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**NON TRANSFERABLE**

**INVITATION OF BIDS FOR RUNNING OF CAFETERIA( T1/2022**

Sealed tenders in two bid systems are hereby invited from interested parties / caterers having sound financial credentials for running of Cafeteria in the NIPER, Mohali campus:

The tender document can be downloaded from the institute's website. The eligible firms in line are requested to offer their most competitive & realistic rates as per the Price Bid. For eligibility criteria, detailed terms, general and special conditions of contract please refer to the tender document. You are requested to submit the sealed quotations superscribed on the envelope as: **"TENDERS FOR CONTRACT OF RUNNING CAFETERIA AT NIPER, MOHALI"** latest by 3.00 PM on 16.03.22.

Following schedule is proposed for the tendering process which is tentative. However, any change with regard to date & time will be published only on the institute's website [www.niper.gov.in](http://www.niper.gov.in)

<b>A.</b>	Date of availability of tender NIPER Website	16.03.2022
<b>B.</b>	Last date of receipt of Tender-Bids	16.03.2022 upto 3.00 pm
<b>C.</b>	Date of Opening of Technical Bids	16.03.2022 at 3.30 pm
<b>D.</b>	Date of Opening of Financial Bids	To be communicated later

We look forward to receiving your quotations and thank you for your interest in this proposal.

**(Officiating Registrar)**

## **CONTRACT FOR RUNNING CAFETERIA AT NIPER, MOHALI CAMPUS**

### **ABOUT NIPER, Mohali**

National Institute of Pharmaceutical Education and Research (NIPER), Mohali, Punjab is an autonomous body set up under the aegis of Department of Pharmaceuticals, Ministry of Chemicals and Fertilizers, Government of India. The Government of India has declared NIPER, Mohali Punjab as an 'Institute of National Importance' by an act of parliament. National Institute of Pharmaceutical Education and Research (NIPER) is the first national level institute in pharmaceutical sciences with a proclaimed objective of becoming a Centre of excellence of advanced studies and research in pharmaceutical sciences. Current tender is invited for letting out Cafeteria. This Cafeteria is the place for canteen-specific service to cater to the needs of the residents of NIPER having about 150 staff quarters and 700 students.

### **ELIGIBILITY CRITERIA**

All the Bidders / Agencies / Shopkeepers must fulfill the following eligibility criteria and submit the documents and the filled up Annexure forms (except Annexure F for rate of food items) duly self-attested in support of their claim along with the Techno commercial Bid. The bids those are not meeting the Eligibility Criteria stated below and not accompanied with the requisite documents shall be treated as non-responsive hence be rejected; and, their corresponding financial bids shall also not be opened.

1. ID and Residence-address Proof: Aadhaar Card, Passport or any other valid document
2. EMD of Rs. 15,000/-
3. Applicant must have PAN and GST (or its exemption as per rule).
4. Applicant must have experience of running cafeteria / canteen / hostel mess /guest house / restaurant in an educational institute / government organization / other large organization of repute for at least three years that are having strength of at least 500 employees / students. The certificate(s) for such experience, issued by competent authority and duly self-attested must be submitted.
5. Applicant must have sound financial credentials and should not be a loss making entity during the last three financial years.
6. **Contractor should have valid FSSAI certificate for running Cafeteria for concerned period (dully attested photocopy of the same should be submitted).**
7. Copy of entire tender document must be duly self-attested on each page as a token of acceptance of our terms & conditions.
8. The Bank Mandate form in the prescribed format must be submitted with the techno commercial bid for any kind of financial transaction.
9. Guarantor Details

**Note: A Compliance sheet duly filled and signed by the applicant should be submitted.**

### **FACILITIES TO BE PROVIDED BY THE INSTITUTE**

1. Space/ Area for establishment of Cafeteria service shall be provided by the Institute. The space/ area will be provided on lease/rent basis.
2. The required water and electricity will be provided by the Institute on payment basis. Electricity & Water Bill rates will be as per the existing tariff based on the actual consumption.

### **SCOPE OF THE WORK**

1. **Cafeteria service hours: 7.30 am to 9.30 pm** or schedule as specified by NIPER
2. The bidder shall provide the required goods / services to the Institute. The goods/services should be available at a reasonable price and right quantity. The quality of the goods/services should be of high standard and branded.
3. The price of the goods/services should be comparable to the competitive market price.
4. The price of the goods shouldn't exceed the MRP.

## **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 / 1<sup>st</sup> envelope containing Demand Draft of Earnest Money Deposit (EMD), relevant documents in support of eligibility criteria as mentioned in this tender document and documents as required by terms and conditions (tender document), each page duly signed.

**Bid – II:** Price Bid / Financial Bid in separate sealed cover / 2<sup>nd</sup> envelope containing quote for monthly rent of the cafeteria.

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 CONTRACT OF RUNNING CAFETERIA AT NIPER, MOHALI**” should be superscribed. This may be sent preferably by **SPEED POST / REGISTERED POST/By Hand** so as to reach NIPER Mohali on or before 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 deposit (EMD) 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. 15,000/- 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. Successful tenderer will be initially granted contract for three months to assess its performance and on successful completion of this period to the satisfaction of the Competent Authority the contract may be extended to its full term of one year. Thereafter, it may be extended for further

period(s) as may be necessary on same terms & conditions but with annual upward revision of licence fee (cafeteria rent) by 10% (0.50 rupees or less to be ignored and more than 0.50 rupees to be rounded off to next higher rupee). However, in any case the total term of contract shall not exceed three years in all.

5. In addition to the rent for cafeteria as quoted and approved, the contractor has to pay electricity charges as per sub-meter and Rs. 500.00 (Rupees five Hundred only) towards water charges every month.
6. The successful tenderer shall have to deposit security amount of Rs. 50,000/- (Rupees Fifty Thousand only) in the shape of DD / FDR duly pledged in favour of the Director, NIPER, Mohali valid for a period of one year at the time of issue of acceptance letter by the party of offer-order. The EMD may be adjusted towards Security Deposit.
7. Security money of Rs. 50,000/- 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.
8. The successful tenderer shall have to submit an undertaking as per Annexure–A which will become part of the agreement as per Annexure –B. On acceptance of the tender, contractor has to enter into this agreement with NIPER within 15 days of issue of acceptance letter.
9. 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.
10. 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.
11. The contractor shall not create a sub-contract of any description with regards to the contract or any part thereof nor shall assign or transfer his contract or any part thereof in any manner.
12. The personnel engaged by the agency for this contract will not be employees of the NIPER, Mohali and there will be no employer – employee relationship between the NIPER, Mohali and the personnel so engaged by the contractor. Nor they will have any right to claim for any temporary or permanent position in the institute.
13. The contractor shall use the allotted space only for the purpose indicated under the contract and for no other purpose whatsoever.
14. 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.

15. The contractor will discharge all the legal obligations of its employees in respect of their wages and other service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time viz. statutory obligations under the Contract Labour (Regulation & Abolition) Act, 1970; Minimum Wages Act 1948; Workmen's Compensation Act 1923; EPF & MP Act 1952; ESI Act, 1948, Industrial Disputes Act, 1947, etc. The contracting agency will indemnify and keep indemnified the NIPER, Mohali from any claim, loss or damages that may be caused to the institute on account of the contracting agency's failure to comply with their obligations under various laws towards their staff / employees employed by them.
16. The tender should be signed by the tenderer himself / themselves or his / their authorized agent / representative (Authorization to be enclosed wherever applicable).
17. The tenderers are welcome to inspect the cafeteria premises by seeking prior permission from the Registrar, NIPER.
18. 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.
19. No advance payment will be given by NIPER. The contractor will make own arrangement of funds.
20. 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.
21. 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.
22. The Director, NIPER reserves the right to reject any or all tenders without assigning any reason.
23. The firm in whose case, contract has been terminated in the past due to non-satisfactory performances shall stand debarred for participation in the bidding process. In case, they submit their bids, the same are liable to be ignored.
24. The licensee has to deposit 12 months post dated cheques of one month's rental each within fifteen days of award of contract

## **SPECIAL TERMS & CONDITIONS OF THE CONTRACT**

The contractor should bring own crockery, utensils and commercial LPG cylinders to cater at least 50 persons at a time All should be neat and clean upto standard.

1. If the contractor provides eatables to the trainees / staff and guests, etc. on credit, he will himself be responsible for recovery.
2. The details of infrastructure / furniture, etc. are attached herewith as Annexure – C which shall be taken into consideration while quoting rent for the cafeteria. The minimum items, menu & their rates shall be finalised by the cafeteria committee of the institute in consultation with the successful bidder based upon tentative prevailing market rates for standard quality & quantity. The contractor shall be responsible for providing all the approved food items as per the decision taken in this regard. For any additional items, which the contractor intends to supply, the weight / quantity of such items should be specified while displaying the proposed sale price of such item. Under no circumstances, packed readymade items shall be sold over the printed Maximum Retail Price (MRP). No items should be used / supplied / sold beyond the expiry date.
3. The minimal requirement of items/menu is as per Annexure – ‘E’. The cooking skills should also be of very high standards. No compromise of any kind shall be permissible with regard to quality of materials prepared & served. The items should be fresh and shall be prepared & served in completely hygienic conditions. Stale food items shall not be served to anyone at any cost.
4. In case it is found and proved that the eatables provided by the contractor are not of good quality and are hazardous for health, the contract will be immediately cancelled without any notice. The contractor will ensure quality / quantity of every such items & its eatable worth and also abide by all laws of the land in this regard. The eatables need to be kept properly covered and preserved hygienically. Nominated committee members as constituted by the Director, NIPER shall periodically monitor quality of food and maintenance of hygienic conditions of the cafeteria. The contractor will have to implement all feed backs being given by such members from time to time in order to maintain the standards up to the satisfaction of the committee.
5. The Contractor and his / her staff should be polite and well behaved with the employees, students and the guests of NIPER. If it is found contrary, then the institute shall have right to ask for its / their replacement without giving any reasons thereof and the agency shall on receipt of a written communication in this regard will have to replace such persons immediately. They shall also remain neat and clean while in the cafeteria.
6. The contractor should employ in his service only such persons whose antecedents have been verified by the police and have also been medically examined at his own cost and to the satisfaction of the Institute. He / she shall not employ any child labour. The contractor shall arrange police verification of all his staff and issue identity cards bearing photograph.
7. The rates of food and eatables etc. shall be decided Cafeteria Committee and approved by the competent authority and shall be valid for 12 months. It can be revised at any time. The contractor shall display the rates fixed for food items at least 2 places in the cafeteria.
8. On expiry of the contract period or on termination of the contract by NIPER on account of any breach on the part of the contractor, the contractor shall deliver the possession of the scheduled space in good condition and in peaceful manner along with furniture, fittings, equipments and

installations, if any, provided by NIPER, Mohali. Further, contractor shall remove his / their goods and other materials from the Schedule space immediately, failing which NIPER, Mohali reserves its right to remove such goods / materials at the cost and risk of the contractor and demand payment for such removal. If such payment is not made within 15 days, NIPER Mohali shall be at liberty to dispose off the goods / materials of the contractor by public auction to recover the cost. The contractor shall not be entitled to raise any objection in such an eventuality.

9. The serving staff will wear proper uniform (preferably white) which will have to be provided by the contractor and they will maintain a smart turnout all the times.
10. No Employees who is sick or otherwise not fit for working in cafeteria or not neat and clean will be allowed entry in the cafeteria.
11. Maintenance of discipline and decorum in the cafeteria will be responsibility of the contractor.
12. Since the persons will be employees of the contractor, the NIPER will not have any concern or relation with them either directly or indirectly. The contracting agency shall indemnify the NIPER, Mohali against any claim that the institute may have to meet in respect of the contracting agency's workmen / employees on account of any accident or for any reason whatsoever.
13. That the Contractor shall not either himself or allow any person to cook, manufacture or prepare any food outside the premises or in the verandah outside the cafeteria premises.
14. The Contractor shall not keep animal or conveyance in or outside the cafeteria premises.
15. Due to any strike or lockout or for any reason, if the contractor is unable to function or his business is affected, the NIPER, Mohali shall not be liable for any loss, which the contractor may suffer in such an event.
16. The Contractor shall fulfill and diligently comply with all the directions in general or special orders given by the NIPER from time to time and all such orders will comprise part of the agreement.
17. No obnoxious trade like sale of *Bidi*, *Cigarette*, *Pan Masala*, Alcohol or any centrabanned drugs etc., shall be carried / stocked / sold / consumed at the premises. Violation, if found, shall lead to automatic cancellation of contract imposing penalty and suitable legal actions. The contractor shall ensure 'NO SMOKING' inside the premises. Further, no prohibited activities shall be carried out in the premises.
18. The Contractor shall not do anything in or outside the premises which may be a source of nuisance or annoyance to the neighbors or to the passer-by.
19. The Contractor shall keep the kitchen area / preparation area/utensil washing area neat and clean, and hygienic in every respect. Also, the cafeteria Counters, storage equipment (refrigeration/deep freezers etc) and serving tables shall be kept neat and clean by the contractor his Staff. The Contractor may also ensure general cleaning inside and around the cafeteria premises.
20. The contractor shall arrange soap, clean towel, etc, at the washbasins provided at his own cost.
21. All food items are to be stored in clean and hygienic and safe place free from pests.

22. Only refined edible oil should be used (preferably standard branded material) for preparing food items. It is responsibility of the contractor to use good quality provisions and consumables in the cafeteria.
23. It is desirable that atleast five persons (one cook, one helper, one Dish cleaner/housekeeper, one front executive, one waiter) may be available in cafeteria during working hours. However the manpower may be increased according to strength of visitors to maintain satisfactory service.
24. Any of the contractor's employees proceeding on leave shall be immediately replaced by the contractor at his own expenses so as to maintain satisfactory level of service at all time.
25. Authorised NIPER, Mohali nominees reserve the right to take samples of the edibles / raw material from the cafeteria for the purpose of inspecting and testing with a view to maintain quality.
26. The Cafeteria Committee of NIPER, Mohali shall inspect & oversee functioning of cafeteria with a view to ensure hygiene and sufficient service in the cafeteria. In case there are repeated failures or lacuna noticed by the committee due to failure of contractor, the committee can impose a penalty of Rs. 500/- for each case of violation and also recommend cancellation of contract, which shall be binding upon contractor. Further the committee is at liberality to take any remedial measure in case of non-payment of rent by the licensee.
27. The contractor shall display at a prominent place in cafeteria the approved rate list of items and a book to record suggestions/complaints, and this book shall be open to inspection by persons duly authorised by the institute. The contractor shall inform the NIPER administration of the action taken by him in respect of suggestions/complaints recorded in the book and carry out such directions as may be given to him / her from time to time.
28. The contractor should take all safety measures (including fire). In case of any miss-happening loss of life or property compensation of any kind will be paid by the contractor.
29. The Contractor has to provide his mobile nos. and email address. He should keep billing machine for Cash memo and Swipe machine for payment.

### **Evaluations Criteria for Tender**

**The Institute will evaluate and compare the bids determined to be substantially responsive i.e., which are properly signed, and conforms to all the eligibility criteria, other terms and conditions of the tender document and specifications in the following manner.**

- a. Financial Bids of only those firms may be opened who shall be declared technically qualified in technical bid.**
- b. The evaluation will be done taking into consideration the total amount quoted by the bidder.**
- c. The bids may be evaluated on highest bidder basis (H1 Basis). However, H1 shall not be the sole criterion and other parameters like sound financial background of the quoting firm, experience of providing similar services in other organizations of repute, preferably in tri-city, will also be taken into consideration for award of contract and thereafter the contract will be awarded to the responsive bidder on highest license fee basis**
- d. The reserve license fee for cafeteria is Rs. 6500/- per month exclusive of water/ electricity and other charges.**



**TECHNICAL BID**

(Questionnaire)

1.	Name of the Firm / Agency	
2.	Date of establishment of Firm / Incorporation	
3.	Constitution of the Firm / Agency ( <b>Governing Act</b> ) a) Indian Companies Act, 1956. b) Indian Partnership Act, 1932 (please give names of partners). Any other Act, if any (Please Specify).	
4.	<b>For partnership firms</b> , whether registered under The Indian Partnership Act, 1932?  If Yes, please state further whether by the Partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender?  ii) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firms authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration?  iii) If answer to (i) or (ii) above is in the affirmative please furnish a copy of either the partnership agreement or the general Power of attorney as the case may be.	
5.	Name and Full Address of the Bankers	
6.	Registration Number of the Firm	
7.	PAN of the Firm	
8.	ESI Registration No. of the Firm	
9.	EPF Registration No. of the Firm	
10.	GST Registration No. (IF you have)	
11.	Experience in no. of years (Name and address of client	

	<p>departments may be indicated in chronological order and supporting documents may be attached in same manner). Experience of only those organisations / institutions may be counted and specified where a minimum strength of 500 staff / students has been served on per day basis.</p> <p><b>* Details to be provided as per Annexure 'F' and supporting documents must be attached.</b></p>	
12.	<p>Annual turn-over of the firm for past three years (Rs. in lakh)</p> <p><b>2018-19</b></p> <p><b>2019-20</b></p> <p><b>2020-21</b></p> <p>Annual turn-over of the firm for past three years (Rs. in lakh)</p> <p><b>2018-19</b></p> <p><b>2019-20</b></p> <p><b>2020-21</b></p> <p>Also provide GST number (if Have)</p>	
13.	<p>Whether the firm has made any loss during the past three years. If so, please specify.</p>	
14.	<p>Have your firm / proprietor(s) been under litigation or whether any other action has been initiated against you / your firm by any authority for violation of any provisions of law or whether has your firm been blacklisted by any organisation?</p>	
15.	<p><b>Contractor should have valid <u>FSSAI</u> certificate for running Cafeteria (dully attested photocopy of the same should be attached).</b></p>	

**Note:** The information required at serial no. 1 to 15 must be accompanied with the certified copies of documents & attached as per the serial number failing which the tender is liable to be rejected. No other document needs to be attached with the tender form.

**Part-II (EMD Details):**

1. Details of the Earnest Money Deposited:
  - a) Amount (in Rs.)
  - b) Demand Draft number with date and Bank drawn on.

**Part-III (Details of Firm Representative):**

1. Name and address of the firm's representatives and whether the firm would be represented at the time of opening of the tenders.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Authorized Signatory(ies)**

- ❖ *The contractor has to attach the supporting documents with proper referencing.*
- ❖ *No extra documents need to be attached with the tender form.*
- ❖ *All pages of tender documents & supporting documents must be duly signed by the tenderer.*

UNDERTAKING

(To be provided by Tenderer on a Rs. 100/- Non Judicial Stamp Paper)

I / We ..... [Sole Proprietor / Director / Partner(s)], the authorized signatory(ies) of my / our firm M/s ..... having its registered office / principal office at ..... do hereby solemnly affirm and declare as under :

01. I / We undertake to abide by all the rules and regulations of the State / Central Government / Local Administration under the Minimum Wages Act, 1948 and any other relevant Act as may be in force from time to time. I / We undertake to indemnify NIPER, Mohali against any loss or damage which NIPER may suffer as a consequence of our not complying with the laws referred to above. Also, I / We undertake to pay the person(s) employed, wages in accordance with all existing and applicable laws. I / We further undertake to indemnify NIPER, Mohali against any loss or damage which it may suffer as a result of the negligence on the part of the tenderer or any of his employees in the course of performance under this contract.
02. I / We also undertake to execute the agreement as presented by the Institute (NIPER, Mohali) and abide by the terms and conditions of the agreement which have been perused and understood by me / us. I / We have gone through the terms and conditions of the contract and agree and undertake to abide by the same during the entire term of contract.
03. I / We undertake to abide by the Municipal Bye Laws including the Food and Adulteration Act, relevant rules and regulations, code of conduct for my / our employees that may be laid down by NIPER, Mohali.
04. I / We agree to provide uniforms / liveries to the staff to be employed / deployed by me / us as per the pattern and design approved by NIPER, Mohali at my / our cost.
05. I / We agree and undertake to provide well experienced workmen keeping good health and not suffering from any communicable / contagious disease.
06. I / We agree to undertake to provide manpower and render satisfactory catering services at NIPER Cafeteria.
07. I / We undertake to pay electricity charges on actual basis towards the actual consumption on cooking, lighting, boiling, operating kitchen equipments and keeping the foodstuff and beverages either Hot or cold on receipt of bills from Institute at the same rate at which the payment of electricity charges is made by the Institute on monthly basis.
08. I / We undertake to deposit 12 months post-dated cheques in fifteen days advance of award of contract
09. I / We undertake to maintain kitchen utensils in good condition and replace those at my / our cost in case of loss or breakage, etc. I / We also undertake to get the equipment repaired and installed provided in the kitchen of the Cafeteria at our cost.
10. I / We undertake to always keep the Institute Cafeteria premises clean and in good sanitary condition at my / our cost to the satisfaction of the Institute.
11. I / We agree that no rate escalation in the prices of food stuff, beverages etc., shall be made by me / us without approval of the Competent Authority of NIPER, Mohali.
12. I / We agree that I / We shall not exhibit any printed or written notices or advertisement of any kind whatsoever without the prior approval of the Institute.

13. I / We undertake to maintain all the furniture articles, equipments and other articles supplied by the Institute (NIPER, Mohali) in good condition. I / We undertake that if any damage happens, then related repair to the equipment, furniture, fittings, and shall be carried out at my / our cost. I / We will ensure that all chairs / other furniture are placed inside the Cafeteria before close of business every day.
14. I / We also undertake to maintain a stock register for all such items supplied by the Institute (NIPER, Mohali) and produce such stock register for inspection whenever demanded by the Institute or its authorized representative.
15. I / We undertake that I / We shall not sublet or use the Cafeteria premises other than the purpose of the agreement and shall not make or permit to make structural additions and alterations to the same without the prior sanctions of the Institute.
16. In case of any losses, damages or theft of the Institute property within or outside the Institute Cafeteria premises, I / We undertake to make good or replace with the items of the same quality at my / our cost.
17. I / We agree to make special arrangement for catering for important official meetings at the approved rates.
18. I / We undertake that the Institute Cafeteria premises shall not be used for residential purpose by us or any of our employees during the entire term of the contract and no Institute belongings shall be misused by our staff / employees.
19. I / We agree that in case of any food poisoning / contamination, my firm shall be held fully responsible and I / We shall bear all the expenses caused due to such incidents.
20. I / We shall employ adequate number (minmum 04+1 housekeeping staff) of staff in order to maintain efficiency and standards of service as desired by the institute.
21. I / We undertake that in the event of failure to supply the approved items by my / our firm, the same shall be arranged by the institute at my / our firm's risk & cost.
22. I / We shall be responsible for cleanliness of crockery, cooking utensils, furniture, fixtures & fittings, etc. in the kitchen as well as cafeteria hall. I / We will provide all the cleaning materials, dusters, etc. for the same.
23. I / We undertake that on the expiry or termination or on failure of the contract, all our employees direct or indirect shall vacate the Institute Cafeteria premises after handing over all the items supplied by the Institute (NIPER, Mohali) to the authorized officer and clear all the dues, if any, outstanding.
24. The Institute shall be represented by a Cafeteria Committee / Authorised Officer duly authorized by the Director, NIPER for supervision / control of all activities related to Cafeteria matters and the contractor shall be bound to abide by the Instructions / Orders / Decisions and directions of such Committee / Authorised Officers.
25. I / We shall be responsible for cleanliness of whole cafeteria and surrounding of cafeteria and also provide housekeeping man power for cleanliness.
  - (a) Tenderer's Name & Signature : \_\_\_\_\_
  - (b) Seal of the Tenderer : \_\_\_\_\_

**AGREEMENT**

(To be signed on a Rs. 100/- Non Judicial Stamp Paper)

This agreement is made at S.A.S. Nagar (Mohali) on this \_\_\_\_\_ day of \_\_\_\_\_, Two thousand and \_\_\_\_\_ between the National Institute of Pharmaceutical Education & Research (NIPER) and having its office at Sector 67, S.A.S. Nagar (Mohali) Punjab 160062 (hereinafter referred to as "THE INSTITUTE" which expression shall mean and include its successors and assigns) on the one part and M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as the "THE CATERERS" which expression shall mean and include all the partners of the firm for the time being, their survivors or survivor, their respective legal heirs, executors and administrators, on the other part.

WHEREAS The Institute is desirous of engaging an independent Caterer for running its cafeteria and, in response to the requirement as notified, the Caterer has been selected for the assignment. Now after explaining the scope of job to be executed, the caterer hereby agrees with the client to render catering service in conformity to the provisions of this agreement and it is hereby agreed by and between the parties:

**1. Commencement and duration of the Contract**

This agreement shall come into effect from \_\_\_\_\_.2022 and shall be for the period for 12 months which is subject to review of performance of the caterer on various parameters. However, the same shall be further extended at the discretion of the institute and by the institute subject to a maximum total period of three years.

**2. Rates of Item & Cafeteria rent**

The prices / rates decided and agreed between the parties for various items shall be firm and no escalation in the finalized rates will be permitted during the duration of initial 12 months of commencement of the agreement. The contractor shall be responsible for providing all the approved food items as per the decision taken in this regard. For any additional items, which the contractor intends to supply, the weight / quantity of such items should be specified while displaying the proposed sale price of such item. Under no circumstances, packed readymade items shall be sold over the printed Maximum Retail Price (MRP). No items should be used / supplied / sold beyond the expiry date. However, in the event the contract is renewed for a period of 12 Months, the Institute may consider escalation of rates on 12 monthly intervals. After the expiry of this contract, the institute reserves the right to extend the contract further for period(s) as deemed fit, however, there shall be an escalation of 10% in the rent value for every subsequent period of one year or part thereof. The remaining terms and condition of the contract shall remain the same.

**3. License under Section 23 of the Food Safety and Standard Act, 2006**

The cafeteria runs through other agencies in the NIPER campus is covered under the definitions of Food Business Operation, hence it is imperative for contractor to obtain a requisite license and fulfill all the responsibilities of an FBO as stipulated under Section 23 of the Food Safety and Standard Act, 2006. As prescribed under Section 31(1) of FSS Act, 2006, no person shall commence or carry on any food business/activity except under a license.

#### **4. Items / Services to be provided by the Caterer**

(a) The Caterer shall supply food, meals, tea, coffee and snacks, etc. as required by or for the Institute from time to time, within Institute's premises situated at Sector 67, Mohali. The Cafeteria shall be kept open as per the timings specified by the Cafeteria Committee / Authorised Officer of the Institute.

(b) The Caterer shall supply items of food, meals, tea and snacks to employees / students/Residence of the Institute and such other persons as may be authorized by the Institute from time to time in such a manner as may be determined by the Institute and advised to the Caterer from time to time.

(c) The Caterer shall take prior permission of the NIPER, Mohali for preparation of lunch / dinner / snacks / tea and coffee, etc. ordered by outside party for special meetings or occasions, etc. or else an amount of Rs. 500/- shall be charged as penalty for each case of violation subject to a maximum number of two times, after which the fine shall be doubled for every subsequent third violation.

(d) The Caterer shall also supply during working days, any additional items of food, snacks or beverages as per schedules and at rates specified therein. He may also keep standard bakery items, soft drinks, etc. However, in no case the rates chargeable shall be above the printed MRP.

5. The caterer shall also arrange special lunches, tea / coffee service during Conferences / Meetings, etc. for which the institute shall pay to the caterer at rates fixed by the institute from time to time, depending upon the menu to be served, with the mutual consent.

6. The caterer shall also supply any additional items of food, snacks or beverages at rates as get finalized in the Order.

#### **7. Quantity and quality of the items**

(a) The quantity and / or weight of the item of eatables, tea / coffee / etc. to be supplied by the Caterer shall be as per the directions of the Cafeteria Committee.

(b) All materials required by the Caterer for preparation of food, meals, tea, beverages, and snacks etc. will be purchased by the Caterer. All items of food, raw materials for food purchased will have to conform to the standards, prescribed under the prevention of Food Adulteration Act, and / or any other Act applicable and as far as possible shall have the standards / branded bearing the mark "Agmark", "ISI", "FPO", "India Organic", etc. as applicable. All materials required by the Caterer for preparation of food, raw materials for food purchased will have to conform to the known standards / brands and specifications as lay down by the Institute and suggested by the authorized officials of the institute from time to time. For any violation of the Food Adulteration Act it will be the sole responsibility of the Caterer and will nominate its concerned official / employee to the concerned authorities under the Act before the first day of the commencement of the Contract.

(c) The grains and provisions, meat, fish and poultry, etc. shall be purchased from reputed suppliers. The Institute or its representatives will be at liberty to inspect the materials brought by the

Caterer at any time and also to reject any sub-standard items of materials which will be at the cost of the Caterer.

(d) It will be the responsibility of the Caterer to store the stock of materials purchased by him in a neat, tidy and hygienic manner. The containers should be airtight. The Caterer hereby agrees and undertakes not to use the articles purchased for any purpose other than to meet the requirements of the Institute and / or its employees / students. The Institute will not be responsible for any loss or damage done or caused to the Caterer's stock, materials, etc., while they are stored within the Institute's premises.

#### **8. Payment of license fee by the Caterer**

The Caterer shall pay to the Institute a license fee as quoted, decided and approved by the Competent Authority on or before seventh of every month without fail along with other charges in respect of electricity, water, etc (as applicable & decided in the terms & conditions of the tender document).

#### **9. Right of rejection**

(a) The Institute shall have the right to reject such articles of prepared tea, food, meals and snacks, etc. as in the opinion of the Institute are not of proper and standard quality. The Caterer will immediately make good any loss of materials rejected, which may arise on this account.

(b) The Caterer agrees that in the event he is unable to replace any or all of the rejected material, the Institute shall be free to impose a penalty of Rs. 500/- per day for each case of non compliance and can also recommend termination/ cancellation of contract, which shall be binding upon contractor.

#### **10. Cleanliness**

The Caterer shall be responsible for maintaining and keeping the Cafeteria premises and facilities used by him in neat, clean & hygienic condition. The Institute shall have the right to inspect such premises and facilities and may call upon the Caterer to maintain the facilities in a neat and clean manner. In case of failure of the Caterer, the Institute has right to penalize the Caterer by upto Rs. 500/- per instance. The Institute has full discretionary right to penalize the Caterer upto Rs. 500/- in each case of default on his part in relation to food quality, quantity, cleanliness and hygiene or default or lapse in following the instruction given to him by the concerned officer(s) of the Institute.

#### **11. Furniture & equipment, etc.**

The Institute shall make available to the Caterer, furniture and other equipments to be used in the Cafeteria and shall also bear the cost of normal repairs and replacement of the same. The Caterer shall ensure that the furniture and other equipment provided to him are always kept in a clean and hygienic condition. In the event of any breakage or loss and / or damage to the same arising out of negligent handling by the Caterer or his employees, the Caterer shall compensate or pay for such replacements or repairs.

#### **12. Responsibility of the contractor on cessation / completion of contract**

(a) The Caterer shall be responsible for all the items of furniture and equipment entrusted to his care from time to time and shall hand over the same in good order and condition (with normal wear and tear) to the Institute as and when required by the Institute or on termination of this agreement. The Caterer shall not remove any of the above articles or equipment outside the Institute's premises. He shall



also clear all the dues to the Institute failing which necessary deductions will be made from its Security Deposit.

(b) On completion of the contract period or on termination of this agreement, the Caterer will also ensure that all the persons engaged by him are removed / withdrawn from the premises, forthwith and will settle their accounts by paying all the legal dues as required under the provision of various labour laws. In case of any disputes arising out on account of any matter related to his employees, it will be the responsibility of the contractor to pay his employees all the legal dues as ordered by the competent authority.

### **13. Engagement of staff**

(a) The Caterer shall provide at his own cost and expenses sufficient and competent staff to act as Cooks, Snacks Makers, Tea Makers, Waiters, Vendors, Attendants, Hamals, Helpers etc., as may be reasonably required in the opinion of the Caterer for the fulfillment of the Caterer's obligations under this agreement, and there will no liability of any kind on the Institute on this account.

(b) The Caterer shall engage personnel who are in its opinion competent, possess suitable experience, and are honest and trustworthy. The Caterer will depute people of only good background to do the work at the Cafeteria. The Caterer shall of his own select recruit and employ its workforce and the Institute shall in no manner be associated with this process. The contractor will maintain and show the Institute on demand, all employment documents (like appointment letter, bio-data, I-card etc.) in respect to his employees.

(c) All assigned personnel shall be persons employed by the Caterer and shall ensure, with respect to the personnel so engaged, compliance of all the provisions as applicable labour laws / regulations and any and all other applicable legislation and shall also maintain all records / registers / books as may be statutorily required there under and shall, as and when required, provide such aforesaid records / registers / books for inspection by the authorized personnel of Institute / Labour Departments.

(d) The Contractor will furnish to the Institute, the particulars viz. Name, Father's Name, age, Photograph, Permanent Address etc. of the workmen engaged by them for the purpose as mentioned above in the premises of NIPER. The Contractor will also arrange their antecedent verification from police and also ensure that they are fit and have good conduct for rendering the requisite services.

(e) Any misconduct / misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.

Medical report and ID proof with passport size photo of all working staff should be submitted by the Contractor .

### **14. License under Contract Labour (Regulation & Abolition) Act**

The Caterer will obtain requisite license from the licensing authority under the Contract Labour (R&A) Act, 1970 and any other applicable act according to the number of workers engaged by him and get the aforementioned license renewed from time to time as and when due from the appropriate authority and will keep valid and produce the same when called upon to do so.

### **15. Employment**

The Caterer or the person(s) so engaged by him will have no claim or right whatsoever to be absorbed in the employment of the Institute at any time or under any circumstances or for any reason

whatsoever. The Caterer shall be solely liable for the employment or non employment of his workforce. In case, any dispute is raised by their employees, the Caterer shall personally defend and indemnify the Institute in respect of any consequence thereof. The Caterer will issue entry passes to its employees deployed in premises of the Institute.

#### **16. Fitness of employees**

All workers employed by the Caterer shall be medically fit for handling food and certified for fitness before employment and every six months thereafter to be examined by a registered medical practitioner. This will be the sole responsibility of the Caterer. No member of the Caterer's staff shall be below the age of 18 years.

#### **17. Effective Management**

The Caterer will have a competent Supervisor on the premises at all times who shall represent the Caterer in his absence. The Caterer will visit the establishment at least once a month for overall supervision and ensure the smooth functioning of Cafeteria including hygienic / neat conditions in Cafeteria. The Supervisor appointed by the Caterer will supervise the work of its employees. If in the opinion of the Institute any Supervisor is found unsuitable, the Caterer shall be liable to change the Supervisor.

#### **18. Safety & Security of the Premises**

The Caterer and his employees shall observe and abide by all fire, safety and security regulations of the Institute. The Caterer will ensure that his employees do not remain on the premises beyond their normal working hours without specific approval of the authorized Officer. Any unauthorized presence on the premises beyond normal working hours will not be acceptable and the Caterer upon receipt of complaint will have to withdraw such employees from working in the Institute's premises.

#### **19. Exclusive for Institute**

The space provided by the Institute to the Caterer for the purpose of operating the Cafeteria in the premises of the Institute, shall be used by the Caterer for the sole purpose of operating Cafeteria only and for no other purposes whatsoever. For the removal of any doubt, it is expressly provided that the Institute's premises shall not be used by the Caterer / Contractor for any purpose other than to supply material to the Institute under this agreement.

#### **20. Amendment**

Any amendment to this Agreement shall not be valid and binding on the Parties unless it is made in writing and signed by the authorized personnel of both Parties.

#### **21. Injury / Accident to Caterer's employee**

On the occurrence of any injury to Caterer's employees, the Caterer shall comply with the statutory requirements in notifying the authorities within the time stipulated therein and shall also inform the Institute of the incident. The Caterer will at all times keep the Institute effectively indemnified against any liabilities under the Workmen's Compensation Act 1923, ESI Act (if applicable) or any other enactments / statutory provisions of laws applicable or made applicable and amendments thereof. The Caterer is responsible and liable for all acts, deeds, misdeeds and conduct of his employees, servants, agents, supervisors and other staff whether stationed at the Institute's premises or otherwise and the Caterer agrees to fully indemnify the Institute from any loss, damage or

consequence arising out of the act, deed, misdeed or conduct of such employees, servants, agents and supervisors and other staff.

## **22. Quantum and timely payment of wages**

The Caterer shall, in all respects, comply with all requirements of Minimum Wages Act as applicable to eating establishments, the Contract Labour (R & A) Act, the Employees' State Insurance Act, Employees' Provident Funds & Misc. Provisions Act, Payment of Bonus Act, the Payment of Gratuity Act and any other law in force and shall keep the Institute indemnified against all liabilities and responsibilities under the said Acts and schemes thereunder and under any other laws affecting employer / employee relations.

## **23. Payment of Taxes**

The Caterer shall be wholly responsible for payment of any and / or all the taxes under the existing or future Laws, acts, Rules, Orders, Notifications etc, issued by the Central or State Governments or any local authority, or body in respect or in connection with supplies and that the Institute shall not be liable to pay such taxes, rates, duties etc., whether existing or which may accrue in future.

## **24. Status of Caterer**

Nothing contained herein shall be construed to create a monthly tenancy or create any interest in favour of the Caterer in respect of the Cafeteria and other premises used by the Caterer in connection with the purpose of this Agreement. The status of the Caterer will be only licensee and not the lessee or the tenant.

## **25. Indemnification by Caterer**

The Caterer shall at all times keep the Institute effectively indemnified against all actions, suits, proceedings, leases, costs, damages, charges, claims and demands in any way arising out of reason of anything done or omitted to be done by the Caterer.

## **26. Security deposit**

The Caterer shall deposit with the Institute interest free security amounting to Rs. 50,000/-The security deposit is to be paid by way of A/c payee crossed Demand Draft or irrevocable Bank Guarantee from a Nationalized / Scheduled bank to be valid until returned (under normal circumstances three months beyond the expiry period of the contract) duly discharged by the Institute. The Institute shall have the right to forfeit or deduct out of the above deposit any amount which the Caterer may become liable hereunder and shall refund the balance money to the Caterer on the termination of this Agreement.

## **27. Termination of the contract**

In the event of the Caterer, committing a breach of any of the terms and conditions of this Agreement, the Institute shall be entitled, subject to other rights available to it under this Agreement, to terminate this agreement immediately without notice & without assigning any reasons. On termination of this agreement in terms of this clause, the other terms and conditions relating to termination to this agreement shall apply. The Institute can also terminate the Agreement immediately on the occurrence of any event which, in the exclusive opinion of the Institute, necessitates the termination of this Agreement forthwith. Only Institute shall have a right to terminate the contract by giving one month's notice in

writing to the other party without assigning any reason during the period of this agreement whereas the caterer will have to serve a notice of at least three months to the Institute for termination of contract.

## **28. Arbitration**

(a) All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination, foreclosure, termination or breach of the agreement shall, after written notice by either party to the Competent Authority be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.

(b) The Director, NIPER shall either himself act as the Sole Arbitrator or nominate some serving / retired officer of the NIPER, Mohali or any other Government Company, or any retired officer of the Central Government not below the rank of a Deputy Secretary, to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties. The contractor / vendor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is / was an officer, another Govt. Company or the Central Government or that he / she has to deal or had dealt with the matter to which the contract relates or that in the course of his / her duties, he / she has / had expressed views on all or any of the matters in dispute or difference.

(c) In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Competent Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator.

(d) Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Director, NIPER or a person nominated by him as aforesaid, shall act as an Arbitrator. The failure on the part of the Competent Authority to make an appointment on time shall only give rise to a right to a Contractor to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.

(e) The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement and shall not be questioned in any court of Law.

(f) The work under the Contract shall, however, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.

(g) The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.

(h) The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The Award of the Sole Arbitrator shall be final and binding on both the parties.

(i) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.

(j) The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at S.A.S. Nagar (Mohali) for all purposes. The Arbitration shall be held at S.A.S. Nagar (Mohali) and conducted in English language.

**29.** The Competent Authority is the Functional Director (be it regular, officiating or acting) of the NIPER, Mohali. The Caterer shall not transfer or assign or share benefit of this agreement without the consent in writing of the Institute.

**30.** The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

**31.** There will be surprise checking by an authorized Officer / Committee. Shortcomings, if any, pointed out by it shall be attended by the contractor within 24 hours of its bringing to its notice failing which penalty @ Rs. 500/- shall be levied per case per day.

**32.** The following documents shall be deemed to form part of this agreement:

- a) Undertaking submitted by the contractor.
- b) The letter of intent bearing No. .... dated .....
- c) Terms and conditions of the bidding document.

The decision of the Competent Authority of the Institute shall be final and binding on the contractor / agency in respect of any clause covered under the contract and any matter incidental to the contract.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

(Name & Address of the firm)

(For the Institute)

Witnesses with name & addresses:

Witnesses with name & addresses:

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**Annexure 'C'**

**Facilities / Infrastructure / Inventories provided by the Institute to the contractor for the period of contract**

<b>S. No.</b>	<b>Description of Items</b>		<b>Length in m</b>	<b>Width in m</b>	<b>Area in Sq m</b>
<b><u>Area</u></b>					
1	Cafeteria Hall Area	:	16.02	12.77	204.58
2	Cafeteria Kitchen Area	:	6.27	7.895	49.50
3	Washing Area	:	3.02	3.34	10.09
4	Store	:	3.02	3.64	10.99
5	Lobby	:	2.905	3.14	9.12
6	Workers Room	:	3.35	4.76	15.95
7	Toilets - 01 No.	:	3.02	3.515	10.62
8	Billia ROs Room	:	4.655	7.175	33.40
9	Audio Visual	:	7.54	6.27	47.28
10	Lobby	:	7.54	6.27	47.28
11	Indoor Game	:	4.655	7.175	33.40
12	Toilets - 02 Nos	:	2.27	3.00	13.62
13	Cafeteria Lawn Area	:			650.00
<b><u>Others</u></b>					
14	Un-interrupted Water Supply	:	Yes		
15	RO System	:	01 No		
16	Electricity connection & Power Supply	:	Yes		
17	Intercom Telephone Facility	:	Yes		
18	Coolers/ fans	:	Room Cooler - 01 No, Water Cooler - 01 No, Fans - 19 Nos & Exhaust fan - 03 Nos		
19	Lights.	:	Tube Rods - 38 Nos.		
20	Deep Freezers	:	02 Nos ( 320 ltrs)		

21	Refrigerators	:	02 Nos ( 25 ltrs)
22	Furniture (Tables & Chairs)	:	Table - 13 Nos & Chairs 50 Nos.
23	A few utensils	:	

**Standard Quality Parameters for Raw Ingredients and Tentative rates**

<b>Item</b>	<b>Brand</b>
Salt	Tata, Nirma Shuddh, Annapurna, Nature Fresh, Captain Cook.
Spices	MDH, Everest, Catch, Badshah, Mother's Recipe, R-Pure.
Ketchup	Kissan, Maggi, Heinz, Del Monte, Cremica.
Oil	Sundrop, Godrej, Saffola, Fortune, Dhara <b>(Use of Hydrogenated (<i>Vanaspati</i>) Oil is prohibited)</b>
Pickle	Nilon's, Pravin, Priya, Mother's Recipe, MTR, Tops.
Atta (Wheat Fluor)	Ashirvad, Rajdhani, Pillsburry, Annapurna, Shakti Bhog.
Papad	Lijjat, Ganesh, Roshan.
Dairy Items	Verka, Britannia, Mother's Dairy, Amul.
Bread	Bonn, Britannia, Modern, English Oven.
Cornflakes	Mohan's, Kellogg's, Mum's.
Jam	Kissan, Maggi, Tops.
Tea Leaves	Brook Bond, Tata, Lipton, Organic India.
Coffee	Nescafe, Bru.



**Annexure 'E'**

**Minimal food items to be provided by the Contractor in NIPER Cafeteria**

Rate list will be displayed in minimum two places of Cafeteria and copy of Rate list on front service Table.

<b>S.N.</b>	<b>Item</b>	<b>Qty.</b>	<b>Rate of item (to be decided later)</b>
	Tea (ordinary)	150 ml	
	Tea with Tea bag	150 ml	
	Coffee (with std. powder)	150 ml	
	Omelette	One egg	
	Samosa	std. size	
	Bread Omelette	2 slice bread and one egg	
	Bread pakhora	std. size	
	Bread sandwich (veg.)	2 slice bread	
	Bread toasted / plain with butter	2 slice bread	
	Pettis	std. size	
	Noodles	small plate	
	Parantha - stuffed (potato / onion / cauliflower / mooli) with butter	std. size	
	Curd (fresh)	200 gm	
	Breakfast	Two Nos stuffed parantha, butter, fresh curd (200 gm), Achhar, coffee / tea / milk cornflakes (150 ml)	
		Bread Toast / plain (4 pcs) with butter / jam, 2 Nos boiled egg, coffee/tea/milk cornflakes (150 ml)	
		Bread Omelette (4 pcs and 2 eggs), butter / sauce, coffee / tea/ milk cornflakes (150 ml)	

	Soup (Tomato / vegetable)	150 ml	
	Lunch (veg), in std. Thali	Rice (150 gm), 4 Nos Tawa / Tandoor Rotti (std. Size), Dal (one bowl, std. size), seasonal vegetables (std. qty), Salad (std. Qty), Curd / raita boondi (std. Qty), Achhar, Pappad	
	Lunch (NV), in std. Thali	Rice (150 gm), 4 Nos Tawa / Tandoor Rotti (std. size), Dal (one bowl, std. size), Chicken / fish (2 pieces std. size with gravy), Salad (std. qty), Curd / raita boondi (std. qty), Achhar, Pappad	
	Dinner (veg.), in std. Thali	Rice (150 gm), 4 Nos Tawa / Tandoor Rotti (std. Size), Dal (one bowl, std. size), seasonal vegetables (std. qty), Salad (std. Qty), Curd / raita boondi (std. Qty), Achhar, Pappad	
	Dinner (NV)	Rice (150 gm), 4 Nos Tawa / Tandoor Rotti (std. size), Dal (one bowl, std. size), Chicken / fish (2 pieces std. size with gravy), Salad (std. qty), Curd / raita boondi (std. qty), Achhar, Pappad	
	Tandoori Roti	Std. size	
	Tawa Roti	Std. size	
	High Tea	Dip Tea / Coffee with sugar Cubes, Biscuit salty and sweet, pastry / swiss roll, spring roll / samosa	

	Session Tea	Dip Tea / Coffee with sugar Cubes, biscuit salty and sweet.	
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- Packed items can be sold in the Cafeteria with the permission of the Cafeteria Committee with the prevailing market price only.
- Items like seminar lunch / dinner to be provided by the Contractor on the menu / rate finalised on case to case basis.

**Annexure 'F'**

**Experience Details with Client List**

S. No.	Name of the Organisation with complete address & telephone nos. / e-mail where services provided	Period of Contract		Contracted Amount (Rs. /- Month)	Reason for Termination (if Any)
		From	To		
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

**MANDATE FORM**  
**ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)/REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENT**

A. DETAIL OF ACCOUN HOLDER:-

NAME OF ACCOUNT HOLDER	
COMPLETE CONTRACT ADDRESS	
TELEPHONE NUMBER/FAX/EMAIL	

B. BANK ACCOUNT DETAILS:-

BANK NAME	
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NUMBER AND EMAIL	
WHETHER THE BRANCH IS COMPUTERISED?	
WHETHER THE BRACH IS RTGS ENABLED? IF YES, THEN WHAT IS THE BRACH'S <b>IFSC CODE</b>	
IS THE BRANCH ALSO NEFT ENABLED?	
TYPE OF BANK ACCOUNT (SB/CURRENT/CASH CREDIT)	
COMPLETE BANK ACCOUNT NUMBER (LATEST)	
MICRO CODE OF BANK	

DATE OF EFFECT:-

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I would not hold the user Institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

(-----)  
Signature of Customer

Date:

Certified that the particulars furnished above are correct as per our records.

(Bank`s Stamp)

(-----)  
Signature of Customer

Date:

1. Please attach a photocopy of cheque along with the verification obtained from the bank.
2. In case your Bank Branch is presently not “ RTGS enabled” then upon its up gradation to “RTGS Enabled” branch, please submitted the information again in the above proforma to the Department at earliest.

**FINANCIAL BID**

<b>S. No.</b>	<b>Description of Work</b>	<b>Lump sum License Fee in Rupees Per Month (To Be Quoted by the Bidder)</b>
1.	Running of Cafeteria in NIPER, Mohali campus on mutually agreed rates, terms and Conditions.	In Figures: _____  In Words: _____ _____ _____ _____

1. **The facilities / infrastructure / equipment / utensils, etc. shall be taken into consideration while quoting rent for the cafeteria.**
2. **Electricity charges, as per actual usage, are liable to be paid in addition to above licence fee.**
3. **Water charges @ Rs. 500/- month are also liable to be paid in addition to above.**
4. **Food items are placed at ANNEXURE ‘E’ for reference.**
5. **The bids may be evaluated on highest bidder basis (H1 Basis). However, H1 shall not be the sole criterion and other parameters like sound financial background of the quoting firm, experience of providing similar services in other organizations of repute, preferably in tri-city, will also be taken into consideration for award of contract and thereafter the contract will be awarded to the responsive bidder on highest license fee basis.**
6. **The reserve license fee for cafeteria is Rs. 6500/-per month exclusive water/ electricity and other charges.**