experience in providing catering services to IITs/IIMs/ NITs/ Central/State Universities/Autonomous organizations/ Centrally Funded Technical Institutions (CFTIs)/ PSUs/ Reputed Private Educational Organizations. The bidders having experience for providing catering services to Educational Institutions such as IITs, IIMs, NITs and Centrally Funded Technical Institutions (CFTIs) will be given preference.	2 mark for each year of experience subject to maximum of 20 marks	10	20
2.	FSSAI Registration	5 marks for valid certificate	5	5
3.	Firms having ISO/BIS Certification	5 Marks	5	5
4.	Number of successful completed contracts of minimum 1 year duration in providing catering services in in last five	3 marks for each completed contract each of minimum 1 year duration subject to	9	15

	years (from 1.04.2015 to 31.03.2020) with minimum contract value of Rs one crore in any of the IITs/IIMs/ NITs/ Central/State Universities /Autonomous organizations/ Centrally Funded Technical Institutions (CFTIs)/ PSUs/ Reputed Private Educational Organizations along with services provided to CFTIs.	maximum of 15 mark		
5.	Minimum turn-over of one crore annually for the last three years in catering services only.	3 marks for minimum turnover and 1 mark each for every additional one crore subject to maximum of 10 marks	3	10
6.	Number of ongoing Mess Catering contract with minimum contract value of Rs one crore in any of the IITs/IIMs/ NITs/ Central/State Universities/ Autonomous organizations/ Centrally Funded Technical Institutions (CFTIs)/ PSUs/ Reputed Private Educational Organizations as on 31.10.2020.	3 marks for each ongoing contract and maximum of 15 marks	3	15
7.	Firms have its Head Office/Branch Office/Base Kitchen in Madhya Pradesh	5 marks	0	5
	Total		35	75

The technical committee will evaluate the proposals on various parameters as detailed above at A based on the duly signed documents submitted in technical bid in .pdf format by prospective bidders. Bidders meeting the eligibility criteria and scoring a minimum mark as prescribed in each description as well as overall minimum of 35 marks out of 75 will be declared technically qualified. The evaluation of the technical committee is final and binding. The firms found technically qualified in this stage will be eligible for calling for presentation on next stage.

B. Presentation by Technically qualified bidders

All technically qualified bidders, with minimum 35 marks in technical parameters, will have to present about their technical specifications, Innovations, Infrastructure, skilled & experienced Manpower, their firm's performance in the area of catering services, hygiene, sanitation of Mess, disposal of garbage/waste material facilities and innovative idea in food/catering field, balanced diet etc. before the Committee. The bidders will have to specify the organizational chart of their Firm/Company/Organization, hierarchy of Managerial Personnel, Level of Management, Qualifications of personnel at managerial level and Qualifications of other personnel like Head Cooks, Cooks and Catering Assistants/Workers/Servers etc. Preferably one or more managerial rank should be Female Personnel as majority of students are female. The Committee may random inspect by visiting the sites/institutions where the catering services is being offered by the firm to ascertain the quality of food cooked/ingredients used/ Hygiene and standard of services offered. The presentation including site visit will be evaluated for maximum 25 marks and qualifying marks will be 12 marks.

C. Financial Evaluation Scheme

Financial Bids of Technically qualified bids and qualified bids in presentation will be opened through CPP portal and evaluated on the basis of highest rent to be offered by the service providers.

CHAPTER 4

SCOPE OF SERVICE REQUIRED AND ALLIED TECHNICAL DETAILS

SECTION A

Definitions:

1. "Bid" (including the term "tender", "offer", "quotation" or "proposal" in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers;
2. "Bidder" (including the term "Tenderer", "consultant" or "Service Provider" in certain contexts) means any eligible firm or company or Service Provider participating in a procurement process with a Procuring Entity;
3. "(Standard) Bid(ding) documents" (including the term "tender (enquiry) documents" or "Request for Proposal Documents" – RFP documents in certain contexts) means a document issued by the Procuring Entity, including any amendment thereto, that sets out the terms and conditions of the given procurement and includes the invitation to bid;
4. "Bid security" (including the term "Earnest Money Deposit"(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the solicitation documents.;
5. "Competent authority" means the officer(s) who finally approves the decision.
6. "e-Procurement" means the use of information and communication technology (specially the internet) by the Procuring Entity in conducting its procurement processes with bidders for the acquisition of goods (supplies), works and services with the aim of open, nondiscriminatory and efficient procurement through transparent procedures;
7. "Notice inviting tenders" (including the term "Invitation to bid" or "request for proposals" in certain contexts) means a document and any amendment thereto published or notified by the Procuring Entity, which informs the potential bidders that it intends to procure goods, services and/or works.;
8. "Outsourcing of Services" means deployment of outside agencies on a sustained long term (for one year or more) for performance of other services which were traditionally being done in-house by the employees of Organization (Cooking/Catering Services for Hostels),
9. "Procurement Contract" (including the terms "Purchase Order" or "Supply Order" or "Withdrawal Order" or "Work Order" or "Contract for other services" under certain contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the supplier, Service Provider or Company/Firm/ Service Provider on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country.
10. "Service" is defined as any subject matter of procurement other than goods or works, except those incidental or consequential to the service and includes physical, maintenance, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a Procuring Entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf.

CHAPTER 4

SECTION B- SCOPE OF SERVICES REQUIRED

SCOPE OF SERVICES REQUIRED

National Institute of Design, Madhya Pradesh having in campus residential accommodation for capacity of 480 students and employees, desires to offer the contract for providing catering service for its Mess on the terms and condition of this tender document and the contract agreement to be signed with successful bidder. The tentative number of students would be as follows:-

A- Services required on Continuous basis for Student Mess (for Indian Students)

Year	Number of Students	Per Student monthly Amount to be paid to the Service Provider (inclusive of GST)	Tentative Monthly Payment to the Service Provider for 10 Month in an Academic year
2020-21	57+58# = 115	4350/- (30/- (B) + 45/-(L) + 50/- (D) + 20/- (ES) = 145/- *30 days = 4350/-)	5,00,250/- \$
2021-22	57+58#+75#+50^ = 240	4290/- (28/- (B) + 45/-(L) + 50/- (D) + 20/- (ES) = 143/- *30 days = 4290/-)	10,29,600/- \$
2022-23	57+58#+75#+50#+75^ +50^+50^ = 415	4200/- (28/- (B) + 42/-(L) + 50/- (D) + 20/- (ES) = 140/- *30 days = 4200/-)	17,43,000/- \$
Total value of the Tender for 3 years (approximate)			3,27,28,500#

The figure is tentative and flexible in nature (not guaranteed) and subject to change as per the intake of students in academic courses.

^ This figure is tentative in nature and subject to the permission from Government to start of new courses from academic year 2021-22.

\$ The figure is tentative in nature and will depend on the actual number of students.

Please refer **B as Breakfast, L as Lunch, ES as Evening Snacks and D as Dinner.**

The tentative menu is attached as Annexure I of this Tender Document.

B- Services required on Continuous basis for Student Mess (for Foreign Students)

Year	Number of Students	Per Student monthly Amount to be paid to the Service Provider (inclusive of GST)	Tentative Monthly Payment to the Service Provider for 10 Month in an Academic year
2021-22	11# = 11 [^]	4350/- (30/- (B) + 45/-(L) + 50/- (D) + 20/- (ES) = 145/- *30 days = 4350/-) Plus 1500/-%	64,350/-
2022-23	11#+11# = 22 [^]	4290/- (28/- (B) + 45/-(L) + 50/- (D) + 20/- (ES) = 143/- *30 days = 4290/-) Plus 1500/-%	127,380/-
2023-24	11#+11# +11#= 33 [^]	4200/- (28/- (B) + 42/-(L) + 50/- (D) + 20/- (ES) = 140/- *30 days = 4200/-) Plus 1500/-%	1,88,100/-
Total value of the Tender for 3 years (approximate)			37,98,300#

%Apart from above, One Non-Vegetarian item/dish (special item), which shall be delicacy/specialty of the country to which foreign student belong, will be served every alternate day on a additional cost of Rs 100/- per plate, which will be Rs 1500/- per foreign student per month.

The figure is tentative and flexible in nature (not guaranteed) and subject to change as per the intake of students in academic courses.

[^] This figure is tentative in nature and subject to the permission from Government to start of new courses from academic year 2021-22.

\$ The figure is tentative in nature and will depend on the actual number of students.

Please refer **B** as **Breakfast**, **L** as **Lunch**, **ES** as **Evening Snacks** and **D** as **Dinner**.

The tentative menu is attached as Annexure I of this Tender Document. The menu, meals, days of serving of special item and quantity will be decided by the Mess Committee in consultation with the Mess Contractor.

Besides above, there are approx 20-40 number of employees (regular and contractual) may avail the Mess services on direct payment basis to the service provider.

C- Service required on Occasional Basis for Official purpose

Sl no.	Particulars	Per Person Rates (in Rs and inclusive of GST)	Menu of Catering services required	Remarks
1	Special Breakfast	80/-	Annexure II	Will be required on Occasional basis
2	Special Lunch/Dinner	150/-	Annexure II	Will be required on Occasional basis
3	Executive Breakfast (Veg/Non-veg)	120/-	Annexure II	Will be required on Occasional basis
4	Executive Lunch/Dinner (Veg)	250/-	Annexure II	Will be required on Occasional basis
5	Executive Lunch/Dinner (Non-Veg)	300/-	Annexure II	Will be required on Occasional basis
6	High Tea	70/-	Annexure II	Will be required on Occasional basis
7	Executive High Tea	100/-	Annexure II	Will be required on Occasional basis
8	Tea with two cookies and one piece of snack	25/-	Annexure II	Will be required on Occasional basis
9	Tea with two cookies	15/-	Annexure II	Will be required on Occasional basis

Scope for Catering Services

1. It will be the responsibility of the Service Provider to provide breakfast/lunch/dinner as well as morning/evening tea/coffee to the students/guests well in time, which will be communicated to the Service provider.
- 2.. The Service Provider shall also be asked to supply and serve special lunch/dinner for guests of NID MP as requested, on fixed rates duly approved by the NID MP.
3. The Service Provider shall be responsible for making arrangement for cleaning and washing of the cutleries, crockeries and other utensils used for preparing and serving coffee/tea/breakfast/lunch/dinner and also segregation and disposal.
4. The Service Provider is permitted to utilize the kitchen and store available in Mess for the purpose of cooking/storing the necessary vegetables/groceries. Cooking for regular breakfast/lunch/dinner must be done in the Mess kitchen only. The Service Provider shall keep the storeroom, kitchen, and dining area clean.
5. The Service Provider shall maintain the account of the number of breakfast/lunch/dinner provided on a per day basis and submit the bill to the Institute at the end of every month.
6. The Service Provider is responsible for charging the guests for the number of breakfast / lunch / dinner /coffee / tea they have ordered as per the approved rates. The Service

Provider has to arrange himself all the requisite items for cooking, cleaning materials, labourers for cooking (assistants, skilled, and other staff).

7. Dining hall/Kitchen/Cafeteria service shall be rendered in hygienic condition by trained chefs, cooks, cleaners etc. Appropriate pest-control treatment in kitchen/store- room areas must be undertaken periodically (once a week).

8. Meals should be provided as per the menu and rates as fixed by the Institute. The menu details are given here under for which the rate is to be mentioned in financial bid. Menu/rates should also be indicated for events or special occasions (viz., seminars, workshops, conferences, summer/winters schools etc.) on per head basis for Lunch / Dinner, for vegetarian dishes.

9. Kitchen items and utensils will be arranged by the Service Provider as per the requirement at no extra charge. Repair and maintenance of the items under Service Provider's control like gas stoves, refrigerator, water cooler, water purifier, bread toaster, mixer/grinder and other Catering service will be done by the Service Provider at no extra charge.

10. Sanitation in case of outbreak of epidemic or any such special circumstances will be the sole responsibility of the Service Provider.

11. The Service Provider has to ensure hygienic condition under which food is prepared.

12. The Service Provider has to ensure trained manpower to be deployed in the dining hall who are well mannered.

13. The eatables served by the Service Provider to the Guests shall be completely hygienic, free from any sort of adulteration or foreign ingredients etc. Dishes containing any foreign ingredient shall not be served.

14. All vegetables, fruits etc. used shall be fresh and shall not be rotten or overripe. The Service Provider shall be responsible for their hygiene and safety. Milk and milk products such as curd, yoghurt, cheese etc. shall be of good quality and should be prepared and served fresh. All the items being used shall be stored properly and used before the expiry. The Service Provider shall also maintain hygienic conditions in cooking/pantry area & dining/serving areas.

15. The Service Provider shall be required to adjust/change the timings as and when required depending upon the progress of any special events. It shall be ensured that tea/coffee are served steaming hot.

16. The Service Provider will be exclusively responsible to meet and comply with all legal requirements with respect to food items prepared and sold by him, including with respect to raw material and ingredients incorporated therein, and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to preparation, storage, service and sale of food, including the provision of the FSSAI, Prevention of Food Adulteration Act, The Essential Commodities Act, The Weight & Measures Act and all rules, regulation and order framed there under, including safety and health of all consumers/residents under the said contract. The Service Provider should keep the owner indemnified from and against any claim of infection, food poisoning or illness arising from any bad, stale or defective food or materials provided as meals during the entire contract period.

17. The authority entrusted with the task, will check the quality of grains, oil, flour, fruits, vegetables and other provisions used in cooking in routing and random manner. Any deficiency may lead to penalty. The Service Provider itself will be responsible for periodical inspection and submit a report in this regard to the office of the Registrar.

GENERAL STRUCTRE OF THE MENU:

The detailed sample menu for Catering service is provided in Annexure I. It shall subject to change as per recommendation of mess committee and the orders of the NID MP.

CHAPTER 4

SECTION- C TECHNICAL BID PROFORMA

Sr. No.	Documentary Proof (Self attested)	Details	Page No.
i.	1- Name of the Bidder 2- Type of Bidder (Proprietary Firm/Company/LLP/Partnership Firm) 3- Complete Address 4- Telephone number 5- Official Email id of the Bidder 6- Mobile number of the owner		
ii.	Proof of incorporation/ inception of the Firm/ Company/ Agency	[Upload the document & refer here]	
iii.	Details of infrastructure, persons employed, and number of offices/branches available	[Upload the document & refer here]	
iv.	Copy of license obtained under FSSAI ACT	[Upload the document & refer here]	
v.	Copy of ISO/BIS Certification	[Upload the document & refer here]	
vi.	Copy of PAN Card	[Upload the document & refer here]	
vii.	GST registration number with copy of certificate	[Upload the document & refer here]	
viii.	Document related to minimum 5 (Five) years of experience in providing catering services to IITs/IIMs/ NITs/ Central/State Universities/Autonomous organizations/ Centrally Funded Technical Institutions (CFTIs)/ PSUs/ Reputed Private Educational Organizations	[Upload the document & refer here]	
ix.	Document related to Number of successful completed contracts of minimum 1 year duration each in providing catering services in last five years (from 1.04.2015 to 31.03.2020) with minimum contract value of Rs one crore in any of the IITs/IIMs/ NITs/ Central/State Universities /Autonomous organizations/ Centrally Funded Technical Institutions (CFTIs)/ PSUs/ Reputed Private Educational	[Upload the document & refer here]	

	Organizations along with services provided to CFTIs.		
x.	Document related to number of ongoing Mess Catering contract with minimum contract value of Rs one crore in any of the IITs/IIMs/ NITs/ Central/State Universities/ Autonomous organizations/ Centrally Funded Technical Institutions (CFTIs)/ PSUs/ Reputed Private Educational Organizations as on 31.12.2020.	[Upload the document & refer here]	
xi.	Documents related to average turnover of minimum Rs 1 crore per year {Copies of IT Returns/ Audited accounts statement or CA Certificate of the last three years (2017-18, 2018-19, 2019-20)}	[Upload the document & refer here]	
xii.	Documents related to the fact for having HQ/Branch office or base kitchen of bidder at Madhya Pradesh	[Upload the document & refer here]	
xiii.	Certificates of satisfactory completion of Catering Services at any three of the clients being IIT/IIM/NIT/Central University/ CFTIs/ PSUs/ Central Autonomous Bodies where the firms has offered its services in last three years (separate format of Annexure IV for at least three Catering contract)	[Upload the document & refer here]	
xiv.	An affidavit duly certified by a Notary that the Bidder has not been blacklisted by any IIT/IIM/CFTI/NIT/PSU or any other Government organization in last three year.	[Upload the document & refer here]	
xv.	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company has never been black listed or changed the name of the firm and that the Partners of the firm or sole Proprietor or Company is/are not involved in any Police Case/ Vigilance enquiry pending or ever been punished by any Hon'ble Court (in Original).	[Upload the document & refer here]	
xvi.	Details of Earnest Money Deposit	[Upload the document & refer here]	

All the documents shown above are mandatory in nature and in the absence of above the bids may be rejected.

Signature of the Bidder with seal and date

CHAPTER 4

SECTION - D

SAMPLE FINANCIAL BID PROFORMA

(To be downloaded by the bidder form CPP portal and Uploaded filed Financial Bid {BOQ format} on CPP Portal)

Name of the Firm:

Service Charges:-

Description	Monthly Rent in INR (excluding GST)	Total Amount in Rs.
Monthly Rent for Mess Services	(In figures)	Rs (in figures)
	(In words)	Rupees (in words)
	

Note:

- (i) The Rent will be increased @ 10% every year.
- (ii) The Rent is exclusive of GST which will be charges over and above the Monthly rent.
- (iii) Besides Monthly rent the Service provider will have to pay the monthly Electricity charges, Water & Maintenance Charges as per tender document.
- (iv) 100% rent for 10 Months and 50% Rent for two months in an year will be paid by the selected contractor.

CHAPTER 5

Annexure and Formats

Annexure I

Menu for Breakfast, Lunch, Evening Snacks and Dinner for Students

Sample Mess Menu

Days	Breakfast	Lunch	Snacks	Dinner
		Veg: 7 days (2 days- paneer, 2 days- mushroom) & Non-Veg: 4 days (2 days-egg, 2 days - chicken)	Veg: 7 days with 1 day- Paneer snack. Non-Veg: 1 day- Egg snack.	Veg: 7 days (1 day- mushroom, 1-day paneer,) Non-Veg: 2 days (1 day- mutton/Chicken, 1 day-egg)
Monday	Common items + 2 breakfast items (1-oily and 1-non-oily item)	Common items + 2 main lunch items (1-Dry item, 1-Gravy item)	Common items + 1-snack main item	Common items + 2 dinner main item (1-Dry item, 1-Gravy item) 1-sweet
Tuesday	Common items + 2 breakfast items (1-oily and 1-non-oily item)	Common items + 2 main lunch items (1-Dry item, 1-Gravy item)	Common items + 1-snack main item	Common items + 2 dinner main item (1-Dry item, 1-Gravy item)
Wednesday	Common items + 2 breakfast items (1-oily and 1-non-oily item)	Common items + 2 main lunch items (1-Dry item, 1-Gravy item)	Common items + 1-snack main item	Common items + 2 dinner main item (1-Dry item, 1-Gravy item) 1-sweet
Thursday	Common items + 2 breakfast items (1-oily and 1-non-oily item)	Common items + 2 main lunch items (1-Dry item, 1-Gravy item)	Common items + 1-snack main item	Common items + 2 dinner main item (1-Dry item, 1-Gravy item)
Friday	Common items + 2 breakfast items (1-oily and 1-non-oily)	Common items + 2 main lunch items (1-Dry item, 1-Gravy item)	Common items + 1-snack main item	Common items + 2 dinner main item (1-Dry item, 1-Gravy item)
Saturday	Common items + 2 breakfast items (1-oily and 1-non-oily item)	Common items + 2 main lunch items (1-Dry item, 1-Gravy item)	Common items + 1-snack main item	Common items + 2 dinner main item (1-Dry item, 1-Gravy item)

Sunday	Common items + 2 breakfast items (1-oily and 1-non-oily item)	(Special lunch once in a month) Veg and non-veg biriyani; naan; roti; poori; plain rice; toor dal; 1-Dry item veg and non-veg 1-Gravy item veg and non- veg with Ice-cream	Common items + 1-snack item main	Common items + 2 dinner main item (1-Dry item, 1-Gravy item)
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Note: This is just a sample format menu, change are possible based on decisions of mess Committee.

Quantity of the items:

01. Milk – 200ml. 02. Cornflakes – 50 gm, 03. Tea – 70ml. 04. Curd – 100gm. 05. Chicken – 100gm. 06. Fish –70gm. 07. Mutton – 100gm. 08. Egg Curry – 02 pcs egg.

Common items:

- Common items Breakfast:** Cornflakes +milk; tea/ coffee; egg bhurji/ boiled egg; bread, butter and jam; bananas.
- Common items Lunch:** Rasam/ Sambar; Toor dal/ Dal makhani/ Chana dal/ Masoor dal/ Moong dal; Tomato chutney/ pickle/ salad/ papad; curd/ dahi boondi/ dahi bada/ dahi raita, roti/ chapatti; rice, fruits.
- Common items Snacks:** Tea/ coffee/ milk/ nimboo pani; biscuits/ samosa/ kachori/ bonda/ sandwich.
- Common items Dinner:** Rasam/ Sambar; Dal; Roti; Rice.

Component of Meals:-

- Breakfast:** 1 warm main dish (During poha sheera will be served), Pulses, Tea, coffee, Milk (Hot/Cold), (Milk Card), Bournvita and Cornflakes (Chocos 2 times in week in place of Cornflakes) Banana (limited), Bred Butter Jam, Egg item, One veg item.
- Lunch:** 1 Gravy dish, 1 Dry dish, Dal, Chapati, 1 drink (unlimited), Salad, Rice, Papad/Fryums, Curd item.
- Dinner:** 1 Gravy dish, 1Dry dish, Dal, Chapatti, Rice, Dessert (limited), Soup (2 times a week).
- All items in the menu not specified limit will be served on unlimited basis, eg. Gravy, Rice, Roti. Tanddor items to be served twice a week, including tandoori roti and Naan.
- Veg Card:** Veg card item is to be given to veg students on either Breakfast or tiffin. It includes fruit (3 times a week), cookie (3 times a week, can be made in baking oven available) and cheese (1 time a week).

6. Panner Bhurji in Veg Card.
7. Egg Card: Any 1 egg item (as asked by student) to be given on either Breakfast or lunch or tiffin.
8. Milk Card: Number of glasses of Milk in given a month equals to number of days in that month. For e.g a student can consume 2 glasses of milk on one day, 3 glasses on other day or 0 glass of milk on any other day. Note that maximum glasses of milk allowed in a month (e.g. April, 30 days) equals to number of days in that month (i.e. 30 glasses in April) and no one can consume more that 4 glasses in a single day.
9. About Special event: There is 1 free Gala Dinner and 1 free Tea party in each semester. There are 6 Special Dinners included for the whole year (both semesters). These will be adjusted over all Mess Charges for the Semester.
10. Other General Note: in case of Panner Curry, no other curry or dry sabji will be provided. Also, there will be Pizza twice in a month (can be made in baking over available). Paneer items are to be provided 3 times in first week, then 2 times in next week and this process of alternate 3 times & 2 times is repeated. Chole Bhature is given in lunch every week. No other sabji is provided on that Lunch. We will add tandoor roti in dinner, and it will be provided 2 times a week.

Special Provisions For Foreign Students Only:-

Besides, above complete Menu and provisions in this annexure, one Non-Vegetarian item/dish (special item), which shall be delicacy/specialty of the country to which foreign student belong, will be served every alternate day on an additional cost of Rs 100/- per plate, which will be Rs 1500/- per foreign student per month. **The menu, meals, days of serving of special item and quantity will be decided by the Mess Committee in consultation with the Mess Contractor.**

NOTE

1. One day in a month, special lunch would be served.
2. The detailed Menu will be provided by the Mess Committee one week before of each quarter. However, the institute reserves the right to change in menu at any time and which shall be binding on the part of Service Provider.
3. Caterer should provide special Dinner or Lunch on occasions like festivals for eight days in a year, as decided by the mess council, 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 council.
4. One sweet dish shall to be served on the festival days (The list of festival days to be decided by the mess council).
5. There is possibility of serving limited non-veg with no extra cost as well, if some items from menu is removed by Mess Committee.

Annexure II

Menu for Breakfast, Lunch, Evening Snacks and Dinner for Official Guests/Meetings/Seminars/Conferences

Sl no.	Particulars	Rates	Menu
1.	Special Breakfast	80/-	Common breakfast of the day + One bowl Fresh cut fruit + 2 Boiled Egg/Omelet+ One bowl Sprouts + 2 piece Bread Butter/Jam
2.	Special Lunch/Dinner	150/-	Common Lunch/Dinner of the day + One Paneer dish + one additional dry Sabji + Salad + Pulav + Raita +Papad + Sweet
3.	Executive Breakfast	120/-	Common breakfast of the day + One bowl each Fresh cut fruits (two type)+ 2 Boiled Egg/Omelet+ 1 bowl Steamed Vegetable + a glass of Fresh Juice + own bowl Sprouts+ 2 piece Bread Butter/Jam
4.	Executive Lunch/Dinner (Veg)	250/-	Common Lunch/Dinner of the day + 2 types of Soup + Pre-diet snacks (2 types) + One Paneer dish + One additional dry sabji + one additional gravy Sdish + Salad + Basmati Pulav + Naan+ Raita or curd+Papad+Sweet + Ice-cream
5.	Executive Lunch/Dinner (Non-Veg)	300	Common Lunch/Dinner of the day + 2 types of Soup + Pre-diet snacks (one veg + one non-veg) + One Paneer dish + One additional dry sabji + One Non-veg dish (Mutton/Chicken)+ Salad + Basmati Pulav + Naan+ Raita or curd+Papad+Sweet + Ice-cream
6.	High Tea	70/-	Tea/Lemon tea/black tec/Coffee+ Two Biscuits +Chips+One Sweet+ two piece of Dhokla +Smosa/Paties/Bread Pakora/Alu tikki+One cheez Sandwich
7.	Executive High Tea	100/-	Tea/Lemon tea/black tea/Coffee+ Nimboo-pani+Soup+Two Biscuits +Chips+One Sweet+ two piece of Dhokla + 8-10 Piece of dry fruits (salted Kaju/Badam/Pista) +one Smosa/Paties /Bread Pakora/Alu tikki+One Cheez Sandwich
8.	Tea with two cookies and one piece of snack	25/-	Tea/Lemon tea/black tea/Coffee+ Two Biscuits +one Smosa/Paties /Bread Pakora/Alu tikki/Vegetable Sandwich
9.	Tea with Cookies	15/-	Tea/Coffee/Lemon Tea Plus Two Biscuits

Annexure III

PERMISSIBLE BRANDS OF CONSUMABLES ITEMS

Items	Brands
Salt	Tata, Annapurna, Nature fresh, Ashirvaad
Spices	Everest, MDH, Catch, MTR, Patanjali
Ketchup	Maggi, Kissan, Heinz, Del Monte,
Oil (sunflower)- refined	Sundrop, Saffola, Fortune, Nature Fresh, Dhara Use of hydrogenated (Vanaspati) oil is strictly prohibited
Pickle	Nilon's, Priya, Tops, MTR, Bedekar
Atta/Maida/Suji	Ashrivad, Pillsbury, Annapurana, Samrat, Nature Fresh, Patanjali, Shakti Bhog
Instant Noodles	Maggi, Top Ramen, Yippee, Ching's secret, Pantanjli
Flavoured Drink	Rasna, Roohafza, Patanjali, Mapro
Papad	Lijjat or any other reputed brand
Butter	Amul, Mother dairy, Patanjali, Kwality (use of margarine of any other butter substitutes are prohibited)
Bread	Modern, Kwality, Wibs, Britannia, Bonn, Harvest Gold
Cornflakes	Kellogg's Patanjali
Chocos	Kellogg's or any other reputed brand
Jam	Kissan, Topsrozen, Cremica,
Ghee	Amul, Patanjali, Mother Dairy, Britinna, Gits, Nastle, Everyday, Dynamix, Vadilal, Warana
Frozen Yogurt	Amul, Mother Dairy
Cow Milk (Half Cream/ Non-toned)	Amul, Mother Dairy, Govardhan, Warana, Kwality
Paneer	Amul, Mother Dairy
Tea	Tajmahal, Brooke Bond, Lipton, Tata, Tetley
Coffee	Nascafe, Bru, Tata
Ice Cream	Amul, Mother Dairy, Kwality wall's, Nautral's Havmour, Vadilal
Soya badi	Nutreala, Tops
Frozen Peas	Safal (offseason), Al kabeer, vadilal
Cheese & Shrikhand	Amul, Mother Dairy, Britannia
Basmati Rice	India Gate, Dawat, Royal, Donur, Kohinoor, India Gate, Fortune
Custard Powder	Brown & Polson
Sauce (Chilli, garlic, Soya, Manchurian, Tomato)	Chings, Heinz, Maggi, kissan, Sam's, Cremica, tops
All Dal (Tood Dal/ Masoor Dall/ Urad Dall/ Channa Dall/Chole/Rajmah etc.)	Tata, India gate, MTR, Patanjali Packed materials from Best Price/D-mart/ Big Bazaar/ Big basket
Sugar	Madhur, Dhampur or any other Brand Packed materials from Best price/Dmart/Big Bazaar/Bigbasket

	(Loose material will not be allowed)
Cornflour/Rava	Satyam, Aashirwad, Fortune Packed materials from Best price/Dmart/Big Bazaar/Bigbasket (Loose material will not be allowed)
Non Veg. (Chicken, Mutton, Fish) and Egg	These items must be purchased as fresh one and on the day of use. The Service provider will be responsible for the quality and hygiene of these items.
All other items (non-Branded)	As decided by the Mess committee. The items must be best in class as available in Market. The Service provider will be responsible for the quality and hygiene of non branded items.

Note:- Service Provider will use only FSSAI approved brands and in case of non availability of any particular having FSSAI certification, the substitute item may be procured by the service provide only after getting permission of NID MP, in writing.

ANNEXURE IV

FORMAT FOR PERFORMANCE CERTIFICATION

(Furnish this information for each individual Catering Contract involving clientele of 300 or more students/person for the Organization to whom the catering service offered)

1-Name of the Contract and location

2. Agreement no. With date

3. Scope of Contract

4. Annual Contract Cost

5. Date of start

6. Period

7. Amount of compensation/penalty levied, if any

8. Performance Report

(i) Quality of Catering service and Ingredients used-

Good / Satisfactory/ Unsatisfactory

(ii)Performance on Hygiene/Cleanliness/Behavior of Catering Staff: -

Good / Satisfactory/ Unsatisfactory

(i) Evaluation of Service in terms of balanced diet and innovative Catering:-

Good / Satisfactory/ Unsatisfactory

(Signature of the Authorized Authority of the Organization)

Date:

(Official Seal of the Organization)

ANNEXURE V

LETTER OF CONSENT

To,

The Director
National Institute of Design, Madhya Pradesh,
Acharpura, Eint Khedi, Post Arwaliya,
Bhopal (MP) – 462038

Name of Work: Catering Services in Student Mess at NID MP.

Sir,

1. I/We understand the nature and quantum of service to be offered by me/us. I/we have read the various conditions to tender including general conditions and hereby agree to abide by the all said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 90 (ninety) days from the date fixed for opening the Technical Bid and in case the tender is withdrawn within the validity period or the contract if awarded is not accepted, I/We understand that my/our “Earnest Money Deposit” submitted along with the tender to NID MP will be liable for forfeiture. The rate quoted is firm and I/we will offer the services as per the requirement of the Institute on the rates mentioned in this tender document and schedule and hereby bind myself/ourselves to carry out the work/services during the entire contract period as per the letter of acceptance of the tender/contract. I/We also hereby agree to abide by the rules and regulations of the NID MP, general conditions of the contract as amended from time to time and to carry out the work according to the conditions of the contract laid down by NID MP.

2. Earnest Money in the form of Demand Draft /Bank’s Pay Order drawn in favour of National Institute of Design from a Scheduled bank is attached with the tender papers. The full value of the Earnest Money shall stand forfeited without prejudice to any other right to remedies if:-

- (i) I /We do not execute the contract agreement within 10 (Ten) days after getting information from NID MP, or
- (ii) I / We don’t commence the services within fifteen days of getting information from NID MP.

3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work.

Date:

Signature of Bidder(s) with Stamp, Address:

ANNEXURE VI

Undertaking on affidavit (On Stamp value Rs 100/-)

It is certified: -

- (a) that the Firm or Partners of the Firm or sole proprietor or Company as the case may be , has never been black-listed by any organization and the name of the Firm or company has not been changed,
- (b) that there is no police case/vigilance enquiry pending against the Partners of the Firm or sole proprietor or Company as the case may be, and that he/ she/ it has never been punished by any Hon'ble Court;
- (c) that there are 'no dues' pending for payment towards Income tax/GST as on the date of the affidavit.

Signature of the Bidder _____
Name of the Signatory _____
Name of the Firm/ Agency _____
Seal of the Firm/ Agency _____
Place: _____
Date: _____