Tender Notice T 2/2020

Sealed tenders in two bid systems are hereby invited as per details given below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Tender fee (in Rs.)</th>
<th>EMD (in Rs.)</th>
<th>Date of availability of Tender Document on NIPER Web Site</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract for Running of Co-operative Mess in Raavi Hostel</td>
<td>1000/-</td>
<td>100000/-</td>
<td>28.05.2020</td>
</tr>
</tbody>
</table>

Tender documents specifying eligibility criteria, detailed term and conditions and Schedule for tendering process can be downloaded from the institute's website. Corrigendum/Addendum/any change in schedule will be published only on the institute’s website www.niper.gov.in. Director, NIPER reserves the right to reject any or all tenders without assigning any reasons.

Officiating Registrar
GENERAL TERMS AND CONDITIONS

1. Tender should invariably be submitted in “Two Bid” system containing two parts as detailed below, in separate sealed envelopes, duly page numbered and indexed along with self attestation on each page;

   **Bid – I:** Technical Bid in one sealed cover / 1st envelope; containing Demand Draft of Earnest Money Deposit, relevant documents in support of eligibility criteria as mentioned in our tender document; terms and conditions (tender document) each page duly signed.

   **Bid – II:** Price Bid / Financial Bid in separate sealed cover / 2nd envelope containing quote Running of Co-operative Mess.

Both the sealed envelopes (Bid-I and Bid-II) should be addressed to the Director, National Institute of Pharmaceutical Education and Research (NIPER), Sector 67, SAS Nagar (Mohali), superscribed as “TECHNICAL BID” and “FINANCIAL BID” respectively and both these should be sealed in bigger outer envelope on which “TENDERS FOR Running of Co-operative Mess in Raavi Hostel AT NIPER, MOHALI” should be superscribed. This may be sent preferably by SPEED POST / REGISTERED POST so as to reach NIPER Mohali on or before 24.06.2020 up to 3.00 PM. However, NIPER, Mohali shall not be responsible for any postal delay under any circumstances & bids received after stipulated date & time shall be straightaway rejected. The technical bids shall be opened on the same day at 3.30 PM in the conference room of NIPER Mohali. The bids will be opened in the presence of concerned tenderers / representatives who may wish to be present. The representatives attending the opening of technical bids must be having authority letter issued by the respective bidders and valid identity proof.

2. The tenderer is being permitted to tender in consideration of the stipulation on his / her part that after submitting his / her tender, he / she will not refuse his / her offer or modify the terms & conditions thereof. Should the tenderer fail to observe and comply the foregoing stipulations, the earnest money will be forfeited by the Institute. In the event of the offer made by the tenderer is not being accepted, the EMD shall be refunded to him in the manner prescribed by the institute.

3. EMD of Rs. 100,000/- and Tender Document Fee of Rs. 1000/- as mentioned above should be in form of Demand Draft / Banker’s Cheque only in favour of the Director, NIPER, Mohali payable at Mohali / Chandigarh. Tenders without proper Earnest Money Deposit with validity less than three months shall be straightaway rejected.
4. The successful tenderer shall have to deposit security amount of Rs. 100,000/- in the shape of DD / FDR duly pledged in favour of the Director, NIPER, Mohali valid for a period of one year. The EMD may be adjusted towards Security Deposit.

5. Security money of Rs. 100,000/- (Rupees One Lacs only) will be refunded after successful completion of the contract and after issue of no dues certificate to the effect that contractor has cleared all dues in respect of electricity, water, licence fee or any other charges and handed over the premises to institute without any damage.

6. The tender document shall be legibly filled in. The rates quoted by the firm should be written in figures as well as in words. Any alteration, overwriting etc. shall be duly attested by the tenderer. In case the quoted amount as written in words and as in figures do not tally, the rates written in words shall be treated as final quoted rates.

7. The tenderer shall take care in filling the financial bid as quoted in a manner that interpolation is not possible. The whole tender form / document including the notice shall be submitted while quoting rates. No paper / note shall be detached, failing which the tender shall be rejected.

8. The contractor shall indemnify NIPER from / against any claims made or damages suffered by NIPER by reason of any default on the part of the contractor in the due observance and performance of the provision of any law which may be related to the purpose of this contract and to the area in which the premises are located. The Contractor shall pay all cost for damages and expenses in regard to any damages caused to the premises structurally or otherwise and in this regard the decision of the Director, NIPER shall be final and the NIPER is entitled to deduct such amount from the security deposited by the licensee.

9. The tender should be signed by the tenderer himself / themselves or his / their authorized agent / representative (Authorization to be enclosed wherever applicable).

10. Payment of all taxes and compliance of all the laws, rule, regulations, orders, etc. will be the sole responsibility of the contractor. In case of non adherence of any provisions mentioned in this para, contractor will be fully responsible for all the consequences, arising thereof.

11. The validity of the quoted rates shall be 120 days from the date of opening of technical bid. Any firm / individual who restrict the validity of the quoted rates for period less than one hundred twenty days shall make their tender liable to rejection.

12. The tenderer is at liberty to be present or to authorise a representative to be present at the time of opening of the tenders. The name & address of the representative who would be attending the opening of tenders on its behalf should be indicated in the tender document. Please also state the name & address along with telephone number, e-mail, etc. of your permanent representative, if any.

13. The Director, NIPER reserves the right to reject any or all tenders without assigning any reason.
14. The firms in whose case, contract has been terminated in the past due to non satisfactory performances shall stands debarred for participation in the bidding process. In case, they submit their bids, the same are liable to be ignored.

15. The licensee has to deposit Twelve months post dated cheques of one month’s rental each within fifteen days of award of contract
Technical / Qualification Bid
A. The bidder should have minimum three years experience and technical expertise in undertaking similar works of running of Hostel Mess of over 100 students with minimum annual turnover of Rs. 5 lakh exclusively in Catering services, preferably at large institutional establishment/corporate.
B. The bidder should have/obtain before commencement of the work the requisite licenses, approvals, certificates from all statutory authorities including all Government levies/liabilities on account of contract valid for the entire duration of the above work.

1. Name of the applicant:
2. Address of the Registered Office:
3. Year of establishment:
4. Type of Organization:
   (Whether proprietorship, partnership, private ltd. company or co-operative body etc. In case the applicant is a non-individual, certified copy of a Partnership deed/Certificate of Incorporation/Certificate of Registration issued by the Registrar of Cooperative Societies/as the case may be enclosed)
5. Name of the Proprietor, Partners/ Directors of the applicant with addresses and phone numbers:
6. Details of Registration (if applicable):
   (Name of registering authority, date and registration number)
7. Whether registered with Government/Semi-Government/Municipal Authorities or any other public organization and since when:
8. Number of years of experience in the relevant field:

9. Address and phone numbers of office through which the proposed work of running **co-operative mess** in NIPER Mohali will be handled and the name & designation of the in-charge:
(Contractor should have a fully operational office with adequate infrastructure and personnel)

10. a. PAN Number (photocopy to be enclosed): Income Tax return filed for Financial Years 2017-18 and 2018-19: (Yes/No) (Photocopies to be enclosed)
b. Service tax, Sales tax / VAT Regn. No/GST No: (Number & photocopy of certificates to be given)
c. Shops and establishment Act registration number: (Photocopy to be furnished)
d. Contract Labour (R&A) Act License No.: (Photocopy to be furnished)

11. If applicable, whether ESI and EPF norms are complied: Yes/ No

   ESI Registration No:
   EPF Registration No:

12. Whether 24x7 service and support will be available: Yes/ No

13. Whether police verification certificate of all staff presently engaged by you kept on record with you: Yes/ No

14. Number of persons employed: Permanent..................Temporary.................
15. Bankers’ solvency certificate as on date (Not less than Rs. 2 lakh) as per Format C.

Name of the Bank
Date and Amount of solvency certificate

16. Yearly turnover of the organization during the last 3 years (enclose copy of audited balance sheet)

Financial Year 2016-17:
Financial Year 2017-18:
Financial Year 2018-2019:

18. Enclose Performance Certificates from previous clients since the year 2020–2021 separately in respect of catering

19. List of similar work executed during the last 3 years for institutional/commercial complexes with average 100 numbers of participants:

<table>
<thead>
<tr>
<th>Location of the work &amp; name of organization</th>
<th>Contract amount (Rs.)</th>
<th>Contract Period</th>
<th>Name &amp; Contact No. of the client</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

20. List of works in hand of institutional/commercial complexes/Corporates:
<table>
<thead>
<tr>
<th>Location of the work &amp; name of organization and description of work</th>
<th>Number of personnel and equipments deployed</th>
<th>Contract amount (Rs)</th>
<th>Date of award of contract</th>
<th>Contract period</th>
<th>Name &amp; contact no. of the client (supportive documents from the organization)</th>
</tr>
</thead>
</table>

21. For present offer for NIPER Mohali: List of machinery and equipments owned and readily available in hand and proposed to be purchased exclusively for the work specified under this **Tender**.

22. Give reference of two respectable officers **with designations** from Govt./Semi Govt./Public Sector Corporation/Office with address and phone numbers:
   (i) .................................................. 
   (ii) .................................................. 

23. I/We certify that no work has been abandoned nor have we/I rescinded any part of any contract since 1st April 2020.

**Signature of applicant with seal**

Notes:
1. **ALL THE DOCUMENTS ENCLOSED SHOULD BE ARRANGED AND SUBMITTED IN THE SAME SERIAL ORDER AS THEY APPEAR ON THE QUALIFICATION BID.**

2. Information has to be filled in specifically in this format.
3. Information shall be limited to the applicant. If any relevant data concerning the group of companies to which the applicant belongs is desired to be given, the same shall be given separately in a supplementary sheet.
4. Applicant not providing details or with insufficient details shall be rejected.
5. The tender without tender fee & security deposit will not be accepted and no correspondence will be entertained thereafter.
Annexure I
The following tables give the list of food items prepared in the mess. The mandatory items are not included in the list. Mess charges should be calculated inclusive of all items.

<table>
<thead>
<tr>
<th>Days</th>
<th>Breakfast</th>
<th>Lunch</th>
<th>Snacks</th>
<th>Dinner</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Monday</strong></td>
<td>Muli parantha/palak paratha, milk</td>
<td>Mix veg rajma, tamater-pyaz, lemon, curd</td>
<td>Lemon rice</td>
<td>Masala bhindi fry, pappucharu/Chicken, sweet dish</td>
</tr>
<tr>
<td><strong>Tuesday</strong></td>
<td>Amritsari parantha</td>
<td>Urad dal ki kachori, aloo sabji daal, cucumber pyaz, curd</td>
<td>Puran Poli</td>
<td>Dal fry</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Masala gobi, sweet dish</td>
</tr>
<tr>
<td><strong>Wednesday</strong></td>
<td>Egg omelette bread, simple bread jam butter, cornflakes milk</td>
<td>Kadhi pakoda, Aloo ki sabji, tamater pyaz, curd</td>
<td>Ragada petis, Any whole fruit</td>
<td>Kaddu, lobia, sweet dish</td>
</tr>
<tr>
<td><strong>Thursday</strong></td>
<td>Puri chana/PURI Sukhi aloo ki sabji</td>
<td>Daal Parval, papaya, curd</td>
<td>Burger and coffee,</td>
<td>Aloo shimla mirch daal makahni/ Egg curry or chicken</td>
</tr>
<tr>
<td><strong>Friday</strong></td>
<td>Uttapam chutney</td>
<td>Mix daal, Gavarfali/barbati Cucumber mooli, curd</td>
<td>Bhelpuri</td>
<td>Kadhaipaneer/malaikofta, daal fry, parantha, kheer/ custard, sweet dish</td>
</tr>
<tr>
<td><strong>Saturday</strong></td>
<td>Gobhi parantha</td>
<td>Bharwa Baigan/masala Baigan, Yellow daal, hari chutney, curd</td>
<td>Spring rolls/Bread roll</td>
<td>Kathal, yellow dal/tomato/chinese soup, jeera fried rice, sweet dish</td>
</tr>
<tr>
<td><strong>Sunday</strong></td>
<td>Dosa sambhar</td>
<td>Chole bhature, Boondi raita, curd</td>
<td>Veg Maggie</td>
<td>Khicdi, vegetable raita, masala papad, sweet dish</td>
</tr>
<tr>
<td>Days</td>
<td>Breakfast</td>
<td>Lunch</td>
<td>Snacks</td>
<td>Dinner</td>
</tr>
<tr>
<td>-----------</td>
<td>----------------------------------</td>
<td>-----------------------------------------</td>
<td>---------------</td>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>Monday</td>
<td>Mix veg paratha, milk</td>
<td>Palak corn Arhar daal, pyaz tamater lemon, curd</td>
<td>Vada pav/honey Chilli potato</td>
<td>Mushroom, Sambar/ Egg curry or chicken, sweet dish</td>
</tr>
<tr>
<td>Tuesday</td>
<td>Aloo paratha</td>
<td>Mix veg, Rajma, Papaya, curd</td>
<td>Samosa</td>
<td>Masala gobhi, daal fry, sweet dish</td>
</tr>
<tr>
<td>Wednesday</td>
<td>Plain paratha, Tomato chutney, Sukhi aloo sabji</td>
<td>Aloo methi Tuver daal Cucumber Multi, lemon, curd</td>
<td>Sev puri</td>
<td>Egg omlette, Dry Ghiya, yellow dal tadka, sweet dish</td>
</tr>
<tr>
<td>Thursday</td>
<td>Pav bhaji</td>
<td>Tinde (Sev tamater) moong daal pyaz tamater lemon, curd</td>
<td>Fried idli</td>
<td>Fried aloo with chana dal, Daal palak, chicken/Dumaloo/ sweet dish</td>
</tr>
<tr>
<td>Friday</td>
<td>Sambhar vada</td>
<td>Besan gatte, Daal palak, curd</td>
<td>Poha namkeen</td>
<td>Paneer Bhurji, Paneer butter masala plain paratha/naan,gulab jamun, sweet dish</td>
</tr>
<tr>
<td>Saturday</td>
<td>Onion paratha</td>
<td>Missi roti, yellow daal, Baigan ka bharta hari chutney, curd</td>
<td>Stuffed puff/ any Whole fruit</td>
<td>Dry Chana masala, daal makhani, hot n sour/sweet corn soup, Jeera fried rice, sweet dish</td>
</tr>
<tr>
<td>Sunday</td>
<td>Dosa sambhar</td>
<td>Palak puri aloo ki sabji Raita, curd</td>
<td>Paneer kulcha, Coffee</td>
<td>Veg pulao/veg biryani, chana roti, sweet dish</td>
</tr>
</tbody>
</table>
Note on the Menu:

1. Under the vegetable item, paneer or (non-veg of equivalent cost) will replace one vegetable and this must be served during Lunch or Dinner three times in a week.
2. For lunch and dinner a variety must be ensured. Dal of different varieties must be served on different days and for lunch and dinner. This may include the following: Moong dhuli, Moong sabut, Moong chilke wali, Masur Dhuli, Masur Sabut, Chana dal, Arhar Dal, Arhar, Kaala chana, Safed chana, Lobia/ raungi, Rajma, Urad sabut etc. No dal must be served more than twice during a week. Similarly, the vegetable of different varieties preferably, seasonal vegetables, must be served. The same vegetable must not be served more than twice during a week. The contents of potato in any cooked vegetable must not be more than 25% except when potato vegetable is identified in the menu. If any dal or vegetable is served more than twice on any occasion, the residents will have the right not to pay for that item on that day after the Mess Committee has certified the extra repetition of the item.
3. The detailed daily meal-wise menu specifying the dals and vegetables to be served will be identified in the beginning of each month by the Mess Committee in consultation with the contractor. It will be mandatory for the contractor to serve this menu. In case of any difficulty in the same Mess Committee must be informed well in time.
4. The contractor will be required to provide khichri or any other suitable item for sick residents in lieu of the regular meals.
5. For residents observing fasts, the Contractor will provide the substitute items in lieu of the regular meal after a minimum number of ten residents ask for the substitute meal.
6. The contractor will not serve any item whose rates have not been approved by the Warden's Office.
Quality of ingredients and other items/and services

The ingredients used must be of reputed brands, some of which have been listed below:

1. Butter will be Verka/Amul/Mother Dairy Product
2. Jam will be of Kissan/Tops/Safal
3. Oil will be refined oil: Dhara / Sundrop / Dalda / Saffola
4. Rice will be good quality basmati (choice of brands to be pre-approved by the Competent Authority/Mess Committee
5. Wheat atta must be approved by the Mess Committee
6. Coffee will be Nescafe/Bru
7. Tea must be branded, brand approved by the Mess Committee
8. Milk will be toned milk of Verka/Mother Dairy/Amul
9. Ketchup and Pickles will be of Tops/Kissan/Nafed/MTR
10. Salt will be iodized branded salt and masalas will be of either MDH or BMC, or any other approved brand.
11. The medium of cooking will be Agmark/FPO edible oil, to be decided mutually by the Institute and the contractor from time to time.
12. Groceries/any other ingredients for cooking to be of Agmark/FPO approved.
13. Brand of any other item required or any of the above items, in case of non availability of above brands, will be mutually decided by the Mess Committee and the contractor and approved by the competent authority.
14. Materials known to be harmful to health (as decided by the Institute from time to time) such as food coloring, soda, ajinomoto, etc will not be used.
15. In the case of any complaint regarding any service or any item as being sub-standard, etc then suitable action shall be taken by Mess Committee and report to Warden.
16. Not withstanding anything-contained herein, the Institute will determine a cut-off rate, keeping in view the standards of quality and quantity of food and services.
17. Hygiene should be maintained in storage, preparation and cooking
Timings:
The following timings will be followed:

Breakfast : 7.30 am to 9.00 am on weekdays (Mon to Fri)
            8.00 am to 9.30 am on Sat, Sun and Institute-Holidays
Lunch    : 12.00 noon to 2.00 pm on all days
Dinner   : 7.00 pm to 9.00 pm on all days

Note: The above schedule is subject to change by the order of Warden’s Office.

Note:

- All the equipments brought by the contractor into the hostel premises must be registered with the caretaker.
- The contractor will have to pay charges for electricity (kitchen area) usage on actual-basis.
- The contractor will be responsible for the cleaning of the kitchen and the dining area, including the wash basins and the dustbins for maintaining proper hygiene.
- The contractor will also provide soap cake/liquid soap for the wash basin.

Employees:

- The staff engaged by the contractor will be solely under his/her employment, control and discipline and in the case of termination of the contract, the Institute will not be liable for loss or damage if any, caused to the contractor or his/her employees. The Institute will not be liable in the case of services of any of the employee dispensed with by the contractor.
- All employee of contractor should have Police Verification.
GENERAL TERMS & CONDITIONS FOR THE AWARD OF CONTRACT TO SUPPLY REGULAR FOOD TO THE RESIDENTS OF HOSTELS, NIPER Mohali

1. The contract shall give the BANK GUARANTEE of Rs.100,000/- (Rupees One Lacs only) in case the contract is awarded in the form of FDR pledged with Director, NIPER
2. Initially the contract will be given for one year subject to satisfactory performance. The Mess Management Committee will judge the performance of the establishment after completion of every year. After reviewing the performance, the contract may be considered for renewal up to a maximum of five years.
3. If at any stage the involvement of the Contractor in any uncalled for activity is found, inside or outside the premises of the Institute, which may bring disrepute to the Institute, the license is liable to be terminated by the Competent Authority by giving one month’s notice. In case Contractor wants to terminate the contract, he/she has to give a minimum three months’ notice.
4. The Contractor /his employee/his nominee will not be permitted to stay overnight in the hostel premises.
5. The license fee for the premises is Rs.5000/- per month. There will be a 10% increase in rent every subsequent year. Contractor will be required to support the services on own as the payment by the boarders will be made only at the end of the month every month.
6. The premises of the mess will be used for the purpose for which the allotment will be made and not for any other purpose.
7. The Contractor will not be permitted to franchise/sub-contract the Hostel Mess for any other commercial activity.
8. No person with any offensive police record will be allowed to work in the Hostel Mess.
9. Safety measures are to be provided by the Contractor himself/ themselves.
10. Any change like timing of operation, rate of items and any additional item to be included in the Mess will require the permission of the Chief Warden of Hostels.
11. The Contractor will ensure and comply with the provisions of various municipal and other Rules/Regulations/Laws of the Government in respect of wages and other benefits to his employees.
12. The Institute shall not be a party in case any dispute takes place between the Contractor and his employees.
13. The contractor would provide breakfast, lunch and dinner. Each of these will have certain items mandatory for the contractor to provide as a part of the basic menu
14. All items will be cooked in the kitchen of the hostel. No cooked item, except certain snacks/deserts identified beforehand, will be brought from outside.
15. On special occasions, the menu will be identified by the Mess Committee and the rates for the same will be approved by the Warden’s Office BEFORE the actual event. The payment for the special meal will be made as per the approved rates after deducting the rates of the corresponding regular meal.
16. No obnoxious trade like Bidi, Cigarette, Pan Masala, Alchol or any centrabanned drugs etc., shall be carried/stocked/sold at the premises, violation if found shall lead to automatic cancellation of license imposing penalty and suitable legal action. The licensee
shall ensure ‘NO SMOKING’ inside the premises. Further no prohibited activities shall be carried out in premises

17. NIPER shall have absolute right and power for forfeiture of said security deposited, in case breach of any clause of this agreement without any prior notice and no claim whatsoever on this count shall be entertained.

18. All the equipments brought by the contractor into the hostel premises must be registered with the NIPER (Store), Security on main gate and warden Office.

19. The contractor will have to pay charges for electricity (kitchen area) usage on actual-basis.

20. The contractor will be responsible for the cleaning of the kitchen and the dining area, including the wash basins and the dustbins for maintaining proper hygiene.

21. The contractor will also provide soap cake/liquid soap for the wash basin.

22. The staff engaged by the contractor will be solely under his/her employment, control and discipline and in the case of termination of the contract, the Institute will not be liable for loss or damage if any, caused to the contractor or his/her employees. The Institute will not be liable in the case of services of any of the employee dispensed with by the contractor.

23. The contractor will have to register all his employees who will be working in the hostel premises along with a copy of their photograph, residential details for clearance by the NIPER Mohali Security.

24. The contractor will have to ensure that the employees are in clean and proper uniform and maintain personal hygiene and maintain discipline in the campus.

25. No person below 18 years of age will be employed by the Contractor.

26. No employee is permitted to stay overnight in the campus.

27. No space is provided to the employees during the day time. If such a facility is provided, the contractor will pay for the facility. The rate will be decided by the Warden’s Office and mutually agreed by the contractor.

28. Replacement due to loss and breakage of the utensils, crockery etc. by the contractor’s staff will be contractor’s responsibility.

29. Gas connection will be arranged by the Contractor. The Cost for Gas Connection and its refilling from time to time to be borne by the Contractor.

30. Dispute, if any, shall be subject to the jurisdiction of Mohali Courts only.

31. Employee of the contractor are not allowed to work inside campus other than Mess of Raavi Girls Hostel.
AGREEMENT

This agreement made on this_______ day of____________ between National Institute of Pharmaceutical Educational & Research, S.A.S. Nagar, through the Registrar, NIPER Mohali, (hereinafter called NIPER Mohali of the one part and

________________________________________

_________________________________________ resident of _________

Proprietor, (hereinafter called the ‘Caterer’) on the other part.

WHEREAS IT IS NOW AGREED BETWEEN THE PARTIES AND WITNESSETH AS FOLLOWS:

1. That in consideration of the agreed payment to be made by NIPER Mohali, to the Caterer, the caterer has agreed to run co-operative mess for the participants of the scheduled courses to be conducted by NIPER Mohali, guests and staff of NIPER Mohali during one year beginning 2020. The parties may renew the same thereafter by mutual consent.

2. That the items of the menu, which the caterer would be, expected to supply in the Mess are cited in Appendix hereto.

3. That the rates for various items during the period of contract will remain fixed as per the Appendix.

4. That the food served by the caterer shall be wholesome and clean and the Director/Chief Warden or Wardens of the Hostels/nominee of the Director may at any time enter upon the premises allotted to the Caterer for the purpose of this agreement/contract and take away samples free for purposes of inspection, trial or analysis and the Director or any of the aforesaid officers’ decision about the desirability or quality of the articles offered for consumption in the dining hall shall be final.

5. That a Committee, nominated by the Director, will monitor the quality of the food and other items supplied by the caterer including services.
6. The **NIPER Mohali** may call for the advice of the Medical Officer of NIPER Mohali on matters of hygiene in the Hostel **Mess** and such advice of the Medical Officer shall not be contested by the caterer.

7. (a) that the caterer would provide a sufficient number of cooks, waiters and other servants in the kitchen, dining hall and mess and shall take all reasonable precautions to see that these waiters and servants while on duty attire themselves in the uniform approved by the Director and are professional, civil, sober and honest in their dealings with the hostel residents and staff and any other users of their services and

(b) That the caterer shall only employ in his service such persons whose antecedents have been verified by the police and who have also been medically examined at the caterer’s own cost and to the satisfaction of the Director. The caterer shall be required to give an undertaking to the Director to this effect.

8. The caterer shall not make any additions/alterations in the premises provided by the **NIPER Mohali**, for use as kitchen and allied purposes to the caterer during the currency of this agreement and/or otherwise.

9. The caterer undertakes to keep the premises, kitchen, dining room and other area connected therewith neat, clean and tidy at all times and in accordance with the health/hygienic bye-laws.

10. That all the workers providing the services under this Agreement shall be employees of the caterer and the **NIPER Mohali** shall not have an employer-employee relationship with the employees of the caterer. The caterer undertakes to keep the **NIPER Mohali**, harmless and indemnified against any demand/claim of wages, provident fund, Employees State Insurance and any other such dues of its employees. The relationship between the caterer and NIPER Mohali is purely contractual and NIPER Mohali is not responsible and liable for the employees and for staff of the caterer. An indemnity bond on non-judicial stamp paper of Rs. 100/- as per Annexure-I and also an undertaking that he will not employ more than 10 to 12 persons at a single time will be executed by the caterer.

11. Notwithstanding anything contained in clauses 7 & 10 above if any employee and/ or staff member of the caterer in the opinion of **NIPER Mohali**, is not rendering proper
service or is otherwise guilty of any misdemeanor or is found otherwise undesirable, the
caterer shall forthwith remove that person from NIPER Mohali Campus, with immediate
effect and replace him with a suitable person.
12. That the caterer shall have no right or interest in the premises allotted for kitchen,
dining hall and other allied purposes and he shall have no right or interest to remain in
possession thereof at the end of this Agreement or on the termination thereof at any
time.
13. That service hours in the Hostel Mess shall be as given above provided that the
timings may be modified by the Director if and when considered necessary.
14. All the residents in the Hostel shall take their breakfast and meals in the Dining Hall
and the caterer shall not be authorized to serve the meals in the rooms of the Hostel
except with the written permission of the Warden of the Hostel.
15. The caterer shall obtain instructions from the authorized officer of NIPER Mohali,
along with the type of menu that may be served in the official lunches/dinners/tea
parties to the participants of the training courses.
16. The caterer shall display the approved menu prominently in the dining hall.
17. The caterer shall be provided by NIPER Mohali with necessary area/premises i.e. one
dining hall, one kitchen and requisite furniture and he shall be responsible for the
proper maintenance of both, the premises as well as the furniture and other gadgets
provided by NIPER Mohali. The responsibility for proper maintenance and
safety/security of all fitting and fixtures will be of the caterer. The caterer shall pay an
amount of Rs 5000/- per month per hostel for the premises and other facilities to NIPER
Mohali.
18. The caterer shall make available all other implements for running the mess, things
like crockery, cutlery, tables, linen, flower vases, livery etc. for the hostel mess staff etc.
and these shall be according to the standard prescribed by the authority of the institute.
19. The caterer shall be required to use gas only for cooking purposes for making
chapattis etc. He is also required to provide tandoor for roti/paratha. All the expenses
for gas etc. will be borne by the caterer.
20. Caterer shall pay on monthly basis the electricity and water bills consumed in the mess with charges applicable as per the rates levied by the Power Corporation/Electricity Board in Punjab.

21. The NIPER Mohali, will have the right to review the working of this agreement from time to time and if at any time it is found that the caterer has failed to fulfill any of the conditions of this agreement or that his working is unsatisfactory, the NIPER Mohali, may curtail the agreed period of this agreement and terminate this agreement with a notice period of one month, and make good any losses suffered by NIPER Mohali out of the security deposit made by the Caterer.

22. That the caterer shall maintain a suggestion book for recording of suggestions for improvement by the residents and the staff. Such suggestions, after having the approval of a Committee, to be set up by the Director, NIPER Mohali should be forthwith acted upon by the caterer. The suggestions book should be kept open for the inspection of the residents and Chief Warden/Warden/Director or his nominee.

23. The Caterer shall keep and maintain a register at the entrance of the dining hall wherein all hostellers will sign before taking meals.

24. The Caterer shall support the services on his/her own during any given month as the bills are payable only at the end of the month.

In witness where of the parties have set their hands here to in the presence of the witnesses

CATERER

REGISTRAR NIPER Mohali

WITNESS:

1. ____________________

2. ____________
Bid – II: Price Bid / Financial Bid in separate sealed cover / 2nd envelope
Containing quote Running of Co-operative Mess

Charges:

Breakfast: Rs. ******** To be quoted as a complete package as specified above (Menu)
Lunch: Rs. ******** To be quoted as a complete package as specified above (Menu)
Dinner: Rs.******** To be quoted as a complete package as specified above (Menu)
Special Dinner: Rs******** To be quoted as a complete package as specified above (Menu)

Total charges Rs............................Per student per months inclusive tax.

Signature of applicant with seal