



राष्ट्रीय डिज़ाइन संस्थान

National Institute of Design

मध्यप्रदेश Madhya Pradesh

Tender Enquiry No. NIDMP/Mess-Catering/02/2023

Dated: 12.04.2023

**E-Tender Notice on CPPP**

**For**

**Engagement of Agency for providing Catering Services**

**At**

**National Institute of Design, Madhya Pradesh**

**National Institute of Design, Madhya Pradesh**

**(An Institute of National Importance under the DPIIT)**

**Ministry of Commerce & Industry, Government of India Acharpura, Eint**

**Khedi, Post Arwaliya, Bhopal (MP) – 462038**

**Website [www.nidmp.ac.in](http://www.nidmp.ac.in)**

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# CHAPTER 1

## SECTION-A

### NOTICE INVITING TENDER


**Subject: Notice Inviting E-Tender (through CPPP only) for Engagement of Agency for providing Catering services at Student Mess of National Institute of Design, Madhya Pradesh at Bhopal**

On behalf of the Director, National Institute of Design, Madhya Pradesh (NID MP) online Bids are invited through CPPP from experienced registered Contractors/ Firms for Engagement for providing Catering Services at Student Mess of National Institute of Design, Madhya Pradesh initially for a period of two years and extendable by one more year subject to satisfactory performance as given in schedule of requirement of this tender.

Detailed Technical Specifications, Terms and Conditions, Scope of Work, various format and proforma for submitting the proposal are described in this tender document and its Annexures. All further notifications/ amendments, if any shall be posted on Institute's website and CPPP only. No separate communication shall be made with Bidders in any manner.

If the date of submitting/opening of the Bid is declared as holiday, then the bids shall be opened on next working day. For any query, please contact on email [procurement@nidmp.ac.in](mailto:procurement@nidmp.ac.in) or Phone No. 0755-6721006.

Tender enquiry Number	NIDMP/Mess-Catering/02/2023	
Particular	Date	Time
Date/ time of release of tender through CPPP	12.04.2023	05:00 PM
Start Date / time of submission of queries/ observations, if any for clarification through e-mail to <a href="mailto:procurement@nidmp.ac.in">procurement@nidmp.ac.in</a>	13.04.2023	09:00 AM
Last Date/ time of submission of queries/ observations, if any for clarification through e-mail to <a href="mailto:procurement@nidmp.ac.in">procurement@nidmp.ac.in</a>	19.04.2023	11:00 AM
Date/ time of pre-bid meeting at National Institute of Design, Madhya Pradesh, Acharpura, EintKhedi, Post Arwaliya, Bhopal(MP) – 462038	19.04.2023	11:20 AM
Start date/ time of submission of online bid	13.04.2023	09:00 AM
Last date/ time of downloading bid document	04.05.2023	03:00 PM
Last date/ time of submission of online bid	04.05.2023	05:00 PM
Date/ time of opening of technical bid	05.05.2023	09:30 AM
<ul style="list-style-type: none"><li>• The above dates are only indicative. Any subsequent changes shall be published on the CPP portal.</li><li>• Any other information/ corrigendum, if any, shall be notified later.</li></ul>		

  
12 Apr 23  
Chief Administrative Officer

**SECTION - B**  
**INSTRUCTIONS TO BIDDERS**

1. E-tenders are invited through CPPP from experienced registered Contractors/ Firms for Engagement, having experience of similar work and fulfilling other requirements as per eligibility criterion stipulated in the tender document, for providing Catering Services at Student Mess of National Institute of Design, Madhya Pradesh.

2. Bids are invited from reputed & registered agencies for providing Catering Services, having valid registration issued by competent authority/agency to run the Catering Services business in Madhya Pradesh.

3. Bidders are advised to study the tender document carefully before submitting the bid form. It will be presumed that the Bidder has considered and accepted all the terms and conditions of this tender. No enquiry, whatsoever verbal or written, shall be entertained in respect of acceptance/ rejection of the tender. Bids must be submitted unconditionally.

**4. Eligibility Criterion:**

(i) The Bidder must have experience of minimum 5 years of providing Catering services to Central Educational Institutes Including IITs/IIMs/NITs/CFTIs/NIDs/NIFT etc. or to private Higher educational institutes as on 31.03.2022.

(ii) The Bidder must have at least a total of five (05) successfully contracts of a minimum 1-year duration in last five years in Central Educational Organization including IITs/IIMs/NITs/CFTIs/NIDs/NIFT etc./Private Higher Educational Institutes for providing Catering services to minimum of 300 students/users. The Bidder should provide information about all similar contracts completed by the Firm in the last five years in the Technical Bid. **Copy of the work order and Proof of work completion/ running contract should be furnished in the technical bid.**

(iii) The Bidder should be a registered Contractor/firm/agency/company as applicable and having appropriate License from FSSAI and state/central government authorities to carry catering services business. These registration/licenses should be valid for the period of contract or any extension thereof.

(iv) The Bidder should have valid Permanent Account Number (PAN), GST Registration Number, Registration No. of the Agency/ Firm/company, EPF Registration Number and ESIC Registration Number.

(v) The Bidder should have an average annual turnover of minimum of Rs 2.00 Crore (Two Crore lakh) for the last three financial years (FY 2019-20, FY 2020-21, FY 2021-22).

(vi) The Bidder must have a minimum of 2 (two) on-going similar contracts of providing Catering services for a total contract value of Rs 1 crore (One Crore) annually in Central Educational Institutes including IITs/IIMs/NITs/CFTIs/NIDs/NIFT etc. or to private Higher Educational Institutes as on 31.12.2022.

(vii) The Bidder should preferably have ISO/BIS certification.

(viii) Either the Registered Office or one of the Branch Offices/Base Kitchen/ Operational contract for similar work of the bidder should be located in Madhya Pradesh preferably in

Bhopal itself.

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

**Note:-**

- (a) Experiences/Contracts executed beyond the specified cut-off date, i.e., 31<sup>st</sup> March 2022 will not be considered for evaluation under the minimum experience required criteria.
- (b) "Similar work" means providing 'Catering Services' only. The Bidder must produce work completion certificate from the clients. The work completion certificate should mention the details of work executed, the value of work done, the date of commencement and date of completion of the work.

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

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

**7. Bid Document**

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

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

(iii) **General terms and conditions:** The Bidder should read the tender document carefully and give his/her/ its/ their acceptance. The Bidder is advised to visit NID MP campus, on any working day between 1000 hrs and 1700 hrs to assess the nature and quantum of work before submission of bids/uploading the tender.

(iv) **A pre-bid meeting shall be held on 19.04.2023 at the following address from 11:20 AM onwards:**

National Institute of Design, Madhya Pradesh  
Village: - Acharpura, Post Arwaliya  
Eint Khedi, Bhopal 462038 (M.P.)

## 8. Submission of Tender

- (i) Tender should be uploaded only on the CPPP in two parts as detailed in succeeding paragraphs.

**Part-I.** Technical Bid should be uploaded along with Annexure I, Annexure II, Annexure III, Annexure IV, Annexure V and Annexure VI.

**Part-II.** Should contain only the Financial Bid as per BOQ to be uploaded in the CPPP.

### **Financial Bid:-**

**The Financial bid shall comprise in the form of per Month per Student Mess Charges (including GST) offered by the bidder to the Institute in the BOQ format to be filled online on CPPP. The technically qualified Bidder quoting lowest per month per Student Mess Charges (including GST) shall be offered the contract for catering services.**

- (ii) Both Technical and Financial Bid are to be uploaded concurrently duly digitally signed on the CPPP.
- (iii) The online bids (complete in all respect) must be uploaded online in two documents; (Technical bid and Financial bid) in the prescribed format(s).
- (iv) The Bidders shall have a valid digital signature certificate for participation in the online tender process. The cost of digital signatures, if any, will be borne by respective Bidders.
- (v) All other documents as per requirement of Technical Bid shall be uploaded online through the CPPP. The Bidder shall bear all costs associated with the preparation of his/ her/ its tender document including cost of any clarifications, as sought/required by NID MP.
- (vi) When deemed necessary, NID MP may seek clarification(s) on any aspect(s) from the Bidders. All expenses for this purpose as also for preparation of documents will be borne solely by the Bidder(s). However, that would not entitle the Bidder to change or cause any change in the pricequoted by the respective bidder(s).
- (vii) NID MP will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.
- (viii) A tender determined as not substantially responsive will be rejected by NID MP and may not subsequently be made responsive by the Bidder by rectifying the non-conformity.
- (ix) NID MP may waive off any minor infirmity or non-conformity in the tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of other Bidders. The decision of NID MP in this regard will however be final and binding.
- (x) Bidder shall not be permitted to withdraw his/ her/ its offer or modify the terms and conditions thereof after acceptance of the tender. In case the Bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rate, the aforesaid amount of Earnest Money Deposit, will be forfeited by the Institute. Besides this, the Bidder will also liable to be debarred/ blacklisted from participating in the tendering process of NID MP in future or fined or both, as deemed appropriate by the Institute.

- (xi) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing in any form or try to influence the process either directly or indirectly shall be liable for rejection by NID MP.
- (xii) Tender containing any condition leading to unknown/ indefinite liability is liable to be summarily rejected.
- (xiii) Any modification/ corrigendum issued with regard to this tender document shall be uploaded on CPPP only. Bidders are, therefore, requested to visit these websites regularly till the last stipulated date of submission of the tender for ascertaining any modification/ corrigendum issued in this regard.
- (xiv) The tender bid and copies of certificates uploaded by the Bidder in pdf form should be duly signed at the given places, together with initials on every page by the authorized person/signatory of the Bidder. Initial/ signature will indicate the acceptance of the tender document by the Bidder.
- (xv) No changes will be made in the tender document by the Bidders except filling-up details mentioned in the formats meant for Technical, its Annexures and Financial Bid, its Annexures. In case any change is made in the content of the formats, except filling-up details, it shall be treated as unauthorized act and such bid will stand automatically disqualified.

**9. Producing Originals Documents for Verification:** The Bidder may be asked to produce all concerned original documents for verification at any stage of tender process or as and when sought for, failing which the bids are liable for disqualification.

(i) The Bidder shall upload the information sought in the format enclosed at PART-I Annexure I, Annexure II, Annexure III, Annexure IV, Annexure V and Annexure VI along with all necessary enclosures as part of Technical bid of Catering Services for Student Mess at NID MP campus.

(ii) The Annexures should be clearly filled or typed and signed in ink legibly giving full address of the Bidder. The Bidder should quote in figures as well as in words the amount tendered by him/ her/ it. Alteration if any, unless legibly attested by the Bidder with his/ her/ its full signature, shall invalidate the tender. The tender should be duly signed by the authorized persons/signatories. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.

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

**11. Estimated cost of work: Total estimated cost of the Tender is Rs. 1,25,00,000/- (Rupees One Crore twenty-five lakhs only) per annum including statutory taxes viz GST. This estimated cost of services is purely tentative in nature and will be based on the Student Strength of the Institute from time to time and shall be solely at the discretion of the Institute. Presently, the Institute has 241 students against the sanctioned student strength of 348.**

## 12. Earnest Money Deposit (EMD)

(i) EMD of **0.5% of the Tender/ Bid value** is a must [except those exempted as per clause stated at para 13 (iv) below] and should be submitted in form of Demand Draft/Banker Cheque/FDR/Bank Guarantee/electronic Bank Guarantee to be issued by any of the commercial bank on the name of “**National Institute of Design, Madhya Pradesh**” payable at Bhopal. The EMD should be prepared on or before the Tender closing date. The scanned copy of EMD should be attached with the documents to be attached with technical bid. Tenders submitted without details of valid EMD stand automatically rejected.

(ii) The name of firm should be mentioned on reverse side of Demand Draft/Banker Cheque/FDR/Bank Guarantee/E- Bank Guarantee. The physical copy of mode of EMD should be submitted in a sealed envelope mentioning the CPPP Tender ID to the below mentioned address within 5 days of closing date of the Tender: -

To,

The Chief Administrative Officer  
National Institute of Design, Madhya Pradesh  
Village:- Acharpura, Post Arwaliya  
Eint Khedi, Bhopal 462038 (M.P.)

(iii) EMD, in original form submitted, by bidders, who fail to qualify the Technical bid evaluation stage, will be returned within 30 days after the Technical Bid Evaluation. The EMD of rest of the bidders will be refunded in original form after finalization of the contract. The Earnest Money of the successful bidder may be adjusted against Performance Security Deposit, if the Bidder so wishes, otherwise, the EMD will be returned after receipt of Performance Security Deposit.

**13. Performance Security Deposit:** The successful bidder will be required to submit a Security Deposit equivalent to **03% of the Contract Value** by way of Demand Draft/Banker Cheque/FDR/Bank Guarantee/Electronic Bank Guarantee to be issued by any of the commercial bank on the name of “**National Institute of Design, Madhya Pradesh**” payable at Bhopal, which must be valid for 3 months beyond the contract period or extended period, whichever is later. Security Deposit will be required to be furnished within two weeks from the date of award of contract, failing which the work award order is liable to be cancelled.

## 14. Clarification of Bids

- (i) During evaluation of the bids, the Institute may, at its discretion, ask the Bidder for clarification of its bid or to submit documents, if any. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.
- (ii) No Bidder shall contact the Institute authority on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. No such request shall be entertained. If the Bidder wishes to bring additional information to the notice of the



Institute, it should be done in writing.

- (iii) Any effort by a Bidder to influence the Institutes authorities in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidders bid.

**15. Based on the Mess Menu and quality of catering services required for the students at the Institute, The Minimum monthly rates for per student per month is evaluated to Rs 5,100/- (incl. GST) per month per student. The financial bid of the bidders, who quote the rates below to this ceiling shall be treated as un-reasonably low and shall be rejected.**

**16. The Mess charges shall be linked with the DA rates declared by the Central Government based on CPI index and may be considered for yearly revision from 01<sup>st</sup> January 2024 onwards after completion of first year of the contract. The current mess rates have been proposed based on CPI index linked prevailing DA rates as on 31 December 2022. The yearly increase in rate may be based on DA applicable on 30<sup>th</sup> June of the particular year.**

**17. The successful bidder will have to pay 5% of the monthly bill to the institute as infrastructure charges for availing services of Kitchen area and Mess equipment/utensils. The GST shall also be levied on this fee. The due charges along with GST shall be deducted from all payments including monthly Mess charges/ official catering charges payable to the Contractor.**

**18. Evaluation of Technical/commercial Bid**

1. Prior to the detailed technical evaluation, the authority of the Institute will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations and meets all the essential criteria. If any bidder does not meet the essential criteria as laid down in this bid document, then his/her bid will be summarily rejected. No documents will be accepted in support of essential criteria after the last date of submission of bids. Bids without DD of EMD, if otherwise exempted, shall not be considered for technical evaluation.
2. The Technical evaluation will be based on marking system as per Technical Evaluation Schedule at Chapter 3 of this tender document. The bidders short-listed by the Institute based on meeting the essential criteria and qualifying the stage-1 Technical Evaluation Criteria laid down in this tender document shall be called for, at a specified date, time and venue, as intimated by the Institute.

**19. Presentation by Technically qualified bidders**

All stage-1 technically qualified bidders shall be asked to give a detailed presentation about their technical specifications, their firm's performance in the area of catering services, facilities and innovative idea in food/catering field etc. before the Institute's Committee. The presentation shall be evaluated for maximum of 25 marks, wherein qualifying marks shall be 14 out of 25.

## **20. Opening of Online Financial Bids**

- (i) Price Bids of only those bidders, who meet the essential criteria and who have successfully qualified the Technical Evaluation both Stage-1 and Stage-2 shall be eligible for financial bid opening.
- (ii) The online price Bids of the technically qualified bidders shall be opened by the Tender Evaluation Committee where the representatives of the bidders may witness the procedure, if wish to do so.

## **21. Evaluation and Comparison of price Bids:**

- (i) The bidder having quoted lowest monthly mess charges per student (including GST) will be selected as successful bidder (L-1 bidder) for award of contract.
- (ii) The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Institute's action.
- (iii) The Institute reserves the right to offer the contract for remaining duration of the contract, if the contract with successful bidder is terminated or withdraws on whatsoever reasons within two years from the date of the initial award of contract, to the next higher bidder to match the rates of L1 bidder along with due increase, if applicable as per tender conditions.

## **22. Award Criteria and notification of award**

The Bidder/Company/Firm/Service Provider/ qualified in technical evaluation and presentation stage will be declared successful based on lowest quoted monthly rates. Prior to the expiration of the period validity, the authority of the Institute will notify the successful Bidder in writing by e-mail, to be confirmed in writing by e-mail/speed post or hand delivered letter, that its bid has been declared qualified.

## **23. The EMD will be Forfeited:**

- (i) If a Bidder withdraws the bid during the period of bid validity; or
- (ii) If the Bidder fails to accept NID MP's corrections of arithmetic errors in the Bidder's bid (if any); or
- (iii) If the Contractor fails to sign the Contract Agreement with NID MP within the specified timelines; or
- (iv) If the Contractor fails to furnish the Security Deposit within the stipulated time.

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

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

**26. Submission of Bids:** Both Technical and Financial Bid are to be submitted concurrently duly digitally signed on the CPPP.

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

**28.** The Contractor will not charge any placement charges or any other charges, whatsoever, including charges for uniform etc. from the manpower deployed in NID MP. The contract shall be liable to be terminated, with forfeiture of Security Deposit and the bidder will be blacklisted if, at any stage, reports are received that the bidder has charged the manpower on any such inadmissible account(s).

**29.** The Contractor shall pay the GST amount to the Exchequer by quoting the institute's GST number for claiming GST input credit of GST by the Institute.

**30.** The Contractor shall pay the monthly wages to the Mess workers on or before 7<sup>th</sup> of the following month through online remittance/RTGS/Cheque under intimation to the authorized person/officer of the Institute.

**31.** Any loss/damage/theft to the Institute/individual property in the Institute campus due to the negligence of Mess Workers would be recovered from the bills of the Contractor.

**32.** The shortcoming/deficiency in Mess/Catering Services shall be viewed seriously and would be intimated to bidder and fine shall be imposed as per clause 'M' of Chapter 4-SCC. Even after the Servicing the notice, if it is observed that the firm is not improving its shortcoming/deficiency, the Contract would be terminated **at any point of time** on the cost of bidder and security deposit would also be forfeited.

**33.** The TDS as applicable shall be deducted from the payments made by the Institute against the bills of the Contractor.

**34. Opening of Financial of the Bid:** After Evaluation of Technical Bid, Financial Bid of only those Bidders, who satisfy all the eligibility criteria laid down in Technical Evaluation Sheet, will be opened. In case any document produced in support of eligibility criteria turns out to be not genuine, EMD stands automatically forfeited, whether before award of work or otherwise.

### **35. Evaluation of tender:**

(i) The technical bid of the bidder(s) shall be evaluated strictly as per the given criteria in Technical Evaluation Sheet. Proforma has been prescribed (part of this NIT) and all the Bidders have to obtain Certificates from their Clients, separately for each of the contracts. If no Certificate is produced, no marks will be assigned for technical evaluation.

(ii) The financial bid shall be opened for only those bidders who will secure minimum 55% of overall marks during evaluation of technical bids as per the given Technical Evaluation Sheet.

(iii) Final evaluation will be based on financial bid quoted by the bidders. The financial bid, of the bidders who will secure at least 55% marks in technical evaluation, shall be opened.

**(iv) In case two or more bidders quote equal financial offer, the Contract will be awarded to the bidder who has secured overall higher marks in technical evaluation (including marks for presentation). In case of tie in marks obtained in the overall technical evaluation, the contract shall be awarded to the firm having higher average turnover for the last three years.**

(v) Quoting rates for all items/ services in the Financial Bid is mandatory, otherwise the bid will be rejected.

**36. In case the tender opening date happens to be declared as a closed holiday, the next date and timings will be notified through CPPP. However, the bid submission date will remain same as the Bidders are required to submit their tenders on CPPP.**

### **37. The NID MP's Rights**

(i) NID MP reserves the right to accept/ reject any or all the bids in whole or in part and annul the bidding process without assigning any reason whatsoever and is not bound to accept the lowest tender.

(ii) NID MP also reserves the right to modify and/ or relax, any terms & conditions of this tender document before last date of submission of tenders to safeguard its interests.

(iii) NID MP also reserves the right to modify and/ or relax, requirement of any documents or annexure, required under this tender, for all the bidders. The decision in this regard shall be binding to all bidders.

(iv) Any failure on the part of the Bidder to observe the prescribed procedure and any attempt to canvass / influence NID MP for furtherance of his/ her interest, the Bidder's quotation will be cancelled forthwith. The decision of NID MP in this regard will be final.

(v) NID MP reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage, in case of any change in requirement.

(vi) NID MP reserves the right to blacklist a Bidder for a suitable period in case

the Bidder fails to honor his/ her/ its bid after award of work without sufficient grounds.

(vii) NID MP reserves the right to alter the quantities specified in the bid in the event of changes in requirement. No Bidder will be allowed to change the financial bid if NID MP decides to drop any items from the schedule.

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

(ix) Right to vary Quantities at Time of Award: NID MP reserves the right to increase or decrease the quantity of requirements, which have been originally indicated in the tender without any change in unit price or other terms and conditions.

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

## **CHAPTER-2**

### **Section-A**

## **SPECIAL CONDITIONS OF CONTRACT**

### **NECESSARY INSTRUCTIONS FOR BIDDERS**

#### **Special Conditions of the contract**

1. The contract will be for a period of One year initially, from the date of signing of agreement, extendable for further three years after yearly appraisal of services with a initial trial period of 3 (three) months. If the services during the trial period are satisfactory based on the feedback from Students (primary stakeholders) on quality/quantity/hygiene/taste/variety/innovation of Catering Service, the Contract shall be extended for the remaining period of 9 (Nine) months else the Contract will be terminated.
2. The Service Provider will be provided with only space and minimum infrastructure like lights, fans, water cooler, water supply, electricity supply (on payment basis), Mess furniture, available Kitchen equipment's and Utensils etc. Whereas any additional requirement of kitchen equipment's, utensils, serving plates etc. will be arranged by the Service Provider on its own. However, the institute at its sole discretion may provide some additional equipment/ utilities, etc.
3. The Mess contractor will be paid the monthly bill based on rates quoted by him/her and number of students available in Institute Campus.
4. The Mess Service Provider shall provide unlimited diet in Breakfast, Lunch, snacks & Dinner (except for specifies items whose limits are predefined) to the hostellers, day scholars, NID employees and visitors as per the quoted price. The final agreed rates of meals for NID Guests, employees or visitors shall be bifurcated in a ratio of 2.5 : 3: 1.5 : 3 for Breakfast, Lunch, Evening Tea/Snacks and Dinner respectively during the contract period.
5. The Menu of Thali for Breakfast, Lunch, Snacks & Dinner is attached at Annexure 'I', which will be subject to change as per Mess Committee recommendations on quarterly basis. Specific items will be decided by the Mess Committee in consultation with the Mess Service Provider. The Menu shall be subject to changes to which the Service Provider duly agrees. Apart from the food items mentioned in menu, the Service Provider has to provide additional /special dishes which may be offered as extra during Lunch and Dinner at an additional cost. Besides, the Mess Service Provider shall provide packing facility as and when required, on no additional cost.
6. The Menu for Breakfast, Lunch, Snacks & Dinner required for official

meetings/seminar/workshop or official guests is attached at Annexure 'II', which will be subject to change as per Institute's instructions, as and when required. The fixed rates of the various services are also given in Annexure- II, which shall be binding upon the Mess Contractor.

7. The Institute may instruct the Mess Contractor to serve the meals at any place within the campus on no additional cost. The fixed rates of the meals under this tender document shall be payable to the contractor.
8. The Institute will disburse monthly mess charges for only 5 months in each semester (Only 10 Months in a year), at the quoted and accepted rates under this tender document, as there will be approximately one month vacation for students in each semester. The Service Provider will be responsible to collect Mess charges/payment directly from the students, who intend to avail food facility during vacation period.
9. The Student Mess is operational from the contribution of the students. Hence, Mess Charges will not be paid to the service provider for the duration, the students are not using catering service for whatsoever reason. However, this will be intimated to the service provide in advance.
10. For Guests and visitors staying in Guest house/hostel, the agreed rates shall also be charged from them. The settlement of dues of Mess Charges will be the affair between Service provider and the Guest/Visitor. The Institute will not involve in the process.
11. The NID MP employees, shall be eligible to avail the monthly rates as finalized for students under this tender document on payment of advance monthly charges for complete month. The settlement of dues of Mess Charges will be the affair between Service provider and the Employees. The Institute will not involve in the process.
12. The Service Provider will have to pay an amount of Rs.3,000/- per month for water uses & maintenance charges.
13. The 50% Electricity charges for electricity consumption at the kitchen and mess area shall be charged as per the actual consumption of electricity units.
14. The Mess shall remain open throughout the year, even during the vacations in order to facilitate food for the faculties, staff and visitors/guests. However, the service provider will have the liberty to reduce the deployment of workers based on the scale of operation required for vacation period.

15. The Service Provider will have to provide food as per prescribed schedule at the NID Mess. Expenses due to transportation arrangement of food to hostels/ recommended places by NID MP authorities will be borne by the Service Provider.
16. The Service Provider shall possess all necessary licenses and permissions, as are required from time to time in accordance with laws in force.
17. The Service Provider must have a valid FSSAI license to sell or deal in food products. The Service Provider must follow the general hygienic and sanitary practices (GHSP) as stipulated in Part V of Schedule IV of FSSAI (Licensing and Registration of Food Businesses) Regulations, 2011 and as applicable from time to time.
18. The Service Provider shall have to make its own arrangements for the accommodation of its Mess staff. The Mess staff shall leave the campus latest by 11.00 pm and shall be granted permission to enter the campus not earlier than 05:00 am. However, a changing room shall be provided to the staff required to work during late hours and early morning hours. However, the Mess Staff may be allowed to stay in Mess on payment of ₹ 2000/- per person per month, if so requested by the Mess Contractor.
19. The Service Provider shall not be allowed to prepare food in the NID's premises for other than NID MP clients.
20. Housekeeping and routine maintenance of the Mess and kitchen area will be the sole responsibility of the Service Provider. In case, situation so warrants that cleaning is done by the Institute, the same shall be done at the expense of the Service Provider.
21. The disposal of solid waste and garbage shall be sole responsibility of the Service Provider as per norms laid down by the Institute/ concerned government authorities and shall ensure due cleanliness. The Service Provider shall not dump or throw solid waste and garbage in or near the NID MP premises and will dispose-off the garbage of any kind as per the guidelines of the Institute/ District Authorities.
22. The catering services should include innovative variety and balanced nutrition diet both for vegetarians and non- vegetarians. Requirement of Catering services include: (a) Breakfast, Lunch and afternoon snacks with tea/ coffee for all students including hostellers and day-scholars, (b) Dinner for hostellers, (c) Breakfast/ Lunch/ Afternoon snack/ Dinner etc. to those faculty/ staff who require such services.
23. The Catering Service Provider may also provide various kinds of beverages, snacks



and eatables in the Mess at such price/ quotes as approved by the Mess Committee from time to time.

24. The NID MP authorities would constitute a Mess Committee primarily consisting of student's representatives. The Catering Service Provider will have to follow instructions of the Committee related to menu, meal frequency and service timings to suit student community's requirements.
25. NID MP shall not provide any consumable or non-consumable items including raw materials at the Mess for the purpose of catering. The Utensils/Kitchen appliance/ equipment, crockery, cutlery, Furniture/Water dispensers, which are available in mess, shall be handed over to Service provider in writing. The Service provider shall be responsible for safe custody and maintenance of these items/equipments. The repair & Maintenance of these appliance and equipments/items will be the sole responsibility of the service provider.
26. On termination of the contract, the Service Provider shall return all the items like Utensils/Kitchen appliance/ equipment, crockery, cutlery, Furniture/Water dispensers, in good working condition to NID MP else the cost of these items will be recovered from the bills/security deposit of service provider.
27. The quality and quantity of food will be inspected item wise by Mess committee/ NID MP authorized officials very frequently and the Service Provider shall not deny access to such inspections.
28. The Service Provider shall maintain the equipment if any, provided by the NID in good working condition and would be responsible for damages caused. He will carry out the repairs without any delay to avoid interruption in services and cost of repairs shall be borne fully by the Service Provider.
29. NID MP reserves the right to call upon the Service Provider to remove any person employed/ working in the NID MP Mess if found unsuitable for services on account of hygiene or health or conduct or any other administrative reason.
30. In case of interpretation, modification and any alteration with respect to terms & conditions of contract, the Mess Committee, Mess Service Provider and Director will jointly look into such aspect and the decision of the Director will be final and binding to both the parties.
31. NID MP shall provide a list of normal holidays and students vacations in each semester to the Service Provider for assessing and providing catering services to the hostellers residing during holidays and vacations.

32. NID MP hereby only gives the right to run the mess in the capacity of licensor, there is no agent, partnership or employer relationship between the Service Provider and its employees with the NID MP.
33. On Bidding for the tender, it shall be presumed that the Service Provider agrees with each and every condition of this tender document and in no manner, any waiver shall be presumed, unless, otherwise conveyed explicitly by the NID MP in writing. The liability of the Service Provider is not limited to the extent of terms and conditions stipulated under this Agreement but shall extend to all other instructions issued by the NID MP from time to time, which shall be considered as terms and conditions of this Agreement and its violation shall bear same consequences, as shall result in violation of terms and conditions enumerated herein.
34. The Service Provider shall specify the number of employees who will be stationed in NID Campus and provide complete details about them. The Service Provider shall also provide police verification report and Medical fitness report of all his employees/ deployed staff working at NID MP Campus.
35. All vegetables, fruits etc. used shall be fresh and shall not be rotten or overripe. The Service Provider shall be responsible for their hygiene and safety. Milk and milk products such as curd, yoghurt, cheese etc. shall be of good quality and should be prepared and served fresh. All the items being used shall be stored properly and used before the expiry. The Service Provider shall also maintain hygienic conditions in cooking/pantry area & dining/serving areas.
36. The Service Provider shall be required to adjust/change the timings as and when required depending upon the progress of any special event It shall be ensured that tea/coffee are served steaming hot.
37. The Mess shall serve from 7.30 A.M. to 10.00 P.M. on all days of the week.
38. The Service Provider shall occupy the spaces earmarked for Mess and kitchen and shall not occupy the adjacent verandas and open spaces. The Service Provider and its employee will be allowed only to move in earmarked places in the NID and any movement at other places without permission shall mean trespassing.
39. The Service Provider shall ensure that their employees do not loiter around in the campus. In case of any loss to NID caused by his employees, the Service Provider will be penalized at the discretion of NID.
40. The Service Provider shall ensure that the Staff engaged shall wear a proper uniform and apron with cap having logo of the firm and shall carry their identity card all time. The staff will also use gloves during serving of the food items.
41. The Service Provider shall ensure that the cooks have proper shave and clipped nails while cooking food and should wear apron, mask and head gear/gloves, while preparing and serving the food.

42. The Service Provider shall engage at least 11 staff members for smooth functioning of the Mess which may include 1 well qualified mess manager / supervisor, 2 main chefs, 3 chef's helpers, 2 for washing utensils, 1 for maintenance of Mess area, 2 waiters for food counters.
43. The Service provider will ensure to engage the sufficient number of male/ female staff to cater the need of increasing scale of operation corresponding to the number of students in the Institute.
44. The Mess Service Provider shall ensure high standard of cleanliness, hygiene and sanitation in the kitchen and Mess. Adequate numbers of dustbins shall be provided by the Service Provider to ensure proper disposal of garbage. There should not be any littering of unused food or any other articles within the Mess. The Housekeeping inside the Mess and service areas shall be sole responsibility of the Service Provider.
45. The Service Provider shall ensure that the cooked and uncooked food is stored properly and no stale food is served. In case of any food poisoning, the Service Provider shall be held solely responsible and will be penalized besides legal action.
46. The raw material and food ingredient (excluding perishable items like vegetables/fruits/Milk products, which shall be procured on the day of use or maximum one day before of use) required for at least 10 days shall be stored by the Mess Contractor in Institute Mess. The Storage room/raw material used for cooking can be checked by authorized NID officials/Mess Committee Members at any time in presence of the Mess Manager/staff and if substandard/ unauthorized material is found, the Service Provider shall be penalized at the discretion of NID and Service Provider shall have to abide by it. The Service Provider shall duly abide by the FSSAI norms and shall use the raw material, foods etc. within the period of expiry as per norms laid down by Government.
47. The Service Provider shall be required to display the price list of all the food articles, soft drinks, tea, coffee and juice sold in the Mess and proper receipt shall be provided for each sale. The prices of the items sold in NID Mess shall not be more than the local market rate and shall be got approved and reviewed by the Mess Committee on regular basis. The approved rate list shall be displayed at proper location within the Mess areas by the Service Provider.
48. The workmen employed by the Service Provider shall be directly supervised and controlled by the Service Provider, and shall have no relation whatsoever with NID. The NID shall have no power to control or supervise such workmen or to take any action against them except as permissible under law. Such workmen shall also not have any claim against NID for service or regularization of services by virtue of being employed at NID against any temporary or permanent posts at NID. For all purposes, the Service Provider shall be their Principal Employer. The Service provide will comply with all labour laws for minimum wages/EPF/ESIC/Bonus Act etc.
49. It shall be compulsory for the Catering Service Provider to take the following hygiene and cleaning measures : (a) Cleaning the kitchen area twice a day, including the store-room, (b) soaking the vessels in hot water at the end of the day, (c) Crockery to be washed with hot water using detergents, (d) thorough cleaning of refrigerators, bottle-coolers and water coolers, once a week, € Periodic spraying of insecticides,
50. (f) Cleaning the dining tables with detergent and water at the end of the day, (g) Thorough cleaning of wash basins with detergent at the end of the day.

51. The catering staff engaged by the Service Provider shall: (a) Show professional courteous behavior at all times, (b) Staff must wear neat and clean work clothes, aprons, gloves etc. (c) Catering staff will not smoke bidis, cigarettes or take alcoholic drinks on the campus and nor they are allowed to chew pan, gutka, tobacco items etc.
52. Service Provider shall not sell any cigarette, bidi, pan, alcohol etc. in the Mess and in the NID premises. If any person is found indulging in these activities, the person shall be asked to leave the campus immediately and the Service Provider shall be liable to lose the contract for breach of this condition.
53. As regards quality of materials and preparation, the Service Provider shall ensure that: (a) Food ingredients, additives and materials must be of best quality available in the market (as per attached annexure III), (b) Vegetables, bread, fruits, chicken and other such perishable items should be purchased fresh from the market on daily basis, (c) the Service Provider shall take meticulous care to provide clean and quality food in all preparations, (d) the menu decided by the Mess Committee should be invariably followed. The committee members shall have free access to inspect the kitchen, service counters and dining hall at any time on any working day, and € waste and garbage disposal must be done twice a day on regular basis.
54. The Service Provider shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus and in the hostels.
55. The Service Provider shall not utilize the premises and facilities of the NID to cater any other client, other than NID students, faculty, staff and visiting faculties.
56. The Service Provider shall also make arrangements to serve tea/ coffee/ cold drinks etc. in the official meetings and conferences on official instructions.
57. The Service Provider shall ensure that either he himself remains present during breakfast/ lunch/ dinner services to the students or one of his responsible supervisors/Manager remains present.
58. The Service Provider shall not keep the Mess closed without prior permission from the NID authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by NID as it may deem fit.
59. If Service Provider fails to serve food for Hostel students on any day without prior permission of the Mess committee, NID will make such arrangements and the cost incurred on such arrangement shall be recovered with penalty to be decided by NID.
60. The Service Provider shall bring his own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs, etc., in sufficient quantity as needed to maintain the Mess services, in addition to what is provided by NID.
61. The Service Provider should deploy energetic and trained workmen. If any workman is not suited to the duty, the Service Provider must replace such workman immediately without any protest or demur.
62. The Service Provider and his staff must abide by various rules and regulations of NID as prevalent from time to time.
63. The Service Provider shall comply with all existing labour legislations and Acts, such as Contract Labour Regulation Act, Workmens' Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, etc. For any lapse or breach on the part of the Service Provider in respect of non-compliance of any Labour

legislation in force during the validity of the contract, the Service Provider would be fully responsible and would indemnify the NID, in case the NID is held liable for the lapse if any, in this regard.

64. The Service Provider shall submit to NID a list of all workers engaged to carry out the contract work, indicating name, age, home address, qualifications, etc, and would also intimate as and when any change takes place. The Service Provider shall not at any time engage any minor to carry out the work under the contract.
65. The Service Provider shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the NID immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
66. NID would have the right to terminate the contract by giving with or without notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of NID rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Service Provider or his staff. The decision of NID's management in this regard would be final and binding on the Service Provider. In such an event, NID shall have the right to engage any other Service Provider to carry out the task.
67. The Service Provider shall make all due statutory payments to its workmen on time.
68. The Service Provider and his staff shall comply with all instructions and directions of the NID authorities given from time to time. In the event of any emergent situation, the staff of the Service Provider shall comply with instructions given by the NID authorities, without waiting for confirmation from the Service Provider.
69. Semester fees from the students (both hostellers and day scholars) for providing catering services at approved rates shall be collected by the NID along with their tuition fees. Payments of Mess fees to the catering Service Provider shall be made in five equal installments per semester on the basis of actual fees received. No mess charges will be paid when the students are not in campus or not availing the catering services from the Service provider.
70. Charges for the lunch, snacks etc. provided on occasions as per the orders of NID authorities, shall be paid on submission of bills.
71. The payment towards official bills of NID office shall be released on a monthly basis after scrutiny of authorization of supply and the prices claimed by Service Provider. Any supply of food items without proper authorization by the designated authority of NID shall not be paid for.
72. In addition to catering services to students for Lunch & Dinner included in the Mess fees, if any student buys beverages/ bakery items/ fruits etc. available at the Mess Counter, the Service Provider shall charge the prescribed rates directly from the students in cash. The NID shall not be responsible for any such dues from students. Also, if any student entertains his/ her friends/ guests/ family members at the Mess/ Canteen, such charges should be collected by the Service Provider, directly from students.

73. Similarly, as and when faculty/ staff/ visiting faculty avail Mess/ Canteen services, such charges should be collected by the Service Provider directly, and the NID shall not be responsible for the same.
74. NID shall not be responsible for the release of benefits, such as Provident Fund, ESI, Pensionary benefits or allowances. Any changes in the Minimum Wages Act, or in any other labour legislation or other statutory obligations during the validity period of the contract shall be the sole responsibility of the Service Provider.
75. TDS, as per prevalent laws, shall be deducted at source while making payment of Service Provider's bills.
76. No failure or delay by NID in enforcing any right to remedy of NID in terms of contract or any obligation or liability of the Service Provider in terms thereof shall be deemed to be a waiver of such right, remedy obligation or liability, as the case may be, by NID and notwithstanding such failure or delay, NID shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

## 77. Penalty

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

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

Sl no.	Violation of Rule	Minimum Fine per complain/Event
1.	Non-availability of complaint registers on the counter/discouraging students from registering complaint	Rs. 1,000/-
2.	Insect found in cooked food or raw material to be used	Rs. 2,000/-
3.	Soft objects like hair, rope, cloth etc. in food	Rs. 2,500/-
4.	Any complaint of stones/pebbles of diameter more than 2mm	Rs. 2,500
5.	Hard or sharp objects like glass pieces, nails, hard plastic, metal objects etc.	Rs. 5,000/-
6.	Complaints of unclean utensils.	Rs. 2,000/-

7.	If mess committee in consultation with students in present mess agrees that certain item of a meal was not cooked properly/overcooked/extra spicy/extra oily.	Rs. 5,000/-
8.	Food poisoning	Minimum Rs. 1 lakh
9.	Non- adherence of time Schedule for serving of meals as communicated by the Institute	Rs. 5,000/-

10.	Changes in menu of any meal without permission of mess committee	Rs. 5,000/-
11.	If the quality of milk/tea/coffee/soup/Raita/Curd is not found up to be appropriate, or it is diluted.	Rs. 5,000/-
12.	Inappropriate personal hygiene of worker including their dress, Cleanliness and/ or misbehavior by worker etc.	Rs. 5,000/-
13.	Failure to maintain a proper health checkup of the workers	Rs. 10,000/-
14.	Using brands not mentioned in the contract without prior permission and adulteration (Please refer annexure III for list of brands permissible for use)	Minimum Rs. 5,000/-
15.	Any tampering with gas cylinders/gas pipelines	Minimum Rs. 10,000/-
16.	Use of newspaper to keep fried items or any cooked food will be fined severely	Minimum Rs. 5,000/-
17.	Using unsafe cooking oil	Minimum Rs. 10,000/-
18.	Un-Hygiene and improper cleanliness/sanitation in Mess area	Minimum Rs. 5,000/-
19.	If food for any meal gets over within timings of mess and waiting time is more than 15 minutes for lunch and dinner and 10 minutes for breakfast.	Minimum Rs. 10,000/-
20.	Non-Maintenance of proper stock of raw material or food ingredients as per tender terms	Rs. 5,000/-
21.	Using Stale vegetables or expired food ingredients	Rs. 10,000/-
22.	Use of left-over food for next meals or as an ingredient for next meal	Minimum Rs. 10,000/-
23.	Violation of any other terms & condition of the Tender document/Award letter/Agreement other than above listed clauses	Minimum Rs. 5,000/-
24.	During the inspection by the mess committee, if any of the Utensils/Kitchen appliance/ equipment, crockery, cutlery, Furniture/Water dispensers are found damaged/ malfunctioning.	Rs. 2000/-

**Please Note:**

1. On a Food poisoning case, the Institute shall invoke a hefty fine of at least Rs 1 lakh

or more, along with cancellation of contract and possible blacklisting of the caterer. The security money deposited by the institute will not be refunded to caterer in case contract is cancelled for any of the reason.

2. For any rule stated in the agreement first violation of the rule implies fine as per the rule. Second and subsequent violations of the same rule on a different day within 30 days of previous will attract 2 times the initial amount of fine on the caterer. On third occasion, within 30 days timeline the Mess Contract will be terminated along with deduction of penalty @ 5 times of the scheduled penalty as per tender conditions along with forfeiture of Security Deposit/performance security.

3. Absence of proprietor or his representative/Mess Manager, empowered to take decision, from mess committee meetings (which will be held one every month) without reasons and without approval of Mess Committee Chairman will attract a fine Rs. 10,000/- on the contractor.

4. As and when Mess Committee proposes fine, it will inform the representative of the caterer or mess manager and fine will be imposed and recovered from the monthly bill of the service provider.

5. Severity of hygiene failure shall be assessed and decided by the mess committee and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or summary termination of the contract.



## **CHAPTER-2**

### **Section- B**

#### **GENERAL CONDITIONS OF CONTRACT**

##### **1. Application**

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

##### **2. Standards**

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

##### **3. Use of Contract Documents and Information**

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

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

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

##### **4. General Conditions**

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

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

**4.3** No Sub-letting of the Contract shall be allowed in any case. If done, the contract shall be terminated with forfeiture of Security Deposit along with penalty of Rs 2,00,000/- with blacklisting of the contractor.

**4.4** In case the selected contractor is blacklisted by any other organization during the ongoing contract with NID MP the same shall be intimated to NID MP authorities immediately. It shall be the sole discretion of the NID MP to allow the contractor to continue with the service or not.

**4.5** There would be no liabilities towards the workers of the contractor by NID MP and for all the purpose, such employees are to be treated as exclusive employees of the contractor and there is no responsibility of the Institute, towards employees of the Contractor.

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

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

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

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

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

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

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

**4.10** NID MP will not be responsible for any injury, accident, disability, or loss of life to the Service Provider or to any of its deployed employees/personal that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the Service Provider. The Service Provider has to make his own arrangements towards life insurance, health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by them under their pay roll and submit a proof to this effect.

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

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

arising from any bad, stale or defective food or materials provided as meals during the entire contract period.

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

**4.14** NID MP shall not be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by service providing Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

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

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

**4.17** Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the Service Provider out of or relating to the contract or breach therefore, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute on the written request of the Service Provider.

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

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

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

## **5. Legal**

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

all such compliances, statements, payments made to the statutory authorities etc., including registration number shall be provided to the NID MP authority for verification and record.

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

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

**5.4** The selected Service Provider shall maintain all statutory registers under the applicable Law. The

service provider shall produce the same on demand to the concerned authority of NID MP or any other authority under Law.

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

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

## **6. Contract Amendments**

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

## **7. Subcontracts**

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

## **8. Delays in the Service Provider's Performance**

If at any time during performance of the Contract, the Service Provider or its sub-Service Provider(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Service Provider shall promptly notify the Institute in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Institute shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

## **9. Damages and Losses**

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

## **10. Complaints**

The Service Provider shall attend to all the complaints and address as early as possible to the satisfaction of NID MP. The Service Provider will provide guest feedback forms in each

room and collect it to tabulate/display the observations/feedback, grievances or risk and sit for monthly meetings with authorities of the Institute.

## **11. Arbitration:**

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

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

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

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

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

## **12. Indemnification :**

**12.1** That the Contractor shall keep the NID MP indemnified against all claims whatsoever in respect of the manpower deployed by the Contractor. In case any employee

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

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

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

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

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

### **13. Force Majeure:**

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

**13.2** In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean, acts of god, war revolt, riots, fire, flood and act and regulations of the Government of India or any of its authorized agencies. Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7(seven) days of the alleged beginning and ending therefore giving full particulars and satisfactory proof. Time for performance or relative obligation suspended by the Force Majeure shall be extended by the period for which cause lasts or condoned by the Institute without any penalty. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option to authorize the contract in whole or part therefore at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances. For the period of force majeure, no amount shall be payable to the Service Provider.

### **14. Termination of Contract**

**14.1** If the Catering services of the Service Provider are not found satisfactory, the service provider will be issued a written notice for improvement of its services by the Institute authority. If satisfactory improvement is not found (within 2 weeks) after this

notice, penalty for poor service as specified in the agreement, a final two months" notice will be issued to the Service Provider by the Institute authority to terminate the contract without prejudice to any rights or privileges accruing to either party prior to such termination. During the period of notice both parties shall continue to discharge their duties and obligation.

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

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

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

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

## CHAPTER-2

### SECTION – C

#### ARTICLES OF AGREEMENT

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

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

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

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

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

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

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



2. The Employer shall pay to the Contractor such sums as shall become payable at the time and in the manner specified in the said conditions.
3. This agreement contains the following documents in addition to articles of agreement.
  - (i) Original tender documents.
  - (ii) Other correspondence leading to the acceptance of tender.
  - (iii) Letter of acceptance of tender.
4. Upon breach by the Contractor of any of the conditions of the agreement, the Employer may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the NID MP to claim damages for antecedent breaches thereof on the part of the Contractor and also to reasonable compensation for the loss occasioned by the failure of the Contractor to fulfill the agreement as certified in writing by the Employer, which certificate shall be conclusive evidence of the amount of such compensation payable by the Contractor to the NID MP.
5. Upon the determination of this agreement whether by effluxion of time or otherwise, the security deposit shall after the expiration of two months from the date of such determination be returned to the Contractor but without interest and after deducting there from any sum due by the Contractor to the Government under the terms and conditions of this agreement.
6. The Employer may give notices in connection with the Contract. In consideration of the payments to be made by the NID MP, the Contractor hereby covenants with the NID MP to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.
7. If subject to circumstances beyond control (Force Majeure) the Contractor fails to deliver the services in accordance with the conditions mentioned in the tender, the Employer shall be entitled to render services from else other organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without canceling the Contract in respect of the consignment not yet due for delivery, or to cancel the Contract.
8. In the event of action to be taken, the Contractor shall be liable for any losses, which the Employer, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

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

Signed:

For and on behalf of  
National Institute of Design, Madhya Pradesh  
.....  
Authorised Signatory

Witness 1 .....

Witness 2 .....

For and on behalf of  
M/s .....  
Authorised Signatory

Witness 1 .....

Witness 2 .....

**CHAPTER 3  
SECTION A**

**SCHEDULE OF REQUIREMENTS**

**Evaluation Scheme (Three Stage Evaluation)**

**A. Technical Evaluation Stage-1**

<b>SL. No.</b>	<b>Description</b>	<b>Criteria for Marks</b>	<b>Minimum marks required in each description for Qualifying in Technical Criteria</b>	<b>Maximum Marks</b>
1.	Number of Years of experience in providing catering services to Central Educational Institutes including IIT/IIM/ NIT/ Central University/CFTI/NIDs/NIFT/Private Higher Educational Institutes	10 marks for minimum 5 year of Experience and thereafter 1 mark for each additional year of experience subject to maximum of 15 marks	10	15
2.	FSSAI Certification	5 marks for valid certificate	5	5
3.	Firms having ISO/BIS Certification	5 Marks	5	5
4.	Number of successfully completed contracts of minimum 1 year duration for providing catering services in last five years with minimum 300 students/users in Central Educational Institutes including IIT/IIM/ NIT/ Central University/CFTI/NIDs/NIFT/Private Higher Educational Institutes	10 marks for minimum 3 contracts and thereafter 2 marks for each contract subject to maximum of 20 marks	10	20
5.	Minimum turn-over of 2.00 crore annually for the last three years in catering services only during F.Y. 2019-20, 2020-21 & 2021-22	5 marks for minimum required turnover and 1 mark each for every additional one crore subject to maximum of 10 marks	5	10

6.	Number of on-going catering contract for a total contract value of 1 crore annually in Central Educational Institutes including IIT/IIM/ NIT/ Central University/CFTI/NIDs/NIFT/Private Higher Educational Institutes	6 marks for minimum required Contracts and 3 mark each for every additional similar contract subject to maximum of 15 marks	6	15
7.	Firms have its Head Office/Branch Office/Base Kitchen in Madhya Pradesh preferably in Bhopal	5 marks	0	5
	<b>Total</b>		<b>41</b>	<b>75</b>

The technical committee will evaluate the proposals on various parameters as detailed above at Section-A based on the duly signed documents submitted in technical bid in pdf format by prospective bidders. Bidders meeting the eligibility criteria and scoring a minimum mark as prescribed in each description as well as overall minimum of 41 marks out of 75 will be declared technically qualified. The evaluation of the technical committee is final and binding. The firms found technically qualified in this stage will be eligible for calling for presentation on next stage.

#### **B. Presentation by Technically qualified bidders (Technical Evaluation Stage-II)**

All technically qualified bidders, with minimum 41 marks in technical parameters, will have to present about their technical specifications, Innovations, Infrastructure, skilled & experienced Manpower, their firm's performance in the area of catering services, hygiene, sanitation of Mess, disposal of garbage/waste material facilities and innovative idea in food/catering field, balanced diet etc. before the Committee. The bidders will have to specify the organizational chart of their Firm/Company/Organization, hierarchy of Managerial Personnel, Level of Management, Qualifications of personnel at managerial level and Qualifications of other personnel like Head Cooks, Cooks and Catering Assistants/Workers/Servers etc. Preferably one or more managerial rank should be Female Personnel as majority of students are female. The Committee may randomly inspect by visiting the sites/institutions where the catering services is being offered by the firm to ascertain the quality of food cooked/ingredients used/ Hygiene and standard of services offered. **The presentation including site visit will be evaluated for maximum 25 marks and qualifying marks will be 14 marks. The format for evaluation of the presentation shall be notified to the eligible bidders after the Technical Evaluation Stage-I.**

#### **C. Financial Evaluation Scheme (Stage III)**

Financial Bids of Technically qualified bids and qualified bids in presentation will be opened and evaluated on the basis of Lowest rates per month per student to be offered by the service providers.

## CHAPTER 4

### SCOPE OF SERVICE REQUIRED AND ALLIED TECHNICAL DETAILS

#### SECTION A

##### Definitions:

1. "Bid" (including the term "tender", "offer", "quotation" or "proposal" in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers
2. "Bidder" (including the term "Tenderer", "consultant" or "Service Provider" in certain contexts) means any eligible firm or company or Service Provider participating in a procurement process with a Procuring Entity;
3. "(Standard) Bid(ding) documents" (including the term "tender (enquiry) documents" or "Request for Proposal Documents" – RFP documents in certain contexts) means a document issued by the Procuring Entity, including any amendment thereto, that sets out the terms and conditions of the given procurement and includes the invitation to bid;
4. "Bid security" (including the term "Earnest Money Deposit"(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the solicitation documents.;
5. "Competent authority" means the officer(s) who finally approves the decision.
6. "e-Procurement" means the use of information and communication technology (specially the internet) by the Procuring Entity in conducting its procurement processes with bidders for the acquisition of goods (supplies), works and services with the aim of open, nondiscriminatory and efficient procurement through transparent procedures;
7. "Notice inviting tenders" (including the term "Invitation to bid" or "request for proposals" in certain contexts) means a document and any amendment thereto published or notified by the Procuring Entity, which informs the potential bidders that it intends to procure goods, services and/or works.;
8. "Outsourcing of Services" means deployment of outside agencies on a sustained long term (for one year or more) for performance of other services which were traditionally being done in-house by the employees of Organization (Cooking/Catering Services for Hostels),
9. "Procurement Contract" (including the terms "Purchase Order" or "Supply Order" or "Withdrawal Order" or "Work Order" or "Contract for other services" under certain contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the supplier, Service Provider or Company/Firm/ Service Provider on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country.

10. "Service" is defined as any subject matter of procurement other than goods or works, except those incidental or consequential to the service and includes physical, maintenance, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a Procuring Entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf.

## CHAPTER 4

### SECTION- B

#### TECHNICAL BID PROFORMA

Sr. No.	Documentary Proof (Self attested)	Details	Page No.
i.	1- Name of the Bidder 2- Type of Bidder (Proprietary Firm/Company/LLP/Partnership Firm) 3- Complete Address 4- Telephone number 5- Official Email id of the Bidder 6- Mobile number of the owner		
ii.	Proof of incorporation/ inception of the Firm/ Company/ Agency	[Upload the document & refer here]	
iii.	Details of infrastructure, persons employed, and number of offices/branches available	[Upload the document & refer here]	
iv.	Copy of license obtained under FSSAI ACT	[Upload the document & refer here]	
v.	Copy of ISO/BIS Certification	[Upload the document & refer here]	
vi.	Copy of PAN Card	[Upload the document & refer here]	
vii.	GST registration number with copy of certificate	[Upload the document & refer here]	
viii.	Document related to Number of Years of experience in providing catering services Central Educational Institutes including IIT/IIM/ NIT/ Central University/NIDs/NIFT/Private Higher Educational Institutes	[Upload the document & refer here]	
ix.	Document related to Number of successful contracts of minimum 1 year duration in last five years for providing catering services with minimum 300 students/users Central Educational Institutes including IIT/IIM/ NIT/ Central University/NIDs/NIFT/Private Higher Educational Institutes	[Upload the document & refer here]	
x.	Document related to minimum 2 ongoing/running similar contract for providing catering services for total contract value of 1 crore per annum in Central Educational Institutes including IIT/IIM/ NIT/ Central University/NIDs/NIFT/Private Higher	[Upload the document & refer here]	

	Educational Institutes		
xi.	Documents related to average turnover of minimum Rs 2 crore per year {Copies of IT Returns/ Audited accounts statement of the last three years (2019-20, 2020-21 2021-22)}	[Upload the document & refer here]	
xii.	Documents related to the fact for having HQ/Branch office or base kitchen of bidder at Madhya Pradesh	[Upload the document & refer here]	
xiii.	Certificates of satisfactory completion of Catering Services from Central Educational Institutes including IIT/IIM/ NIT/ Central University/CFTI/NIDs/NIFT/Private Higher Educational Institutes (Separate format of Annexure IV from each such institution is essential)	[Upload the document & refer here]	
xiv.	An affidavit duly certified by a Notary that the Bidder has not been blacklisted by in Central Educational Institutes including IIT/IIM/ NIT/ Central University/NIDs/NIFT/Private Higher Educational Institutes in last three year. (Annexure VI)	[Upload the document & refer here]	
xvi.	Details of Earnest Money Deposit	[Upload the document & refer here]	

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

Signature of the Bidder with seal and date



## CHAPTER 4

### SECTION - C

#### SAMPLE FINANCIAL BID PROFORMA

(To be downloaded by the bidder from CPPP and upload the duly filled Financial Bid (BOQ format) on CPPP)

Name of the Firm: .....

#### Service Charges:-

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

## CHAPTER 5

### Annexure and Formats

#### Annexure-I

##### A:- Menu for Breakfast, Lunch, Evening Snacks and Dinner for Students

###### GENERAL STRUCTRE OF THE MENU:

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

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

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

#### Items with limited Quantity to be availed by student/user:

01. Milk – 200ml, 02. Cornflakes – 50 gm, 03. Tea – 70ml., 04. Curd – 100gm., 05. Chicken – 150gm, 06. Fish –100gm, 07. Mutton – 150gm, 08. Egg Curry/ Boiled eggs – 02 piece, 09- Juice- 200 ml, 10-Sweet/Desert/Ice-cream- One piece or standard bowl

#### Common items:

- Common items for Breakfast:** Cornflakes/Otas/Chocos +milk; tea/ coffee; egg bhurji/ boiled egg; adequately toasted brown bread, butter and Jam; Bananas/ seasonal fruit, Sprouts/ Boiled pulses/Corn • Milk (one Glass of 200 ml) with Bournvita/ Complian/ Horlicks OR Juice (200 ml).
- Common items for Lunch:** One Dal (Toor dal/ Dal makhani/ Chana dal/ Masoor dal/ Moong dal), Tomato chutney, Pickle, Salad, Papad/Fryums, Curd/Raita, Basmati Rice, Tawa Roti.
- Common items for Snacks:** Tea/ coffee/ milk/ Nimboo pani; Biscuits/Cookies, bread, butter and Jam.
- Common items for Dinner:** One Dal (Toor dal/ Dal makhani/ Chana dal/ Masoor dal/ Moong dal), Tomato chutney, Pickle, Salad, Papad/Fryums, Curd/Raita, Basmati Rice, Tawa Roti, desert/sweet/ice-cream.

#### Component of Meals:-

- Breakfast:** Puri Sabji/Muli/Aloo/Mix Paratha with Aloo Matar Gravy, Medu vada/idli Sambhar with Coconut Chutney, Poha/Upma with Channa Gravy and Chutney, Pav Bhajhi, Utapam With Sambhar and Chutney, Chole Bhature with Onion & fried Chilli, Dosa Sambhar with Coconut & Red Chutney, etc or as per the final menu decided by the Mess Committee
- Lunch:** One Dal, One Dry Dish, One Paneer, One Gravy Dish as per the final menu decided by the Mess Committee
- Snacks:-** Paneer Snacks, Pani puri with khatti & Meethi Chutney, Vada Pav, Samosa with Green Chutney, Veg Kothe, Aloo Tikki with Red & green chutney, Sabudana Vada, Pizza, Aloo Bonda with chutney, etc or as per the final menu decided by the Mess Committee
- Dinner:** One Dal, One Dry Dish, One Paneer/Mushroom Dish, One Non-veg Dish (Chicken/Mutton/Fish), One Gravy Dish, 1 Dessert (limited), Soup (2 times a week) as per the final menu decided by the Mess Committee

5. All items in the final menu, not specified with any limit, will be served on unlimited basis. The Non-Veg items and other special items will have specified limit, However user may have the additional quantity based on the fixed rates decided by the Mess Committee in consultation with the Mess Contractor directly collected by the Mess contractor from the students/users concerned.
6. About Special event: There shall be 1 free special Dinner/Lunch and 1 free special High-Tea party in each semester for all Students with a menu as conveyed by the Institute. There shall be 4 festive Lunch/Dinners during the whole year (Two semesters) only for Students with a menu and on the dates as conveyed by the Institute. These will be adjusted over all Mess Charges for the Semester; no additional payment shall be made to the Mess contractor for the same.

**NOTE:** The detailed Menu will be provided by the Mess Committee one week before of each quarter. However, the institute reserves the right to change in menu at any time and which shall be binding on the part of Service Provider.

## Annexure II

### B- Service required on Occasional Basis for Official purpose.

Sl no.	Particulars	Per Person Rates (in Rs and inclusive of GST)	Menu Catering services required	of	Remarks
1	Special Breakfast	80/-	Annexure II		Will be required on Occasional basis
2	Special Lunch/Dinner	150/-	Annexure II		Will be required on Occasional basis
3	Executive Breakfast (Veg/Non-veg)	120/-	Annexure II		Will be required on Occasional basis
4	Executive Lunch/Dinner (Veg)	250/-	Annexure II		Will be required on Occasional basis
5	Executive Lunch/Dinner (Non-Veg)	300/-	Annexure II		Will be required on Occasional basis
6	High Tea	70/-	Annexure II		Will be required on Occasional basis
7	Executive High Tea	100/-	Annexure II		Will be required on Occasional basis
8	Tea with two cookies and one piece of snack	25/-	Annexure II		Will be required on Occasional basis
9	Tea with two cookies	15/-	Annexure II		Will be required on Occasional basis
10	Tea/Coffee/Black tea/ Lemon Tee	10/-	Annexure II		Will be required on Occasional basis

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

Sl no.	Particulars	Rates	Menu
1.	Special Breakfast	80/-	Common breakfast of the day + One bowl Fresh cut fruit + 2 Boiled Egg/Omelet+ One bowl Sprouts + 2 piece Bread Butter/Jam
2.	Special Lunch/Dinner	150/-	Common Lunch/Dinner of the day + One Paneer dish + one additional dry Sabji + Salad + Pulav + Raita +Papad + Sweet
3.	Executive Breakfast	120/-	Common breakfast of the day + One bowl each Fresh cut fruits (two type)+ 2 Boiled Egg/Omelet+ 1 bowl Steamed Vegetable + 1 glass of Fresh Juice + one bowl Sprouts+ 2 piece Bread Butter/Jam

4.	Executive Lunch/Dinner (Veg)	250/-	Common Lunch/Dinner of the day + 2 types of Soup + Pre-diet snacks (2 types) + One Paneer dish + One additional dry sabji + one additional gravy dish + Salad + Basmati Pulav + Naan+ Raita or curd+Papad+Sweet + Ice-cream
5.	Executive Lunch/Dinner (Non-Veg)	300	Common Lunch/Dinner of the day + 2 types of Soup + Pre-diet snacks (one veg + one non-veg) + One Paneer dish + One additional dry sabji + One Non-veg dish (Mutton/Chicken)+ Salad + Basmati Pulav + Naan+ Raita or curd+Papad+Sweet + Ice-cream
6.	High Tea	70/-	Tea/Lemon tea/black tea/Coffee+ Two Biscuits +Chips+One Sweet+ two piece of Dhokla +Smosa/Paties/Bread Pakora/Alu tikki+One cheez Sandwich
7.	Executive High Tea	100/-	Tea/Lemon tea/black tea/Coffee+ Nimboo-pani+Soup+Two Biscuits +Chips+One Sweet+ two piece of Dhokla + 12-15 Piece of dry fruits (salted Kaju/Badam/Pista) +one Smosa/Paties /Bread Pakora/Alu tikki+One Cheez Sandwich
8.	Tea with two cookies and one piece of snack	25/-	Tea/Lemon tea/black tea/Coffee+ Two Biscuits +one Smosa/Paties /Bread Pakora/Alu tikki/Vegetable Sandwich
9.	Tea/coffee with Cookies	15/-	Tea/Coffee/Lemon Tea Plus Two Biscuits
10	Tea/coffee/Black Tea/Lemon Tea	10/-	Tea/coffee/Black Tea/Lemon Tea 150 m.l.

## Annexure III

### PERMISSIBLE BRANDS OF CONSUMABLES ITEMS

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

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

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



# **ANNEXURE IV**

## **FORMAT FOR PERFORMANCE CERTIFICATION**

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

### **1-Name of the Contract and location**

- 1. Agreement no. With date**
- 2. Scope of Contract**
- 3. Annual Contract Cost**
- 4. No. of Students availing the Catering Services**
- 5. Date of start**
- 6. Period**
- 7. Amount of compensation/penalty levied, if any** **yes/no**
- 8. Whether any show cause notice or warning issued: -** **yes/no**
- 9. Performance Report**

**(i) Quality of Catering service and Ingredients used-**

**Good /                      Satisfactory/                      Unsatisfactory**

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

**Good /                      Satisfactory/                      Unsatisfactory**

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

**Good /                      Satisfactory/                      Unsatisfactory**

**(Signature of the Authorized Authority of the Organization)**

**Date:**

**(Official Seal of the Organization)**

# **ANNEXURE V**

## **LETTER OF CONSENT**

To,

The Director

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

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

Sir,

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

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

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

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

Date:

Signature of Bidder(s) with Stamp, Address:

# ANNEXURE VI

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

It is certified: -

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

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

